

PRACTICE & PROCEDURE

CASE DATA BASE ENGLAND, WALES & N.I.



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TOPIC INDEX	CASE NAME (<i>Hyperlinked – word version only – not available in pdf</i>) - CITATION : (<i>On-line web source</i>) : Bullet point summary.	JUDGE	Year/M/D	COURT
Legal Privilege	Farm Assist Ltd v Secretary of State for Environment Food & Rural Affairs [2008] EWHC 3079 (TCC): bailli Legal Privilege. Mediation – application to set aside on grounds of duress.	Ramsey Mr Justice	2008/12/12	TCC
Foreign Immunity Non-justiciability	Korea National Insurance Corp (KNIC) v Allianz Global Corporate & Speciality AG [2008] EWCA Civ 1355 : bailli The test in respect of the embarrassment of foreign governments and causing ruptures in foreign relationships. Reinsurance liability and North Korea.	Waller LJ; Rix LJ; Thomas LJ	2008/12/02	CA
Forum conveniens Applicable Law : Tort.	Middle Eastern Oil LLC v National Bank of Abu Dhabi [2008] EWHC 2895 (Comm) : bailli Choice of Law and Forum : Tort action : loss sustained by sums in bank account being frozen pending investigations of allegations of money laundering : Impact upon share value of English Company forced into a creditor's voluntary liquidation - resulting in the applicant losing \$6M. Banking contract subject to UAE law. Held : UAE the proper forum - seized of whether UAE or English Law to apply.	Teare Mr Justice	2008/11/27	Commercial Court
Foreign Immunity Non-justiciability	Korea National Insurance Co v Allianz Global Corporate & Specialty AG [2008] EWHC 2829 (Comm) : bailli This is the judgement of the court on a preliminary issue as to whether certain contentions pleaded by Defendants are beyond the jurisdiction of the court by reason of the doctrine of act of state or the doctrine of non-justiciability.	Field Mr Justice	2008/11/18	Commercial Court
Forum conveniens	Alberta Inc 889457 v Katanga Mining Ltd [2008] EWHC 2679 (Comm) : bailli Forum conveniens : Place of business : whether Democratic Republic of Congo a venue where the claimant might be accorded justice or is rife with corruption and systemic instability.	Tomlinson Mr Justice	2008/11/05	Commercial Court
No action clause	Elektrim SA v Vivendi Holdings 1 Corp [2008] EWCA Civ 1178 : bailli Construction of a "no-action" clause in a bond issue, whereby only the trustee of the issue is entitled to take enforcement action against the issuer, and bondholders cannot proceed directly against the issuer unless the trustee fails to take action in accordance with the bond documentation.	Mary Sir Anthony Hallett LJ; Lawrence Collins LJ;	2008/10/24	CA
Discovery : CPR rule 31.12	Digicel (St. Lucia) Ltd v Cable & Wireless Plc [2008] EWHC 2522 (Ch) : bailli Disclosure : discovery : electronic communications : CPR Rule 31.12 : allegations of conspiracy to circumvent statutory duty to cooperate in allowing access to telephone line sharing.	Morgan Mr Justice	2008/10/23	Chancery

Restitution – breach of statutory duty - tort	Devenish Nutrition Ltd v Sanofi-Aventis SA (France) [2008] EWCA Civ 1086 : bailli Application to set aside the decision of Lewison J ([2008] 2 WLR 637) on a preliminary point of law and to establish the principle that in an action for breach of statutory duty the court can in appropriate circumstances make a restitutionary award, that is, a sum of money assessed by reference to the gain which the wrongdoer has made as a result of the wrong, in place of compensatory damages, that is, damages which compensate the claimant for loss suffered as a result of the wrongdoing.	Tuckey LJ; Arden LJ; Longmore LJ.	2008/10/14	CA
Conflicts : Domicile : Trusts	Gomez v Vives [2008] EWCA Civ 1065 : bailli The ascertainment of the domicile of a trust for the purposes of Article 5(6), and also questions on the interpretation and the application of the expression "sued ...as ... trustee or beneficiary" in that Article.	Jacob LJ; Lawrence Collins LJ; Lewison Mr Justice.	2008/09/03	CA
Costs : Recovery	Cuthbert v Gair (t/a The Bowes Manor Equestrian Centre) [2008] EWHC 90114 (Costs) : bailli Work done by non-solicitor not recoverable unless commissioned by solicitor and even then not recoverable if work that should be done by the legal profession.	Haworth Master	2008/09/03	Costs Court
Jurisdiction : conflicts	Sharab v HRH Prince Al-Waleed Bin Talal Bin Abdal-Aziz Al-Saud [2008] EWHC 1893 (Ch) : bailli Whether court should decline jurisdiction or rule that Libya the most appropriate forum. Held : In the interests of justice issue of writ out of jurisdiction granted - case should be heard before the High Court.	Powell QC : John L.	2008/07/31	Chancery
Security of costs	Jirehouse Capital v Beller No2 [2008] EWCA Civ 908 : bailli Orders for security of costs : Does CPR 25.12 & 13 apply to unlimited companies ? and Does the condition in the 2nd limb of CPR 25.13(2)(c) that " <i>there is a reason to believe that it will be unable to pay the defendants costs if ordered to do so</i> " mean that the court must be satisfied on a balance of probabilities that the company will be unable to pay those costs when ordered to do so ?	Mummery LJ; Arden LJ; Moore-Bick LJ.	2008/07/30	CA
Conflicts : Insurance : Damages	Underwriting Members of Lloyd's Syndicate 980 v Sinco SA [2008] EWHC 1842 (Comm) : bailli Conflicts : Insurance dispute between underwriters and brokers : Actions in Greece & UK. Claim for damages for breach of English jurisdiction clause by commencing action in Greece.	Beatson Mr Justice	2008/07/29	Commercial Court
Freezing order : summary judgement	Berghoff Trading Ltd v Swinbrook Developments Ltd [2008] EWHC 1785 (Comm) : bailli Freezing Order : Application for summary judgement on counterclaim granted : no real prospect of success : accordingly freezing order removed.	Teare Mr Justice	2008/07/28	Commercial Court
Legal privilege : whistle blower	Dadourian Group International Inc v Simms [2008] EWHC 1784 (Ch) : bailli Legal privilege : Information acquired by whistle blower - downloaded from hard drive of legal consultants computer : admissibility.	Patten Mr Justice	2008/07/25	Chancery
Discoveries : Post incident report	West London Pipeline and Storage Ltd v Total UK Ltd No2 [2008] EWHC 1729 (Comm) : bailli Application for disclosure of post incident accident report produced to satisfy requirements of the Control of Major Accident Hazard Regulations 1999, as amended (COMAH). Held : Document subject to legal privilege - for primary use by lawyers in respect of potential claims and defences. Application refused.	Beatson Mr Justice	2008/07/22	Commercial Court
Jurisdiction : conflicts	ACP Capital & ACP Mexxanine v IFR Capital & ING Bank NV : Lawtel Inter-related disputes : jurisdiction – forum conveniens - exclusive clause – Jersey – but satellite disputes England. Held : Jersey jurisdiction prevails.	Beatson J	2008/07/11	Commercial Court

Writ : service out of Jurisdiction :	Greene Wood & McLean v Templeton Insurance Ltd [2008] EWHC 1593 (Comm) : bailli Unsuccessful challenge to order allowing service out of jurisdiction : Isle of Man : grounds of challenge : failure by the Claimant to make full and frank disclosure when seeking permission and the absence of reasonable prospects of success for the claim - but service restricted to a contribution claim.	Teare Mr Justice	2008/07/10	Commercial Court
Case management : role of Sherrif	Jackson v Dowdall [2008] ScotCS CSIH_41 : bailli Competence : boundary between the proper role in adversarial procedure as an impartial arbiter between the parties to an action. Communications by phone and email. Management requires the taking of steps which concern the substance of the dispute between the parties : ensuring that the matters in dispute are clearly focused ; that the issues which require to be resolved by judicial decision, rather than other means, are identified ; establishing the order in which issues should be determined and how : but making a party's case is not permissible.	Reed Lord : Clarke Lord : Menzies Lord.	2008/07/08	Outer House Court of Session.
Jurisdiction : Conflicts	UBS Ag v HSH Nordbank Ag [2008] EWHC 1529 (Comm) : bailli Jurisdiction : interpretation of clause - viz whether New York Court or English Court had jurisdiction. Held : New York.	Walker Mr Justice	2008/07/04	Commercial Court
Reasons : apportionment of liability	West v Wilkinson [2008] EWCA Civ 1005 : Bailli Apportionment of liability between 1st & 2nd defendants : Unsuccessful appeal, occasioned because no reasons provided at first instance for equal liability between defendants. If reasons had been provided application to appeal would have failed.	Buxton LJ; Keene LJ; Thomas LJ.	2008.07.03	CA
Forum conveniens	Cherney v Deripaska [2008] EWHC 1530 (Comm) : Bailli Forum conveniens : purported oral contract subject to English Law & Jurisdiction : Court determined that the risks inherent in a trial in Russia (assassination, arrest on trumped up charges and lack of a fair trial) are sufficient to make England the forum in which the case can most suitably be tried in the interests of both parties and the ends of justice and, accordingly, the proper place for the determination of this claim.	Clarke Mr Justice Christopher	2008.07.03	Commercial Court
Costs – breach of pre-action protocol	TJ Brent Ltd v Black & Veatch Consulting Ltd [2008] EWHC 1497 (TCC) : Bailli Cost application for breach of Pre-Action protocol : Held : In order to award costs 1) there must have been a substantial as opposed to mere technical breach 2) the breach must have prevented a potential settlement of the action. Here, the breach was technical - whilst filed prior to a stay to mediation, and hence a valid application - the only objective was to gain an edge in the mediation. Application refused.	Akenhead Mr Justice	2008.06.13	TCC
Discoveries : Extent of insurance cover	West London Pipeline and Storage Ltd v Total UK Ltd No1 [2008] EWHC 1296 (Comm) : bailli Application for disclosure of extent of insurance cover refused : made no difference to question of liability : only value was to determine whether party worth suing - on par with disclosure of assets for similar purpose.	Steel Mr Justice David	2008/06/09	Commercial Court
Champerty	Dir v Townend [2008] EWHC 90117 (Costs) : Bailli Champerty & exceptions under CFA legislation.	Williams Deputy Master Victoria	2008.06. 03	Cost Court
Jurisdiction : Domicile	Barlow Clowes International Ltd. v Henwood [2008] EWCA Civ 577 : Bailli For the purposes of a winding up petition was the respondent domiciled in England & Wales or overseas at the relevant time. Test for domicile restated. Held : Yes, on the facts, he was domiciled in E & W.	Waller LJ, Arden LJ, Moore-Bick LJ.	2008.05.23	CA
Wasted costs order	Koo Golden East Mongolia v Bank of Nova Scotia [2008] EWHC 1120 (Admin) : Bailli Unsuccessful application for a wasted costs order.	Silber Mr Justice	2008.05.20	Admin Court

Limitation Liability : HVR Art IV r5(a) based on gross tonnage or damaged tonnage	Serena Navigation Ltd v Dera Commercial Establishment Standard Chartered Plc [2008] EWHC 1036 (Comm) : Bailli Limitation Article IV Rule 5(a)Hague Visby Rules : <i>Unless the nature and value of such goods have been declared by the shipper before shipment and inserted in the bill of lading, neither the carrier nor the ship shall in any event be or become liable for any loss or damage to or in connection with the goods in an amount exceeding 666.77 [Special Drawing Rights] per package or unit or 2 [Special Drawing Rights] per kilogram of gross weight of the goods lost or damaged, whichever is the higher.</i> Is limitation based on gross cargo loaded or the damaged cargo. Held : Gross cargo.	Burton Mr Justice	2008.05.15	Commercial Court
Default judgement : Set aside	Shandong Chenming Paper Holding Ltd v Saga Forest Carriers INTL AS [2008] EWHC 1055 (Comm) : Bailli Reasonable chance of establishing a defence that claim time barred under the contract : 1 year under Hague-Visby Rules.	Walker Mr Justice	2008.05.14	Commercial Court
Evidence admissible on appeal : CPR 52.11(2)	South East Asia Metal Ltd v Zahoor [2008] EWCA Civ 437: Bailli Grounds for introducing new evidence on appeal. <i>Ladd v Marshall</i> [1954] 1 WLR 1489 applied : TEST : New evidence to be admissible i) could not have been obtained with reasonable diligence for use at the trial; ii) must be such that it would probably have an important influence on the result of the case; iii) must be apparently credible, though it need not be incontrovertible.	MR; Longmore LJ; Lawrence Collins LJ.	2008.04.29	CA
Burden of proof : judicial approach	Ide v ATB Sales Ltd [2008] EWCA Civ 424 : Bailli The approach a judge is entitled to take to the determination of proof of causation where alternative mechanisms of causation were put before the court. In each case the sole issue before the court was whether the respondent to the appeal who had suffered the damage could prove on a balance of probabilities that a defect had caused the damage sustained; each appellant contended that the judge had adopted a train of reasoning which the House of Lords made clear in <i>The Popi M [1985] 1 WLR 948 (Rhesa Shipping Co SA v Edmunds)</i> was impermissible.	Ward LJ; Dyson LJ; Thomas LJ.	2008.04.28	CA
Strike out : abuse of process	Artibell Shipping Co Ltd. v Markel International Insurance Co Ltd [2008] EWHC 811 (Comm) : Bailli Defendant underwriters seek an order striking out the action brought against them by the claimant shipowners on the grounds of abuse of process and/or delay. In the alternative they seek an order imposing conditions on the continued prosecution of the claim and, in any event, security for their costs.	Mr Justice David Steel	2008.04.24	Commercial Court
Interest	Carleton v Strutt & Parker (A Partnership) [2008] EWHC 616 (QB) : Bailli Whether interest should be awarded.	Mr Justice Jack	2008.04.24	QBD
Costs : Part 36 payment	Carver v BAA Plc [2008] EWCA Civ 412 : Bailli If a claimant beats a payment of money into court by a modest amount, even £1, has she obtained a judgment more advantageous than the defendant's Part 36 offer or is the Court entitled to look at all the circumstances of the case in deciding where the balance of advantage lies? His Honour Judge Knight QC sitting in the Central London County Court on 4th June 2007 took the latter, broad view and so he ordered the claimant to pay the defendant's costs of the claim after the time for accepting the payment had expired. He also made no order for costs for the prior period covered by an earlier Calderbank offer. Failed appeal.	Ward LJ; Rix LJ; Keene LJ..	2008.04.22	CA

Contract formation – electronic communication	Sudojo Consulting P/L v Africa Pacific Capital P/L [2008] NSWSC 353 Plaintiff and defendant agreed that they were parties to a consultancy agreement but disagree as to the precise terms - Letter/email later sent by plaintiff purporting to summarise terms agreed upon and seeking signature but never signed on behalf of defendant - Proceedings exemplify difficulties of pressing too far, the classical theory of contract formation based upon offer and acceptance in certain circumstances - Proceedings represent an example of a case where it is necessary to look at the whole of the relationship and not only at what was said and done when the relationship was first formed, it being the case that in an ongoing relationship, it is not always easy to point to the precise moment when the legal criteria of a contract have been fulfilled.	Einstein J	2008.04.22	Supreme Court New South Wales
Liquidation – suit - costs	Mills v Birchall [2008] EWCA Civ 385 : Bailli Liquidation - suit - costs : Appeal against cost judgment that company in liquidation liable for failed costs of litigation : attempt to render administrator liable for costs : Held : Appeal failed - it was for the defendant to apply for security of costs : failed to do so. Now too late.	Mummery LJ; Lawrence Collins LJ; Mr Justice Munby.	2008.04.18	CA
s67 Challenge : Jurisdiction : state immunity	Tsavliris Salvage (International) Ltd v The Grain Board of Iraq [2008] EWHC 612 (Comm): Bailli Jurisdiction : No arbitration agreement : State Immunity.	Gross Mr Justice	2008.04.10	Commercial Court
Fees : Recovery	Reynolds v Stone Rowe Brewer (a firm) [2008] EWHC 497 (QB) : Bailli Fees : Recovery : Costs spiralling up beyond estimate : £90K to recover £55K at trial. Casual advice to resort to ADR late in the day insufficient to protect lawyers fees. Clear and timely warnings required. Fees capped at 15% above estimate.	Tugendhat Mr Justice Simons Master Mr Robert Carter.	2008.03.18	QBD
Judgment debtors : attendance order : current officers only	Vitol SA v Capri Marine Ltd [2008] EWHC 378 (Comm) : Bailli Part 71 of the Civil Procedure Rules is " <i>Orders to Obtain Information from Judgment Debtors</i> ". The question which arises in this case is whether pursuant thereto the court may permit service out of the jurisdiction of an order requiring an officer of a corporate judgment debtor to attend court to provide information about the judgment debtor's assets or any other matter about which information is needed to assist in the enforcement of a judgment. Here the target individual was no longer an officer of the company at the time of the judgement. Held : Order to attend struck out.	Tomlinson Mr Justice	2008.02.29	Commercial Court
Stay of action	Curtis v Lockheed Martin UK Holdings Ltd [2008] EWHC 260 (Comm) : Bailli Stay of action pending outcome of deliberation by Italian Court on procedural grounds refused.	Teare Mr Justice	2008.02.20	Commercial Court
Jurisdiction : export contract to EC member state.	Scottish & Newcastle International Limited v Othon Ghalanos Ltd [2008] UKHL 11 : Bailli Where is delivery made in an fob export contract ? At ships rail in export country – impact upon jurisdiction ; application of Council Regulation (EC) No 44/2001.	Bingham Lord; Rodger Lord ; Brown Lord; Mance Lord; Neuberger Lord	2008.02.20	House of Lords

