

Issues 1 – 134 December 1986 – July 2009

## **ADVISER INDEX**

### **ABSTRACTS INDEX**

#### **SUBJECT INDEX: CONSUMER**

This index includes cases appearing in issues 1 – 134. The index reference eg, Dean v Upton, 20 indicates that the abstract appears in Adviser number 20.

#### **CHEQUES**

Director's liability, Rafsanjan Pistachio v Reiss, 17  
Forged cheque - Whether bank liable, First Sport v Barclays Bank, 38  
Forged signature – Family members allowed to 'sign' customer's name, Complaint to Financial Ombudsman Service, 113  
Forged signature – Theft of cheques by former partner, Complaint to Financial Ombudsman Service, 113  
Full and final settlement – Cheque cashed, Inland Revenue v Fry, 90  
Material alteration renders cheque worthless Smith v Lloyds TSB; Harvey Jones v Woolwich, CA, 83

#### **CONSUMER PROTECTION**

Misleading price indication - Must be misleading when given, Thomson Tour Operations v Birch, 73  
Misleading price - Liability for others' price ticket, Denard v Burton Retail, 65  
Failure to implement EU Directive - Compensation from Member State  
Dillenkofer v Federal Republic of Germany, ECJ, 59  
Knife blade in confectionary, R v F & M Dobson, 49  
Sale of tobacco to children, Hereford & Worcester CC v T & S Stores, 47  
Scope of Part III Fair Trading Act 1973, Director General of Fair Trading v Diwan, CA, 71  
Trading standards inspection is a search, Dudley MBC v Debenhams, 47

#### **CONTRACT (see also DAMAGES)**

Agreement to negotiate, Walford v Miles, 33  
Avoiding contract made in error, Angus v Bryden, 29  
Clarity of success fees, Swiss Bank Corporation v Parry, 49  
Compromise prevents claim, O'Boyle v Leiper, 18  
Compulsory payment protection credit charge - Extra borrowing not credit charge, London North Securities v Meadows, 107; CA, 111  
Connected lender liability and overseas transactions, Office of Fair Trading v Lloyds TSB Bank, 108; CA 116  
Damages clause a penalty, Ariston v Charly Records, 19  
Document fee deducted from loan is credit charge – Pawn redemption period runs from date agreement made, Wilson v Robertsons (London), 113  
Equal liability and s.75 Consumer Credit Act - Bank not stopping credit card

transaction, Complaint to Financial Ombudsman Service, 102  
Estate agent commission, Peter Yates v Bullock, 20  
Exclusion clauses – Cannot exclude statutory rights, Fry v First National Leasing, 85  
Extended warranties, Re Cavalier Insurance, 14  
Extortionate credit – Default interest grossly exorbitant, Batooneh v Asombang, 105  
Frustration - Conditions for, J Lauritzen v Wijsmuller, 16  
Hire agreement – Volkswagen Financial Services v Ramage, 124  
House seller's liability, Pitt v PHH Asset Management, 40  
Lack of certainty - Whether contract, Malcolm v University of Oxford, 19; CA, 24  
Making time of the essence, Behzadi v Shaftsbury Hotels, 22  
Misled illiterate not liable, Lloyds Bank v Waterhouse, 18  
Multiple agreements and credit – Repayment of deferred legal charges, London North Securities v Williams, 112  
No breach by delay, Dean v Upton, 20  
Part exchange - Whether sale, Connel Estate Agents v Begej, 38  
Purchase of hire purchase car from rogue – No protection for buyer in good faith, Shogun Finance v Hudson, HL, 102  
Reclaiming deposit, Spargos Mining v Atlantic Capital Corp, 54  
Role of agent, Badger Hill Properties v Cottrell, 26  
Section 27 Hire Purchase Act – Meaning of 'trade purchaser', G E Capital Bank v Rushton and Jenking, CA, 114  
Settlement - Acceptance of cheque created binding agreement, Cantor Index Ltd v Thomson, 130  
Settlement - Cashing of cheque, Stour Valley Builders v Stuart, 42  
Testing exclusion clause, Edmund Murray v BSP International, 33  
Third party cheque - Consideration, AEG (UK) v Lewis, 36  
Time of the essence - Principles, British & Commonwealth Group v Quadrex Holdings, 12  
Uncertainty foils contract, Anglia TV v Cayton, 13  
Uncertainty foils contract, Bruno v BBC, 13  
Unenforceable secured loan – 'Realisation of security' includes payments by debtor, Wilson v Howard, CA, 112  
Unfair contract terms - Set-off, Stewart Gill v Horatio Myer, 31  
Unfair Contract Terms Act 1977 – Whether season ticket holders entitled to designated seat, Duffy v Newcastle United FC, 81  
Unfair contract terms and penalties – Excessive bank charges, Berwick v Lloyds TSB, 123  
Unfair terms and penalties - Overdraft charges, Office of Fair Trading v Abbey National & others, 128  
Valid consideration, Williams v Roffey Bros, 17  
Validity of email as form of guarantee - Need for active insertion of signature, Mehta v J Pereira Fernandes SA, 117

