

THE
INTERPRETATION
OF
CONTRACTS

First Supplement
to the
Fourth Edition

Sir Kim Lewison

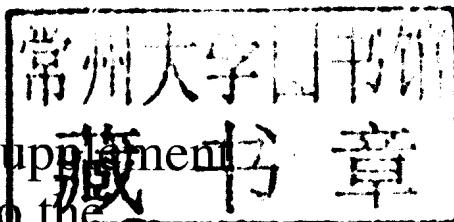
CONTRACT
LAW
LIBRARY

SWEET & MAXWELL

THE CONTRACT LAW LIBRARY

**THE
INTERPRETATION
OF
CONTRACTS**

First Supplement
to the



Fourth Edition

By

SIR KIM LEWISON

One of Her Majesty's Justices of the High Court

SWEET & MAXWELL



THOMSON REUTERS

CONTENTS

<i>Table of Cases</i>	<i>Page</i>
	xiii
<i>Table of Statutes</i>	xxxii
<i>Table of Statutory Instruments</i>	xxxiii

CHAPTER 1 AN OVERVIEW

1. In a nutshell	Para. 1.01
2. A new beginning?	1.02
4. The admissible evidence	1.04
5. Negotiations and subjective intent	1.05
7. The importance of the words	1.07

CHAPTER 2 THE PURPOSE OF INTERPRETATION

1. The process of interpretation	2.01
2. Ascertainment of meaning to a reasonable reader	2.02
3. Interpretation is objective	2.03
4. A contract only has one meaning	2.04
5. What is intention?	2.05
6. How the meaning of the contract is to be ascertained	2.06
7. Business common sense	2.07
8. The limits of business common sense	2.08
9. Prima facie presumptions	2.09
12. Matters of impression	2.12
13. Why not say it?	2.13

CHAPTER 3 THE MATERIALS AVAILABLE

2. Supplemental documents	3.02
3. Documents forming part of the same transaction	3.03
4. Deleted words	3.04
5. Antecedent agreements	3.05
6. Draft agreements	3.06
7. Explanatory notes	3.07
8. Pre-contractual negotiations	3.08
9. Expressly incorporated terms	3.09

CONTENTS

	<i>Para.</i>
10. The parol evidence rule	3.10
11. Terms incorporated by conduct	3.11
12. When a representation becomes a term of the contract	3.12
13. Entire agreement clauses	3.13
14. Background	3.14
15. Subsequent conduct of the parties	3.15

CHAPTER 4 LAW AND PRECEDENT

1. Law and fact	4.01
2. Fact	4.02
3. Classification and construction	4.03
5. Construction not to be affected by legal result	4.05
6. The legal background	4.06
7. The use of precedent in theory	4.07
9. Standard forms of conveyancing agreements	4.09

CHAPTER 5 THE MEANING OF WORDS

1. The golden rule	5.01
2. The ordinary meaning of words	5.02
3. The use of dictionaries and other materials	5.03
5. Words of imprecise meaning	5.05
8. Legal terms of art	5.08
11. Definition clauses	5.11
13. Headings	5.13
14. Layout and punctuation	5.14
15. Date for application of meaning	5.15
16. Statutory meanings	5.16

CHAPTER 6 IMPLIED TERMS

1. The nature of implied terms	6.01
2. Test for implied terms as legal incidents	6.02
4. Conditions to be fulfilled	6.04
6. The term must be necessary to give business efficacy to the contract	6.06
7. The term must be so obvious it goes without saying	6.07
8. The term must be capable of clear expression	6.08
9. The term must not contradict any express term of the contract	6.09
10. Terms implied by custom	6.10
13. Terms as to co-operation	6.13
14. Time of performance	6.14
15. Terms as to price	6.15
16. Terms as to duration	6.16
17. Standard of performance	6.17

CONTENTS

CHAPTER 7 THE CANONS OF CONSTRUCTION

	<i>Para.</i>
2. Construing the document as a whole	7.02
3. Giving effect to all parts of a contract	7.03
4. Standard printed terms and special terms	7.04
5. General provisions and special provisions	7.05
6. Express mention of part of subject-matter	7.06
7. Express terms negative implied terms	7.07
8. Construction contra proferentem	7.08
9. Construction in favour of consumer	7.09
10. Party not to take advantage of own wrong	7.10
11. Contract to be construed so as to be lawful	7.11
13. The ejusdem generis principle	7.13
15. Saving the document	7.15
16. The reasonableness of the result	7.16
17. The clear words principle	7.17

CHAPTER 8 AMBIGUITY AND UNCERTAINTY

1. The meaning of ambiguity	8.01
5. The nature of the admissible evidence	8.05
6. Election curing ambiguity	8.06
7. Who has the right to elect	8.07
8. When the election is to be made	8.08
10. Uncertainty	8.10
13. Unwillingness to hold void for uncertainty	8.13
14. Executory and executed contracts	8.14
16. Agreements to agree	8.16
17. Effect of uncertainty	8.17
18. Dispute resolution	8.18

CHAPTER 9 MISTAKES AND INCONSISTENCIES

1. Correction of mistakes by construction	9.01
4. The quality of the mistake	9.04
7. False labels	9.07
10. Inconsistency between written and printed clauses	9.10
13. Approach to potential inconsistency	9.13

CHAPTER 10 PRELIMINARY PARTS OF A DEED

8 Misnomer	10.08
9. Third party may take the benefit of a contract	10.09
10. Recitals	10.10

CONTENTS

	<i>Para.</i>
12. Recitals and contracts whose meaning is clear	10.12
13. Recitals and contracts whose meaning is otherwise unclear	10.13
18. Consideration	10.18

CHAPTER 11 PARCELS AND THE SUBJECT-MATTER OF THE CONTRACT

3. Evidence admissible to identify the subject-matter of contract	11.03
5. Admissibility of evidence: special rules	11.05
7. Plans	11.07
12. Horizontal divisions	11.12
13. External walls and projections	11.13
14. Exceptions and reservations	11.14
15. Conveyances “subject to” other interests	11.15

CHAPTER 12 EXEMPTION CLAUSES

2. Construction of contract as a whole	12.02
3. General approach to exclusion clauses	12.03
6. Liability for negligence	12.06
12. Presumptions of construction	12.12
13. The limits of an exemption clause	12.13
15. Indemnity clauses	12.15
19. Exclusion of particular rights or remedies	12.19

CHAPTER 13 CERTIFICATES, CONSENTS, AND DEEMING CLAUSES

1. Certificates	13.01
5. Whether certificate or approval may be unreasonably withheld	13.05
6. Form of certificate and identity of certifier	13.06
7. Finality of certificate or expert determination	13.07
9. Certificates as conditions precedent	13.09
11. Deeming clauses	13.11