Privilege	Expandable Ltd v Rubin [2008] EWCA Civ 59 : Bailli <i>"What is involved in a document being "mentioned" in a statement of case or witness statement or the like? If a document is so mentioned, has privilege against its inspection been waived? In the circumstances, it is unnecessary to consider whether a provision impliedly leading to the automatic and absolute loss of privilege merely by virtue of the mention of documents in other specified categories of documents, however slight the reference and whether or not the mentioned documents are deployed in the litigation, would have been ultra vires. I conclude that the covering letter was mentioned in Mr Rubin's second witness statement, but that privilege for it was not thereby automatically and absolutely lost."</i>	Rix LJ ; Jacob LJ. Mr Justice Forbes	2008.02.11	CA
Anti-suit injunction	Satyam Computer Services Ltd v Upaid Systems Ltd [2008] EWHC 31 (Comm) : Bailli Whether actions in Texas were the subject of an entire settlement agreement subject to English Law and jurisdiction. Held : Actions concerned new rights not contemplated by the agreement. Injunction refused.	Flaux Mr Justice	2008.01.17	Commercial Court
Security of costs	Jirehouse Capital v Beller No1 [2008] EWHC 725 (Ch): bailli Security of Costs : application.	Briggs Mr Justice	2008/01/16	Chancery
Costs follow event	Mehnaz v Sabre Insurance Co Ltd [2007] EWCA Civ 1525 : Bailli Successful appeal against a costs penalty by successful claimant on the basis that the pleaded insurable interest arose in a different manner to that arrived at by the court : CA rejected this as a ground to impose a penalty. Underwriters allegations of fraud were defeated.	Moore-Bick LJ; Toulson LJ; Ward LJ.	2007.12.12	CA
Anti-suit injunction	C v D [2007] EWCA Civ 1282: Bailli Injunction against attempt through subsequent litigation to circumvent the protections provided by Bermuda Form in relation to dispute settlement of insurance issues.	MR; Longmore LJ; Jacob LJ	2007.12.05	CA
Conflicts ; applicable law	Duarte v The Black and Decker Corp [2007] EWHC 2720 (QB) : bailli Restrictive Covenants and ex-employees : Applicable Law - England or US? Application of Articles 6 & 16 Rome 1.	Field Mr Justice	2007/11/23	Queens Bench
Bias - apparent	El-Farargy v El Farargy [2007] EWCA Civ 1149: Bailli A judge made disparaging remarks in that attempts at injecting humour into the proceedings went beyond the pale of acceptability. Judgment set aside.	Ward LJ; Mummery LJ; Wilson LJ.	2007.11.15	CA
Conflicts ; Jurisdiction	Standard Bank Plc v Agrinvest International Inc [2007] EWHC 2595 (Comm) : bailli Applications for anti-suit injunctions and declarations on law and jurisdiction.	Teare Mr Justice	2007/11/09	Commercial Court
Strike out	Korea National Insurance Corporation v Allianz Global Corporate & Speciality AG [2007] EWCA Civ 1066: Bailli Unsuccessful appeal against strike out of elements of defence and counterclaim	Buxton LJ; Jacob LJ; Moore-Bick LJ.	2007.10.30	CA
Exemplary damages / Restitution	Devenish Nutrition Ltd v Sanofi-Aventis SA (France) [2007] EWHC 2394 (Ch) : Bailli Claim for compensation for damage suffered as a result of the operation of unlawful cartels. Issue here was whether the Claimants would be entitled to all or any of the following heads of relief a) an account of profits b) restitution of unjust enrichment c) exemplary damages.	Lewison Mr Justice	2007.10.19	Chancery

Freezing order	Banco Nacional De Comercio Exterior v Empresa De Telecomunicaciones De Cuba [2007] EWHC 2322 (Comm) : Bailli Failed application for variations to a freezing order.	Tomlinson Mr Justice	2007.10.11	Commercial Court
Limitation – statutory	Harris Springs Ltd v Howes [2007] EWHC 3271 (TCC) ; bailli Limitation : Statutory : upon what date did the Claimant first have the knowledge required for bringing an action for damages in respect of the relevant damage under section 14A(5)-(10) of the Limitation Act 1980, it being accepted that for the purpose of the primary statutory limitation period damage to the factory extension did occur more than six years before the issue of proceedings.	Judge Raynor	2007/10/02	TCC
Stay : non compliance with pre-action protocol	Cundall Johnson & Partners Llp v Whipps Cross University Hospital NHS Trust [2007] EWHC 2178 (TCC); Bailli Successful application for a stay on the grounds of non compliance with the Pre-action Protocol for Construction and Engineering Disputes	Jackson Mr Justice Stanley	2007.09.19	TCC
Confidentiality : documentary evidence put before a court	Long Beach Ltd v Global Witness Ltd [2007] EWHC 1980 (QB) : Bailli Should documents indicating fraud by a public official, exhibited in open court in Hong Kong, be subject to privilege and confidentiality? Hong Kong Court unusually and inexplicably injuncted publication. s25 Civil Jurisdiction and Judgments Act 1982. Third party web-publisher not subject to Hong Kong jurisdiction. Held : No privilege. No explanation for the potentially fraudulent conduct evidenced by the documents. Publication in the public interest.	Brunton Mr Justice Stanley	2007.08.15	QBD
Judicial Review : University Appeal	Koyama, R (on the application of) v University of Manchester [2007] EWHC 1868 (Admin) Unsuccessful challenge via judicial review of university exam board grading – and disciplinary process.	Gilbart QC	2007.07.27	Admin Court
Costs : assessment : common costs	Dyson Technology Ltd v Strutt [2007] EWHC 1756 (Ch) : Bailli How to divide the common costs of the action. Common costs are non-specific costs general to the action in the sense that they do not relate to the handling of any particular issue and would have been incurred whatever issues were involved and specific common costs which relate to work done on more than one issue in the case, but which are not separated for the purposes of charging out time or as disbursements. Interrelationship with costs following event or events.	Patten Mr Justice	2007.07.24	Chancery Division
Application to amend	Korea National Insurance Corp v Allianz Global Corporate & Specialty AG [2007] EWHC 1744 (Comm) : Bailli Failed application to amend defence : failure to establish any real prospect of success : Whether or not scope for third party proceedings before a Korean Court.	Steel: Mr. Justice David	2007.07.24	Commercial Court
Consolidation application	IXIS Corporate & Investment Bank v WestLB Ag [2007] EWHC 1748 (Comm) Failed application for consolidation of cases.	Aikens Mr Justice	2007.07.18	Commercial Court
Amendment application	Ruttle Plant Hire Ltd v S.S. for the Environment, Food & Rural Affairs [2007] EWHC 1773 (TCC) An application for permission to amend, which raises a novel question of principle viz whether the rule in Henderson v Henderson can be invoked as a ground for opposing amendments in existing litigation. This judgment is a sequel to Ruttle v SS for Environment[2006] EWHC 3426 (TCC).	Jackson. Mr Justice	2007.07.16	TCC
Anti-suit injunction	Samengo-Turner v J & H Marsh & McLennan (Services) Ltd [2007] EWCA Civ 723 (12 July 2007) Application for anti-suit injunction to prevent litigation in New York over contracts of employment governed by UK Law, aimed at examining breach of solus agreement / non-competition terms regarding ex employees.	Tuckey LJ; Longmore LJ; Lloyd L:J.	2007.07.12	CA

Conflicts : stay to Cyprus	Kolden Holdings Ltd v Rodette Commerce Ltd [2007] EWHC 1597 (Comm) : Bailli Application for stay to Cyprus refused. English court first ceased of action. same parties involved even though a change of name. Arts 28 / 28 Council Regulation (EC) 44/2001.	Aikens Mr Justice	2007.07.04	Commercial Court
Bias	Howell v Lees Millais [2007] EWCA Civ B1 : Bailli Apparent bias : successful appeal against a judge's refusal to recuse himself	Clarke MR Sir Anthony Judge Sir Igor Buxton LJ	2007.07.04	CA
Fair dealing – implied terms	Berkeley Community Villages Ltd v Pullen [2007] EWHC 1330 (Ch) Owner having contracted for the development of a site subject to a percentage of profit, sold off part of that site. Was this a breach of contract – preventing the full exploitation of the development contract. YES. Damages.	Morgan Mr Justice	2007.06.07	Chancery
Disclosure – pre-action	Landis + Gyr Ltd. v Scaleo Chip ET [2007] EWHC B3 (QB) : bailii Application for pre-action disclosure under the CPR. Concurrent proceedings in France between the same parties in respect of the same contract – but a distinct and separate dispute.	Behrens HHJ John	2007.05.30	QBD
Jurisdiction : Financial Services Ombudsman	Bunney v Burns Anderson Plc [2007] EWHC 1240 (Ch) : Bailli Application for summary enforcement of two awards by the Financial Services Ombudsman in excess of £200K. The Ombudsman had jurisdiction to award up to £100K and the right to recommend additional sums. Held : The court exercised discretionary power to award enforcement by mandatory injunction. Even in the absence of statutory power akin to s66 Arbitration Act 1996, the discretion would not be exercised to enforce an ultra vires award.	Lewison Mr Justice	2007.05.25	Chancery
Anti-suit injunction	Masri v Consolidated Contractors International (UK) Ltd & Ors [2007] EWHC 1510 (Comm) : Bailii Injunction against re-litigating the same issue before the Yemen Courts. Matter res judicata – before UK Court – 2006.	Mackie J	2007.05.25	Commercial Court
Reasons	General Medical Council v Hiew [2007] EWCA Civ 369 : Bailli Reasons for extension of a suspension of a doctor from practice pending further action by the GMC : Extended by limited in time – given the impact of the suspension on the application.	Tuckey LJ, Arden LJ, Collins LJ. Lawrence	2007.04.30	CA
Costs : Part 36 Offers	Straker v Tudor Rose (a firm) [2007] EWCA Civ 368 : Bailli Failure to negotiate in compliance with pre-action protocol : A discount for such failure is appropriate but a 100% discount – i.e. complete loss of costs, where a party recovers more than a payment in, is not appropriate.	Waller LJ Tuckey LJ Jacob LJ	2007.04.25	CA
Part 36 Offers and Land	Orton v Collins & Ors [2007] EWHC 803 (Ch) : Bailli How do you accept a Part 36 offer to settle a case if it involves a disposition of an interest in land? Settlement of a partnership dissolution dispute involving realty. Can it be accomplished via an enforceable Part 36 offer which is accepted? Answer - YES - though old CPR forms do not work that well. New 44th revision will work more smoothly.	Prescott Mr Justice	2007.04.23	Chancery
Reasons - adequacy	T, R v Independent Appeal Panel for Devon County Council [2007] EWHC 763 (Admin): Bailli Panel had failed to demonstrate in its decision that it had addressed the criteria set down for statute. The panel could not subsequently provide additional reasons - as opposed to providing clarity / elucidation of prior reasons - and above all could not contradict the original decision at a later stage.	Walker Mr Justice	2007.04.04	Admin Division

Tort – Jurisdiction EC Law	Hewden Tower Cranes Ltd v Wolffkran GmbH [2007] EWHC 857 (TCC) : Bailli Hire crane collapsed. Hewden having paid out compensation to various parties sought to recover against the German manufacturer / hirer of the equipment on the grounds of negligence – defective welds in crane – Civil Liability Contribution Act 1978. Question – whether under EC Reg 44/2002 Arts 2(1); 5(3) & 23 the UK or German court had jurisdiction . Held : UK Court had jurisdiction.	Jackson Mr Justice	2007.04.03	TCC
Settlement : Validity : Duress : Rome & Jewish Law	Halpern v Halpern [2007] EWCA Civ 291 Bailli Appeal against a decision that a party cannot avoid a contract (here a settlement of a dispute submitted to arbitration) procured by duress in circumstances where he cannot offer the other party substantial restitutio in integrum. Court held that justice requires a remedy. Inter-relationship between Rome Convention and Jewish Law examined - re choice of law.	Waller LJ; Sedley LJ; Carnwath LJ.	2007.04.03	CA
Part 36 offer save as to costs	Shepherds Investments Limited v. Andrew Walters [2007] EWCA Civ 292 CA on appeal from High Court of Justice (Mr Justice Etherton) : Whether a costs order should be made post entitlement determination but prior to determination of quantum. Validity of a Part 36 offer containing a fixed offer for costs as opposed to assessed costs.	Mummery LJ; Smith LJ; Toulson LJ.	2007.04.03	CA
Costs : Issue by issue	McGlenn v Waltham Contractors Ltd [2007] EWHC 698 (TCC) Bailli Whether costs should be awarded globally or on an issue by issue basis : Availability of <i>Bullock/Sanderson</i> orders.	Coulson QC HHJ Peter	2007.03.28	TCC
Human Rights	Stretford v The Football Association Ltd. [2007] EWCA Civ 238 Bailli Appeal rejected : No breach of Article VI HRA in referring a disciplinary dispute subject to the Association's well known rules to arbitration. CA.	Clarke MR ,Sir Anthony Waller LJ; Sedley LJ.	2007.03.21	CA
Costs : late acceptance	Matthews (a patient) v Metal Improvements Co Inc [2007] EWCA Civ 215 Bailli Award of costs where a claimant accepts a payment into court late in the light of new evidence indicating that the payment adequately reflects the value of his claim.	Chadwick LJ; Lloyd LJ; Mr Justice Stanley Burnton.	2007.03.14	CA
Experts : reasons	Halifax Life Ltd v The Equitable Life Assurance Society [2007] EWHC 503 (Comm) Bailli By analogy with s70(4) Arbitration Act 1996 the court can require an Umpire / expert to provide adequate reasons for a decision - and here so ordered - to determine an appeal against the validity of the umpire's decision.	Creswell J	2007.03.13	Commercial Court
Service : Alternative service application	Albon (t/a N A Carriage Co) v Naza Motor Trading SDN BHD [2007] EWHC 327 (Ch) On going saga : discussed role of CPR in respect of management of this dispute which attempts to grow like Topsey. The time scale for issue of a claim was running out and applicant having failed to issue sought permission for alternative service : Application denied.	Lightman Mr Justice	2007.03.09	Chancery
Costs : damages	Dadourian Group International Inc v Simms [2007] EWHC 454 (Ch) Damages for deceit : costs of the action – including applications in respect of arbitration. Permission to appeal granted. On-going.	Warren Mr Justice	2007.03.08	Chancery
Restraining order and EC Law	West Tankers Inc v. RAS Riunione Adriatica di Sicurtà SpA [2007] UKHL 4 Whether or not it was inline with EC Regulation 44/2001 to restrain a party from pursuing litigation before the court of a member state was in question. House of Lords felt it was but that a reference to the ECJ was justifiable since matter not entirely clear.	Nicholls, Lord Steyn, Lord Hoffmann, Lord Rodger, Lord Mance, Lord	2007.02.21	HL

Double Jeopardy : Abuse of process	Laing v Taylor Walton (a firm) [2007] EWHC 196 (QB) Issue Estoppel : Abuse of Process : Summary Judgement. Claim against solicitors for negligence in contract drafting resulting in exposure to a claim from another party.	Langley Mr Justice	2007.02.20	Commercial Court
Conflicts : Jurisdiction : State immunity	Donegal International Ltd v Zambia [2007] EWHC 197 (Comm) Bailli Declaration of state immunity refused. World wide freezing orders revisited.	Smith Mr Justice Andrew	2007.02.15	Commercial Court
Jurisdiction – s32 application	Film Finance Inc v The Royal Bank of Scotland [2007] EWHC 195 (Comm) Bailli Scope of arbitration clause : Held : Arbitrator has jurisdiction over the dispute. Liberal approach to interpretation in favour of one stop arbitration appropriate. <i>Fiona v Privalov</i> noted.	Smith Mr. Justice Andrew	2007.02.14	Commercial Court
Double jeopardy : Injunction of arbitral proceedings	Intermet FZCO v Ansol Ltd [2007] EWHC 226 (Comm) Application to injunct arbitral proceedings refused. Whether the same issue replicated in arbitration and litigation proceedings. However only one of the parties to the contract arbitration was also a party to the fraud litigation. Held : Both actions could proceed simultaneously.	Gloster J	2007.02.09	Commercial Court
Reasons : credibility of witnesses	Battista v Bassano [2007] EWCA Civ 370 Judge must give sufficient reasons for the CA to follow the evidence and deduce from it why the decision had been reached. Reasons do not have to be detailed or exhaustive.	Tuckey LJ, Arden LJ, Lawrence Collins LJ.	2007.02.08	CA
Privilege – self incrimination	Noga D'importation v Australia and New Zealand Banking Group Ltd [2007] EWHC 85 (Comm) Waiver of privilege : disclosure of documents – admissibility of documents.	Steel Mr Justice David	2007.01.26	Commercial Court
Freezing order	Fourie v. Le Roux & Ors Rev 1 [2007] UKHL 1 : Bailli Circumstances in which, and procedure to be adopted for the imposition of a freezing order. (Mareva Injunction).	Bingham Lord; Hope Lord ; Scott Lord ; Rodger Lord ; Carswell Lord	2007.01.24	House of Lords
Abuse of process : delay	Aldi Stores Ltd. v WSP Group Plc [2007] EWHC 55 (TCC) : Bailli Successful application for strike out as abusive a claim which should have been raised, but was not raised, in the course of earlier litigation.	Jackson Mr Justice	2007.01.15	TCC
Finality of disciplinary decision	Osei Sankofa & Chartlon Athletice Football Co Ltd v Football Association Ltd (2007) EWHC 78 (Comm) Bailli Finality of FA Disciplinary Commission decisions : whether reasoned decision required. Held : Decisions final by agreement - which does not require reasons. Whilst <i>Wednesbury</i> unreasonableness is a ground for challenge, the decision in question was not self evidently unreasonable. On the balance of convenience - viz the need of sport to produce rapid, determinative decisions, application for relief failed.	Simons Mr Justice	2007.01.12	Commercial Court
Legal Personality	Gray Aitken Partnership Ltd v Link Housing Association Ltd [2007] ScotCS CSIH_4 : Bailli Action commenced in the old name of an organisation not its new name. The name had then been taken up by a third party. The action was subject to a contractual 5 year time bar. Was the amendment in relation to a mere clerical error or a change of personality - thereby defeating the time bar? Held : Amendment not permitted.	President Lord; Osborne Lord; Eassie Lord.	2007.01.10	Inner House Court of Session 1 st Div