CREDIT (see also MONEY ADVICE index)

Advertising credit rate, National Westminster Bank v Abbey National, 42  
Authorised possession of credit token – Liability for unauthorised transaction, Complaint to Financial Ombudsman Service, 111  
Breach of statutory requirements - Compensation and Time Orders, National Guardian Mortgage Corporation v Wilkes, 30

Conditional sale/hire purchase – Debtor’s liability on creditor termination, Rover Finance v Siddons, 95

Conditional sale/hire purchase – Debtor’s liability on creditor’s termination, First Response Finance v Donnelly, 122

Connected lender liability and overseas transactions, Office of Fair Trading v Lloyds TSB Bank & others, 108; CA, 116; HL, 125

Creditor’s liability for dealer’s representations – Involvement of third party broker breaks chain, Black Horse v Langford, 123

Credit period 12 months ‘after’ agreement date – No exemption on ground of 4 payments within 12 months, Zoan v Rouamba, CA, 79

Deferred legal charges should set out amount of repayments – Secret commission and breach of fiduciary duty, Hustanger v Wilson, CA, 122

Debt undervaluation binding, Lombard North Central v Stobart, 18

Declaration of unenforceability - Agreement must be improperly executed, Rankine & another v American Express Services Europe & others, 129

Default notice - Excessive arrears demanded, Woodchester Lease Management Services v Swain & Co, CA, 70

Deferred payment car hire – Whether regulated agreement Dimond v Lovell, CA, 74; HL, 80

Discretion to vary interest rate - Whether valid, Lombard Tricity v Paton, 11

Early settlement rebate - Statutory calculation not complying with agreement, Home Insulation v Waldsley, 11

Extortionate credit and limitation period – Effect of previous judgment, Rahman v Sterling Credit, CA, 82

Extortionate credit, Castle Phillips v Wilkinson, 39

Extortionate credit – Principles of fair dealing, Broadwick Financial Services v Spencer, CA, 91

Extortionate credit – Variation in interest rates, Nash (1) Staunton (2) v Paragon Finance, CA, 89

Foreign timeshare financed in UK - Jurisdiction of UK courts, Jarrett v Barclays Bank, 59

Forfeiture of HP goods, Goker v NWS Bank, 20

Hire purchase agreement forged – Innocent purchaser has no title, Shogun Finance v Hudson, CA, 87

Hire purchase liability, R v Modupe, 25

Improper execution – Use of concession letter, Broadwick Financial Services v Spencer, CA, 91

Interest after judgment – Whether unfair contractual term Director General of Fair Trading v First National Bank, 76; CA, 79; HL, 89

Interest rates and redemption - Whether unfair, Falco Finance v Gough, 73

Leaflet to child - Whether lawful, Alliance & Leicester BS v Leicestershire CC, 38

Liability for unauthorised use of credit token – Consumer Credit Act provisions take precedence, Complaint to Financial Ombudsman Service, 111