CHAPTER 14 STIPULATIONS AS TO TIME

Divisions of Time and its Computation	000
10. Action forthwith or as soon as possible	14.10

CHAPTER 15 CONDITIONS AND CONDITIONAL OBLIGATIONS

2. Conditions precedent	15.02
6. Implied duties to fulfil conditions	15.06

CONTENTS

	<i>Para.</i>
7. Express duties to fulfil conditions: best endeavours and similar clauses	15.07
8. Time for fulfilment of conditions	15.08
12. When a term is a condition	15.12
14. Options and unilateral contracts	15.14

CHAPTER 16 PENALTIES, TERMINATION AND FORFEITURE CLAUSES

1. Nature of a penalty clause	16.01
2. Penalty a question of construction	16.02
3. Sum must be payable on breach	16.03
4. Sum payable on breach and other events	16.04
5. Terminology not decisive	16.05
7. Sum payable extravagant and unconscionable	16.07
9. Accelerated payment	16.09
11. Deposits	16.11

	<i>Page</i>
Appendix	127
Index	147

TABLE OF CASES

A v British Coal Corp [2007] EWHC 1406 (QB)	3.15
A Turtle Offshore SA v Superior Trading Inc [2008] EWHC 3034 (Admlyt); [2009] 2 All E.R. (Comm) 624; [2009] 1 Lloyd's Rep. 177; [2008] 2 C.L.C 953	12.02
AIC Ltd v Marine Pilot Ltd (The Archimidis) [2007] EWHC 1182 (Comm); [2007] 2 All E.R. (Comm) 189; [2007] 2 Lloyd's Rep. 101; [2007] 1 C.L.C. 762; (2007) 157 N.L.J. 743	7.02
AMCI Investments Pty Ltd v Rio Doce Australia Pty Ltd [2008] QCA 387	5.14
Absalom v TCRU Ltd (formerly Monument Insurance Brokers Ltd) [2005] EWCA Civ 1586; [2006] 1 All E.R. (Comm) 375; [2006] 2 Lloyd's Rep. 129; [2006] 1 C.L.C. 648, CA (Civ Div)	1.01
Ace Capital Ltd v CMS Energy Corp [2008] EWHC 1843 (Comm); [2008] 2 C.L.C. 318; [2009] Lloyd's Rep. I.R. 414	5.13, 7.04
Acertec Construction Products Ltd (Formerly BRC Ltd) v Thamesteel Ltd [2008] EWHC 2966 (Comm)	8.13, 8.14
Adler v Ananhall Advisory & Consultancy Services Ltd [2009] EWCA Civ 586; [2009] N.P.C. 80; [2009] 2 P. & C.R. DG18	6.07
Advantage Business Systems Ltd v Hopley [2007] EWHC 1783 (QB)	4.05
Agip SpA v Navigazione Alta Italia SpA (The Nai Genova and The Nai Superba) [1984] 1 Lloyd's Rep. 353	App
Agricultural and Rural Finance Pty Ltd v Gardiner [2008] HCA 57	3.15, 5.01
Akici v LR Butlin Ltd [2005] EWCA Civ 1296; [2006] 1 W.L.R. 201; [2006] 2 All E.R. 872; [2006] 1 P. & C.R. 21; [2006] L. & T.R. 1; [2006] 1 E.G.L.R. 34; [2006] 07 E.G. 136; [2005] 45 E.G. 168 (C.S.); (2005) 149 S.I.L.B. 1352; [2005] N.P.C. 126, CA (Civ Div)	4.09
Aktor, The. <i>See</i> PT Berlian Laju Tanker TBK v Nuse Shipping Ltd (The Aktor)	
Al-Saloom v Shirley James Travel Services Ltd (1981) 42 P. & C.R. 181; (1981) 259 E.G. 420; (1981) 125 S.J. 397, CA (Civ Div)	14.18
Alampi v Swartz [1964] 43 D.L.R. (2d) 11	8.05
Alan Wibberley Building Ltd v Insley [1999] 1 W.L.R. 894; [1999] 2 All E.R. 897; (1999) 78 P. & C.R. 327; [1999] 2 E.G.L.R. 89; [1999] 24 E.G. 160; [1999] E.G. 66 (C.S.); (1999) 96(21) L.S.G. 39; (1999) 143 S.J.L.B. 146; [1999] N.P.C. 54; (1999) 78 P. & C.R. D19, HL	11.07
Alchemy Estates Ltd v Astor [2008] EWHC 2675 (Ch); [2009] 1 W.L.R. 940; [2009] 2 P. & C.R. 5; [2008] 3 E.G.L.R. 143; Times, February 3, 2009	7.04, 9.10
Alexander v Standard Telephones & Cables Ltd (No.2) [1991] I.R.L.R. 286; Independent, July 31, 1989	3.09
Alfred McAlpine Capital Projects Ltd v Tilebox Ltd [2005] EWHC 281 (TCC); [2005] B.L.R. 271; 104 Con. L.R. 39; (2005) 21 Const. L.J. 539	16.02, 16.07
Alitalia-Linee Aeree Italiane Spa v Rotunno [2008] EWHC 185 (Ch); [2008] Pens. L.R. 175; Times, March 12, 2008	2.04
Allied Domecq (Holdings) Ltd v Allied Domecq First Pension Trust Fund [2008] EWCA Civ 1084; [2008] Pens. L.R. 425	4.06