World wide freezing orders	Dadourian Group International Inc v Simms [2006] EWCA Civ 1745 Bailli Failed appeal against a freezing order.	Chancellor Arden LJ Longmore LJ	2006.12.20	CA
Application to amend out of time	Secretary of State for Transport v Pell Frischmann Consultants Ltd. [2006] EWHC 2909 (TCC) Bailli Successful application to amend statements of claim out of time.	Jackson Mr Justice	2006.11.13	TCC
Conflicts ; applicable law	Travelers Casualty & Surety Co Canada v Sun Life Assurance Co Canada (UK) Ltd [2006] EWHC 2716 (Comm) : bailli Insurance : Held : Closest connection Canada. Extensive review of conflicts.	Clarke Mr Justice Christopher	2006/11/01	Commercial Court
Late Evidence : admissibility	CBR (Wakefield) Ltd v Puccino's Ltd (2) [2006] EWHC B7 (Ch) : Bailli Admissibility of further evidence following issuing of draft judgement.	Behrens HHK John	2006.10.30	Chancery
Reasons	Persimmon Homes (North West) Ltd v First Secretary of State [2006] EWHC 2643 (Admin) Planning application : Sufficient and adequate reasons provided for the planning decision.	Bean Mr Justice	2006.10.25	Admin. Div
Conflicts : Jurisdiction : Appeal from IAT	Tehrani v Secretary of State for the Home Department (Scotland) [2006] UKHL 47 Whether English or Scottish court had jurisdiction over appeal / judicial review of IAT.	Nicholls , Hope, Scott, Rodger, Carswell	2006.10.18	House of Lords
Sham contract – legal personality	Dene Construction Ltd v Antshire Ltd [2006] EWHC 2567 (TCC) Bailli Whether or not a contract was a sham to hide true identity of contractual partners. Held : Not a sham – case to proceed. Note case had already been preceded by two adjudications.	Toulmin HHJ John	2006.10.13	TCC
Jurisdiction : conflicts	Bols Distilleries (t/a as Bols Royal Distilleries) v Superior Yacht Services Ltd (Gibraltar) [2006] UKPC 45 : bailli The jurisdiction of the Supreme Court of Gibraltar to hear a case concerning an alleged contract relating to the construction and operation of a racing yacht. Article 2(1) & 23(1) Council Regulation (EC) 44/2001.	Hoffmann Lord: Hope Lord : Scott Lord ; Rodger Lord; Walker Lord.	2006/10/11	Privy Council
Legal Privilege	National Westminster Bank Plc v Rabobank Nederland [2006] EWHC 2332 (Comm) : bailli Disclosure and legal privilege.	Simon Mr Justice	2006/09/15	Commercial Court
Conflicts : Jurisdiction	Tajik Aluminium Plant v Abdukadir Ganievich Ermatov [2006] EWHC 2374 (Comm) Bailli Application to set aside Part 20 proceedings for lack of jurisdiction dismissed. Admonition regarding lost costs.	Cresswell Mr Justice	2006.07.28	Commercial Court
Reasons : GDC	Council for the Regulation of Healthcare Professionals v General Dental Council [2006] EWHC 1870 (Admin) Reasoned decisions : General Dental Council.	Hodge Mr Justice	2006.07.24	QBD Admin Division

Conflicts ; applicable law	Habib Bank Ltd v Central Bank of Sudan [2006] EWHC 1767 (Comm) : bailli The contracts sued on (the undertakings to honour HBL's claim for principal and interest provided all terms and conditions were complied with) predate the coming into force of the Contracts (Applicable Law) Act 1990. The proper law of the contracts must therefore be established by reference to common law principles. There was no express choice of law. The governing law is therefore that of the country with which the contract has its closest and most real connection. In fact the position is essentially the same under the 1990 Act. Whether the contract was a unilateral or a bi-lateral contract, the contemplated performance by HBL was notification and confirmation of the letters of credit, inspection of the documents presented and negotiation of the documents. All of these steps involved action to be taken in England and I am in no doubt that England is the country with the closest and most real connection to the contracts.	Field Mr Justice	2006/07/19	Commercial Court
Conflicts : Jurisdictional challenge	WPP Holdings Italy Srl v Benatti [2006] EWHC 1641 (Comm) Judgment regulations : England first seized of dispute involving an Italian entity. Held : Challenge failed.	Field Mr Justice	2006.07.18	Commercial Court
Anti-suit injunction : jurisdiction	Goshawk Dedicated Ltd v ROP Inc [2006] EWHC 1730 (Comm) Injunction successfully applied for to prevent party pursuing an action to strike out arbitration proceedings before the Georgia Court.	Morison, Mr Justice	2006.07.12	QBD Commercial Court
Reasons	McLoughlin v Jones [2006] EWCA Civ 1167 Reasons for decisions reviewed.	Pill LJ; Arden LJ; Neuberger LJ.	2006.07.05	CA
Conflicts	Harding v. Wealands [2006] UKHL 32 : Bailli Whether damages for personal injury caused by negligent driving in New South Wales should be calculated according to the applicable law selected in accordance with Part III of the Private International Law (Miscellaneous Provisions) Act 1995 (hereafter "Part III") or whether it is a question of procedure which falls to be determined in accordance with English law. Reinstated the judgement at first instance.	Bingham Lord Woolf Lord Hoffmann; Lord Rodger Lord Carswell Lord	2006.07.05	House of Lords
Reasons : Inadequate : Immigration	Malaba v Secretary of State for the Home Department [2006] EWCA Civ 820 : Bailii Reasons inconsistent : inadequate reasons fatal to the enforcement of the decision of the immigration adjudicator. Decision quashed.	Pill LJ, Dyson LJ Hallett LJJ.	2006.06.21	CA
Conflicts ; applicable law	Trafigura Beheer BV v Kookmin Bank Co [2006] EWHC 1450 (Comm) : bailli Trafigura has countered Korean proceedings by starting the present action, in which it claims against Kookmin a declaration of non – liability. Trafigura also claims an anti – suit injunction to prevent Kookmin carrying on the Korean proceedings. Kookmin challenged the jurisdiction of the court and Trafigura unsuccessfully attempted to obtain an interim anti – suit injunction. Here the question was what law governs tort actions. Held : English Law.	Aikens Mr Justice	2006/06/16	Commercial Court
Conflicts : State immunity :	Jones v. Ministry of Interior for the Kingdom of Saudi Arabia [2006] UKHL 26 Whether the English court has jurisdiction to entertain proceedings brought here by claimants against a foreign state and its officials at whose hands the claimants say that they suffered systematic torture, in the territory of the foreign state.	Lords Bingham ; Hoffmann; Rodger; Walker; Carswell	2006.06.14	House of Lords
Costs - capping	Knight v Beyond Properties Pty Ltd [2006] EWHC 1242 (Ch) Application to court to make a capping order analogous to that under s65 Arbitration Act. Order refused – but costing judge could take issues into account if costs spiralled. Such an order might be possible in other circumstances.	Mann, Mr Justice	2006.05.26	QBD Chancery Division

Reasoned judgment	F (children), Re [2006] EWCA Civ 792 This judgment is so lacking in reasoning and substance that it presents at least an appearance not to have engaged fully with the important issues that were being ventilated before the learned judge and that it is wholly deficient in explanations as to how or why he has arrived at the conclusions that he has.	Thorpe LJ; Moses LJ; Mr Justice Hedley.	2006.05.18	CA
Costs : Payment in	Tonkin v UK Insurance (No 2) [2006] EWHC 1185 (TCC) Whilst successful in the litigation, the claimants failed to beat a payment in. Costs - allegations of unreasonable behaviour rejected. Costs to follow the event	Coulson HHJ Peter	2006.05.18	TCC
Reasons : PAT	Viggers, R (on the application of) v Pensions Appeal Tribunal [2006] EWHC 1066 (Admin) Brief & inadequate reasons for decision.	Crane Mr Justice	2006.04.26	QBD Admin Division
Reasons : GMC	Phipps v General Medical Council [2006] EWCA Civ 397 Reasons for decisions : General Medical Council.	Potter Sir Mark; Arden LJ; Wall LJ.	2006.04.12	CA
Conflicts : State Immunity	AY Bank Ltd v Bosnia & Herzegovina [2006] EWHC 830 (Ch) Liquidation of a bank in the UK owned by States emanating from the former state of Yugoslavia. Issues as to justiciability.	Chancellor	2006.04.12	Chancery
Freezing Order : World Wide	Dadourian Group Int Inc v Simms [2006] EWCA Civ 399 Worldwide Freezing Order. CA laid down Guidelines to be known as the Dadourian Guidelines for the granting of a WWF or Worldwide Mareva Injunction.	Ward KLJ Arden LJ Moore-Bick LJ	2006.04.11	CA
Conflicts : Negative injunction : jurisdiction	Andromeda Marine SA v OW Bunker & Trading A/S [2006] EWHC 777 (Comm) Negative Injunction : Claimant's - third parties ship owners to a charterer's contract for bunkers from the defendant sought a declaration / injunction that no action lay against them as third parties. Main action was before the Danish Court. Held : Court had no jurisdiction. If at all, this action should be pursued before the Danish Court.	Morison HHJ	2006.04.11	QBD Commercial Court
Conflicts : Forum : Choice of	Dornoch Ltd v Mauritius Union Assurance Co Ltd [2006] EWCA Civ 389 Conflicts : Forum. Reinsurance Dispute.	Potter Sir Mark Tuckey LJ May LJ	2006.04.10	CA
Bias – free masonry	Port Regis School Ltd., R v Gillingham & Shaftesbury Agricultural Society [2006] EWHC 742 (Admin) In the circumstances the fact that two councillors were free masons did not amount to bias or taint planning decisions of the council.	Newman Mr Justice	2006.04.05	Admin
Reasons IAT	RG (Ethiopia) v Secretary of State for the Home Department [2006] EWCA Civ 339 Insufficient / inadequate reasons on a particular issue remitted to the IAT for further consideration.	Pill LJ; Keene LJ; Wilson Mr Justice	2006.04.04	CA
Expert opinion	Gorne v Scales [2006] EWCA Civ 311 Court held that the method of valuing a directory proposed by an expert witness and adopted by the court was not a viable valuation mechanism.	Ward LJ; Arden LJ; Moore-Bick LJ.	2006.03.29	CA
Role of Judge – examination in chief	London Borough of Southwark v Kofi-Adu [2006] EWCA Civ 281 Natural Justice : It is the job of counsel not the trial judge to conduct examination in chief.	Laws LJ; Jonathan Parker LJ : Sir Martin Nourse.	2006.03.23	CA

Due process : Serious irregularity : court proceedings	Manchester City Council v Muir [2006] EWCA Civ 423 Serious irregularity by the court in respect of an ASBO.	May LJ; Keene LJ; Waller LJ.	2006.03.23	CA
Bias	Smith v Kvaerner Cementation Foundations Ltd [2006] EWCA Civ 242 Recorder was from the same chambers as counsel for one of the parties and had acted for related firms : CA allowed an appeal - setting aside the recorder's decision because of an appearance of bias. Also deals with appeal out of time. CA	Phillips LCJ, Clarke MR: Sir Anthony May LJ	2006.03.21	CA
Conflicts	Tavoulaareas v Tsavlis [2006] EWHC 414 (Comm) Question as to whether English or Greek court was seized of action, and status of the determination of the Greek Court, the CA having previously declared that the English Court had jurisdiction.	Tomlinson, Mr Justice	2006.03.09	QBD Commercial Court
Conflicts : Applicable law :	Horn Linie GmbH & Co v Panamericana Formas e Impresos SA [2006] EWHC 373 (Comm) Choice of Law : Conflict : UK or Columbian Law. Whether HVR apply. Anti-suit injunction.	Morison Mr Justice	2006.03.06	QBD Commercial Court
Jurisdiction : Court	Snookes v Jani-King (GB) Ltd [2006] EWHC 289 (QB) : Bailii Franchise contract specified that claims be brought before a competent court in London. Claims commenced in Swansea District Registry. Held : Swansea did not have jurisdiction : Claims could not be transferred - they had to be withdrawn and re-commenced in London. NB : Once commenced in London, a claim could then be transferred at the discretion of the court.	Silber J The Honourable Mr Justice	2006.02.23	QBD. Swansea District Registry
Expert Witness	Meadow v General Medical Council [2006] EWHC 146 (Admin) Expert Witness : Appeal against disciplinary action by GMC for Breach of Professional Duty as an expert witness : Even where an expert witness acted in good faith and there was no evidence of calculated or wilful failure to use his best endeavours to provide evidence a finding of serious professional misconduct is not precluded but it will only be in a very rare case that such a finding will be justified.	Collins Mr Justice	2006.02.17	QBD Admin Division
Costs : Thrown away	Cunningham v Collett & Farmer [2006] EWHC 148 (TCC) Costs Thrown Away : Interim costs hearing. Detailed analysis of the procedure to be applied when considering assessment of costs thrown away.	Coulson HHJ Peter	2006.02.09	TCC
Summary judgement	Messer Griesheim GmbH v Goyal MG Gases Pvt Ltd [2006] EWHC 79 (Comm) Bailli Applicant sought summary judgement in lieu of a default judgement since the latter was unenforceable in India. In the circumstances there were no grounds for a valid defence and accordingly summary judgement entered.	Langley Mr Justice	2006.02.07	Commercial Court
Discoveries	Goshawk Dedicated Ltd v Tyser & Co Ltd [2006] EWCA Civ 54 What happens if underwriters at Lloyd's, who have handed back to their insured's brokers all the documents which those brokers have shown them in the course of placing the insurance and making claims under it, subsequently have need of those documents in order to evaluate their exposure under it? Held : he brokers are obliged, on reasonable notice, to allow the syndicates to inspect and copy the documents sought by the syndicates.	Clarke MR Sir Anthony, Rix LJ, Richards LJ	2006.02.07	CA
Notice : Service	Fairmays (a firm) v Palmer [2006] EWHC 96 (Ch) It is not enough to make service at an individual's last known address if he is out of the country. Defendant successfully had a judgement in default set aside since the claim form was not effectively served.	Evans-Lombe Mr Justice	2006.01.31	QBD Chancery Division

Conflicts : Forum non-conveniens	Antec International Ltd v Biosafety USA Inc [2006] EWHC 47 (Comm) Forum Non-Conveniens : Jurisdiction.	Gloster Mrs Justice	2006.01.27	QBD Commercial Court
Notice : Service : Claim form : CPR	Kuenyehia v International Hospitals Group Ltd. [2006] EWCA Civ 21: Bailii Service of Claim Form regarding claims arising out of a contract for the provision of construction contract procurement: Procedures for service of claim form set out in CPR to be strictly adhered to : Impact of limitation time bar on failure to make an effective service. Cf Scrabster Harbour Trust v Mowlem plc [2006] CSIH 12 :	Waller LJ; Dyson LJ; Neuberger LJ.	2006.01.25	CA
Expert Reports	Gurney Consulting Engineers v Gleeds Health & Safety Ltd [2006] EWHC 43 (TCC) Expert Reports : CPR : Application to rely on reports used in prior litigation between the parties : Weight given to reports, by trial judge, where expert not called to give evidence.	Coulson HHJ Peter	2006.01.25	TCC
Bias : Conflict of Interests :	Morrison v AWG Group Ltd [2006] EWCA Civ 6 : Bailii The trial judge admitted that he would have difficulty ruling on the character of a potential witness. Court of Appeal held that the option of calling alternative witnesses to save the judge embarrassment was prejudicial to the defendants. Accordingly the judge should recuse himself.	Mummery LJ, Latham LJ, Carnwath LJ	2006.01.20	CA
Costs	Virdee v Viridi [2006] EWCA Civ 43 : Bailii Trial judge made an interim order on costs – intimating that the applicant would receive costs if he ultimately won, but drew back from making an immediate costs order. CA dismissed an appeal against the decision not to make an immediate costs order. On the limited information available to the judge at the time, the decision was fully justifiable.	Lloyd LJ	2006.01.19	CA
Stay to foreign jurisdiction	Konkola Copper Mines Plc v Coromin Ltd [2006] EWCA Civ 5 Unsuccessful appeal against refusal of application to stay to foreign jurisdiction.	Clarke MR, Sir Anthony. Rix LJ Richards LJ	2006.01.17	CA
Limitation : Contribution	Aer Lingus v Gildacraft Ltd [2006] EWCA Civ 4 Bailii The two year limitation period under s10 Limitation Act 1980 pursuant to the Civil Liability Contribution Act 1978 runs from a determination of both entitlement and quantum, and not from a judgement on entitlement alone.	Clarke MR Sir Anthony Rix LJ Moore-Bick LJ	2006.01.17	CA
Bias : Due Process : Role & relationship of certifier	Scheldebouw BV v St. James Homes (Grosvenor Dock) Ltd [2006] EWHC 89 (TCC) : Bailii Bias : Due Process : Can an employer appoint itself as Construction Manager / Contract Administrator / certifier ? Held : No - whilst an employee can be given that role - the employer himself cannot fulfil that role - there must be a degree of independence/professional separation. Semble - a party to a dispute or difference could not be an adjudicator/arbitrator in his own cause.	Jackson : HHJ Mr Justice	2006/01/16	TCC