Licensing of business, Hare v Schurek, 39

Net amount of loan states amount of credit – Deferred legal charges should state amount of repayment, Hurstanger v Wilson & Burton, 117; CA, 122

New agreement does not necessarily ‘realise’ previously unenforceable agreement – Breach of Consumer Credit Act does not deprive debtor of common law rights, Wilson v Robertsons (London) Ltd, CA, 118

Non-licensed broker, R v Marshall, 23

Overseas transactions – Credit card transaction overstated, Complaint to Financial Ombudsman Service, 125  
Pawnbroker liable for interest, Mathew v TM Sutton, 45  
Possession orders and unenforceable agreements, Igroup Loans v Bradshaw, 119  
Power to vary interest rates – Scope of implied term is restricted, Sterling Credit v Rahman, 97  
Protected goods - Whether premium included in 'total charge for credit', Humberclyde Finance v Thompson, CA, 68  
Separate credit facilities - Whether constituting single agreement, National Westminster Bank v Story, 74  
Statement as representation, Moorgate Services v Kabir, 50  
Total charge for credit – Building society arrears, McGinn v Grangewood Securities, CA, 92  
Unenforceable agreement – Availability of alternative remedy, Car Crash Line Ltd v Branton Edwards (a firm), 94  
Unenforceable agreements – Amount of credit wrongly stated, Wilson v First County Trust, CA, 84  
Unenforceable agreements – No breach of creditors' Human Rights, Wilson v SoS for Trade and Industry, HL, 99  
Unenforceable agreements – Whether breach of creditors' human rights, Wilson v First County Trust (No.2), CA, 86  
Unlicensed moneylending - Whether moneylending is person's business, Conroy v Kenny, CA, 73  
Whether agreement item is credit or charge, Watchtower Investments v Payne, CA, 88

## CROSS BORDER

Importation of goods, Commissioners of Customs & Excise v Carrier, 49

## DAMAGES (see also CONTRACT, HOLIDAY CLAIMS, TORT)

Assessment of damages, Dickinson v Jones Alexander, 16  
Compensation affected by family planning, Salih v Enfield Health Authority, 25  
Compensation for breach of contract, Western Webb Offset Printers v Independent Media, 53  
Compensation for dead dog, Crane v Kynoch, 44  
Compensation for dishonoured cheque, Kpoharor v Woolwich BS, 54  
Compensation for kitchen, Harmony Kitchens v Latimer, 31  
Compensation for loss of chance, First Interstate Bank of California v Cohen Arnold, 54  
Compensation for loss of chance on sale, Stovold v Barlows, 53  
Compensation for loss of enjoyment, Clayton v Oldham Athletic, 49  
Compensation for loss of profit, Obagi v Stanborough (Developments), 44  
Compensation for statutory nuisance, R v Liverpool Crown Court ex parte Cooke, 56  
Damages for structural defect, Gardner v Marsh & Parsons, 60  
Damages for surveyor's negligence, Watts v Morrow, 23; CA, 28  
Damages for swimming pool, Ruxley Electronics v Forsythe, CA, 43; HL, 51  
House purchaser's damages, Hussey v Eels, 17  
Misrepresentation - Damages for wrong horse, Naughton v O'Callaghan, 18

Misrepresentation - Losses recoverable, Royscot Trust v Rogerson, 25  
Manufacturer's liability, West Kent Cold Storage v Hemmings, 16  
Negligence - Compensation for hire of car, Mattocks v Mann, 33  
Negligent survey - Lender cannot recover interest, Swingcastle v Gibson, CA, 19;  
HL, 26  
No distress in car repair, Alexander v Rolls Royce Motor Cars, 50  
Non-delivery - Measure of damages, Sealace Shipping v Oceanvoice, 22  
Personal injury - Compensation for perm burn, Rosa v Charles, 33  
Personal injury - Hair, Dickinson v Growth Hair Clinic, 42  
Personal injury - No damages without injury, Nichols v Rushton, 33  
Restitution - Damages for unfinished work, D O Ferguson v Sohl, 36  
Specialist car hire – Whether additional costs recoverable, Dimond v Lovell, HL, 80  
Surveyor's negligence damages, Steward v Rapley, 13  
Tort principles apply in contract, Beoco v Alfa Laval Co, 42  
Valuation of goods in conversion, IBL v Coussens, 21  
Valuer not liable for fall in property market, Banque Bruxelles Lambert v Eagle Star,  
43