TABLE OF CASES

Amalgamated Investment & Property Co Ltd (In Liquidation) v Texas Commerce International Bank Ltd [1982] Q.B. 84; [1981] 3 W.L.R. 565; [1981] 3 All E.R. 577; [1982] 1 Lloyd's Rep. 27; [1981] Com. L.R. 236; (1981) 125 S.J. 623, CA (Civ Div)	3.08
Anders & Kern UK Ltd (t/a Anders & Kern Presentation Systems) v CGU Insurance Plc (t/a Norwich Union Insurance) [2007] EWCA Civ 1481; [2008] 2 All E.R. (Comm) 1185; [2008] Lloyd's Rep. I.R. 460	6.09, 13.05
Anglo Continental Educational Group (GB) Ltd v Capital Homes (Southern) Ltd [2009] EWCA Civ 218; [2009] C.P. Rep. 30; [2009] 12 E.G. 98 (C.S.); [2009] N.P.C. 44	3.08, 5.11, 7.15
Antiparos ENE v SK Shipping Co Ltd (The Antiparos) [2008] EWHC 1139 (Comm); [2009] 1 All E.R. (Comm) 1004; [2008] 2 Lloyd's Rep. 237; [2008] 2 C.L.C. 601; (2008) 158 N.L.J. 825	7.03, 8.07, 12.15
Appleyard Ltd v Ritecrown Ltd [2007] EWHC 3515 (Ch); [2009] B.P.I.R. 235 ..	2.04
Arbuthnot Fund Managers Ltd v Rawlings; sub nom. Arbuthnot Fund Managers Ltd v Rawlins [2002] EWHC 2823 (QB); [2003] All E.R. (D) 181 (Mar), CA (Civ Div)	4.05
Ardentia Ltd v British Telecommunications Plc [2008] EWHC 2111 (Ch); 119 Con. L.R. 50	8.18
Artificial Solutions Germany GMBH v Creative Virtual Ltd [2008] EWHC 593 (Ch)	App
Aspen Insurance UK Ltd v Pectel Ltd [2008] EWHC 2804 (Comm); [2009] Lloyd's Rep. I.R. 440	7.06, 14.10, 15.02
Associated British Ports v Ferryways NV [2008] EWHC 1265 (Comm); [2008] 2 Lloyd's Rep. 353; on appeal [2009] EWCA Civ 189; [2009] 1 Lloyd's Rep. 595; [2009] 1 C.L.C. 350	4.03, 9.07, 16.03
Attorney General of Belize v Belize Telecom Ltd [2009] UKPC 10; [2009] 1 W.L.R. 1988; [2009] Bus. L.R. 1316; [2009] 2 All E.R. 1127; [2009] 2 All E.R. (Comm) 1; [2009] B.C.C. 433; [2009] 2 B.C.L.C. 148	2.05, 2.08, 3.08, 3.14, 6.01, 6.04, 6.06, 6.07, 6.13, 11.03
Automotive Latch Systems Ltd v Honeywell International Inc [2008] EWHC 2171 (Comm)	6.14, 15.08
BHP Petroleum Ltd v British Steel Plc [2000] 2 All E.R. (Comm) 133; [2000] 2 Lloyd's Rep. 277; [2000] C.L.C. 1162; 74 Con. L.R. 63, CA (Civ Div)	12.03
BP Refinery (Westernpoint) Pty Ltd v Shire of Hastings 180 C.L.R. 266; (1978) 52 A.L.J.R. 20	6.04
Bank of Credit and Commerce International SA (In Liquidation) v Ali (No.1) [2001] UKHL 8; [2002] 1 A.C. 251; [2001] 2 W.L.R. 735; [2001] 1 All E.R. 961; [2001] I.C.R. 337; [2001] I.R.L.R. 292; [2001] Emp. L.R. 359; (2001) 98(15) L.S.G. 32; (2001) 151 N.L.J. 351; (2001) 145 S.J.L.B. 67; (2001) 145 S.J.L.B. 70, HL	1.04, 3.14, 4.07, App
Bank of India v Patel [1982] 1 Lloyd's Rep. 506; Times, October 27, 1981	10.13
Bank of India v Patel [1983] 2 Lloyd's Rep. 298	10.13
Bank of Scotland v Dunedin Property Investment Co Ltd (No.1) 1998 S.C. 657; 1999 S.L.T. 470; 1998 S.C.L.R. 531; 1998 G.W.D. 18-887, IH (1 Div)	3.08
Barclays Bank Plc v Prudential Assurance Co Ltd [1998] B.C.C. 928; [1998] B.P.I.R. 427; [1998] 1 E.G.L.R. 44; [1998] 10 E.G. 159; [1997] E.G. 131 (C.S.)	3.02
Batey v Jewson Ltd [2008] EWCA Civ 18	3.14
Bay of Plenty Electricity Ltd v Vector Gas Ltd [2008] NZCA 338	2.05, 2.07, 3.09
Baynes v Hedger [2008] EWHC 1587 (Ch); [2008] 2 F.L.R. 1805; [2008] 3 F.C.R. 151; [2008] W.T.L.R. 1719; (2008-09) 11 I.T.E.L.R. 71; [2008] Fam. Law 1087	2.04