Conflicts ; applicable law	T&N Ltd v In the matter of the Insolvency Act 1986 [2005] EWHC 2990 (Ch) : bailli The issues in summary are as follows. First, assuming that the relevant act or omission giving rise to a particular US Asbestos Claim occurred before 1 May 1996 but the resulting damage did not occur until after that date, will the choice of law applicable in England to the claims be governed by the common law or by the Private International Law (Miscellaneous Provisions) Act? This turns on the construction of s14 of the Act. Secondly, assuming that the choice of law applicable to a claim would be governed by the common law, would the court apply English law to the claim, unless and to the extent that US law was applied by way of the exception confirmed by the Privy Council in <i>Red Sea Insurance Ltd v Bouygues SA</i> [1995] 1 AC 190. Thirdly, if by way of the exception US law was exclusively applied to the claim, would the quantification of damages be treated as a matter of procedure and therefore governed by English law as the lex fori? Fourthly, the same question is raised on the assumption that the choice of law applicable to the US Asbestos Claims was governed by the 1995 Act.	Richards Mr Justice David	2005/12/21	Chancery
Costs	Clare v Buckle Mellows [2005] EWCA Civ 1611 The defendant solicitors were in breach of their contractual duty when they advised a client to dissolve a partnership. However, the claimant failed to recover damages because she failed to prove any loss. Accordingly costs were awarded against her.	Pill LJ; Smith LJ; Sir Christopher Staughton	2005.12.21	CA
Burden of Proof – test to be applied	Upstate Ltd v BHW Refrigeration & Air Conditioning Ltd [2005] EWHC 2968 (TCC) : Bailii Burden of Proof - Test to be applied : Refrigeration unit failed - contents damaged : Who was responsible for the failure - client or maintenance supplier? Claimant failed to show why it failed or to establish that defendant was responsible. Actual cause of failure never established.	Toulmin CMG QC. HHJ John	2005.12.21	TCC
Reasoned judgment	Fielden v Cunliffe [2005] EWCA Civ 1508 Extempore judgement overturned as lacking any kind of judicial analysis.	Mummery LJ; Wall LJ; Moore-Bick LJ	2005.12.06	CA
Costs – expert advice	Agassi v HM Inspector of Taxes [2005] EWCA Civ 1507 General principles regarding the recovery of the costs of non-legal expert advice in support of litigation.	Brook LJ; Dyson LJ; Carnwath LJ	2005.12.02	CA
Bias : Conflict of Interests	AWG Group Ltd v Morrison [2005] EWHC 2786 (Ch) : Bailii Trial judge declined to recuse himself because he knew a potential witness who had not been called. Since alternative witnesses had been called, there was no longer a problem. The costs of the trial and undesirability of postponing a trial where the judge was already primed outweighed concerns which had ceased to be relevant.	Evans-Locombe Mr Justice	2005.12.01	QBD Chancery Division
Costs : Indemnity	Danepoint Ltd v AUA [2005] EWHC 2809 (TCC) Circumstances when costs will be ordered on an indemnity basis.	Coulson HHJ Peter	2005.11.28	TCC
Third party rights	Catlin Estates Ltd v Carter Jonas [2005] EWHC 2315 (TCC) Had property been sold to Mr Catlin by CEL and if so did builder owe a tortious duty of care for defective premises arising out of breach of contract ? Held : CEL still owner.	Toulmin HHJ John	2005.10.31	TCC

Evidence : Witness summons	Tajik Aluminium Plant (TadAZ) v Hydro Aluminium AS [2005] EWCA Civ 1218 Appeal against dismissal of applications for witness summons : Dismissals confirmed : the applications specified "all documents relating to supplies of alumina etc" Court held that the description of documents that witnesses would be called to attest to was too wide for them to know what they would be cross-questioned on. Court rejected a submission that rejection of the applications would deprive the tribunal of access to documentation. There is an appropriate procedure for disclosure of documents that is not tantamount to a fishing expedition.	Rix LJ; Kay LJ Maurice Moore-Bick LJ	2005.10.24	CA
Freezing order : World Wide	Tajik Aluminium Plant v Ermatov [2005] EWHC 2241 (Ch) The court having reviewed the evidence of both parties concluded that the freezing orders should be lifted – and discovery orders revoked : concern was that commercial information would be made available to competitors. Case features allegations of fraud and corruption on both sides.	Blackburne, Mr Justice	2005.10.21	QBD Chancery Division
Costs : indemnity	Wates Construction Ltd. v HGP Greentree Allchurch Evans Ltd. [2005] EWHC 2174 (TCC) Costs on indemnity basis : When applicable	Coulson HHJ Peter	2005.10.10	TCC
Dispute : Meaning of	Thames Valley Power Ltd. v Total Gas & Power Ltd. [2005] EWHC 2208 (Comm): Bailii Stay to Expert Determination or summary judgment.	Clarke Mr Justice	2005.09.27	QBD Commercial Court
Bias : Apparent	Flaherty v National Greyhound Racing Club Ltd [2005] EWCA Civ 1117 Apparent bias : Requirements :	Scott Baker LJ; Sir Peter Gibson.	2005.09.14	CA
Conflicts ; applicable law	Dornoch Ltd. v Mauritius Union Assurance Co Ltd. [2005] EWHC 1887 (Comm) : bailli Applications for (i) a declaration that the Excess Reinsurance had been validly avoided on account of non-disclosure or material misrepresentation by MUA; (ii) a declaration that the claimants ("the Reinsurers") were not liable to MUA because the claims, even if proved, fell outside the scope of the Excess Reinsurance; (iii) damages for misrepresentation pursuant to the Misrepresentation Act 1967, as against MUA; (iv) damages for deceit, alternatively damages for negligent misstatement, as against MCB. Cross application for stay : Reinsurance - evidence of fraud in handling of original policies - subject to Mauritius Law and concurrent actions. Applicable law of reinsurance. Mr Justice Aikens. 19th August 2005..	Aikens Mr Justice	2005/08/19	Commercial Court
Conflicts	Dornoch Ltd. v The Mauritius Union Assurance Co Ltd. [2005] EWHC 1887 (Comm) Court determined proper law and forum England but refused to maintain an anti-suit injunction against action in Mauritius.	Aikens Mr Justice	2005.08.19	QBD Commercial Court
Challenge to General Average adjustment	Mora Shipping Inc of Monrovia, Liberia v Axa Corporate Solutions Ass Sa [2005] EWCA Civ 1069 Underwriters refused to comply with GA adjustment on grounds of unseaworthiness which would negate the right to GA. Owners sought enforcement in UK. Underwriters domiciled in various EU states. Held : In absence of Choice of English Law and Jurisdiction clause, under Brussels enforcement had to be sought individually before the courts of the respective states of domicile.	Ward LJ; Clarke LJ; Neugerber LJ	2005.07.28	CA
Reasons : IAT : proportionality	R (Iran) v Secretary of State for the Home Department [2005] EWCA Civ 982 IAT : the failure to give reasons, and proportionality : unjustified complaints by practitioners that are based on an alleged failure to give reasons, or adequate reasons, are seen far too often. This must end.	Brooke LJ. VC; Chadwick LJ; Maurice Kay LJ.	2005.07.27	CA

Limitation Act : Time bar	Birse Construction Ltd v McCormick (UK) Ltd [2005] EWCA Civ 940 Failed Appeal : Action (arbitration) out of time : Applicant sought to establish that new causes of action arose subsequently, thus making the application within time. First instance judgement held that the causes of action accrued on and were accordingly now out of time by virtue of the Statute of Limitation.	Clarke LJ; Carnwath LJ; Mr Justice Patten.	2005.07.26	CA
Ouster clause	British Aviation Insurance Company Ltd, Re [2005] EWHC 1621 (Ch) Court asked to consider whether a dispute resolution scheme attempted to unlawfully oust the jurisdiction of the court and should thus be sanctioned. Court held that it was stated to oust the jurisdiction of the court to the extent that the law allowed. In the circumstances thus any lawful recourse to the courts remained.	Lewison Mr Justice	2005.07.21	QBD Chancery Division
Discovery : disclosure	Briggs & Forrester Electrical Ltd v Southfield School for Girls [2005] EWHC 1734 (TCC): Bailii Pre-action protocol. Documents needed to establish quantum in order to negotiate a settlement should be disclosed. Documents regarding entitlement - which would not be disclosable under the CPR will not.	Coulson HHJ Peter	2005.07.20	TCC
Reasons	BJ, R (on the application of) v Governing Body of a School [2005] EWHC 3392 (Admin) Duty to provide reasons : Decision quashed. School panel reinstated violent child.	Goudie QC Mr James. Deputy Judge	2005.07.19	QBD Admin Division
Costs : Preaction protocol	Ian McGlin v Waltham Contractors Ltd [2005] EWHC 1419 Costs of fulfilling pre-action protocol not recoverable.	Coulson HHJ Peter	2005.07.06	TCC
Legal Privilege	Burkle Holdings Ltd. v Laing No 2 [2005] EWHC 2022 (TCC) : bailli If the other side gets hold of legally privileged documents does that evidence become admissible?	Thornton J	2005/06/27	TCC
Confidentiality : privilege	Burkle Holdings Ltd. v Laing No 2 [2005] EWHC 2022 (TCC) Whilst documents may have initially been privileged, since they had been disclosed fully at a prior trial between the parties without objection, any confidentiality that might have attached to the documents had been lost. It was now too late to object to their admissibility.	Thornton HHJ	2005.06.27	TCC
Time bar	Henry Boot Construction Ltd. v Alstom Combined Cycles Ltd. [2005] EWCA Civ 814 When a cause of action arises in respect of claims for interim and final payment under construction contracts. Does time run from when an engineer makes a decision on an interim payment or when he should have made the decision? Or is the interim application subsumed into the final account. Engineer refused to take on board questions of limitation and certified payments for work done many years earlier. At first instance the judge arbitrator held that time ran from issue of certificate or failure to issue a certificate at the due time. Hence applications time barred. This was appealed here. Held : time runs from when the payment due by virtue of a certificate is not honoured. The interim applications could be held back to the final account. Hence, not time barred. (Note this contract was pre HGCR payment scheme). Interest from time of due certification time barred. Question . "When a cause of action arises in respect of claims for interim and, more importantly in this case, final payment under construction contracts. This must always be a question of construction. "	VC; Dyson LJ; Thomas LJ.	2005.06.16	CA

Conflicts ; applicable law	O.T. Africa Line Ltd v Magic Sportswear Corporation [2005] EWCA Civ 710 : bailli The critical question in the present appeal is whether an English court, on which the parties to a contract of carriage have conferred exclusive jurisdiction to resolve their disputes, should in its discretion decline to stay proceedings in this country and grant injunctive relief to restrain one of the parties from bringing and continuing proceedings in the courts of a country whose law permits proceedings to be brought in those courts. The traditional answer to this question has in the past been that it depends on the proper law of the contract of carriage. If the proper law provides that the exclusive jurisdiction clause is unenforceable, the English court will have no regard to it; if the proper law says that it is enforceable, or enforceable in the absence of strong reason for it not to be enforced and no such strong reason exists, the question will then arise whether, as a matter of discretion, it is appropriate to support that enforceability by injunctive relief.	Laws LJ; Rix LJ; Longmore LJ.	2005/06/13	CA
Conflicts ; applicable law	Oakley v Ultra Vehicle Design Ltd. [2005] EWHC 872 (Ch) : bailli Two companies in administration - one in UK one in Germany. Disputed ownership of a valuable vehicle. Held : English jurisdiction : but in the face of uncontested oral evidence of a German choice of law, German Law applied. Rome I applied.	Lloyd. Mr Justice	2005/05/25	Chancery
Conflicts ; applicable law	PT Pan Indonesia Bank Ltd TBK v Marconi Communications International Ltd [2005] EWCA Civ 422 : bailli The claim of Marconi is for damages for breach of contract in respect of the failure of Panin Bank to honour its obligations as confirmer of a letter of credit, pursuant to which Marconi drew various drafts and presented them to Panin Bank under the terms of the credit and which Panin Bank failed to accept. The appeal principally concerns the proper application of Article 4 of the Rome Convention on the Law Applicable to Contractual Obligations ("The Rome Convention), incorporated into English law by the Contracts (Applicable Law) Act 1990.	Potter LJ; Buxton LJ; Hooper LJ.	2005/04/27	CA
Consent order	Scammell v Dicker [2005] EWCA Civ 405 Successful challenge to an order setting aside a consent order for uncertainty 8 years after the consent order was originally made. The challenge to the consent order was commenced 7 years earlier. Held : End of the matter.	Ward LJ; Rix LJ.	2005.04.14	CA
Conflicts : Forum conueniens	Limit (No 3) Ltd & Ors v PDV Insurance Company [2005] EWCA Civ 383 Unsuccessful appeal against a determination that Venezuela was the most convenient forum for this action.	Auld LJ; Tuckey LJ; Clarke LJ.	2005.04.11	CA
Expert Witness	Quarmby Electrical Ltd. v Trant (t/a Trant Construction) [2005] EWHC 608 Use of single joint witnesses in low value cases : Construction dispute..	Jackson Mr Justice	2005.03.17	TCC
Conflicts : Jurisdiction : Brussels Convention.	Mora Shipping Inc v AXA Corporate Solutions Assurance S.A. [2005] EWHC 315 (Comm) : Bailli Defendant Insurers apply for an order that this court has no jurisdiction over this claim and so that the issue and service upon them of the Claim Form be set aside. Application set aside – jurisdiction in defendant’s home state not UK. Brussels Convention applied. General average assessment.	Langley Mr Justice	2005.03.16	Commercial Court
Expert Witness	Stephens v Cannon [2005] EWCA Civ 222 When confronted with conflicting expert valuations if possible the court must judge what sum is due and not merely rely on the burden of proof and the balance of probability.	Auld LJ; Arden LJ; Wilson Mr Justice.	2005.03.14	CA
Expert Witness	Hajigeorgiou v Vasiliou [2005] EWCA Civ 236 Where a party is given permission to introduce an expert witness report, there is no requirement to disclose the contents of adverse expert reports commissioned by that party but not introduced as evidence.	Brooke LJ ; Dyson LJ; Gage LJ	2005.03.10	CA

Petition for bankruptcy	Penwith District Council v VP Developments Ltd. [2005] EWHC 259 (Ch) Petition for bankruptcy set aside pending outcome of a suite of ongoing arbitral proceedings between the parties.	Laddie Mr Justice	2005.03.01	QBD Chancery Division
Enforcement of foreign debt	Carnegie v Giessen [2005] EWCA Civ 191 Enforcement of a foreign debt - conversion into sterling. CA.	Ward LJ; Dyson LJ; Carnwath LJ	2005.03.01	CA
Jurisdiction CAC	Ultraframe (UK) Ltd., R (on the application of) v GMB [2005] EWHC 112 (Admin) CAC ordered a ballot of union members to determine whether or not 40% of workforce supported recognition. The Union lost by 4 votes. They complained that some employees who were in support had not received ballot information and the CAC ordered a fresh ballot. Held : The CAC had no jurisdiction to do so and should have made a non-recognition order.	Wilson Mr Justice	2005.02.04	QBD Admin Division
Costs : Exaggerated claim	Painting v University of Oxford (2005) CA Lawtel Claimant exaggerated claim £5m for personal injury. Payment in of £180K rejected. Defendant reduced this to £10K after seeing video evidence of the claimant's mobility. Claimant recovered 80% of £30K plus costs. On appeal, costs element post rejection of payment in overturned - in absence of exaggeration a deal could have been cut.	Longmore LJ Kay LJ Maurice	2005.02.03	CA
Costs	Skanska Construction UK Ltd. v Egger (Barony) Ltd. [2005] EWHC 284 Award of costs - costs to follow event - 55% of costs recovered.	Wilcox HHJ David	2005.02.02	TCC
Conflicts	Harding v Wealands [2004] EWCA Civ 1735 : Bailli Whether damages for personal injury caused by negligent driving in New South Wales should be calculated according to the applicable law selected in accordance with Part III of the Private International Law (Miscellaneous Provisions) Act 1995 (hereafter "Part III") or whether it is a question of procedure which falls to be determined in accordance with English law. Overruled court at first instance.	Waller LJ Arden LJ Sir William Aldous	2004.12.17	CA
Conflicts ; applicable law	Ophthalmic Innovations International (UK) Ltd v Ophthalmic I.I. Inc. [2004] EWHC 2948 (Ch): bailli Packaging caused contact lenses to cloud up after implant. Action commenced in the US but not disclosed when application to serve out of jurisdiction made and granted. Here set aside granted. Applicable law US. Mr Justice Lawrence Collins. 16th December 2004	Collins Mr Justice Lawrence	2004/12/16	Chancery
Legal Privilege	Hakendorf v Vivian [2004] EWHC 2821 (QB) : bailli In an action against a solicitor a client cannot rely on legal privilege.	Tugendhat Mr Justice	2004/12/14	Queens Bench
Scott Schedule	Plymouth South West Co-Operative Society Ltd. v ASM [2004] EWHC 2938 The nature and importance of Scott Schedules.	Coulson HHJ Peter	2004.12.09	TCC
Accrual of action	Birse Construction Ltd. v McCormick (U.K.) Ltd [2004] EWHC 3053 (TCC) Time of accrual of cause of action.	Coulson HHJ Peter	2004.12.09	TCC
Disclosure : to court not shared	Lloyds Bank Plc v Michael William Cassidy [2004] EWCA Civ 1767 Lawtel AC9100577 Disclosure of document to judge but not to the other party. In the circumstances unlikely to lead to a successful appeal. No injustice suffered. Application to appeal refused.	Auld LJ, Chadwick LJ, Clarke LJ	2004.12.01	CA

