

OXFORD

CONTRACT LAW

TEXT, CASES,
AND MATERIALS

SIXTH EDITION

EWAN MCKENDRICK



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Ewan McKendrick

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PREFACE TO THE SIXTH EDITION

This book has three principal aims. The first is to provide an exposition of the rules that make up the law of contract. To this end it seeks to describe and to analyse the central doctrines of the modern law of contract and to explore the principal controversies associated with these doctrines. It seeks to fulfil this aim through a combination of text, cases, and materials. The function of the text is both to explain and to evaluate the principal rules and doctrines of contract law and to provide a commentary on the leading cases and statutes. The cases chosen for inclusion in the book are the leading cases on the law of contract. The 'materials' consist of statutes, statutory instruments, re-statements of contract law, extracts from textbooks, and academic articles. Secondly, the book aims to explore the law of contract in its transactional context. It is not confined to an analysis of the doctrines that make up the law of contract but extends to the terms that are to be found in modern commercial contracts and the principles that are applied by the courts when seeking to interpret these contracts. The third aim is to explore English contract law in a transnational and comparative perspective. This is not a book on comparative contract law but it does attempt to take account of documents such as the Unidroit Principles for International Commercial Contracts, the Draft Common Frame of Reference, and the Principles of European Contract Law.

The book is supported by an Online Resource Centre. The principal purposes of the website are to provide critical summaries of recent developments in the law and to provide links to helpful websites where further information can be obtained. In particular, it will be necessary to provide update materials on the progress of the Consumer Rights Bill through Parliament and the likely repeal of the Unfair Terms in Consumer Contracts Regulations 1999 (Chapter 14) and substantial amendments to the Unfair Contract Terms Act 1977 (Chapter 13). The website will be updated annually and can be accessed at www.oxfordtextbooks.co.uk/orc/mckendrick6e/.

I am grateful to Andrew Burrows for his willingness to allow me in Chapters 18–20 to draw on material which first appeared in our book (on which we have now been joined by James Edelman), *Cases and Materials on the Law of Restitution*, also published by Oxford University Press. I am also grateful to the publishers for their assistance and encouragement at every stage. Finally, I would like to thank my wife, Rose, and our children, Jenny, Sarah, Rachel, and Katie for their encouragement and support. My greatest debt is to my wife, Rose, without whose help and support in so many ways, this book would never have been written. This book is dedicated to her with my love and thanks.

The law is stated on the basis of the information available to me as at 1 November 2013.

Ewan McKendrick
University Offices
Oxford

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GUIDE TO USING THE ONLINE RESOURCE CENTRE

This book is accompanied by an Online Resource Centre, an open-access website designed to support the book. The website can be found at:

www.oxfordtexbooks.co.uk/orc/mckendrick6e/

The screenshot shows the Oxford University Press Online Resource Centre for the textbook 'Mckendrick: Contract Law 6e'. The page layout includes a top navigation bar with the Oxford University Press logo, a search bar, and a breadcrumb trail: Home > Law > Contract Law > Mckendrick, Contract Law 6e. A left-hand navigation menu lists various resource categories: Password-protected resources, Extra material, Student resources, Lecturer resources, Test bank, Browse (All subjects, Law, Contract Law), Learn about (Online Resource Centres, VLE/CMS Content, Test Banks), Help, Your feedback, and Find our catalogue pages (Find a textbook, Find your local rep). The main content area is titled 'Mckendrick: Contract Law 6e' and features several sections: 'Password-protected resources' (with a password-protected icon), 'Extra material' (with an extra material icon), 'Student resources' (with a student resources icon), and 'Lecturer resources' (with a lecturer resources icon). The 'Lecturer resources' section includes a registration process for password-protected content. A right-hand sidebar contains social media links, an 'About the book' section, and a 'Keep me updated about this site' email subscription form.

The Online Resource Centre that accompanies this book provides students and lecturers with ready-to-use teaching and learning materials. These materials are free of charge and are designed to maximize the learning experience.

STUDENT RESOURCES

Student resources are accessible to all, enabling students to get the most from their textbook.

Extra material

In-depth material on topics such as illegality and incapacity has been provided in electronic format for those interested in finding out more about these areas of contract law. A symbol in the text highlights when additional material can be found on the Online Resource Centre.