TABLE OF CASES

Beaufort Developments (NI) Ltd v Gilbert-Ash (NI) Ltd [1999] 1 A.C. 266; [1998] 2 W.L.R. 860; [1998] 2 All E.R. 778; [1998] N.I. 144; [1998] C.L.C. 830; 88 B.L.R. 1; 59 Con. L.R. 66; (1998) 14 Const. L.J. 280; [1998] E.G. 85 (C.S.); (1998) 95(24) L.S.G. 33; (1998) 95(31) L.S.G. 34; (1998) 148 N.L.J. 869; (1998) 142 S.J.L.B. 172; [1998] N.P.C. 93; [1998] N.P.C. 91, H.L. (NI)	4.07
Beazer Homes Ltd v Stroud [2005] EWHC 2686 (Ch); [2006] 2 P. & C.R. 6; [2006] 2 E.G.L.R. 115; [2006] J.P.L. 1018; [2005] 48 E.G. 223, Ch D	3.08
Beckett Investment Management Group Ltd v Hall [2007] EWCA Civ 613; [2007] I.C.R. 1539; [2007] I.R.L.R. 793; (2007) 151 S.J.L.B. 891; Times, July 11, 2007	4.05, 7.03
Beddow v Cayzer [2007] EWCA Civ 644	8.10
Bedfordshire Police Authority v Constable [2009] EWCA Civ 64; [2009] 2 All E.R. (Comm) 200; [2009] Lloyd's Rep. I.R. 607	5.08
Benedetti v Sawiris [2009] EWHC 1330 (Ch)	6.01
Bernhard Schulte Shipmanagement (Bermuda) Ltd Partnership v BP Shipping Ltd [2009] EWHC 111 (Comm); [2009] 1 All E.R. (Comm) 601	3.08
Best Beat Ltd (In Liquidation) v Mourant & Co Trustees Ltd [2008] EWHC 3156 (Ch)	5.01, 7.16
Bexbes LLP v Beer [2008] EWHC 2559 (Ch)	2.04
Big River Paraadise Ltd v Congreve [2008] NZCA 78	3.14, 5.15, 11.03
Bindra v Chopra [2008] EWHC 1715 (Ch); [2008] 3 F.C.R. 341; (2008-09) 11 I.T.E.L.R. 312	7.03, 7.15
Birmingham City Council v Walker [2007] UKHL 22; [2007] 2 A.C. 262; [2007] 2 W.L.R. 1057; [2007] 3 All E.R. 445; [2007] H.L.R. 38; [2008] 1 P. & C.R. 16; [2007] L. & T.R. 24; [2007] 2 E.G.L.R. 58; [2007] 21 E.G. 131 (C.S.); (2007) 157 N.L.J. 742; (2007) 151 S.J.L.B. 673; [2007] N.P.C. 61; [2007] 2 P. & C.R. DG10; Times, May 17, 2007	5.11
Bolkiah v Brunei Darussalam [2007] UKPC 63, PC (Brunei)	3.10
Boots UK Ltd v Trafford Centre Ltd [2008] EWHC 3372 (Ch)	2.12
Bottin International Investments Ltd v Venson Group Plc [2006] EWHC 3112 (Ch)	3.13
Bovis Lend Lease Ltd v Cofely Engineering Services [2009] EWHC 1120 (TCC)	2.13, 3.04
Boyarsky v Taylor [2008] NSWSC 1415	16.11
Bradford v James [2008] EWCA Civ 837; [2008] B.L.R. 538; (2008) 152(30) S.J.L.B. 32; [2008] N.P.C. 87	3.15, 11.05
Braes of Doune Wind Farm (Scotland) Ltd v Alfred McAlpine Business Services Ltd [2008] EWHC 426 (TCC); [2008] 2 All E.R. (Comm) 493; [2008] 1 Lloyd's Rep. 608; [2008] 1 C.L.C. 487; [2008] B.L.R. 321; [2008] Bus. L.R. D137	16.02
Bratton Seymour Service Co Ltd v Oxborough [1992] B.C.C. 471; [1992] B.C.L.C. 693; [1992] E.G. 28 (C.S.), CA (Civ Div)	6.01
Brighton and Hove City Council v Audus [2009] EWHC 340 (Ch); [2009] 9 E.G. 192 (C.S.); [2009] N.P.C. 31	4.03
Brikom Investments Ltd v Carr [1979] Q.B. 467; [1979] 2 W.L.R. 737; [1979] 2 All E.R. 753; (1979) 38 P. & C.R. 326; (1979) 251 E.G. 359, CA (Civ Div)	3.10
British Airways Pension Trustees Ltd v British Airways Plc [2002] P.L.R. 247	2.04
British Energy Power & Energy Trading Ltd v Credit Suisse [2008] EWCA Civ 53; [2008] 2 All E.R. (Comm) 524; [2008] 1 Lloyd's Rep. 413	7.02
Brookfield Construction Ltd v Foster & Partners Ltd [2009] EWHC 307 (TCC); [2009] B.L.R. 246; 123 Con. L.R. 47	5.11, 10.12
Brooks v Young [2008] EWCA Civ 816; [2008] 3 E.G.L.R. 27; [2008] 37 E.G. 148; [2008] 21 E.G. 139 (C.S.); (2008) 152(22) S.J.L.B. 32	2.03, 3.07

TABLE OF CASES

Bull v Nottinghamshire and City of Nottingham Fire and Rescue Authority [2007] EWCA Civ 240; [2007] I.C.R. 1631; [2007] B.L.G.R. 439; (2007) 151 S.J.L.B. 333	1.01
Burns Philip Hardware Ltd v Howard China Pty Ltd (1987) 8 N.S.W.L.R. 642	3.08
Butlin's Settlement Trusts (Rectification), Re [1976] Ch. 251; [1976] 2 W.L.R. 547; [1976] 2 All E.R. 483; (1975) 119 S.J. 794, Ch D	3.08, App
CA Blackwell (Contractors) Ltd v Gerling Allegemeine Verischerungs-AG [2007] EWCA Civ 1450; [2008] 1 All E.R. (Comm) 885; [2008] Lloyd's Rep. I.R. 529	3.07
Cable & Wireless Plc v IBM United Kingdom Ltd [2002] EWHC 2059 (Comm); [2002] 2 All E.R. (Comm) 1041; [2002] C.L.C. 1319; [2003] B.L.R. 89; [2002] Masons C.L.R. 58; (2002) 152 N.L.J. 1652, QBD (Comm)	8.18
Caffin v Aldridge [1895] 2 Q.B. 648, CA	8.18
Canada (Attorney General) v Rostrust Investments Inc [2007] CanLII 1878	4.01
Canada Steamship Lines Ltd v King, The [1952] A.C. 192; [1952] 1 All E.R. 305; [1952] 1 Lloyd's Rep. 1; [1952] 1 T.L.R. 261; (1952) 96 S.J. 72, PC (Can)	12.06
Cape Durasteel Ltd v Rosser and Russell Building Services Ltd 46 Con. L.R. 75	8.18
Cavell USA Inc v Seaton Insurance Co [2008] 2 C.L.C. 898	3.08
Channel Tunnel Group Ltd v Balfour Beatty Construction Ltd [1993] A.C. 334; [1993] 2 W.L.R. 262; [1993] 1 All E.R. 664; [1993] 1 Lloyd's Rep. 291; 61 B.L.R. 1; 32 Con. L.R. 1; [1993] I.L.Pr. 607; (1993) 137 S.J.L.B. 36; [1993] N.P.C. 8; Times, January 25, 1993, HL	8.18
Chantry Estates (South East) Ltd v Anderson [2008] EWHC 2457 (Ch)	6.07
Charles v Barzey [2002] UKPC 68; [2003] 1 W.L.R. 437; [2003] W.T.L.R. 343, PC (Dominica)	2.04, 4.05
Charrington & Co Ltd v Woorder [1914] A.C. 71, HL	App
Chartbrook Ltd v Persimmon Homes Ltd [2008] EWCA Civ 183; [2008] 2 All E.R. (Comm) 387; [2008] 11 E.G. 92 (C.S.); [2008] N.P.C. 30	1.01, App
Chartbrook Ltd v Persimmon Homes Ltd [2009] UKHL 38; [2009] 3 W.L.R. 267; [2009] Bus. L.R. 1200; [2009] C.I.L.L. 2729; [2009] 27 E.G. 91 (C.S.); (2009) 153(26) S.J.L.B. 27; [2009] N.P.C. 87; [2009] N.P.C. 86; Times, July 2, 2009	1.01, 1.04, 1.05, 2.03, 3.07, 3.08, 5.02, 5.11, 9.01
Charter Reinsurance Co Ltd (In Liquidation) v Fagan [1997] A.C. 313; [1996] 2 W.L.R. 726; [1996] 3 All E.R. 46; [1996] 2 Lloyd's Rep. 113; [1996] C.L.C. 977; [1996] 5 Re. L.R. 411; (1996) 140 S.J.L.B. 148, HL	5.01
Cheverny Consulting Ltd v Whitehead Mann Ltd [2007] EWHC 3130 (Ch)	3.13
China Insurance Co (Singapore) Pte Ltd v Liberty Insurance Pte Ltd [2005] 2 S.L.R. 509	1.02
Chinnock v Hocaoglu [2008] EWCA Civ 1175; [2009] 1 W.L.R. 765; [2009] 2 P. & C.R. 3; [2009] 1 E.G.L.R. 61; [2009] 3 E.G. 104	7.06
ChipsAway International Ltd v Kerr [2008] EWHC 1887 (Ch); reversed [2009] EWCA Civ 320	1.07, 5.11, 9.01
City and Westminster Properties (1934) Ltd v Mudd [1959] Ch. 129; [1958] 3 W.L.R. 312; [1958] 2 All E.R. 733; (1958) 102 S.J. 582, Ch D	3.10
City Inn (Jersey) Ltd v Ten Trinity Square Ltd [2008] EWCA Civ 156; [2008] 10 E.G. 167 (C.S.); [2008] N.P.C. 28; [2008] 1 P. & C.R. DG22	5.11
City Wall Properties (Scotland) Ltd v Pearl Assurance Plc [2007] CSIH 79; [2007] N.P.C. 114; 2008 G.W.D. 5-93 (IH)	1.02
Clarence House Ltd v National Westminster Bank Plc [2009] EWHC 77 (Ch); [2009] 1 W.L.R. 1651; [2009] Bus. L.R. 974; [2009] 3 All E.R. 175; [2009] 2 All E.R. (Comm) 273; [2009] 2 P. & C.R. 15; [2009] 17 E.G. 104; [2009] N.P.C. 14; [2009] 1 P. & C.R. DG19	4.09