Reasons : GOC	Threlfall v General Optical Council [2004] EWHC 2683 (Admin) Reasons : Duty to give.:	Burnton Mr Justice Stanley	2004.11.26	QBD Admin Division
Jurisdiction – Human Rights	National Union of Journalists, R v Central Arbitration Committee [2004] EWHC 2612 (Admin) The CAC ruled against recognition of the NUJ within the Mirror Group since another Union was already recognised. That Union had only 140 members with MG whereas the NUJ had over 600. The NUJ disputed jurisdiction but central issue here really related to Human Rights and EU legislation. Held : The UK legislation complied with the Regulations on Human Rights. The Union’s striking rights were maintained and they were in no worse position than before the UK law was introduced.	Hodge Mr Justice	2004.11.19	QBD Commercial Court
Cost cap - litigation	Petursson v Hutchison 3G UK Ltd [2004] EWHC 2609 (TCC) Claimant unsuccessfully sought to cap the defendant’s legal costs in advance.	Kirham HHJ Francis	2004.11.12	TCC
Conflicts : Forum conveniens Jurisdiction : Choice of Forum	British Sugar v Fratelli [2004] EWHC 2560 Jurisdiction and choice of forum - Brussels Convention considered.	Seymour HHJ Richard	2004.11.12	QBD Commercial Court
Reasons : for preferring evidence	Baird v Thurrock Borough Council [2005] EWCA Civ 1499 : Bailii Inadequate reasons for decision of County Court for preferring contradictory evidence. Case remitted for retrial by a different judge.	Ward LJ; Keene LJ; Gage LJ	2004.11.07	CA
Time bars : effective services	Peacocks Ltd v Chapman Taylor [2004] EWHC 2898 (TCC) Lawtel AC0108593 Defendant asserted claim sent to wrong address and eventually served outside the statutory limitation period. In the circumstances court held, exercising its discretion, that there had been effective service within time. Similar issues regarding effective service could apply to adjudication and arbitration - and similarly in respect of limitation periods.	Thornton QC HHJ Richard	2004.11.05	TCC
Conflicts ; applicable law	O.T. Africa Line Ltd. v Magic Sportswear Corporation [2004] EWHC 2441 (Comm) : bailii Application for anti-suit injunction.	Langley. Mr Justice	2004/11/03	Commercial Court
Notice requirements	Lodgepower Ltd. v Taylor [2004] EWCA Civ 1367 Notice of repair was served on the executors of the will of one of three trustee landlords. The deceased was intestate and not administrator had been appointed. Tribunal ordered repairs. Held : Notice invalid – arbitration award ineffective. Court noted that nothing prevented the tenant from issuing a fresh notice of repair.	Peter Gibson LJ; Longmore LJ; Lindsay Mr Justice	2004.10.22	CA
Declaration s72 – service of notice	Arab National Bank v El-Abdali [2004] EWHC 2381 (Comm) Application for a s72 declaration by a party who had taken no part in an arbitration, that an arbitration and its consequent award were invalid and further seeking injunctive relief against enforcement of the award. Court found overwhelming evidence that the award had been procured by fraud. Remarkably the arbitrator was seeking enforcement action.	Morison Mr Justice	2004.10.22	QBD Commercial Court
Amendment of claim	Gabriel v Hayward [2004] EWHC 2363 Application for amendment of statement of claim from 16 to 63 pages. Approved.	Havery HHJ Richard	2004.10.22	TCC
Expert Witness	Phillips v Symes [2004] EWHC 2330 Liability of an expert witness for wasted costs.	Smith Mr Justice Peter	2004.10.20	QBD Chancery Division

Conflicts ; applicable law	Base Metal Trading Ltd. v Shamurin [2004] EWCA Civ 1316 : bailli This appeal raises a number of important choice of law issues. They arise from a judgment of Tomlinson J. who dismissed a claim by Base Metal Trading Ltd. (BMTL) against Mr Shamurin. BMTL, a Guernsey company, claimed damages against Mr Shamurin, a Russian national and its former director and employee, for breach of a common law, equitable and/or implied contractual duty of care by entering into speculative trades on the London Metal Exchange on its behalf. It was common ground that such claims were not actionable under Russian law and in any event would have been time-barred in Russia. The judge held that Russian law was the proper law of each claim. He also indicated that even if Guernsey law or English law (which were taken to be the same) applied no breach of duty had been established against Mr Shamurin. BMTL now accept the judge's finding that Russian law was the proper law of Mr Shamurin's contract of employment, but challenges his other findings. The judge was right to conclude that Russian law was the proper law of the claim in tort. Guernsey law, the law of the place of BMTL's incorporation, was the proper law of the claim in equity. The judge was right to conclude that BMTL had failed to establish any breach of duty by Mr Shamurin. Accordingly I would dismiss this appeal.	Tuckey LJ; Arden LJ; Mr Justice Newman.	2004/10/14	CA
Confidentiality Privilege : Expert opinion	Jackson v Marley Davenport Ltd [2004] EWCA Civ 1225 Opinions - privilege : An experts report provided as opinion to counsel is privileged and non admissible.	Peter Gibson LJ; Tuckey LJ; Longmore LJ.	2004.09.29	CA
Reasons : EAT	Bahl v The Law Society [2004] EWCA Civ 1070 Inadequate reasons for decision of Employment Tribunal. Decision set aside by EAT - EAT decision confirmed on appeal.	Peter Gibson LJ; Latham LJ; Maurice Kay LJ.	2004.07.30	CA
Report – disclosure – litigation privilege	LFEPA v Halcrow Gilbert & Co Ltd [2004] EWHC 2340 (TCC): Bailli Disclosure - whether a report subject to litigation privilege. Procured for two purposes – one for litigation the other for financial accounting. Held : not privileged - disclosure ordered.	Toulmin HHJ	2004.07.28	TCC
Reasons - IAT	Januzi v Secretary of State for the Home Department [2003] EWCA Civ 1187 Inadequate reasons for findings of fact by IAT.	Aldous LJ; Buxton LJ; May LJ.	2004.07.24	CA
Statement of claim : amendment	Morgan v Hanson [2004] EWHC 1778 Application for amendment of statement of claim.	Havery HHJ Richard	2004.07.22	TCC
Reasons - adequacy	South Bucks District Council v. Porter [2004] UKHL 33 The reasons given by the CA for defeating a retrospective planning application for a caravan illegally set up on a green field site were based on long standing illegal occupation – whereas the inspector granted the application on the basis of Human Rights – ill health, old age etc. These reasons did not correlate with the grounds and therefore could not be sustained.	Lords Steyn; Scott ; Rodger ; Carswell ; Brown.	2004.07.01	House of Lords
Insurance : duty of solicitors to advise of risk	John Mowlem Construction Plc v Neil F Jones & Co [2004] EWCA Civ 768 CA confirmed that the duty of a solicitor to advise on aspects of insurance, including notification of a claim is case specific when advising on a potential litigation or arbitration. In this instance there was no duty to so. In the absence of advice to the contrary, the appellants had omitted to notify underwriters of an arbitration claim. Underwriters avoided the policy leaving the appellants exposed.	Judge LJ; Tuckey LJ; Kay LJ.	2004.06.30	CA.

Expert Witness	Phillips v Symes [2004] EWHC 1887 Duty of an expert witness to the court.	Smith Mr Justice Peter	2004.06.30	QBD Chancery Division
Conflicts : Applicable law:	Booth v Phillips [2004] EWHC 1437 (Admlty) : bailli Actions in negligence - tort : and breach of employer's duty to provide safe place of work under contract. Crew member died in an accident at sea. Widow as claimant. Vessel Liberian : Jordanian management company. 1st defendant in UK; 2nd - 4th defendants overseas. In absence of choice of law, whilst no other English connection - no connection to Jordan either. English law and jurisdiction applied. Standards of care international - applied to all states.	Teare QC Nigel	2004/06/17	Admiralty
Reasons : OFT	Office of Fair Trading v IBA Health Ltd [2004] EWCA Civ 142 Competition Appeals Tribunal set aside an OFT decision because there was no correlation between the evidence and the decision. Held on appeal : Whilst inadequate reasons alone are not a ground for setting a decision aside the reasons must be justified by the evidence which in this case they were not. Appeal dismissed.	VC : Mance LJ; Carnwath LJ.	2004.02.19	CA
Conflicts : Choice of Law	Beximco Pharmaceuticals Ltd v Shamil Bank of Bahrain EC [2004] EWCA Civ 19 Choice of Law : England : Reference to the Sharia'a alluded to an intention by the parties to comply with Islamic Principles but they did not agree to be governed by Sharia Law. A contract must chose one Law alone to govern a contract. CA.	Potter LJ; Laws LJ; Lady Justice Arden.	2004.01.28	CA
Anti-suit Conflicts :	Royal Bank of Canada v Cooperatieve Centrale Raiffeisen-Boerenleenbank BA [2004] EWCA Civ 7: bailli Anti-suit injunction sought against trial in New York. The New York trial was in its final stages. Held : Even if there was an English Jurisdiction clause it was now too late for an injunction.	Thorpe LJ; Mance LJ; Mr Justice Evans-Lombe.	2004/01/23	CA
Reasons SNT	A v Birmingham City Council [2004] EWHC 156 (Admin) A special needs tribunal delivered a decision. Assertion that reasons were absent regarding some issues. Court held that where a wide range of matters are raised the tribunal does not have to provide in-depth reasons for every single matter raised. There must be flexibility as to what is addressed and the degree of explanation required. Here there was no failure to provide reasons for the key issues.	Tucker Sir Richard	2004.01.12	QBD Admin Division
Strike out : court action :	Placito v Slater [2003] EWCA Civ 1863 Party had undertaken not to pursue an action : this did not prevent the court from considering an application for extension of time. In the circumstances no extension was justified.	Potter LJ; Laws LJ; Arden LJ	2003.12.19	CA
Natural Justice : unfairness : Serious irregularity	Co-Operative Group (CWS) Ltd v International Computers Ltd [2003] EWCA Civ 1955 : Bailli <i>"The judge has erred so fundamentally in his approach to this trial as to have lost, or at least given the appearance of losing, his ability to try CWS' claim with an objective judicial mind (cf Locabail (UK) Ltd v. Bayfield Properties Ltd [2000] QB 451 at 480F/G). It is not that he has come to the trial with any preconceived prejudice or predilection or bias: but that over the course of it he has demonstrated an inability to grapple objectively with the issues of fact and law presented to him. In the result the trial was unfair"</i>	Rix LJ; Tuckey LJ; Jonathan Parker LJ.	2003.12.19	CA
Anti-suit Conflicts :	Royal Bank of Canada v Coop Centrale Raiffeisen-Boerenleenbank Binding Authority [2003] EWHC 2913 (Comm): bailli Application for anti-suit injunctions. Concurrent proceedings in London and New York. Conflicts.	Smith Mr Justice Andrew	2003/12/02	Commercial Court

Bias : Preliminary views	Eastbourne Borough Council v. Hafez [2003] UKEAT 0188_04_0511 The issuing of preliminary views by a tribunal does not amount to bias - nor does extensive questioning of a witness : However, insufficient reasons were given for the final decision so the case remitted to the tribunal to provide further reasons.	Ansell HHJ	2003.11.05	EAT
Costs : Pre-action protocol	Daejan Investments Ltd v The Part West Club Ltd (part 20) Buxton Associates [2003] EWHC 2872 (TCC) Non-compliance with the requirements of the Professional Negligence Preaction Protocol - resulting in costs thrown away by the other parties, which in an application to amend, the claimant was required to cover.	Wilcox HHJ David	2003.11.03	TCC
Conflicts : Applicable law	Base Metal Trading Ltd. v Shamurin [2003] EWHC 2419 (Comm) : bailli Conflicts : Choice of Law : Extensive review of cases & Rome Convention. Falling out between Russian Trading Partners.	Tomlinson Mr Justice	2003/10/22	Commercial Court
Statutory Appeal	EI Du Pont De Nemours & Company v S.T. Dupont [2003] EWCA Civ 1368 Statutory Appeals : Rehearing or review?	Aldous LJ; May LJ; Keene LJ.	2003.10.10	CA
Limitation fund	ICL Shipping Ltd v Chin Tai Steel Enterprise Co Ltd. [2003] EWHC 2320 (Comm) Examination of the enforceability of a foreign award where the defendant has established a limitation fund in the UK, in particular with reference to the Convention on Limitation of Liability for Maritime Claims 1976 in the UK and the Convention on Limitation of Liability for Maritime Claims 1957 in Singapore given " <i>the numerous differences between the two conventions but the most important substantive difference is that, whereas under the 1957 Convention (Article 1.1) a shipowner is entitled to limit his liability for specified areas of liability, including cargo damage unless the occurrence giving rise to the claim resulted from the actual fault or privity of the owner, under the 1976 Convention entitlement to limit liability is barred (under Article 4) if it is proved that the loss resulted from the owner's "personal act or omission, committed with the intent to cause such loss, recklessly and with knowledge that such loss would probably result".</i>	Colman Mr Justice	2003.10.10	QBD Commercial Court
Limitation – statutory : time of accrual of action	VAI Industries (UK) Ltd. v Bostock & Bramley [2003] EWCA Civ 1069: bailli Limitation - Statutory : accrual of action : Did time run from date of dispatch FOB - or was it modified by terms of warranty - including the warranty on faulty replacement parts : Held : Time barred re initial consignment - but replacement part warranty within time - second issue to go to trial.	Ward LJ; Carnwath LJ; Mr Justice Newman	2003/07/23	CA
Reasons – IAT : extension of time	Tofik, R (on the application of) v Immigration Appeal Tribunal [2003] EWCA Civ 1138 No reasons given for refusal of extension of time. Decision quashed and remitted to IAT.	Thorpe LJ; Sedley LJ; Sir Anthony Evans.	2003.07.21	CA
Jurisdiction : Distinct causes of action	Mabey & Johnson Ltd. v Ecclesiastical Insurance Office Plc [2003] EWHC 1523 Jurisdiction – separate cases : Failures in a bridge prompted revisiting and rectifying design in another : Held Separate contracts so separate causes of action and limitation times.	Morison Mr Justice	2003.06.27	QBD Commercial Court
Bias : Apparent	Lawal v. Northern Spirit Ltd [2003] UKHL 35 Apparent bias : Test :	Lords Bingham ; Nicholls ; Steyn ; Millet ; Rodger	2003.06.19	House of Lords