This resource is password-protected. The login details to enter this part of the Online Resource Centre are:

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Links to Statutes

- HMSO web site for statutes and statutory instruments from 1987 onwards www.bills

Links to Cases

- Eurolaw website: Euro Lex web site for EU law www.europa.eu.int/lex/eurolex/index.htm
- House of Lords website: for all HL judgments since 14th November 1996 www.hli.org.uk
- Court of Appeal website: includes Court of Appeal, Queen's Bench Division, Chancery and County Court www.courtservice.gov.uk/development/qa/qa_home.htm
- BAILII website: provides access to over 34 databases and around 475,000 searches from 1996 onwards www.bailii.org/uk/legislation/ukstatute.htm

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On pages 348-350 of the textbook various criticisms of the rule in *L'Estrange v. Graubert* (1932) 15 All ER 139 are set out. The High Court of Australia in *Tor (FGCT) Pty Ltd v. Alphapharm Pty Ltd* [2004] HCA 52 held that the rule in *L'Estrange v. Graubert* was not applicable. Alphapharm were the exclusive distributors of an influenza vaccine in Australia. The vaccine was made for the transportation of the vaccine within Australia. Care had to be taken in certain temperatures. Alphapharm employed Richard Thomson Pty Ltd to make the vaccine. The vaccine was to be used to collect the vaccine, store it and transport it from the manufacturer. At a meeting between a representative of Richard Thomson (Mr Gardiner) and a representative of Alphapharm (Mr Gardiner) an application for credit was given to Mr Gardiner. The application

Web links

A selection of annotated web links, chosen by the author, have been provided to point students in the direction of important research, statistical data, and classic texts to keep them informed of the developments in contract law, both past and present.

Regular updates

This is an indispensable resource which allows students and lecturers to access changes and developments in the law that have occurred since publication of the book. These are added to the website as and when they arise, together with page references to easily enable readers to identify material which has been amended or superseded. Updates allow students to stay informed of key developments without having to buy a new book.

LECTURER RESOURCES

Lecturer resources are password-protected to ensure that only lecturers can access them; each registration is personally checked to ensure the security of the site.

To register for login details, click on 'Lecturer Resources' on the Online Resource Centre and complete the simple registration form. This allows you to choose your own username and password.

Chapter 16 - Question 02

Which of the following statements is true as regards a 'voidable' contract?

A voidable contract implies that rescission is not required.

A voidable contract can only be rescinded with prospective effect.

A voidable contract remains valid until the right to set aside has been exercised.

A voidable contract is a nullity and can have no legal effect.

1 out of 1

Correct. It is important to distinguish a 'void' contract from a 'voidable' contract. The former is void from the outset and does not require rescission. The contract will have no legal effect. The latter, however, remains valid, although liable to be set aside or rescinded.

Test bank of multiple choice questions

A test bank of 150 multiple choice questions, with answers and feedback, enables lecturers to test students on the material they have learned. This resource offers versatile testing tailored to the contents of this book, which can be customized according to the course requirements.