## DATA PROTECTION

No access to health records, R v Mid Glamorgan Health Services ex parte Martin, 42  
Use of data, R v Brown, 39  
Subject access request – Meaning of 'personal data' and 'relevant filing system',  
Durant v Financial Services Authority, CA, 102

## DISTANCE SELLING REGULATIONS

Cancellation rights – Online car-hire agreement not covered, easyCar (UK) v Office  
of Fair Trading, ECJ, 109  
Non-delivery of tickets – Unfair policy on re-opening of complaints, Complaint to  
Financial Ombudsman Service, 126

## FINANCIAL SERVICES

Investors win compensation, R v Investors Compensation Scheme ex parte Weyell,  
40

FUEL (see also MONEY ADVICE index)

Partner not liable for bill, Faulkner v Yorkshire Electricity, 50  
Water charges - Use any county court, Anglian Water v Wilson, 15

## HOLIDAY CLAIMS

Booking conditions - When tour operator can make changes, Williamson v Travel  
Promotions t/a Voyages Jules Verne, CA, 67  
Contract with trade association, Bowerman v ABTA, 54  
Damages for mental distress on holiday, Duthie v Thompson Holidays, 10  
Discovery of documents, Davidson v Air Tours, 51  
Distress in flight delay, Lucas v Avro, 49

Entertainers - Damages for failure to appear, Dharni v Dharni, 13  
Exclusion clause, Spencer v Cosmos Air Holidays, 17  
Failure to implement EU Directive - Compensation from Member State, Dillenkofer v Federal Republic of Germany, ECJ, 59  
Holiday - Damages for breach of implied term, Wilson v Pegasus (Holidays) London, 12  
Holiday illnesses – Claims for gratuitous care, Giambrone v Sunworld Holidays (No.2), CA, 106  
Package holiday – Tour operator's liability for delayed luggage, Holmes v Royal Caribbean International, 78  
Tour operator's insolvency - Refund of sums paid to hotelier, Verein für Konsumenteninformation v Österreichische Kreditversicherungs AG, ECJ, 69  
Travel agent - Holiday maker, Brewer v Best Travel, 43

## INSURANCE

Annual travel insurance – Whether consumer failed to disclose change of health, Complaint to Financial Ombudsman Service, 125  
Avoidance, Pan Atlantic v Pine Top, 38  
Car park is not a road, Cutter v Eagle Star, 60; HL, 72  
Change of circumstances, Kausar v Eagle Star, 57  
Home insurance and flood damage – Cover when premises left unoccupied, Complaint to Financial Ombudsman Service, 120  
Home insurance and flood damage – Damage caused by 'escape of water', Complaint to Financial Ombudsman Service, 120  
Limit to exclusion clause, Morley v United Friendly Insurance, 39  
Motor vehicle insurance – Dispute over insurer's valuation, Complaint to Financial Ombudsman Service, 126  
No civil claim on company, Richardson v Pitt Stanley, 47  
No contractual liability - Whether statutory liability, Lonsdale & Thompson v Black Arrow Group, 38  
Theft by stolen cheque, Dobson v General Accident, 15  
Theft insurance - Use of key - Whether 'forcible' or 'violent', Nash Dino Services v Prudential Assurance, 13  
Travel insurance and cancellation – No claim where claim before cover starts, Complaint to Financial Ombudsman Service, 104  
Travel insurance and cancellation – Unfair to exclude risks arising after policy date, Complaint to Financial Ombudsman Service, 104  
Travel insurance – Curtailment payment where consumer did not return home, Complaint to Financial Ombudsman Service, 119  
Travel insurance – Whether insurer entitled to rely on unforeseen circumstances clause, Complaint to Financial Ombudsman Service, 119  
Undisclosed principal can sue, Siu v Eastern Insurance Co, 42