Discovery : disclosure	Snowstar Shipping Co Ltd. v Graig Shipping Plc [2003] EWHC 1367 (Comm) "I refuse this application because I do not consider that condition (c) – narrow focus - has been satisfied and because in the exercise of my discretion I do not consider it right to order pre-action disclosure: the claim is thin and fragile [speculative], and the application is too widely drawn."	Morison Mr Justice	2003.06.13	QBD Commercial Court
CFA Procedure	Hollins v Russell [2003] EWCA Civ 718 CFA practice and procedure. CA. LJ. 22nd May 2003	Brooke, LJ Hale, LJ Arden LJ	2003.05.22	CA
Time bar HVR	Trafigura Beheer BV v Golden Stavraetos Maritime Inc [2003] EWCA Civ 664 Whether there had been consent to an extension of time to apply under a HVR cargo claim.	VC; Clarke LJ; Kay LJ.	2003.05.15	CA
Confidentiality	Hollywood Realisations Trust Ltd. v Lexington Insurance Co [2003] EWHC 996 (Comm) Whether court should order that documents disclosed in the present trial should be made available for other litigation. Held : Application declined.	Colman Mr Justice	2003.05.02	QBD Commercial Court
Reference s45 point of law	Rafaela : JI Macwilliam Co Inc v Mediterranean Shipping Company S.A. [2003] EWCA Civ 556 : Bailli The business issue between the parties is whether the contract of carriage contained in or evidenced by the bill of lading prescribed a package limitation under the Hague Rules, the Hague-Visby Rules, or the US Carriage of Goods by Sea Act 1936 ("USCOGSA"). Held : A straight (named) bill of lading is a bill of lading within the HVR.	Gibson LJ Peter; Rix LJ; Mr Justice Jacob.	2003.04.16	CA
Reasons - adequacy	Arrowcroft Group Plc v First Secretary of State [2003] EWHC 1067 (Admin) A fine balancing of conflicting interests where a large number of factors are involved in a planning application means that decisions reached on a balance do not have to be reasoned in depth in order to be adequate.	Singh QC Rabiner	2003.04.16	QBD Admin Division
Limitation : HVR	Ji Macwilliam Co Inc v Mediterranean Shipping Company S.A. [2003] EWCA Civ 556 The business issue between the parties is whether the contract of carriage contained in or evidenced by the bill of lading prescribed a package limitation under the Hague Rules, the Hague-Visby Rules, or the US Carriage of Goods by Sea Act 1936 ("USCOGSA"). Held : A straight (named) bill of lading is a bill of lading within the HVR.	Peter Gibson LJ; Rix LJ; Jacob LJ.	2003.04.16	CA
Conflicts : insurance ; Stay of summary judgement proceedings to Italy or France	Evalis S.A. v S.I.A.T. & Ors [2003] EWHC 863 (Comm) : Bailli Action clearly subject to French and Italian Law and Jurisdiction : Court stayed action for summary judgement before the UK court. Brussels / Lugano considered. Stay to litigation in Italy pursuant to Council Regulation (EC) No 44/2001, Articles 27 and 28 (Brussels Regulation) : and whether it is inconsistent with the Brussels Convention for the courts of this country to grant restraining orders against defendants who are threatening to commence or continue legal proceedings in another Convention country where the defendants are acting in bad faith with the intent and purpose of frustrating or obstructing proceedings properly brought before the English courts. Turner v Grovit applied. Injunction refused.	Smith Mr Justice Andrew	2003.04.16	Commercial Court
Costs : issue based – winner pays losers costs	Kastor Navigation Co Ltd. v AGF M.A.T [2003] EWHC 472 (Comm) : bailli Defendants pay to the Claimants 15% of the Claimants costs, and that the Claimants pay to the Defendants 85% of the Defendants costs. I must stand back & ask myself whether the outcome, effectively that the Claimants will bear all of their own costs and pay 70% of the Defendants costs, is in the light of the Claimants recovery of US\$3 million, together with interest, so plainly wrong that it must be regarded as perverse It is the logical outcome of considering costs on an issue basis.	Tomlinson Mr Justice	2003/03/17	Commercial Court

Conflicts ; applicable law	Staines v Walsh [2003] EWHC 458 (Ch): bailli Applicable law in absence of choice by the parties. Rome I applied - English Law governed the dispute.	Goldring Mr Justice	2003/03/14	Chancery
Charterparty Bills of Lading : Liability in tort	Starsin, Owners of cargo v Starsin, Owners &/or demise charterers of [2003] UKHL 12 : Bailli Test to determine between owners and charterers bills of lading. Tortious liability of owner in tort – impact of HVR.	Bingham; Steyn; Hoffmann; Hobhouse; Millett.	2003.03.13	House of Lords
Reasons : Lands Tribunal	Railtrack Plc v Guinness Ltd. [2003] EWCA Civ 188 <i>“The Tribunal’s conclusion was justified on the material before them, and adequately reasoned. Furthermore, there was no breach of natural justice. It is clear from the summaries made by the Tribunal of the respective positions of the experts (see above), that the critical point was fully discussed at the hearing.”</i> There is nothing wrong with a Tribunal attaching a schedule of calculations which can be cross referenced to explain how a decision has been reached.	Aldous LJ; Carnwath LJ; Sir Denis Henry	2003.02.20	CA
Legal Privilege	Istil Group Inc v Zahoor [2003] EWHC 165 (Ch) : bailli Communications regarding evidence gathering - disclosed by an unknown third party to defendants - is it privileged - can it be disclosed in evidence or must the documents be handed over to the claimant?	Collins Mr Justice Lawrence	2003/02/14	Chancery
Conflicts ; applicable law	Import Export Metro Ltd. v Compania Sud Americana De Vapores S.A. [2003] EWHC 11 (Comm) : bailli Applicants apply (1) for a declaration that the English Court should not exercise any jurisdiction which it may have over the dispute ; (2) for an order that the issue and service of the Claim Form out of the jurisdiction be set aside; (3) for an order staying the proceedings before the English Court on the grounds that Chile is the most appropriate forum for the resolution of the dispute. Bill of lading subject to English Law & Jurisdiction.	Gross Mr Justice	2003/01/23	Commercial Court
Conflicts ; applicable law	Ennstone Building Products Limited v. Stanger Limited [2002] EWCA Civ 916 : bailli Conflicts ; Action in contract and in tort for negligent advice. “Where the tort consists in essence of the giving of negligent advice, that tort is committed where the advice is received: see <i>Diamond v Bank of London and Montreal</i> . On that basis I would regard the alleged tort in this case as having been committed in England, in which case English law would apply.”	Potter LJ; Keene LJ.	2002/06/28	CA
Reasons - waiver	Sumners Ltd v London Borough Of Hammersmith & Fulham [2002] EWCA Civ 703 Waiver of right to object to insufficient reasons when following a brief judgement on entitlement the party then proceeded to address quantum issues.	Keene LJ	2002.05.02	CA
Reasons	English v Emery Reimbold & Strick Ltd. [2002] EWCA Civ 605 Reasoned Judgment : Requirements. Leading authority	Phillips MR, Lord Latham LJ, Arden LJ.	2002.04.30	CA
Anti-suit injunction	Glencore International AG v Exter Shipping Ltd [2002] EWCA Civ 528 : bailli Appeal against anti-suit injunction regarding US litigation.	VC. Robert Walker LJ; Rix LJ.	2002/04/18	CAC
Conflicts : Forum conveniens : apparent bias	Chellaram v Chellaram [2002] EWHC 632 (Ch) Burden of proof lies on applicant to demonstrate the England is the most convenient forum. Failed. A challenge that a judge might favour a chambers or a solicitor’s practice that he once worked in failed.	Collins Mr Justice Lawrence	2002.04.16	QBD Chancery Division

Reasons – application to appeal	Slot v Isaac [2002] EWCA Civ 481 If an application for permission to appeal is lodged at the High Court in circumstances where a High Court judge has no jurisdiction, it should be rejected quite summarily. Since its rejection will in essence be an administrative act (because the court has no jurisdiction) there will be no necessity for any kind of reasoned judgment. Compare Jolly v Jay [2002] EWCA Civ 277 at [19].	Brooke LJ; Laws LJ; Keene LJ.	2002.04.12	CA
Reasons : PCA	Green, R (on the application of) v Prosecution Service [2002] EWCA Civ 389 Decisions of the Police Complaints Authority : Complainant has a right to a reasoned decision but does not have a right to view the underlying evidence which led to that decision.	Simon Brown LJ; Chadwick LJ; Hale LJ.	2002.03.26	CA
Premature action – delay : strike out abusive statement of claim	Glauser International SA v Khan (T/A Khan Design Consultants [2002] EWCA Civ 368 Striking out : Case commenced prematurely : Party requested extension to get expert report : Delivered late – action struck out : Recommended action. Struck out for abuse of process by trying to get around 1st strike out – appeal against 2nd strike out : Court held – case should proceed.. Claimants commenced proceedings prematurely without sufficient time to set out a supported statement of claim – having failed to rectify this situation during a 7 day extension of time granted by the trial judge the court struck out the action and a fresh claim brought thereafter. The CA held that there was no reason why a fresh claim could not be mounted once all the errors in the original claim had been put right.	Ward LJ, Chadwick LJ, Mance LJ	2002.03.25	CA
Costs	Home Office v Lownds [2002] EWCA Civ 365 Proportionality and costs : Meaning of under CPR.	Laws, LJ Dyson LJ, Master Hurst.	2002.03.21	CA
Conflicts ; applicable law	American Motorists Insurance Co. (Amico) v Cellstar Corporation [2002] EWHC 421 (Comm) : bailli Applicable law : Cargo Insurance.	Steel Mr Justice David	2002/03/15	Commercial Court
Set Aside : Service out of jurisdiction	The Lincoln National Life Insurance Co. v Employers Reinsurance Corp [2002] EWHC 28 (Commercial) (i) does the court have jurisdiction under rule 6.20 to permit service abroad? (ii) is there a serious issue to be tried between the claimant and the defendant? (iii) is England the appropriate forum for the trial of the action?	Moore-Bick Mr Justice	2002.02.05	Commercial Court
Bias : Apparent	Taylor v Lawrence [2002] EWCA Civ 90 Apparent bias : Test : CA.	Woolf LCJ; Phillips MR Lord; Ward LJ; Brooke LJ; Chadwick LJ;	2002.02.04	CA
Conflicts ; applicable law	Kenburn Waste Management Ltd v Bergmann [2002] EWCA Civ 98; bailli The appeal raises questions on Article 5 of the Brussels Convention as incorporated into domestic law by the Civil Jurisdiction and Judgments Act 1982 and (as part of the inquiry called for under Article 5 of the Brussels Convention) on Article 4 of the Rome Convention as incorporated by the Contracts (Applicable Law) Act 1990.	Aldous LJ; Robert Walker LJ; Keene LJ.	2002/01/30	CA
Conflicts : Applicable law	Roerig v Valiant Trawlers Ltd. [2002] EWCA Civ 21; bailli Applicable law for assessment of damages. The Dutch claimant's husband died in a trawler accident on board an English owned vessel. Held : English Law applied.	Brown LJ; Simon Waller LJ; Sedley LJ.	2002/01/28	CA

Conflicts	TSN Kunststoffrecycling GmbH v Jurgens [2002] EWCA Civ 11 Registration of a default judgment pursuant to Title III of the Brussels Convention (the Convention on Jurisdiction and the Enforcement of Judgments in Civil and Commercial Matters, as given the force of law by the Civil Jurisdiction and Judgments Act 1982)	Rix LJ Walker LJ Robert : Dyson LJ.	2002.01.25	CA
Conflicts : forum inconveniens	Samcrete Egypt Engineers and Contractors S.a.e. v Land Rover Exports Ltd [2001] EWCA Civ 2019 Arts 3 & 4 Rome Convention on the Law Applicable to Contractual Obligations (“the Rome Convention”). Contract of Guarantee Application for stay of proceedings.	Thorpe LJ Potter LJ	2001.12.21	CA
Conflicts	Konamaneni v Rolls Royce Industrial Power Ltd [2001] EWHC Ch 470 Successful application to set aside English action in favour of actions in the Indian courts – in relation to cross claims.	Collins Mr Justice Lawrence	2001.12.20	Chancery
Reasons : GMC	Gupta v. General Medical Council (GMC) [2001] UKPC 61 Reasons : GMC.	Lords Steyn Hobhouse , Rodger	2001.12.18	Privy Council
Conflicts	Turner v. Grovit [2001] UKHL 65 (13th December, 2001) Reference to ECJ on a question of interpretation of the Brussels Convention.	Nicholls Lord Hoffmann Lord Hobhouse Lord Millet Lord Scott Lord	2001.12.13	House of Lords
Bias : Apparent	Magill v. Weeks [2001] UKHL 67 Apparent Bias : Test. H.L.	Lords Bingham; Steyn ; Hope; Hobhouse ; Scott	2001.12.13	House of Lords
Refund guarantees pursuant to commencement of arbitration claims	Gold Coast Ltd v Caja De Ahorros Del Mediterraneo [2001] EWCA Civ 1806 Appeal with the permission of the Judge by the ten Defendant Spanish banks from a decision of Thomas J who, on 2 May 2001, gave summary judgment for the Claimant under the terms of refund guarantees which the banks had given in connection with a shipbuilding contract, triggered by submission of disputes to arbitration. The issue before the Judge and before us is whether the guarantees were so called on demand guarantees independent of the shipbuilding contract or true guarantees where the guarantor's liability is dependent upon the liability of the principal debtor.	Brown LJ Simon : Tuckey LJ; Hale LJ.	2001.12.06	CA
Conflicts : Applicable law	Base Metal Trading Ltd v Shamurin [2001] EWHC 512 (Comm) : bailli Conflicts ; English or Russian law - tort claim. Application for summary enforcement failed since at this stage applicant had failed to establish that English Law applied.	Moore-Bick Mr Justice	2001/11/21	Commercial Court
Costs : Overseas litigation	Union Discount Company Ltd v Zoller [2001] EWCA Civ 1755 The usual rule is that costs incurred in foreign proceedings cannot be recovered in an English action between the same parties - <i>The Ocean Dynamic</i> [1982] 2 Lloyd's Rep 88. However, in this instance Zoller commenced action on a counter claim in New York contrary to an EJC as a response to a UK action by UDC. UDC successfully procured s stay to the English Court from the New York court. On appeal the CA allowed reasonable costs of the New York anti-suit litigation – note that costs are not an element of a US award.	Phillips MR; Lord Schiemann LJ : May LJ	2001.11.21	CA

Reasons : late	Ashworth v H [2001] EWHC Admin 901 Late reasons which elucidate earlier reasons are more palatable to the court than late reasons where none were given at the outset.	Burnton. Mr Justice Stanley	2001.11.09	QBD Admin Division
Conflicts : Jurisdiction	Burrows v Jamaica Private Power Co Ltd [2001] EWHC 488 (Comm) Insurance policy claims in relation to a power plant in Jamaica : Whether English Law & Jurisdiction or Jamaica – whether additional underwriter could be added as a claimant.	Moore-Bick Mr Justice	2001.10.29	Commercial Court
Damages arising out of a successful appeal for lost opportunity.	Modahl v British Athletic Federation [2001] EWCA Civ 1447 On the basis of new evidence, an athlete successfully challenged a disciplinary tribunal ruling that had resulted in a ban related to drug use. In this action she sought damages for the lost opportunity to earn a living from sport in the intervening period. The court held that in the absence of bias, the original award was one the tribunal was entitled and would inevitable have reached on the evidence before it. Accordingly, no damages recoverable.	Mance LJ; Latham LJ; Parker LJ Jonathan	2001.10.12	CA
Conflicts : voidable contract	IFR Ltd v Federal Trade Spa [2001] EWHC 519 (Comm); Bailli Whether contract voidable for duress -impact upon choice of law clause : availability of injunctive relief.	Colman Mr Justice	2001.09.19	Commercial Court
Costs : CFA	Callery v. Gray [2001] EWCA Civ 1246 Recoverability under CFA and premium for legal insurance.	Phillips M.R. Brooke LJ	2001.07.31	CA
Reasons – delivered late	Nash v Chelsea College of Art and Design [2001] EWHC Admin 538 Late reasons from disciplinary bodies are not well regarded by the Court.	Burnton. Mr Justice Stanley	2001.07.29	QBD Admin Division
Bias : Temporary Sheriffs : Scotland: Human Rights Act	Millar v. Procurator Fiscal (Scotland) [2001] UKPC D4 Held that the fact that temporary sheriffs held office for one year only and office terminable at will detracted from their impartiality and thus impugned the status of their awards on the basis of perceived bias. Article 6 Human Rights Act..	Bingham Lord : Nicholls Lord Hope Lord : Clyde Lord Scott	2001.07.24	Privy Council
Conflicts ; English procedural law : Japanese Substantive Law	Aeolian Shipping SA v ISS Machinery Services Ltd [2001] EWCA Civ 1162 Vessel supplied with a Japanese turbo charge : This broke down : Second contract to supply a replacement – via Hong Kong distributor. Refusal to pay and claim for set off against broken down original. Held; English Law and jurisdiction – including English Conflicts of Law which resulted in Japanese substantive law applying – whereby there is no warranty of satisfactory quality beyond 6 month guarantee – and claim time barred under that law. Summary judgement ordered and confirmed on appeal.	Potter LJ; Mance LJ; Sir Martin Nourse	2001.07.20	CA
Reasons : GDC	Preiss v. General Dental Council (GDC) [2001] UKPC 36 Reasons : GDC.	Cornhill Lord; Cooke Lord ; Millett Lord.	2001.07.17	Privy Council
Reasons : Expert evidence	Glicksman v Redbridge NHS Trust [2001] EWCA Civ 1097 Requirement of reasoned findings in respect of expert evidence.	Phillips MR, Lord ; Henry LJ; Brooke LJ.	2001.07.12	CA
Reasons : GMC	Ghosh v. General Medical Council (Professional Conduct Committee of the GMC) [2001] UKPC 29 GMC Reasons :	Lords Bingham , Thorndon ; Millett.	2001.06.18	Privy Council