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- Compagnie Noga D'Importation et D'Exportation SA v Abacha (No 2) [2003] EWCA Civ 1100; [2003] 2 All ER (Comm) 915...178
- Compaq Computer Ltd v Abercorn Group Ltd [1991] BCC 484...391
- Conlon v Simms [2006] EWCA Civ 1749; [2008] 1 WLR 428...591
- Connolly Ltd v Bellway Homes Ltd [2007] EWHC 895 (Ch); [2007] All ER (D) 182 (Apr)...562
- Cook v Wright (1861) 1 B & S 559...152
- Cooper v Phibbs (1867) LR 2 HL 149...557
- Co-operative Insurance Society Ltd v Argyll Stores (Holdings) Ltd [1998] AC 1...918, 922, 927-35
- Co-operative Retail Insurance in Highland and Universal Properties Ltd v Safeway Properties Ltd 2000 SLT 414...935
- Couchman v Hill [1947] KB 554...303
- Couturier v Hastie (1856) 5 HL Cas 673...538, 551, 552
- Coward v Motor Insurers Bureau [1963] 1 QB 259...278
- Coys of Kensington Automobiles Ltd v Pugliese [2011] EWHC 655 (QB); [2011] 2 All ER (Comm) 664...317
- Crabb v Arun District Council [1976] Ch 179...224, 225, 226-30, 240
- Credit Lyonnais Bank Nederland NV v Burch [1997] 1 All ER 144...672, 682, 691
- Crema v Cenkos Securities plc [2010] EWCA Civ 1444; [2011] 1 WLR 2066...349
- Cremdean Properties Ltd v Nash (1977) 244 EG 547...620
- Cricklewood Property & Investment Trust Ltd v Leightons Investment Trust Ltd [1945] AC 221...719
- Crossley v Faithful & Gould Holdings Ltd [2004] EWCA Civ 293; [2004] 4 All ER 447...362
- Crown House Engineering Ltd v Amec Projects Ltd (1990) 48 BLR 32...96
- Crystal Palace FC (2000) Ltd v Dowie [2007] EWHC 1392...600
- Cundy v Lindsay (1878) 3 App Cas 459...522, 524, 533, 534
- Cunliffe-Owen v Teather & Greenwood [1967] 1 WLR 1421...340
- Cunningham v Collett and Farmer [2006] EWHC 1771 (TCC); [2006] 113 Con LR 142...94
- Currie v Misa (1875) LR 10 Ex 153...145
- Curtis v Chemical Cleaning and Dyeing Co Ltd [1951] 1 KB 805...313
- Cutter v Powell (1795) 6 TR 320...726, 824
- D & C Builders v Rees [1966] 2 QB 617...185-9, 190, 211, 219
- D & F Estates Ltd v Church Commissioners for England and Wales [1989] AC 177...947
- DSDN Subsea Ltd v Petroleum Geo-Services ASA [2000] BLR 530...631, 651, 652
- Dadourian Group International Inc v Simms [2009] EWCA Civ 169; [2009] 1 Lloyd's Rep 601...577
- Dalkia Utilities Services plc v Celtech International Ltd [2006] EWHC 63 (Comm); [2006] 1 Lloyd's Rep 599...788
- Darlington Borough Council v Wiltshier Northern Ltd [1995] 1 WLR 68...974
- Daulia Ltd v Four Millbank Nominees Ltd [1978] Ch 231...112
- Daventry District Council v Daventry & District Housing Ltd [2011] EWCA Civ 1153; [2012] 1 WLR 1333...563, 564
- Davies v AIB Group (UK) plc [2012] EWHC 2178 (Ch); [2012] 2 P & CR 19...676
- Davis Contractors Ltd v Fareham Urban District Council [1956] AC 696...698, 701-4, 705, 719
- Dawson v Great Northern & City Railway Co [1905] 1 KB 260...978
- De Francesco v Barnum (1890) 45 Ch D 430...922
- De Lassalle v Guildford [1901] 2 KB 215...292, 604
- De Mattos v Gibson (1858) 4 De G & J 276...1022
- Deepak Fertilisers and Petrochemicals Corporation v ICI Chemicals & Polymers Ltd [1999] 1 Lloyd's Rep 387...398
- Denny v Hancock (1870) LR 6 Ch App 1...36, 40, 41, 42, 519
- Denny, Mott & Dickson v James B Fraser & Co Ltd [1944] AC 265...719
- Derry v Peek (1889) 14 App Cas 337...292, 613-15, 628
- Deutsche Genossenschaftsbank v Burnhope [1995] 1 WLR 1580...368, 375
- Devenish Nutrition Ltd v Sanofi-Aventis SA [2008] EWCA Civ 1086; [2009] Ch 390...901, 902, 903, 905
- Diamond v British Columbia Thoroughbred Breeders' Society (1966) 52 DLR (2d) 146...538
- Dick Bentley Productions Ltd v Harold Smith (Motors) Ltd [1965] 1 WLR 623...298-9, 300, 303
- Dickinson v Dodds (1876) 2 Ch D 463...117-19
- Dies v British and International Mining and Finance Co [1939] 1 KB 715...912
- Diesen v Samson 1971 SLT (Sh Ct) 49...856
- Dimmock v Hallett (1866) LR 2 Ch App 21...589
- Dimskal Shipping Co SA v International Transport Workers' Federation (The Evia Luck) [1992] 2 AC 152...628, 631, 647, 648
- Director General of Fair Trading v First National Bank [2001] UKHL 52; [2002] 1 AC 481...2, 457, 465, 475, 476-80, 490