TABLE OF CASES

Classic Maritime Inc v Lion Diversified Holdings bhd [2009] EWHC 1142 (Comm)	10.18
Clyde & Co LLP v New Look Interiors of Marlow Ltd [2009] EWHC 173 (QB)	6.04
Colchester BC v Smith [1992] Ch. 421; [1992] 2 W.L.R. 728; [1992] 2 All E.R. 561	13.11
Coleman v Ibstock Brick Ltd [2008] EWCA Civ 73; [2008] N.P.C. 18	5.15
Coleman's Depositories Ltd, Re [1907] 2 K.B. 798	14.10
Collidge v Freeport Plc [2008] EWCA Civ 485; [2008] I.R.L.R. 697	15.02
Colour Quest Ltd v Total Downstream UK Plc [2009] EWHC 540 (Comm); [2009] 2 Lloyd's Rep. 1; [2009] 1 C.L.C. 186; (2009) 153(12) S.J.L.B. 29	12.06
Commission for the New Towns v Cooper (Great Britain) Ltd (formerly Coopind UK) [1995] Ch. 259; [1995] 2 W.L.R. 677; [1995] 2 All E.R. 929; (1996) 72 P. & C.R. 270; [1995] 2 E.G.L.R. 113; [1995] E.G. 30 (C.S.); (1995) 139 S.J.L.B. 87; [1995] N.P.C. 34; (1995) 69 P. & C.R. D40; Times, March 3, 1995; Independent, March 15, 1995	Ap
Con-Stan Industries of Australia Pty Ltd v Norwich Winterthur Insurance (Australia) Ltd (1986) 160 C.L.R. 226	6.10
Conister Trust Ltd v John Hardman & Co [2008] EWCA Civ 841; (2008) 158 N.L.J. 1113	2.13
Consistent Group Ltd v Kalwak [2008] EWCA Civ 430; [2008] I.R.L.R. 505	6.01
Coromin Ltd v AXA Re [2007] EWHC 2818 (Comm); [2008] Lloyd's Rep. I.R. 467	1.01
Cosmos Holidays Plc v Dhanjal Investments Ltd [2009] EWCA Civ 316	1.07, 5.02
Cott UK Ltd v FE Barber Ltd [1997] 3 All E.R. 540, QBD	8.18
County Securities Pty Ltd v Challenger Group Holdings Pty Ltd [2008] NSWCA 193	3.15, 11.03
Crawford v Morrow (2004) 244 D.L.R. (4 th) 144	7.08
Cream Holdings Ltd v Davenport [2008] EWCA Civ 1363; [2009] B.C.C. 183	2.01, 2.02, 8.18
Credential Bath Street Ltd v Venture Investment Placement Ltd [2007] CSOH 208; 2008 Hous. L.R. 2; 2008 G.W.D. 9-168 (OH)	9.01
Croftcall Ltd v Morgan [2008] EWHC 1622 (Ch)	9.01
Crossley v Faithful & Gould Holdings Ltd [2004] EWCA Civ 293; [2004] 4 All E.R. 447; [2004] I.C.R. 1615; [2004] I.R.L.R. 377; (2004) 101(14) L.S.G. 26; (2004) 154 N.L.J. 653; (2004) 148 S.J.L.B. 356, CA (Civ Div)	6.02
Crosstown Music Co 1 v Rive Droite Music Ltd [2009] EWHC 600 (Ch)	4.06
Crown Estate Commissioners v Roberts [2008] EWHC 1302 (Ch); [2008] 4 All E.R. 828; [2008] 2 P. & C.R. 15; [2008] 2 E.G.L.R. 165; [2008] 24 E.G. 141 (C.S.); (2008) 105(25) L.S.G. 27; [2008] N.P.C. 66	3.05, 7.08
Crystal Palace FC v Paterson (2000) Ltd; sub nom. Crystal Palace FC (1986) Ltd, Re [2005] EWCA Civ 180, CA (Civ Div)	5.03
Cubitt Building & Interiors Ltd v Richardson Roofing (Industrial) Ltd [2008] EWHC 1020 (TCC); [2008] B.L.R. 354; 119 Con. L.R. 137; [2008] C.I.L.L. 2588	7.04, 9.10
DGT Steel & Cladding Ltd v Cubitt Building & Interiors Ltd [2007] EWHC 1584 (TCC); [2008] Bus. L.R. 132; [2007] B.L.R. 371; [2007] T.C.L.R. 8; 116 Con. L.R. 118; [2007] C.I.L.L. 2492; (2007) 104(33) L.S.G. 27	8.18
Dairy Containers Ltd v Tasman Orient Line CV (The Tasman Discoverer) [2004] UKPC 22; [2005] 1 W.L.R. 215; [2004] 2 All E.R. (Comm) 667; [2004] 2 Lloyd's Rep. 647; [2004] 2 C.L.C. 794, PC (NZ)	3.14
Dashfield v Davidson [2008] EWHC 486 (Ch); [2008] B.C.C. 662; [2009] 1 B.C.L.C. 220	6.01