## OMBUDSMEN

Annual travel insurance – Whether consumer failed to disclose change of health, Complaint to Financial Ombudsman Service, 125  
Authorised possession of credit token – Liability for unauthorised transaction, Complaint to Financial Ombudsman Service, 111

Bank accounts and powers of attorney – No evidence of donor’s mental incapacity, Complaint to Financial Ombudsman Service, 116

Bank accounts and powers of attorney – Special circumstances for release of funds, Complaint to Financial Ombudsman Service, 116

Building Society Ombudsman - Jurisdiction, Halifax B S v Edell, 34

Cancellation of house insurance policy – Whether administration fee payable, Complaint to Financial Ombudsman Service, 118

Cancellation of motor insurance policy – No refund of premiums unfair, Complaint to Financial Ombudsman Service, 118

Cash machine withdrawal from overdrawn account - Bank failed to apply s.84 of Consumer Credit Act, Complaint to Financial Ombudsman Service, 127

Cash machine withdrawals - Bank failed to act on suspicious circumstances, Complaint to Financial Ombudsman Service, 127

Home insurance and flood damage – Cover when premises left unoccupied, Complaint to Financial Ombudsman Service, 120

Home insurance and flood damage – Damage caused by ‘escape of water’, Complaint to Financial Ombudsman Service, 120

Incorrect entry on judgment register, Re Lord Chancellor's Department, C301/94, 56

Liability for unauthorised use of credit token – Consumer Credit Act provisions take precedence, Complaint to Financial Ombudsman Service, 111

Mortgage endowment complaints – Application of time limits, Complaint to Financial Ombudsman Service, 115

Motor vehicle insurance – Dispute over insurer’s valuation, Complaint to Financial Ombudsman Service, 126

Non-delivery of tickets bought on-line – Unfair policy on re-opening complaints, Complaint to Financial Ombudsman Service, 126

Overseas transactions – Credit card transaction overstated, Complaint to Financial Ombudsman Service, 125

Travel insurance and cancellation – No claim where claim before cover starts, Complaint to Financial Ombudsman Service, 104

Travel insurance and cancellation – Unfair to exclude risks arising after policy date, Complaint to Financial Ombudsman Service, 104

Travel insurance – Curtailment payment where consumer did not return home, Complaint to Financial Ombudsman Service, 119

Travel insurance – Whether insurer entitled to rely on unforeseen circumstances clause, Complaint to Financial Ombudsman Service, 119

## PENSIONS

SIB’s pensions policy, R v SIB ex parte Independent Financial Advisers, 51

## PRACTICE & PROCEDURE

Action not vexatious, Beresforde v Chesterfield BC, 15

Admissibility of evidence, Lusty Architects v Finsbury Securities, 25

Appealing against discretion, Yates v Thakeham Tiles, 45

Application for re-hearing of county court claim – When fresh evidence should be admitted, Hertfordshire Investments v Bubb, CA, 83

Assignment of claim - Whether champertous, Advanced Technology v Cray Valley Products, 37

Car hire - Whether champertous, *Sanders v Templar*, 38

Civil Procedure Rules – Test for summary judgment, *Swain v Hillman*, CA, 77

Claim served at last known address – Discretion to set aside judgment, *Akram v Adam*, CA, 108

Consent to service by fax required – Conditions for dispensing with service, *Kuenyehia v International Hospitals Group*, CA, 115

Costs from non-party, *Symphony Group v Hodgson*, 39

County court can reinstate action, *Rastin v British Steel*, 43

Court fees - Exemption/remission cannot be granted retrospectively, *Ex parte Scarth*, CA, 76