- Dolphin Maritime & Aviation Services Ltd v Sveriges Angfartygs Assurans Forening [2009] EWHC 716 (Comm); [2009] 2 Lloyd's Rep 123... 1007
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- Dyster v Randall & Sons [1926] Ch 932... 980
- EE Caledonia Ltd v Orbit Valve Co Europe [1993] 4 All ER 165... 367
- EE Caledonia Ltd v Orbit Valve Co Europe [1994] 1 WLR 1515... 411
- ERDC Group Ltd v Brunel University [2006] EWHC 687 (TCC) [2006] BLR 255... 94
- Earl of Aylesford v Morris (1873) 8 Ch App 484... 681
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- Edmund Murray Ltd v BSP International Foundations Ltd (1993) 33 Con LR 1... 414
- Edwards v Skyways Ltd [1964] 1 WLR 349... 267, 282
- Edwinton Commercial Corporation, Global Tradeways Ltd v Tsavlis Russ (Worldwide Salvage & Towage) Ltd (The 'Sea Angel') [2007] EWCA Civ 547; [2007] 2 Lloyd's Rep 517... 706, 709, 711
- Elder Dempster & Co v Paterson Zochonis & Co [1924] AC 522... 983, 991
- Eminence Property Developments Ltd v Heaney [2010] EWCA Civ 1168; [2011] 2 All ER (Comm) 223... 789
- Entores Ltd v Miles Far East Corporation [1955] 2 QB 327, CA... 96–8, 100
- Erlanger v New Sombrero Phosphate Co (1878) 3 App Cas 1218... 600
- Errington v Errington [1952] 1 KB 290... 112
- Ertel Bieber and Co v Rio Tinto Co Ltd [1918] AC 260... 707, 719
- Esso Petroleum Co Ltd v Mardon [1976] QB 801... 300–2, 303, 577, 580
- Esso Petroleum Ltd v Commissioners of Customs and Excise [1976] 1 WLR 1... 280
- Evans v Lloyd [2013] EWHC 1725 (Ch)... 671
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- Export Credit Guarantee Department v Universe Oil Products Ltd [1983] 1 WLR 399... 911
- F & G Sykes (Wessex) Ltd v Fine Fare Ltd [1967] 1 Lloyd's Rep 53... 135, 140
- FG Wilson (Engineering) Ltd v John Holt & Co (Liverpool) Ltd [2012] EWHC 2477 (Comm); [2012] BLR 468... 431
- Fairclough Building Ltd v Borough Council of Port Talbot (1993) 62 Build LR 82... 73
- Falcke v Gray (1859) 4 Drew 651... 918
- Fanti, The [1989] 1 Lloyd's Rep 239... 911
- Farley v Skinner [2001] UKHL 49; [2002] 2 AC 732... 826, 835, 836, 847–56, 858
- Federal Commerce & Navigation Co Ltd v Molena Alpha Inc [1979] AC 757... 789
- Feldaroll Foundry Plc v Hermes Leasing (London) Ltd [2004] EWCA Civ 747... 435
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- Ferrometal SARL v Mediterranean Shipping Co SA [1989] AC 788... 793, 794, 796
- Fibrosa Spolka Akcyjna v Fairbairn Lawson Combe Barbour Ltd [1943] AC 32... 708, 719, 726, 727, 737
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- Finland Investments Ltd v Pritchard [2011] EWHC 113 (Ch); [2011] All ER (D) 18 (Feb)... 682
- First Energy (UK) Ltd v Hungarian International Bank Ltd [1993] 2 Lloyd's Rep 194... 496
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- Fletcher Challenge Energy Ltd v Electricity Corporation of New Zealand Ltd [2002] 2 NZLR 433... 129
- Floods of Queensferry v Shand Construction Ltd [2000] BLR 8... 618
- Foakes v Beer (1884) 9 App Cas 605... 164, 180, 181–4, 189, 190, 193, 194, 196
- Foley v Classique Coaches Ltd [1934] 2 KB 1... 123, 135
- Force India Formula One Team Ltd v Etihad Airways PJSC [2010] EWCA Civ 1051; [2011] ETMR 10... 763, 794
- Ford Motor Co Ltd v Amalgamated Union of Engineering and Foundry Workers [1969] 2 QB 303... 283
- Fortress Value Recovery Fund LLC v Blue Skye Special Opportunities Fund [2013] EWCA Civ 367; [2013] 1 WLR 3466... 1019
- Fraser River Pile & Dredge Ltd v Can-Dive Services Ltd [2000] 1 Lloyd's Rep 199... 994
- Frederick E. Rose (London) Ltd v William H. Pim Jnr & Co Ltd [1953] 2 QB 450... 562
- Frost v Knight (1872) LR 7 Ex 111... 795