TABLE OF CASES

Debenhams Retail Plc v Sun Alliance & London Assurance Co Ltd; sub nom. Debenhams Retail Plc v Sun Alliance & London Insurance Co Ltd; Sun Alliance & London Insurance Co Ltd v Debenhams Retail Plc [2005] EWCA Civ 868; [2005] S.T.C. 1443; [2006] 1 P. & C.R. 8; [2005] 3 E.G.L.R. 34; [2005] 38 E.G. 142; [2005] B.T.C. 5464; [2005] B.V.C. 495; [2005] S.T.I. 1310; [2005] 30 E.G. 89 (C.S.); (2005) 102(32) L.S.G. 32; (2005) 149 S.J.L.B. 923; [2005] N.P.C. 98, CA (Civ Div)	5.15
Designers Guild Ltd v Russell Williams (Textiles) Ltd (t/a Washington DC) [2000] 1 W.L.R. 2416; [2001] 1 All E.R. 700; [2001] E.C.D.R. 10; [2001] F.S.R. 11; (2001) 98(3) L.S.G. 42; (2000) 144 S.J.L.B. 290; Times, November 28, 2000, HL	2.12
Diab v Regent Insurance Co Ltd [2006] UKPC 29; [2007] 1 W.L.R. 797; [2006] 2 All E.R. (Comm) 704; [2006] 1 C.L.C. 1084; [2006] Lloyd's Rep. I.R. 779; [2007] Bus. L.R. 915, PC (Bze)	15.14
Doleman v Shaw [2009] EWCA Civ 279; [2009] Bus. L.R. 1175; [2009] B.C.C. 730; [2009] 2 B.C.L.C. 123; [2009] B.P.I.R. 945; [2009] 2 P. & C.R. 12; [2009] 27 E.G. 92; [2009] 14 E.G. 86 (C.S.); (2009) 106(15) L.S.G. 16; [2009] 2 P. & C.R. DG9; Times, April 22, 2009	4.06
Dolphin Maritime and Aviation Ltd v Sveriges Angfartygs Assurans Forening [2009] EWHC 716 (Comm); [2009] 2 Lloyd's Rep. 123; [2009] 1 C.L.C. 460	10.09
Donegal International Ltd v Republic of Zambia [2007] EWHC 197 (Comm); [2007] 1 Lloyd's Rep. 397, QBD (Comm)	3.13
Doughty Hanson & Co Ltd v Roe [2007] EWHC 2212 (Ch); [2009] B.C.C. 126; [2008] 1 B.C.L.C. 404	5.13
Dragonfly Consulting Ltd v Revenue and Customs Commissioners [2008] EWHC 2113 (Ch); [2008] S.T.C. 3030; [2008] B.T.C. 639; [2008] S.T.I. 2032; (2008) 105(35) L.S.G. 22	9.07
Dumbrell v The Regional Group of Companies Inc (2007) 279 D.L.R. (4 th) 201	2.03
Durham v BAI (Run Off) Ltd [2008] EWHC 2692 (QB); [2009] 2 All E.R. 26; [2009] 1 All E.R. (Comm) 805; [2009] Lloyd's Rep. I.R. 295	3.14, 5.02, 7.16
Durham and Sunderland Railway Co v Walker (1842) 2 Q.B. 940	11.14
Durham Tees Valley Airport Ltd v BMI Baby Ltd [2009] EWHC 852 (Ch); [2009] 2 Lloyd's Rep. 246	5.05, 6.08
Dwr Cymru Cyfyngedig (Welsh Water) v Corus UK Ltd [2007] EWCA Civ 285; [2007] 14 E.G. 105 (C.S.)	7.03, 8.14
Dysart Timbers Ltd v Nielsen [2007] NZCA 198	10.10
Ed and F Commodity Advisers Ltd v Fluxo-Cane Overseas Ltd [2009] EWCA Civ 406	3.15
Eagle Star Insurance Co Ltd v Cresswell [2004] EWCA Civ 602; [2004] 2 All E.R. (Comm) 244; [2004] 1 C.L.C. 926; [2004] Lloyd's Rep. I.R. 537; (2004) 148 S.J.L.B. 632	15.02
Easyair Ltd (t/a Openair) v Opal Telecom Ltd [2009] EWHC 339 (Ch)	3.13
Electrosteel Castings Ltd v Scan Trans Shipping & Chartering Sdn Bhd [2002] EWHC 1993 (Comm); [2002] 2 All E.R. (Comm) 1064; [2003] 1 Lloyd's Rep. 190; 87 Con. L.R. 50	3.05
Emmott v Michael Wilson & Partners Ltd [2008] EWCA Civ 184; [2008] Bus. L.R. 1361; [2008] 2 All E.R. (Comm) 193; [2008] 1 Lloyd's Rep. 616; [2008] C.P. Rep. 26; [2008] B.L.R. 515	6.02
Encia Remediation Ltd v Canopus Managing Agents Ltd [2007] EWHC 916 (Comm); [2007] 2 All E.R. (Comm) 947; [2007] 1 C.L.C. 818; [2008] Lloyd's Rep. I.R. 79; [2007] Env. L.R. D17	3.03