Curb on expert witness, *Liddell v Middleton*, 52

Damages for loss of use – Impecunious claimant entitled to extra costs of credit hire, *Lagden v O'Connor*, HL, 104

Deemed date of service of claim form – Saturdays and Sundays included, *Anderton v Clwyd County Council*, CA, 93

Defendant wrongly named - No right to set aside judgment, *Singh (Santosh Kumari) v Atombrook (t/a Sterling Travel)*, 16

Delay in making claim, *Coban v Allen*, 59

Depriving successful claimant of costs – Conduct must not be extraneous to proceedings, *Hall v Rover Financial Services Ltd*, CA, 96

Discovery of documents, *Re Haemophiliac Litigation*, 22

Discretion to allow withdrawal of admission, *Hamilton v Hertfordshire CC*, 103

Drafting slip in application notice – Meaning of ‘error of procedure’, *Steele v Mooney*, CA, 109

Essential issues - Duty to disclose changes, *Vernon v Bosley*, 60

Failure of postal service of claim form – Good reason to believe not received, *Manx Electrical Authority v JP Morgan Chase Bank*, 96

Fixing solicitors' charges - Exercise of discretion, *Jones v Secretary of State for Wales*, 60

Foreign timeshares financed in UK - Jurisdiction of UK courts, *Jarrett v Barclays Bank*, 59

High Court costs in county court, *Forey v London Buses*, 24

Incorrect entry on judgment register, *Re Lord Chancellor's Department*, C301/94, 56

Interest runs from damages judgment, *Lea v British Aerospace*, 23

Interest runs from damages judgment, *Thomas v Bunn*, 23

Interest runs from damages judgment, *Wilson v Graham*, 23

Irregular service, *Ali-Tobaishi v Aung*, 43

Irregularities to be recorded, *Sebastian Coleman v Caute*, 25

Limitation on negligence action, *Broadley v Guy Chapman*, 40

Limitation period - When cause of action accrued, *Nitirigen Eirann v Inco Alloys*, 29

Limitation period – When proceedings are ‘brought’, *St Helens MBC v Barnes*, CA, 121

Litigant in person - No automatic right to McKenzie adviser, *R v Bow County Court ex parte Pelling*, CA, 76

Litigation costs - Power of judge on taxation, *Kawarindrasingh v White*, 60

McKenzie friend – May be preferable to address court direct, *Izzo v Philip Ross & Co*, 90

No reason for award, *Kelsey v ILG Travel*, 14

Power of attorney – No right of audience to conduct litigation, *Gregory v Turner*, CA, 98

Reopening cause of action - Whether adviser error 'special circumstances', *Wain v F Sherwood & Sons Transport*, CA, 69  
Right of litigant to choose own representative - Overriding objective and court's case management powers, *Maltez v Lewis*, 74  
Right to 'McKenzie friend', *R v Leicester City Justices ex parte Barrow*, 24; CA, 27  
Service of High Court writ, *Forward v W Sussex CC*, 51  
Service of summons, *Rolph v Zolan*, 39  
Service of writ on deceased, *Fielding v Rigby*, 40  
Setting aside leave for judicial review, *R v Bromsgrove DC ex parte Kennedy*, 30  
Setting aside small claims award, *Starmer v Bradbury*, 44  
Setting judgment aside, *Radley (1984) v Fox*, 23  
Small claim mistakenly set down for trial - Duty of defendants to inform court, *Haiseldon v P&O Properties*, CA, 71  
Small claims - Personal injuries, *Afzal v Ford Motor Co*, 45  
Small claims track – Costs where claim not allocated, *Voice and Script International Ltd v Alghafar*, CA, 100  
Small claims, *Russell v Wilson*, 14  
Specific performance - Arbitration, *Joyce v Liverpool CC*, 50  
Striking out for delay, *Shtun v Zaljejska*, 56  
Striking out through inaction, *Webster v Ellison Circlips*, 52  
Time for service of claim form – Extending time/dispensing with service, *Cranfield v Bridegrove*, CA, 101  
Time limits - Jet ski not a ship, *Steadman v Scholfield*, 33  
Transfer of regulated consumer credit cases, *Sovereign Leasing v Ali*, 25  
Travel costs to set aside judgment, *Law Society v Persaud*, 20  
Withdrawal of pre-action admission – Whether abuse of process, *Stoke on Trent City Council v Walley*, CA, 120  
Wrong defendants - Member's club sued as unincorporated entity, *Murray v Hibernian Dance Club*, 59