- Fu Yuan Foodstuff Manufacturer Pte Ltd v Methodist Welfare Services [2009] SGCA 23; [2009] 3 SLR 925...788
- Fuji Seal Europe Ltd v Catalytic Combustion Corporation [2005] EWHC 1659 (TCC); (2005) 102 Con LR 47...975
- G and C Kreglinger v New Patagonia Meat and Cold Storage Co Ltd [1914] AC 25...504
- G Percy Trentham Ltd v Archital Luxfer Ltd [1993] 1 Lloyd's Rep 25...141
- GHSP Incorporated v AB Electronic Ltd [2010] EWHC 1828 (Comm); [2011] 1 Lloyd's Rep 432...87
- Gamerco SA v ICM/Fair Warning (Agency) Ltd [1995] 1 WLR 1226...737
- Gator Shipping Corporation v Trans-Asiatic Oil Ltd SA and Occidental Shipping Establishment (The Odenfield) [1978] 2 Lloyd's Rep 357...803, 804
- Gay Choon Ing v Loh Sze Ti Terence Peter [2009] SGCA 3; [2009] 2 SLR 332...243
- General Reinsurance Corp v Forsakringsaktiebolaget Fennia Patria [1983] QB 856...340
- George Mitchell (Chesterhall) Ltd v Finney Lock Seeds Ltd [1983] 2 AC 803...373, 414, 429, 430, 432, 434, 441-4
- George Wimpey UK Ltd v VI Components Ltd [2005] EWCA Civ 77; [2005] BLR 135...567
- Geys v Société Generale, London Branch [2012] UKSC 6; [2013] 1 AC 523...350, 792
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- Giles v Edwards (1797) 7 Term Rep 181...846
- Gillatt v Sky Television Ltd [2000] 1 All ER (Comm) 461...138
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- Glasbrook Brothers Ltd v Glamorgan County Council [1925] AC 270...162, 163, 179
- Godley v Perry [1960] 1 WLR 9...338
- Gold Group Properties Ltd v BDW Trading Ltd [2010] EWHC 1632 (TCC); [2010] BLR 235...719
- Golden Strait Corporation v Nippon Yusen Kubishika Kaisha [2007] UKHL 12; [2008] 2 AC 353...859
- Gordon v Selico (1985) 275 EG 899; (1986) 111 HLR 219...588
- Gore v Van Der Lann [1967] 2 QB 31...965
- Goss v Chilcott [1996] AC 788...847
- Grainger & Son v Gough (Surveyor of Taxes) [1896] AC 325...55
- Gran Gelato Ltd v Richcliff (Group) Ltd [1992] Ch 560...607
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- Grant v Australian Knitting Mills Ltd [1936] AC 85...847
- Granville Oil & Chemicals v Davis Turner [2003] EWCA Civ 570; [2003] 2 Lloyd's Rep 356...430
- Great Eastern Shipping Co Ltd v Far East Chartering Ltd (The Jag Ravi) [2012] EWCA Civ 180; [2012] 1 Lloyd's Rep 637...1007, 1008
- Great Peace Shipping Ltd v Tsavlis Salvage (International) Ltd [2002] EWCA Civ 1407; [2003] QB 679...517, 537, 538, 545-51, 553, 559, 560
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- HIH Casualty and General Insurance Ltd v Chase Manhattan Bank [2003] UKHL 6; [2003] 2 Lloyd's Rep 61...412
- HIH Casualty and General Insurance Ltd v Chase Manhattan Bank [2001] EWCA Civ 1250...591, 619
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- Hammond v Osborn [2002] EWCA Civ 885...656, 677
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- Harbutt's Plasticine Ltd v Wayne Tank and Pump Co Ltd [1970] 1 QB 447...413
- Harlingdon and Leinster Enterprises Ltd v Christopher Hull Fine Art Ltd [1991] 1 QB 564...338
- Harris v Watson (1791) 1 Peake 102...167
- Harrison v Shepherd Homes Ltd [2011] EWHC 1811 (TCC); [2011] All ER (D) 140 (Jul)...463
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- Hart v O'Connor [1985] AC 1000...594
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- Harvela Investments Ltd v Royal Trust Company of Canada (CI) Ltd [1986] AC 20...73
- Harvey v Facey [1893] AC 55...53