Expert Report	Stringfellow v Blyth [2001] EWCA Civ 1006 Judge reached a contrary finding. Report agreed by the parties. Held : Judge could not reach a contrary finding.	Sedley LJ; Sir Murray Stuart-Smith.	2001.06.18	CA
Conflicts : anti-suit injunction : summary judgement	National Westminster Bank v Utrecht-America Finance Co [2001] EWCA Civ 658 U commenced action in California to rescind a Take Out Agreement (purchase of interest in a credit agreement). NWB successfully sought summary judgement in UK and anti-suit on basis that California action contrary to provisions of the TOA. Here U appeals unsuccessfully against that order, asserting contract breached by non-disclosure. But this was not a contract of uberimae fidei and no duty to disclose, so no breach. No valid reasons to stay to California..	Aldous LJ ; Clarke LJ; Laws LJ.	2001.05.10	CA
Costs : limiting	Solutia UK Ltd v Griffiths [2001] EWCA Civ 736 CA on appeal from QBD (Miss Barbara Dohman QC sitting as a Deputy Judge) : whether or not it was appropriate for London Solicitors to be engaged where local solicitors in North Wales could have handled the case – and thus whether the uplifted London costs were recoverable.	Latham LJ; Mance LJ; Sir Christopher Staughton.	2001.04.26	CA
Conflicts – forum conveniens	Petroleo Brasileiro SA v Mellitus Shipping Inc [2001] EWCA Civ 418 CA on appeal from Commercial Court (Mr Justice Longmore) : service out of jurisdiction of claims against part 20 defendants. Application to set aside service declined at first instance and on appeal.	Potter LJ; Sedley LJ; Jonathan Parkter LJ.	2001.03.29	CA
Reasons : EAT : consistency with findings	Anya v University Of Oxford [2001] EWCA Civ 405 Failure to make findings of fact upon which the "reasons" for a decision were based. Appeal allowed. Claim of racial discrimination remitted to a reconstituted Employment Tribunal.	Schiemann LJ; Sedley LJ; Mr Justice Blackburne.	2001.03.22	CA
Rectification of Tomlin order	Nolan Davis Ltd v Steven P. Catton [2001] ABC.L.R. 03/06 Unsuccessful attempt to rectify the terms of a settlement agreement, which was the subject of a Tomlin Order.	Wilcox HHJ David	2001.03.06	TCC
Conflicts : Applicable law	Print Concept GmbH v GEW (EC) Ltd [2001] EWCA Civ 352 : bailli If parties to what is often called a distributorship agreement do business in different countries but do not expressly agree what law is to govern their contractual relationship, it is often difficult to decide what that law should be. That is the problem which arises in this case where the parties agree that they entered into a binding contract in November 1995 for the exclusive distribution in Germany, Switzerland and Austria by the German claimants ("Print Concept") of air-cooled drying systems to be made and supplied by the defendants, G.E.W. (EC) Ltd ("GEW"), who carry on business in England. The answer to the problem is said to be of importance because the contract has now terminated and, if German law governs the contract, GEW will have to pay an indemnity assessed as a proportion of the average contractual turnover while the contract lasted, whereas no such indemnity is said to be payable if the contract is governed by English law. Held : The supply rather than the development of the German market the principle obligation. English supply - English law applied.	Tuckey LJ; Longmore LJ; Sir Christopher Slade.	2001/03/02	CA
Double Jeopardy - Res judicata - issue estoppel - exceptions	Curling v Securicor Ltd [2001] EWCA Civ 358 Appeal against first instance judgment that Securicor was estopped from arguing in those actions certain points which had been the subject of decisions by an Employment Tribunal and by the EAT. To such issue estoppel there is a possible exception, recognised by the House of Lords in Arnold v National Westminster Bank [1991] 2 AC 93, when relevant further material, unavailable at the time of the earlier action and tending to show that the earlier decision was wrong, becomes available. Such material is not confined to factual material but may include a later decision constituting a change in the law. Did this case fall into the exception? Held : NO.	Gibson LJ Peter : Mummery LJ; Rix LJ	2001.02.27	CA

Jurisdiction clause : consumers : UCTCCR : Arts 13 / 14 Brussels Convention	Standard Bank London Ltd. v Apostolakis [2001] EWHC 493 (Comm) Jurisdiction clause that sought to impose English Law and Jurisdiction over a consumer investment contract (albeit one in excess of £1M was unfair especially since it was not know nof in advance. Under EC consumer law it was displaced in favour of Greek court action. Banking & Financial services – conflicts of laws – contract – anti-suit injunction – Unfair Contract terms – Defendants signed Foreign Exchange Margin Trading Agreement in Greece. Proceeings in Greece & England – agreement contained English jurisdiction clause but defendants acted as consumers : defendants entitled to bring proceedings in Greece despite the jurisdiction clause under Arts 13/14 Brussels Convention – jurisdiction clause not binding by virtue of the UCTCCR 1994 AND 1999	Steel Mr Justice	2001.02.09	Commercial Court
Agricultural Holdings Act 1986 arbitration	Taylor v Lancashire County Council [2001] EWCA Civ 174 Appeal against failed County Court appeal. CA reviews and upholds the appealed aspects of the award.	Waller LJ; Dyson LJ; Sir Murray Stuart-Smith	2001.02.09	CA
Evidence - witnesses	Kesse v Secretary Of State For Home Department [2001] EWCA Civ 177 It would appear that an Immigration Tribunal may have the power to invite a witness (even though the parties do not consent) : contrast : <i>Jones v NCB</i> [1957] 2 All ER 157 at p.159; "...the judge is not allowed in a civil dispute to call a witness whom [sic] he thinks might throw light on the facts. He must rest content with the witnesses called by the parties". And likewise regarding arbitration In <i>re Enoch and Zaretzky, Bock & Co's Arbitration</i> [1910] 1 K.B.327 C.A..	Schiemann LJ; Latham LJ; Sir Christopher Slade	2001.02.08	CA
Conflicts : Forum Conveniens	ACE Insurance SA-NV v Zurich Insurance Company [2001] EWCA Civ 173 ZIC, which is a Swiss company, and ZAIC, which is a New York company, have applied to have these proceedings stayed on the ground of forum non conveniens in favour of proceedings in Texas. This is an appeal from the judgment of Longmore J, who acceded to that application [2000] 2 Lloyd's Rep 423. Appeal refused.	Kennedy LJ : Rix LJ; Mr Justice Jacob	2001.02.02	CA
Conflicts ; applicable law	Raiffeisen Zentralbank Osterreich Ag v An Feng Steel Co. Ltd. [2001] EWCA Civ 68 : bailli Conflicts - applicable law : Contractual assignment - English or French Law - significance - different outcomes and impact upon existence of insurable interest - thus impacting upon insurance claim. Held : Contract - governed by Rome I : English Law applied.	Aldous LJ; Mance LJ; Mr Justice Charles.	2001/01/26	CA
Conflicts : Jurisdiction under CMR Convention	Andrea Merzario Ltd v Internationale Spedition Leitner Gesellschaft GmbH [2001] EWCA Civ 61 Whether English Court or Austria (Vienna Court) had jurisdiction : dispute about international road transport. Application of article 31 of the Convention for the International Carriage of Goods by Road.	Vice Chancellor : Chadwick LJ; Rix LJ.	2001.01.23	CA
Charterparty Bills of Lading : Liability in tort	Starsin, Owners of cargo v Starsin, Owners &/or demise charterers of [2003] UKHL 12 : Bailli Test to determine between owners and charterers bills of lading. Tortious liability of owner in tort – impact of HVR.	Morrith VC Sir Andrew ; Chadwick LJ; Rix LJ.	2001.01.23	CA
Interest Award	Aslam v South Bedfordshire District Council [2000] EWCA Civ 355 A Lands Tribunal was unaware of its power to award interest. Whilst interest is at the discretion of the tribunal, here the award remitted for award of simple interest since that discretion was not exercised. CA on appeal from Land Tribunal. The third issue here concerned the power of the Land Tribunal to award interest – as per the Arbitration Act 1950 – and the appropriate rate of interest.	Nourse LJ; Chadwick LJ; Hale LJ.	2000.12.21	CA

Time bar : service	Johnson v. Gore Wood & Co. [2000] UKHL 65 Abuse of Process :	Lords Bingham; Goff ; Cooke; Hutton; Millett.	2000.12.14	House of Lords
Stay : temporary : deferral	Zietsman, R v Dental Practice Board [2000] EWHC Admin 433 Where a tribunal has the power to defer a decision pending outcome of other proceedings this power does not override any duty to promptly investigate. A tribunal cannot indefinitely defer pending an outcome which is delayed itself for an indefinite period.	Beatson QC Jack	2000.12.13	QBD Admin Division
Settlement offer : Sealed off : Costs	Lindner Ceilings Floors Partitions Plc v. How Engineering Services Ltd [2000] EWHC TCC 46 : Bailli Sealed offer made without prejudice to costs. Validity.	Seymour HHJ	2000.11.28	TCC
Conflicts ; applicable law	Canada Trust Company v. Stolzenberg and Gamba [2000] UKHL 51: bailli Application of Lugano Convention : Claimant in UK - 1st defendant in Switzerland.	Steyn Lord : Hoffmann Lord: Cooke Lord : Hope Lord : Hobhouse Lord.	2000/10/12	House of Lords
Stay : limitation	Durtnell (R) & Sons Ltd v Secretary of State for Trade & Industry [2000] Lawtel AC7201065 Delay in prosecution : Action brought after 5 years, but before end of limitation period. Held : No inordinate delay in prosecution.	Toulmin HHJ John	2000.05.26	TCC
Confidentiality Privacy – post settlement	Prudential Assurance Company Ltd v McBains Cooper [2000] EWCA Civ 172 Can a judge publish a judgement after the parties have settled?	Peter Gibson LJ; Brooke LJ; Robert Walker LJ;	2000.05.23	CA
Conflicts : Tort conspiracy	Kuwait Oil Tanker Company SAK v Al Bader [2000] EWCA Civ 160 : bailli Conflicts : Tort : Conspiracy : Double actionability : Whether conspiracy action recognised in Kuwait.	Nourse LJ; Potter LJ; Clarke LJ.	2000/05/18	CA
Public / private – judicial review	Goldsmith, R (on the application of) v Servite Houses [2000] EWHC Admin 338 <i>“Can the court impose public law standards upon a private body providing community care services in accordance with arrangements made with a local authority?This case represents more than tension between public law and private law rights, but a collision. If I am right in my reasoning, it demonstrates an inadequacy of response to the plight of these Applicants now that Parliament has permitted public law obligations to be discharged by entering into private law arrangements. Whether the solution lies in imposing public law standards on private bodies whose powers stem from contract or in imposing greater control over public authorities at the time they first make contractual arrangements may be for others to determine.”</i>	Moses Mr Justice	2000.05.12	QBD Admin Division
Reasons - sufficiency	ADT Auctions Ltd v SS For Environment, Transport & Regions [2000] EWHC Admin 305 The Secretary of State must do is to state his reasons in sufficient detail to enable the reader to know what conclusion he has reached on the "principal important controversial issues". To require him to refer to every material consideration, however insignificant, and to deal with every argument, however peripheral, would be to impose an unjustifiable burden."	Jowitt Mr Justice	2000.03.16	QBD Admin Division
Conflicts : insurance	Youell v Kara Mara Shipping Company Ltd [2000] EWHC 220 (Comm) : Bailii Exclusive Jurisdiction clause in favour of English Law and Courts. Insurers sought anti-suit in favour of English litigation of insurance claim opposing Louisiana jurisdiction. Application granted.	Aikens Mr Justice	2000.03.13	Commercial Court

Expert Witness	Anglo Group plc, v. Winter Brown & Co Ltd [2000] EWHC TCC 127 Review of the duties of an expert to the court in the light of the CPR. Ikarian Reefer updated.	Toulmin HHJ	2000.03.08	TCC
Expert Report : Late service	Dew Pitchmastic v Birse [2000] 1998 TCC 590 Leave to introduce expert report out of time : Refused, applying criteria set out in the CPR.	Lloyd HHJ Humphrey	2000.02.02	TCC
Security of costs	Fernhill Mining Ltd v Kier Construction Ltd (2000) Lawtel AC8400498 Appeal against order for security of costs. Defendant's actions the principle cause of the claimant's financial situation. Appeal allowed.	Evans LJ, Judge LJ, Clarke LJ	2000.01.27	CA
Human Rights : ADR	Re Hawk Insurance Co Ltd (2000) LAWTEL AC0300220 An adjudication Scheme for dispute resolution does not oust the jurisdiction of the court and therefore does not infringe Art 6 Human Rights Convention. Chancery Div (Companies Ct): Arden. 24th January 2000	Arden HHJ	2000.01.24	QBD Chancery Division
Bias : Apparent	Locabail (UK) Ltd v Bayfield Properties Ltd [1999] EWCA Civ 3004 Apparent bias : Test.	LCJ : MR : VC	1999.11.17	CA
Stay – AA 1950	J Jarvis & Sons Plc v Galliard Homes Ltd (1999) Lawtel AC7200524 Stay : Letter of intent : whether a contract - whether arbitrator had jurisdiction. AA 1950. CA.	Evans LJ, Schiemann LJ, Lindsay J.	1999.11.12	CA
Conflicts : Jurisdiction	MBM Fabri-Clad Ltd v Eisen Und Huttenwerke Thal AG [1999] CA. Lawtel AC9500474 The English Court has jurisdiction for an action for delivery of defective goods in the UK even though the defect occurred during manufacture abroad. Art 5 Brussels Convention.	Pill LJ, Aldous LJ, Ward LJ.	1999.11.03	CA
Costs : exceptions to following event	Ford v GKR Construction Ltd [1999] APP.L.R. 10/22 <i>“The normal cost consequence of failing to beat the sum paid in does not apply when it is unjust that it should do so. If a party has not enabled another party to properly assess whether or not to make an offer, or whether or not to accept an offer which is made, because of non-disclosure to the other party of material matters, or if a party comes to a decision which is different from that which would have been reached if there had been proper disclosure, that is a material matter for a court to take into account in considering what orders it should make.”</i>	Woolf LJ MR ; Pill LJ; Judge LJ.	1999.10.22	CA
Jurisdiction : Visitor	University Of East Anglia v Hanuman [1999] EWCA Civ 2086 Claim for fees ; defence & counter claim for failure to award an MA. Held : The challenge to degree award was in the exclusive jurisdiction of the University Visitor.	Laws LJ; Sedley LJ	1999.08.17	CA
Expert Witness	Stevens v Gullis [1999] EWCA Civ 1978 Duty of expert to the court.	Lord Woolf MR; Brooke LJ; Walker LJ. Robert	1999.07.27	CA
Charterparty Bills of Lading : Liability in tort	Starsin, Owners of cargo v Starsin, Owners &/or demise charterers of [1999] 2 All ER (Comm) 591 Test to determine between owners and charterers bills of lading. Tortious liability of owner in tort – impact of HVR.	Colman HHJ	1999.07.16	Commercial Court
Conflicts : English or Russian Jurisdiction	Ingosstrakh Insurance Co Ltd v Latvian Shipping Co [1999] EWCA Civ 1830 Successful appeal against a finding that English Jurisdiction applied. Law and jurisdiction Russian.	Kennedy LJ : Ward LJ : Tuckey LJ.	1999.07.14	CA

Appeal : New issue of law.	Yaxley v Gotts [1999] ABC.L.R. 06/24 CA on appeal from Norwich County Court (HHJ Downes). Equitable interests. Whether section 2 of the Law of Property (Miscellaneous Provisions) Act 1989 applied. Issue not raised before trial judge,	Beldam LJ; Robert-Walker LJ; Clarke LJ.	1999.06.24	CA
Conflicts ; applicable law	GAN Insurance Company Ltd v Tai Ping Insurance Company Ltd [1999] EWCA Civ 1524 : bailli Conflicts : Applicable law in reinsurance contract : Does a follow on clause incorporate jurisdiction provisions of original contract - in this case Taiwanese Law ? Held : NO - there is an implied term in a reinsurance contract that the law of the reinsurers state applied. In this case English Law. Rome I considered.	Beldam LJ; Brooke LJ; Mummery LJ.	1999/05/28	CA
Legal Privilege	Paragon Finance Plc v Freshfields (A Firm) [1999] EWCA Civ 955 : bailli Legal Privilege.	Bingham LCJ; Brooke LJ; Chadwick LJ.	1999/03/11	A
Conflicts : Jurisdiction : Stay to US refused	Lilly & Company v Novo Nordisk AS [1999] EWCA Civ 928 Patent disputes : action filed in US for breach of patent : separate action filed in the UK for rectification. Application for stay to US. Contract included UK law and jurisdiction clause. UK action imminent : US action 18 months away. Stay refused : Rectification not the same dispute. Brussels Convention considered where one party not from a member state.	Gibson LJ Peter : Henry LJ : Morritt LJ	1999.03.09	CA
Reasons : GMC	Stefan v. The General Medical Council (Medical Act 1983) [1999] UKPC 10 Reasons : GMC. Privy Council :	Browne-Wilkinson; Steyn; Clyde; Hutton; Hobhouse	1999.03.08	Privy Council
Conflicts ; applicable law	Centrax Ltd v Citibank NA [1999] EWCA Civ 892 : bailli Meaning of Clause - <i>This Agreement and all documents, agreements and instruments related to this Agreement shall be governed by...the laws of the State of New York..... any action or dispute between the parties regarding any Payment Instrument shall be governed by ...the (Drawee's) laws...</i> " Whether agreement severable with different laws applying. Art 3 Rome I considered. Held : New York Law applied.	Roch LJ; Ward LJ; Waller LJ.	1999/03/04	CA
Extension of time : s12 AA 1996	Harbour & General Works Ltd v Environment Agency [1999] ABC.L.R. 02/19 Time to challenge an engineer's decision expired. Application for extension of time refused.	Colman Mr Justice	1999.02.19	TCC
Costs : music licensing tribunal	Phonographic Performance Ltd v AEI Redifussion Music Ltd [1999] EWCA Civ 834 Application of <i>Elindata</i> cost principles – where both parties had by their actions aggravated the scope and dimension of the litigation. Costs followed event – with deduction for unsuccessful and unnecessary elements.	Woolf MR (Lord) ; Mummery LJ; Mantell LJ	1999.02.19	CA
Reasons	Flannery v Halifax Estate Agencies Ltd [1999] EWCA Civ 811 Reasons : Duty to provide a reasoned judgment. Leading Authority	Henry LJ; Laws LJ; Mr Justice Hidden.	1999.02.18	CA
Reasons; adequacy: Planning Tribunal	Bedford Borough Council v SS For Environment, Transport & Regions [1999] EWHC Admin 143 <i>"It seems to me the Inspector was making it abundantly plain that in relation to this particular piece of land there were special reasons justifying departure from the development plan, and it does not require the genius of an Einstein to be able to extrapolate the reasons which he has given to other situations. I do not consider that the Applicants have been substantially prejudiced by the Respondent's failure to deal specifically with the second issue raised in relation to precedent."</i>	Latham Mr Justice	1999.02.16	Admin Court
Expert Witness	Robin Ellis Ltd v. Malwright Ltd [1999] EWHC Technology 256) Expert witness : Privilege.	Bowsher HHJ	1999/02/01	TCC