#### RESTITUTION (see also MONEY ADVICE index)

Innocent beneficiary must repay, *Lipkin Gorman v Karpnale*, 26  
Unjust enrichment – Mistaken benefit must be reimbursed, *McDonald v Coys of Kensington*, CA, 103  
Returning money paid by mistake, *Woolwich BS v Inland Revenue Commissioners*, 28

#### ROAD TRAFFIC

Liability for illegal parking - Meaning of 'owner', *R v Parking Adjudicator ex parte Wandsworth LBC*, 60  
Vehicle recovery contract valid, *R v Greater Manchester Police Authority ex parte Century Motors*, 60  
Wheel clamping - Criminal damage, *Lloyd v DPP*, 26  
Wheel clamping on private land - Extortion and theft, *Black v Carmichael*, 33  
Wheel clamping – Owner must consent, *Vine v Waltham Forest LBC*, CA, 80  
Wheel clamping - Requirements on private clampers, *Arthur v Anker*, 54

#### SALE OF GOODS (see also DAMAGES)

Acceptance after lapse of time – Reasonable period not suspended during remedial work, *Jones v Callaghan & Callaghan t/a Gallery Kitchens and Bathrooms*, CA, 110  
Breach of implied condition – Reasonable time for rejection, *Clegg v Olle Andersson t/a Nordic Marine*, CA, 98  
Buyer's abnormality, *James Slater v Finning*, 57  
Buyer agreeing to repair – When right to reject is lost, *J & H Ritchie Ltd v Lloyd Ltd*, HL, 123  
Goods of 'satisfactory quality' – Meaning of 'in the course of business', *Stevenson v Rogers*, CA, 78  
Implied terms as to satisfactory quality – Reasonable person presumed to have buyer's knowledge, *Bramhill v Edwards t/a Destination RV*, CA, 104  
Liability of private seller, *Boyter v Thomson*, 51  
Merchantable quality, *Business Applic. Spec. v Nationwide Credit Corp v Marn Garage (third party)*, 13  
Merchantable quality, *Shine v General Guarantee Corporation*, 10  
Money returned when no title, *Barber v NWS Bank*, 54  
No market overt, *Long v Jones*, 18  
Option to purchase – Not agreement to buy, *Close Asset Finance v Care Graphics Machinery*, 81  
Rejection of defective goods – Acceptance of rejection, *Bowes v J Richardson & Son*, 105  
Right to rescind following failed repair – Damages awarded where rescission disproportionate remedy, *Pearson v Staniland t/a West Bar Motor Co*, 110  
Sale before knowledge of theft, *R v Wheeler*, 23

#### TORT (see also DAMAGES)

Advice defeats claim, *Eley v King & Chasemore*, 14  
Asbestos claim - Risk of harm was foreseeable, *Margereson v JW Roberts*, 56  
Auditors owe no duty to potential shareholders, *Caparo v Dickman*, 18  
Bailee cannot claim if bailor recovered, *O'Sullivan & McCann v Williams*, 33  
Bank owes no duty to agent, *Weir v National Westminster Bank*, 35  
Bank under no duty to advise, *Barclays Bank v Khaira*, 29  
Breach of Solicitors' Guide, *Johnson v Bingley*, 49  
Breakdown - Driver's liability, *Wright v Lodge*, 34  
Builders not liable in negligence, *Doe v Thomas Bates & Son*, 22  
Care of car, *Worsley v Hollins*, 25  
Challenging surgeon's skill, *Hughes v Waltham Forest Health Authority*, 23  
Claustrophobia and fear, *Reilly v Merseyside Regional Health Authority*, 44  
Contractor cannot avoid liability, *Witt v R MacMillan Construction*, 13  
Damage caused by stolen vehicle - Is owner negligent?, *Topp v London Bus*, 29; CA, 39  
Defective building work - Council not liable, *Richardson v West Lindsey DC*, 15  
Disclaimer ineffective, *Beaton v Nationwide Anglia*, 22  
Duty of care to visitors, *Marsh v Kerwin*, 49  
Establishing duty of care, *Marc Rich v Bishop Rock*, 43  
Exclusion of negligence, *Harris v Wyre Forest DC*, CA, 4; HL, 14  
Exclusion of negligence, *Smith v Bush*, 14  
Fellow club member liable, *Jones v Northampton BC*, 20