- Hedley Byrne & Co Ltd v Heller & Partners Ltd [1964] AC 465...292, 297, 302, 603, 613
- Heilbut, Symons & Co v Buckleton [1913] AC 30...292
- Henderson v Stevenson (1875) LR 2 HL (Sc) 470...324
- Hendy Lennox (Industrial Engines) Ltd v Graham Puttick Ltd [1984] 1 WLR 485...391
- Henry v Henry [2010] UK PC 3; [2010] 1 All ER 988...223
- Henry Kendall & Sons (A Firm) v William Lillico & Sons Ltd [1969] 2 AC 31...331
- Henthorn v Fraser [1892] 2 Ch 27...107, 111, 116
- Herbert v Doyle [2010] EWCA Civ 1095; (2010) 13 ITEL 561...261
- Herne Bay Steam Boat Company v Hutton [1903] 2 KB 683...720, 722–4
- Heyman v Darwins Ltd [1942] AC 356...793
- Hillas & Co Ltd v Arcos Ltd (1932) 147 LT 503...124, 126–9, 130
- Hirji Mulji v Cheong Yue Steamship Co Ltd [1926] AC 497...726
- Hobbs v London and South Western Rly Co (1875) LR 10 QB 111...857
- Hochster v De la Tour (1853) 2 E & B 678...795
- Hollier v Rambler Motors (AMC) Ltd [1972] 2 QB 71...330, 408–11
- Holwell Securities Ltd v Hughes [1974] 1 WLR 155...104–7
- Homburg Houtimport BV v Agrosin Private Ltd (The Starsin) [2003] UKHL 12; [2004] 1 AC 715...994
- Hong Kong Fir v Kawasaki Kisen Kaisha [1962] 2 QB 26...753, 770–5
- Hooper v Oates [2013] EWCA Civ 91; [2013] 3 All ER 211...859
- Horne v Midland Railway Co (1873) LR 8 CP 131...864
- Horsfall v Thomas (1862) 1 H & C 90...578
- Hotel Services Ltd v Hilton International Hotels (UK) Ltd [2000] BLR 235...415
- Hounslow London Borough Council v Twickenham Garden Developments Ltd [1971] Ch 233...801
- Household Fire and Carriage Accident Insurance Co v Grant (1879) 4 Ex D 216...108
- Howard Marine and Dredging Co Ltd v A Ogdon & Sons (Excavations) Ltd [1978] QB 574...609–12, 613
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- Huyton SA v Peter Cremer GmbH & Co [1999] 1 Lloyd's Rep 620...648–9
- Hyde v Wrench (1840) 3 Beav 334...80
- Hyundai Shipbuilding and Heavy Industries Ltd v Papadopoulos [1980] 1 WLR 1129...913
- IFE Fund SA v Goldman Sachs International [2007] EWCA Civ 811; [2007] 2 Lloyd's Rep 449...581
- ING Bank NV v Ros Roca SA [2011] EWCA Civ 353; [2012] 1 WLR 472...223, 381
- Imam-Sadeque v Bluebay Asset Management (Services) Ltd [2012] EWHC 3511 (QB); [2013] IRLR 344...906, 909
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- Ingram v Little [1961] 1 QB 31...523, 535
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- Internet Broadcasting Corporation v MAR LLC [2009] EWHC 844 (Ch); [2009] 2 Lloyd's Rep 295...414
- Investors Compensation Scheme Ltd v West Bromwich Building Society [1998] 1 WLR 896...290, 348, 369, 370, 371, 372, 377, 404, 406, 412
- Irani v Southampton and South West Hampshire Health Authority [1985] ICR 590...923
- Isabella Shipowner Ltd v Shagang Shipping Co Ltd (The Aquafath) [2012] EWHC 1077 (Comm); [2012] 2 Lloyd's Rep 61...804
- Islamic Republic of Iran Shipping Lines v Steamship Mutual Underwriting Association (Bermuda) Ltd [2010] EWHC 2661 (Comm); [2011] 1 Lloyd's Rep 195...706, 719
- Islington London Borough Council v UCKAC [2006] EWCA Civ 340...595