TABLE OF CASES

Energy World Corp Ltd v Maurice Hayes and Associates Pty Ltd [2007] 239 A.L.R. 457	9.04
Enviroco Ltd v Farstad Supply A/S [2009] EWHC 906 (Ch); [2009] B.C.C. 648; [2009] 2 B.C.L.C. 225; (2009) 159 N.L.J. 824	3.09
Equitable Life Assurance Society v Hyman [2002] 1 A.C. 408; [2000] 3 W.L.R. 529; [2000] 3 All E.R. 961; [2001] Lloyd's Rep. I.R. 99; [2000] O.P.L.R. 101; [2000] Pens. L.R. 249; (2000) 144 S.J.L.B. 239, HL	6.01, 6.06
Etablissements Levy (Georges et Paul) v Adderley Navigation Co Panama SA (The Olympic Pride) [1980] 2 Lloyd's Rep. 67	App
Eternity, The. <i>See</i> Petroleum Oil & Gas Corp of South Africa (Pty) Ltd v FR8 Singapore PTE Ltd (The Eternity) Eternity, The euNetworks Fiber UK Ltd v Abovenet Communications UK Ltd [2007] EWHC 3099 (Ch)	3.08
Excelsior Group Productions Ltd v Yorkshire Television Ltd [2009] EWHC 1751 (Comm)	3.08, 3.15, 5.15
Expert Clothing Service & Sales Ltd v Hillgate House Ltd [1986] Ch. 340; [1985] 3 W.L.R. 359; [1985] 2 All E.R. 998; (1985) 50 P. & C.R. 317; [1985] 2 E.G.L.R. 85; (1985) 275 E.G. 1011; (1985) 82 L.S.G. 2010; (1985) 129 S.J. 484, CA	12.19
Ezekiel v Kohali [2009] EWCA Civ 35; [2009] N.P.C. 19; [2009] 1 P. & C.R. DG18	3.10
FBO 2000 (Antigua) Ltd v Bird [2008] UKPC 51; [2009] 2 P. & C.R. 14, PC (Antigua and Barbuda)	8.15
Ferryways NV v Associated British Ports (The Humber Way) [2008] EWHC 225 (Comm); [2008] 2 All E.R. (Comm) 504; [2008] 1 Lloyd's Rep. 639; [2008] 1 C.L.C. 117	4.07
Financial Ombudsman Service Ltd v Heather Moor & Edgecomb Ltd [2008] EWCA Civ 643; [2009] 1 All E.R. 328; (2008) 105(29) L.S.G. 35; (2008) 158 N.L.J. 896	7.10, 7.11
Fiona Trust & Holding Corp v Privalov [2007] UKHL 40; [2007] Bus. L.R. 1719; [2007] 4 All E.R. 951; [2007] 2 All E.R. (Comm) 1053; [2008] 1 Lloyd's Rep. 254; [2007] 2 C.L.C. 553; 114 Con. L.R. 69; [2007] C.I.L.L. 2528; (2007) 104(42) L.S.G. 34; (2007) 151 S.J.L.B. 1364; Times, October 25, 2007	2.07, 2.09
Fitzpatrick Contractors Ltd v Tyco Fire and Integrated Solutions (UK) Ltd [2008] EWHC 1301 (TCC); 119 Con. L.R. 155	2.13, 5.01
Fitzroy Robinson Ltd v Mentmore Towers Ltd [2009] EWHC 1552 (TCC); 125 Con. L.R. 171; [2009] N.P.C. 90	6.15
Flight Training International Inc v International Fire Training Equipment Ltd [2004] EWHC 721 (Comm); [2004] 2 All E.R. (Comm) 568	8.18
Ford Motor Company of Australia Ltd v Arrowcrest Group Pty Ltd [2002] FCA 156	3.09
Foster Wheeler Ltd v Hanley [2008] EWHC 2926 (Ch); [2009] 1 C.M.L.R. 47; [2009] Pens. L.R. 39	2.04
Foster Wheeler Ltd v Hanley [2009] EWCA Civ 651; [2009] Pens. L.R. 229; (2009) 153(27) S.J.L.B. 30	2.04
Foxtons Ltd v Bicknell [2008] EWCA Civ 419; [2008] 2 E.G.L.R. 23; [2008] 24 E.G. 142; [2008] 17 E.G. 163 (C.S.); (2008) 105(18) L.S.G. 24; (2008) 152(17) S.J.L.B. 28; [2008] N.P.C. 52; Times, May 1, 2008	7.09
Frawley v Neill [2000] C.P. Rep. 20; (1999) 96(12) L.S.G. 33; (1999) 143 S.J.L.B. 98; Times, April 5, 1999, CA	App
Frederick E Rose (London) Ltd v William H Pim Junior & Co Ltd [1953] 2 Q.B. 450; [1953] 3 W.L.R. 497; [1953] 2 All E.R. 739; [1953] 2 Lloyd's Rep. 238; (1953) 70 R.P.C. 238; (1953) 97 S.J. 556	App

TABLE OF CASES

Friends Provident Life & Pensions Ltd v Sirius International Insurance Corp [2005] EWCA Civ 601; [2005] 2 All E.R. (Comm) 145; [2005] 2 Lloyd's Rep. 517; [2005] 1 C.L.C. 794; [2006] Lloyd's Rep. I.R. 45, Times, June 8, 2005	15.02
Front Carriers Ltd v Atlantic and Orient Shipping Corp (Double Happiness) [2007] EWHC 421 (Comm); [2007] 2 Lloyd's Rep. 131, QBD (Comm)	10.08
GIGA Investments Pty Ltd, Re [1995] FCA 1348	5.15
Gainers inc v Pocklington Financial Corp 2000 ABCA 151	3.08
Gallaher International Ltd v Tlais Enterprises Ltd [2008] EWHC 804 (Comm)	10.12
Gardiner v Agricultural and Rural Finance Pty Ltd [2007] NSWCA 235	12.02
General Trading Co (Holdings) Ltd v Richmond Corp Ltd [2008] EWHC 1479 (Comm); [2008] 2 Lloyd's Rep. 475	3.09, 6.13, 16.02, 16.07
George and Goldsmiths & General Burglary Insurance Association Ltd's Arbitration, Re [1899] 1 Q.B. 595, CA	5.11
George Hunt Cranes Ltd v Scottish Boiler & General Insurance Co Ltd [2001] EWCA Civ 1964; [2002] 1 All E.R. (Comm) 366; [2003] 1 C.L.C. 1; [2002] Lloyd's Rep. I.R. 178; (2003) 147 S.J.L.B. 60, CA (Civ Div)	15.02
Gillatt v Sky Television Ltd (formerly Sky Television Plc) [2000] 1 All E.R. (Comm) 461; [2000] 2 B.C.L.C. 103, CA (Civ Div)	8.18
Glenmere Plc v F Stokes & Sons Ltd [2008] EWHC 87 (Ch); [2008] 2 All E.R. (D) 92 (Jan)	3.05
Gold Coast Ltd v Caja de Ahorros del Mediterraneo [2002] 1 Lloyd's Rep. 671, CA	4.03
Golden Fleece Maritime Inc v ST Shipping and Transport Inc (The Elli) [2008] EWCA Civ 584; [2009] 1 All E.R. (Comm) 908; [2008] 2 Lloyd's Rep. 119; [2008] 1 C.L.C. 861; Times, June 10, 2008	3.14, 7.05
Golden Key Ltd (In Receivership), Re [2009] EWHC 148 (Ch)	2.06
Golden Key Ltd (In Receivership), Re [2009] EWCA Civ 636	2.07
Gordon & Gotch Australia Pty Ltd v Horwitz Publications Pty Ltd [2008] NSWCA 257	6.01
Grand Metropolitan Plc v William Hill Group Ltd [1997] 1 B.C.L.C. 390	App
Greenwood v Kingston Properties Pty Ltd [2007] NSWSC 1108	2.03
Gumland Property Holdings Pty Ltd v Duffy Bros Fruit Market (Campbelltown) Pty Ltd (2008) 234 C.L.R. 237	4.05
HIH Casualty & General Insurance Ltd v Chase Manhattan Bank [2003] UKHL 6; [2003] 1 All E.R. (Comm) 349; [2003] 2 Lloyd's Rep. 61; [2003] 1 C.L.C. 358; [2003] Lloyd's Rep. I.R. 230; (2003) 147 S.J.L.B. 264, HL	12.06
HLB Kidsons (A Firm) v Lloyds Underwriters [2008] EWCA Civ 1206; [2009] Bus. L.R. 759; [2009] 2 All E.R. (Comm) 81; [2009] 1 Lloyd's Rep. 8; [2008] 2 C.L.C. 617; [2009] Lloyd's Rep. I.R. 178	4.01
HSBC Bank Plc v 5th Avenue Partners Ltd [2007] EWHC 2819 (Comm); [2008] 2 C.L.C. 770; [2009] Lloyd's Rep. F.C. 261	3.10
Hadley v Baxendale 156 E.R. 145; (1854) 9 Ex. 341, Ex Ct	2.01
Hageman v Holmes [2009] EWHC 50 (Ch); [2009] 1 P. & C.R. DG17	3.05, 3.15
Hammonds (A Firm) v Damilunas [2009] EWHC 216 (Ch)	5.11
Hanoman v Southwark LBC [2008] EWCA Civ 624; [2009] 1 W.L.R. 374; [2009] H.L.R. 6; [2008] 24 E.G. 140 (C.S.); (2008) 105(29) L.S.G. 34; [2008] N.P.C. 64; [2008] 2 P. & C.R. DG14; Times, June 24, 2008; on appeal [2009] UKHL 29; [2009] 1 W.L.R. 1367; [2009] 24 E.G. 84 (C.S.); [2009] N.P.C. 74; [2009] 2 P. & C.R. DG14; Times, June 16, 2009	3.12
Harlow v Artemis International Corp Ltd [2008] EWHC 1126 (QB); [2008] I.R.L.R. 629; (2008) 105(23) L.S.G. 27	2.07, 3.09, 3.10, 5.02
Harper v Interchange Group Ltd [2007] EWHC 1834, QBD (Comm)	3.08, 8.18