Fires and the duty of care, John Munroe (Acrylics) v London Fire & Civil Defence Authority, 59  
Hire of hall - No duty of care, Wheeler v Trustees of St. Mary's, 16  
HIV risk letter lawful, A v Tameside & Glossop Health Authority, 60  
House owner cannot sue expert, Preston v Torfaen BC, 43  
Insurance intermediary's duty, Harvest Trucking v Davis, 25  
Knowingly uninsured passenger, Stinton v Stinton, 34  
Liability for contractor's negligence, Alcock v Wraith, 29  
Negligent survey - Single cause of action, Hamlin v Edwin Evans, 57  
Nervous shock - Whether too remote, Jones v Wright, 24; CA, 26  
No claim against drunk pilot, Morris v Murray, 23  
No compensation for wife, Hewett v Alf Brown's Transport, 32  
Out of time for negligence action, Higgins v Hatch & Fielding, 52  
Parental duty of care, Porter v Barking & Dagenham LBC, 19  
Police owe no duty following alarm call, Alexandrou v Oxford, 18  
Professional negligence – Actual liability starts cause of action, Law Society v Sephton & Co, HL, 117  
Public policy - Fire brigade liable, Capital v Hampshire CC, 56  
Register surveyor owes no duty, Mariola v Lloyds Register, 18  
Remoteness of damage - Whether 'caused' by broken lift, Berryman v Hounslow LBC, 60  
Slipping on spillage, Bell v DHSS, 14  
Solicitor's duty to buyer, Gran Gelato v Richcliffe, 31  
Statutory duty for highway – Council's liability, Stovin v Wise, (Norfolk CC third party), CA, 43; HL, 59  
Whether local authority negligent in approving plans, Murphy v Brentwood DC, CA, 18; HL, 21  
Wrong advice on car, Chaudhry v Prabhakar, 14

## TRADE DESCRIPTIONS

Auctioneers liable, Derbyshire CC v Vincent, 20  
Concealed price labels lawful, Allen v Redbridge LBC, 42  
Consumer need not testify, MFI Furniture v Hibbert, 52  
Consumer protection - Price ticket discrepancy, Toys R Us v Gloucestershire CC, 43  
Due diligence defence - Not guilty for error, Hurley v Martinez, 19  
Employee not liable, R v Warwickshire CC ex parte Johnson, 36  
False statement regarding qualifications - Whether made as to provision of a service, R v Piper, 52  
Items in package must be as advertised, Denard v Smith, 22  
Money back guarantee, Ashley v Sutton LBC, 49  
Odometer was description, Swithland Motors v Peck, 31  
Professionals as traders, Roberts v Leonard, 50  
Sale not in course of trade, Devlin v Hall, 21  
Severe sanctions for misdescription, R v Nash, 23  
Statement about necessity of repairs, R v Bevelectric Ltd, 35

## UTILITIES

Fitting of prepayment meter - Director General of Electricity Supply, S23/C/015(B),

34

No authority for two-in-one meters, *South Wales Electricity v Director General of Electricity Supply*, 77

Pre-payment water meters - Whether installation lawful, *R v D-G of Water Services ex parte Oldham MBC*, 67