- J Lauritzen AS v Wijsmuller BV (The 'Super Servant Two') [1990] 1 Lloyd's Rep 1...393, 697, 698, 707, 712, 713–17, 718
- J Pereira Fernandes SA v Mehta [2006] EWHC 813 (Ch); [2006] 1 WLR 1543...265
- J Spurling Ltd v Bradshaw [1956] 1 WLR 461...326, 403
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- James Miller & Partners Ltd v Whitworth Street Estates (Manchester) Ltd [1970] AC 583...378
- Jarvis v Swans Tours Ltd [1973] QB 233...856, 858
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- John Grimes Partnership Ltd v Gubbins [2013] EWCA Civ 37; [2013] BLR 126...886
- Johnson v Agnew [1980] AC 367...795, 859
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- Joscelyne v Nissen [1970] 2 QB 86...564-6
- Junior Books Ltd v Veitchi Co Ltd [1983] 1 AC 520...947, 981
- Kaye v Nu Skin UK Ltd [2009] EWHC 3509 (Ch); [2011] 1 Lloyd's Rep 40...324
- Keates v Cadogan (1851) 10 CB 591...587
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- Kemble v Farren (1829) 6 Bing 141...908
- Kepong Prospecting Ltd v Schmidt [1968] AC 810...955
- King's Norton Metal Co v Edridge Merrett & Co Ltd (1897) 14 TLR 98...522
- Kinnear v Whittaker [2011] EWHC 1479 (QB); [2011] All ER (D) 78 (Jun)...261
- Kleinwort Benson Ltd v Malaysia Mining Corporation Berhad [1989] 1 WLR 379...378, 382, 583
- Kolmar Group AG v Traxpo Enterprises Pty Ltd [2010] EWHC 113 (Comm); [2010] 2 Lloyd's Rep 653...649, 652
- Koufos v C. Czarnikow Ltd (The Heron II) [1969] 1 AC 350...867-70
- Krell v Henry [1903] 2 KB 740...552, 553, 720-2, 724, 725
- Kuddus v Chief Constable of Leicestershire Constabulary [2001] UKHL 29; [2002] 2 AC 122...904, 905
- Kum v Wah Tat Bank Ltd [1971] 1 Lloyd's Rep 439...340
- L Schuler AG v Wickman Machine Tool Sales Ltd [1974] AC 235...378, 755, 757-62, 770, 776
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- Lancashire and Yorkshire Railway v MacNicholl (1919) 88 LJKB 601...522
- Leaf v International Galleries [1950] 2 KB 86...543, 598
- Lefkowitz v Great Minneapolis Surplus Stores Inc, 86 NW 2d 689 (1957)...65-7
- Lens v Devonshire Club, *The Times*, 4 December 1914...277
- Leofelis SA v Lonsdale Sports Ltd [2008] EWCA Civ 460...613
- Les Affreteurs Reunis v Walford [1919] AC 801...975
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- Liverpool City Council v Irwin [1977] AC 239; [1976] QB 319...350-5, 356, 358
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- Lord Strathcona Steamship Co Ltd v Dominion Coal Co Ltd [1926] AC 108...1022
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- McCutcheon v David MacBrayne Ltd [1964] 1 WLR 430...327-30, 402
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- McRae v Commonwealth Disposals Commission (1951) 84 CLR 377...538, 551, 552, 840
- Magee v Pennine Insurance Co Ltd [1969] 2 QB 507...557
- Maggs (t/a BM Builders) v Marsh [2006] EWCA Civ 1058; [2006] BLR 395...378
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- Mamidoil-Jetoil Greek Petroleum Company SA v Okta Crude Oil Refinery AD [2001] 2 Lloyd's Rep 76...131
- Manchester Diocesan Council for Education v Commercial and General Investments Ltd [1970] 1 WLR 241...100