TABLE OF CASES

Heronslea (Mill Hill) Ltd v Kwik-Fit Properties Ltd [2009] EWHC 295 (QB); [2009] Env. L.R. 28; [2009] N.P.C. 30	5.03
Herschel Engineering Ltd v Breen Property Ltd [2000] B.L.R. 272; (2000) 2 T.C.L.R. 473; 70 Con. L.R. 1; (2000) 16 Const. L.J. 366; Times, May 10, 2000	8.18
Historic House Hotels Ltd v Cadogan Estates Ltd [1993] 30 E.G. 94; [1993] N.P.C. 28	3.02
Hodges v Horsfall (1829) 1 Russ. & M. 116; 39 E.R. 45	8.05
Holding & Barnes Plc v Hill House Hammond Ltd (Preliminary Issue) [2001] EWCA Civ 1334; [2002] 2 P. & C.R. 11; [2002] L. & T.R. 7, CA (Civ Div)	App
Holloway v Chancery Mead Ltd [2007] EWHC 2495 (TCC); [2008] 1 All E.R. (Comm) 653; 117 Con. L.R. 30	8.18
Homburg Houtimport BV v Agrosin Private Ltd (The Starsin); sub nom. Owners of Cargo Lately Laden on Board the Starsin v Owners of the Starsin [2003] UKHL 12; [2004] 1 A.C. 715; [2003] 2 W.L.R. 711; [2003] 2 All E.R. 785; [2003] 1 All E.R. (Comm) 625; [2003] 1 Lloyd's Rep. 571; [2003] 1 C.L.C. 921; 2003 A.M.C. 913; (2003) 100(19) L.S.G. 31, HL	7.04, 9.10
Hopgood v Brown [1955] 1 W.L.R. 213; [1955] 1 All E.R. 550; (1955) 99 S.J. 168, CA	11.07
Hospital Products Ltd v United States Surgical Corp (1984) 156 C.L.R. 41	15.07
Hotel Cipriani SRL v Cipriani (Grosvenor Street) Ltd [2008] EWHC 3032 (Ch); [2009] R.P.C. 9; [2009] Bus. L.R. D81	App
Houlder Bros & Co Ltd v Public Works Commissioner [1908] A.C. 276, PC (Cape of Good Hope)	3.15
Hunt v Kallinicos [2009] NSWCA 5	16.09
Huntington v Imagine Group Holdings Ltd [2008] EWCA Civ 159	2.03, 3.07
IMT Shipping & Chartering GmbH v Chansung Shipping Co Ltd (The Zenovia) [2009] EWHC 739 (Comm); [2009] 2 All E.R. (Comm) 177; [2009] 2 Lloyd's Rep. 139; [2009] 1 C.L.C. 582	6.07
ING Lease (UK) Ltd v Harwood [2007] EWHC 2292 (QB); [2008] Bus. L.R. 762; [2008] 1 All E.R. (Comm) 1150; [2008] 2 B.C.L.C. 57; affirmed [2008] EWCA Civ 786; [2009] Bus. L.R. 972; [2009] 1 All E.R. (Comm) 1055; [2009] 2 B.C.L.C. 244	3.03
Iannello v Sharpe [2007] NSWCA 40	16.11
Incanore Resources Ltd v High River Gold Mines Ltd [2008] CanII 43047	3.09
Infiniteland Ltd v Artisan Contracting Ltd [2005] EWCA Civ 758; [2006] 1 B.C.L.C. 632, CA (Civ Div)	8.18
Inner City Businessmen's Club v James Kirkpatrick [1975] 2 N.Z.L.R. 636	12.19
Inta Navigation Ltd v Ranch Investments Ltd [2009] EWHC 1216 (Comm); [2009] 1 C.L.C. 887	6.04, 6.06, 6.07
International Air Transport Association v Ansett Australia Holdings Ltd [2008] HCA 3	1.02
Internet Broadcasting Corp Ltd (t/a NETTV) v MAR LLC (t/a MARHedge) [2009] EWHC 844 (Ch); [2009] 2 Lloyd's Rep. 295	12.12
Invensys Plc v Automotive Sealing Systems Ltd November 8, 2001	13.07
Investec Bank (Channel Islands) Ltd v Retail Group Plc [2009] EWHC 476 (Ch)	1.01, 3.08
Investors Compensation Scheme Ltd v West Bromwich Building Society (No.1) [1998] 1 W.L.R. 896; [1998] 1 All E.R. 98; [1998] 1 B.C.L.C. 531; [1997] C.L.C. 1243; [1997] P.N.L.R. 541; (1997) 147 N.L.J. 989, HL	1.01, 1.02, 1.04, 3.07, 3.14, 5.01, 5.11, 6.01, 7.08, 12.03, App