- Mannai Investment Co Ltd v Eagle Star Life Assurance Co Ltd [1997] AC 749...378
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- Maple Leaf Marco Volatility Master Fund v Rouvroy [2009] EWCA Civ 1334; [2010] 2 All ER (Comm) 788...267
- Maredelanto Compania Naviera SA v Bergbau-Handel GmbH (The Mihalis Angelos) [1971] 1 QB 164...776, 777, 778, 780
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- May and Butcher Ltd v The King [1934] 2 KB 17...124-6, 129, 130, 131, 134, 135, 136, 139, 141, 142
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- Ministry of Sound (Ireland) Ltd v World Online Ltd [2003] EWHC 2178 (Ch)...802
- Mir Steel UK Ltd v Morris [2012] EWCA Civ 1397; [2013] 2 All ER (Comm) 54...413
- Monarch Steamship Co Ltd v Karlshamns Oljefabriker (A/B) [1949] AC 196...860
- Moorcock, The (1889) 14 PD 64...342, 343-5
- Moores v Yakeley Associates Ltd (1999) 62 Con LR 76...432
- Morris v C W Martin & Sons Ltd [1966] 1 QB 716...1021
- Multi-Link Leisure Developments v North Lanarkshire Council [2010] UKSC 47; [2011] 1 All ER 175...379, 381, 382
- Munkenbeck & Marshall v Harold [2005] EWHC 356 (TCC); [2005] All ER (D) 227 (Apr)...462
- Murray v Leisureplay plc [2005] EWCA Civ 963; [2005] IRLR 946...908
- Museprime Properties Ltd v Adhill Properties Ltd (1991) 61 P & CR 111...577
- Musumeci v Winadell Pty Ltd (1994) 34 NSWLR 723...194-6
- Mutual Finance Ltd v John Wetton & Sons Ltd [1937] 2 KB 389...628
- NLA Group Ltd v Bowers [1999] 1 Lloyd's Rep 109...373
- National Carriers Ltd v Panalpina (Northern) Ltd [1981] AC 675...552, 698, 739, 740-3
- National Commercial Bank (Jamaica) Ltd v Hew [2003] UKPC 51...654, 673, 676
- National Merchant Buying Society Ltd v Bellamy [2012] EWHC 2563 (Ch); [2012] All ER (D) 325 (Jul)...652
- National Westminster Bank v Utrecht-America Finance Company [2001] EWCA Civ 658; [2001] 3 All ER 733...373, 406
- National Westminster Bank plc v Morgan [1985] AC 686...655, 680, 685, 687
- Nav Canada v Greater Fredericton Airport Authority Inc (2008) 290 DLR (4th) 405...176
- Nema, The [1982] AC 724...706, 719
- New Hampshire Insurance Co v Philips Electronics North America Corporation (No 2) [1999] LRLR 66...373
- New Zealand Shipping Co Ltd v A M Satterthwaite & Co Ltd (The Eurymedon) [1975] AC 154...46, 158, 975, 983, 991, 992, 1000, 1009
- Newport City Council v Charles [2008] EWCA Civ 1541; [2009] 1 WLR 1884...221
- Nicolene Ltd v Simmonds [1953] 1 QB 543...139
- Nisshin Shipping Co Ltd v Cleaves & Co Ltd [2003] EWHC 2602 (Comm); [2004] 1 Lloyd's Rep 38...1007, 1019
- Nocton v Lord Ashburton [1914] AC 932...292
- North Eastern Properties v Coleman [2010] EWCA Civ 277; [2010] 1 WLR 2715...259, 260
- North Ocean Shipping Co Ltd v Hyundai Construction Co Ltd (The Atlantic Baron) [1979] QB 705...632-3, 646, 652
- Northern Indiana Public Service Co v Carbon County Coal Co, 799 F 2d 265...725
- Norwich City Council v Harvey [1989] 1 WLR 828...995, 996
- Notts Patent Brick and Tile Co v Butler (1866) 16 QBD 778...501, 589
- OBG Ltd v Allan [2007] UKHL 21; [2008] 1 AC 1...1021