Expert Valuation – non speaking - challenge	Morgan Sindall Plc v Sawston Farms (Cambs) Ltd [1998] EWCA Civ 1905 Challenge to a “non-speaking” expert valuation. After the determination of a valuation for the purposes of exercising an option to purchase a right of way the purchaser discovered he already had an easement over the lang. Held : In the absence of fraud, valuation enforceable - even if made on an incorrect basis. No reasons required to support the valuation.	Robert Hutchinson LJ; Robert Walker LJ; Tuckey L.J.	1998.12.03	CA
Conflicts ; applicable law	Latvian Shipping Comp v Insurance Co "Ingosstrakh" Ltd [1998] EWHC 1201 (Comm) : bailli Conflicts : Applicable Law. Pre-Rome I. Common Law Rules.	Langley Mr Justice	1998/11/27	Commercial Court
Conflicts : Jurisdiction : curial law	TWTT SA v Bangladesh Biman Corporation [1998] EWCA Civ 1807 Curial Law. Costs of determining the issue borne by the successful party that instigated the hearing.	Morritt LJ; Waller LJ.	1998.11.19	CA
Time bar : service	Johnson v Gore Wood & Co (A Firm) [1998] EWCA Civ 1763 Abuse of Process. CA.	Nourse LJ, Ward LJ , Mantell LJ.	1998.11.12	CA
Expert Witness	Taylor v Director of the Serious Fraud Office [1999] 2 AC 177, Scope of and rationale for the immunity of expert witness in a criminal case.	Lords Lloyd LJ: Goff LJ : Hoffmann LJ: Hope LJ: Hutton. LJ	1998.10.29	House of Lords
Confidentiality	HRH Prince Jefri Bolkiah v KPMG (A Firm) [1998] EWCA Civ 1563 <i>Rakusen v Ellis Munday and Clarke</i> [1912] 1 Chancery 831. “there was no general rule that a solicitor who had acted for some person either before or after the litigation could not act for the opposite side. Each case depends upon its own facts. As the head note indicates, the court must be satisfied in each case that “mischief would result from the solicitor acting” for the new client before an injunction would be granted. This is still an authority binding on this court as to the test to be applied insofar as it decides that there is no binding rule that a firm of solicitors cannot be involved in proceedings against a former client notwithstanding that a partner in the firm still retains confidential evidence concerning that former client.”	Woolf MR Lord Otton LJ; Waller LJ	1998.10.19	CA
Conflicts ; applicable law	Bank Of Scotland Of Mound v Butcher [1998] EWCA Civ 1306 : bailli This appeal raises a short point in the application of the Rome Convention. Is the proper law of a contract of guarantee between the Bank of Scotland and Mr David Butcher and Mr Sievewright Scottish or English and Welsh law? . Held on appeal : Obligations not severable. Scottish law applies.	Peter Gibson LJ; Aldous LJ; Potter LJ.	1998/07/28	CA
Expert Witness	Stanton v Callaghan [1998] EWCA Civ 1176 Liability to client : An expert prepared a list of agreed opinion between himself and the otherside's appointed expert. The claimant sought to hold his expert liable for prejudicing his case. The court held the expert's duty is to the court, not the client - and the expert has immunity from suit if by acting in such a manner the client's case is less persuasive than it might otherwise have been.	Nourse LJ; Otton LJ; Chadwick LJ	1998.07.08	CA

Reasons – failure to deal with issue	Gatt, R (on the application of) v Chester Crown Court [1998] EWHC Admin 648 <i>Poyser and Mills' Arbitration</i> [1964] 2 QB 467, at page 477 to 478: "The whole purpose of section 12 of the Tribunals and Inquiries Act, 1958, was to enable persons whose property, or whose interests, were being affected by some administrative decision or some statutory arbitration to know, if the decision was against them, what the reasons for it were. Up to then, people's property and other interests might be gravely affected by a decision of some official. The decision might be perfectly right, but the person against whom it was made was left with the real grievance that he was not told why the decision had been made. The purpose of section 12 was to remedy that, and to remedy it in relation to arbitrations under this Act. Parliament provided that reasons shall be given, and in my view that must be read as meaning that proper, adequate reasons must be given. The reasons that are set out must be reasons which will not only be intelligible, but which deal with the substantial points that have been raised." Lord Donaldson, Master of the Rolls in <i>UCATT v Grime</i> (1991) ICR 542. Reasons, he held, must "tell the parties in broad terms why they lose or, as the case may be, win." "In every case, the adequacy of the reasons must depend on the nature of proceedings, the character of the decision making body and the issues raised before it, particularly if they include issues of fact."	Sedley Mr Justice	1998.06.18	QBD Admin Division
Reasons	Ibehi, R v Secretary Of State For Home Department [1998] EWHC Admin 641 "I conclude that there is nothing irrational, illegal or procedurally improper in the Secretary of State's decisions of 2nd June and 16th May of this year. I refuse leave to move for judicial review, and I refuse the application to adjourn the constitutional point because of the reasons given in this decision."	Hidden Mr Justice	1998.06.16	QBD Admin Division
Jurisdiction : Pre HGCRA	Beaufort Developments (NI) Ltd v Gilbert-Ash NI Ltd [1998] UKHL 19 Jurisdiction to open up and amend certificates available to judges. Northern Regional Health Authority v. Derek Crouch Construction Co. Ltd. [1984] Q.B. 644 wrongly decided and overruled. But where stated to be final arbitrators and adjudicators (see power in HGCRA and Scheme) need express power to open and revise.	Goff Lord LJ; Lloyd LJ; Nolan LJ; Hoffmann LJ; Hope LJ	1998/05/20	House of Lords
Declaration – expert determination	Total Gas Marketing Ltd v. ARCO British Ltd and Others [1998] UKHL 22 Disputes subject to expert determination procedure : dispute arose as to interpretation of contract – whether a valid contract in place – discussions regarding conditions precedent & subsequent.	Slynn Lord Nolan Lord Steyn Lord Hope Lord Hutton Lord	1998.05.20	House of Lords
Jurisdiction	Ahmed v London Borough Of Southwark [1998] EWCA Civ 826 (Where at a subsequent hearing a rent tribunal is required to assess damages for non repair it is not open to the tribunal at that hearing to determine that there has been no breach of the requirement to repair. Award set aside.	Evans LJ; Millet LJ; Auld LJ.	1998.05.13	CA
Conflicts ; applicable law	Lightning v Lightning Electrical Contractors Ltd [1998] EWHC Admin 431 : bailli Applicable Law. England or Scotland. Art 4 Rome Convention.	Peter Gibson LJ; Henry LJ; Millet LJ.	1998/04/23	CA
Reasons SEN Tribunal	Marshall, R (on the application of) v Northamptonshire County Council [1998] EWHC Admin 400 Insufficient reasons alone is not enough to challenge a decision : applicant must also demonstrate that that absence of reasons resulted in an error or law.	Sedley, Mr Justice	1998.04.03	QBD Admin Division

Anti-suit Injunction	Airbus Industrie GIE v. Patel [1998] UKHL 12 : bailli Anti-suit injunctions.	Goff Lord ; Slynn Lord ; Steyn Lord ; Clyde Lord ; Hutton Lord	1998/04/02	House of Lords
Reasons : Planning consent	William Cook Estates v Secretary Of State For Environment [1998] EWCA Civ 487 Unsuccessful appeal against decision of SS State to refuse planning permission for out of town shopping development : Held : Reasons adequate – does not have to refer to every little detail raised in an application.	Gibson LJ Peter : Gibbs LJ ; Ward LJ	1998.03.18	CA
Anti-suit injunction	British Nuclear Fuels PLC v. Comex Nuclear Services Ltd, Comex Nucleaire SA [1998] EWHC TCC 334 Application for an anti-suit injunction to restrain the defendants from continuing with proceedings in France and by the defendants to dismiss or stay the action. The basis of both applications was articles 21 and 22 of the Brussels Convention.	Thornton HHJ Anthony	1998.03.11	TCC
Housing Review Board : reasons & knowledge	Mehanne, R (on the application of) v City Of Westminster [1997] EWHC Admin 1117 Adequacy of reasons and use of personal knowledge by a board member.	Moriarty QC Gerald	1997.12.11	Admin Court
Judicial Review or litigation	GS, R (on the application of) v Cobham Hall School [1997] EWHC Admin 1051 Assisted school places : dispute : public law & judicial review or private law & civil remedy? Held : Public Law – amenable to judicial review.	Mr Justice Dyson	1997.11.27	Admin Court
Conflicts ; applicable law	Canada Trust Company v Stolzenberg [1997] EWCA Civ 2592 : bailli Application of Lugano Convention : Claimant in UK - 1st defendant in Switzerland.	Nourse LJ; Pill LJ; Waller LJ.	1997/10/29	CA
Reasons	Qureshi, R (on the application of) v Newham [1997] EWHC Admin 813 Absence of intelligible reasons for a determination of intentional homelessness.	Rich HHJ	1997.09.18	Admin Court
Judicial Review	Print, R (on the application of) v Showman's Guild Of Great Britain [1997] EWHC Admin 758 Whether Showman’s Guild operates under contract or has a public interest and subject to judicial review. Held : A private contractual arrangement. Judicial Review not available.	Tucker Mr Justice	1997.07.31	QBD Admin Division
Conflicts	Agnew v Lansforsakringsbolagens [1997] EWCA Civ 2253 Mance J. dismissed the defendants’ application to set aside the proceedings, made under Order 12 Rule 8, on the ground of want of jurisdiction in the Court. The defendants appeal against that ruling on two grounds, one of which was not raised before the judge. They also apply to have the issue of jurisdiction referred for a preliminary ruling by the European Court. The issue decided by the judge arises under Article 5(1) of the Lugano Convention (Schedule 3C to the Civil Jurisdiction and Judgments Act 1982).	Evans LJ : Hobhouse LJ; Schiemann LJ	1997.07.31	CA
Conflicts – Brussels Convention.	Blue Nile Shipping Co Ltd v Iguana Shipping & Finance Inc [1997] EWCA Civ 2192 Collision between vessels : Application for limitation of liability before French Court : Multiple claimants to action. One party, with a English Jurisdiction contract sought action in England. Action stayed to France. Appeal. Articles 21 & 22 Brussels Convention considered.	President (Sir Stephen Brown.) Saville LJ; Schiemann LJ.	1997.07.25	CA

Conflicts : Forum conveniens – legal aid – costs – conditional fees	Connelly v. RTZ Corporation Plc [1997] UKHL 30 Relevance of the availability of legal aid to the issue of forum conveniens. Connelly pursued action against RTZ for lung disease contracted whilst working in South Africa. Whether UK or Namibia appropriate forum : whether Connelly entitled to legal aid in forum action – cross reference to arbitration principles – whether under a CFA RTZ entitled to a contribution on costs.	Goff Lord Lloyd Lord Hoffmann Lord Hope Lord Clyde Lord	1997.07.24	House of Lords
Reasons	Demetri, R v South West Thames Mental Health Review Tribunal [1997] EWHC Admin 622 Mental Health Review Tribunal had a duty to provide adequate reasons for its decision. It failed to do so and accordingly the decision could not stand.	Kay, Mr Justice	1997.07.02	QBD Admin Division
World wide freezing order : Mareva Injunction	Credit Suisse Fides Trust SA v Cuoghi [1997] EWCA Civ 1831 Mareva and Norwich Pharmacal Orders issued in respect of Cuoghi who was a party to criminal fraud proceedings in Switzerland related to the misappropriation of funds from a bank. Cuoghi sought to limit the Mareva to UK and to limit scope of disclosure so as not to result in self incrimination. Held : Where a Mareva does not result in conflicts with foreign courts – it may be appropriate to issue a world wide injunction.	Bingham LCJ;	1997.06.11	CA
Conflicts : Jurisdiction – negative declarations	New Hampshire Insurance Company v Phillips Electronics North America Corp [1997] EWCA Civ 1727 Actions in Illinois and London : one regarding entitlement the other regarding quantum.	Leggatt LJ; Morritt LJ ; Phillips LJ.	1997.05.16	CA
Appeal / appeal	Standard Life Assurance v Unipath Ltd [1997] EWCA Civ 1605 Rent review led to a reduction in rent. On appeal judge held the review process was only open to the landlord not the tenant, as a ratchet clause and struck out the award. Award upheld by a majority in the CA.	Stuart Smith LJ : Peter Gibson LJ : Alsous LJ.	1997.05.01	CA
Conflicts : Choice of jurisdiction	A/S D/S Suendborg v Wansa [1997] EWCA Civ 1411 Failed appeal against a refusal to set aside UK proceedings in favour of Sierra Leone. Disputes as to bills of lading and short delivery.	Staunton LJ; Waite LJ; Aldous :J	1997.04.16	CA
Conflicts	Credit Lyonnais v New Hampshire Insurance Co [1997] EWCA Civ 1218 Whether English or French law applies. If French – action time barred. French finance house – policies in UK for UK market. The question which the Judge had to decide was what law was applicable to these policies. The criteria which she had to apply are laid down in the Insurance Companies Act 1982 as amended to give effect to the Second Council Directive dated 22 June 1988 (OJ 1988 No.L172). Held : English Law applied.	Evans LJ; Hobhouse :J; Mummery :J.	1997.03.12	CA
Mareva Injunction	Comdel Commodities Ltd v Siporex Trade SA [1997] EWCA Civ 925 Unsuccessful appeal against discharge of a mareva injunction. Aftermath of protracted prior litigation.	Butler-Sloss LJ; Peter Gibson LJ; Potter LJ.	1997.02.05	CA
Reasons : appeal out of time	David Robert Persson v Matra Marconi Space UK Ltd [1996] EWCA Civ 921 Where a party is out of time to appeal there is no requirement to provide a reasoned judgement when rejecting a late application to appeal.	Bingham, Lord LCJ; Auld LJ; Mummery LJ;	1996.11.11	CA

Legal Privilege	R v Derby Magistrates Court, ex p. B [1995] UKHL 18 : bailli Legal Privilege.	Keith Lord: Mustill Lord; Taylor Lord: Lloyd Lord: Nicholls Lord :	1996/10/19	House of Lords
Reasonable endeavours	Phillips Petroleum Company United Kingdom Ltd v Enron Europe Ltd [1996] EWCA Civ 693: bailli Court withdrew a declaration that financial interests could not be taken into account when determining what was reasonable in respect of a commissioning event for a plant under the terms of the contract. Assessment is not limited to technical limitations alone.	Kenney LJ; Potter LJ; Balcombe. Sir John	1996.10.10	CA
Conflicts Insurance	Glocorn Ltd v Eagle Star Reinsurance Co Ltd [1996] EWCA Civ 659 : bailli Conflicts : Insurance : Inter-relationship between Open Cover policy (subject to Dutch Law) and the certificate issued pursuant to and in compliance with a cif sales contract requiring equivalent minimum GAFTA provisions – including English Law. Held : The English jurisdiction clause prevailed.	Phillips LJ; Mummery LJ.	1996/10/04	CA
Reasons : Planning & Secretary of State	Mobil Oil Company Ltd v SS For Environment [1996] EWHC Admin 23 <i>“What the S.S. must do is to state his reasons in sufficient detail to enable the reader to know what conclusion he has reached on the ‘principal important controversial issues. To require him to refer to every material consideration, however insignificant, and to deal with every argument, however peripheral, would be to impose an unjustifiable burden. there is no obligation to refer to every material consideration, but only the main issues in dispute, the scope for drawing any inference will necessarily be limited to the main issues, and then only, as Lord Keith pointed out, when ‘all other known facts and circumstances appear to point overwhelmingly’ to a different decision.”</i> Application to set aside for insufficient reasons failed.	Hidden Mr Justice	1996.07.09	QBD Admin Division
Conflicts ; applicable law	Macmillan Inc v Bishopgate Investment Trust Plc [1995] EWCA Civ 55 : bailli Conflicts : Applicable Law - Restitution - UK or New York.	Staughton LJ; Auld LJ; Aldous LJ.	1995/11/02	CA
Legal Privilege	Barclays Bank Plc v Eustice [1995] EWCA Civ 29 : bailli Legal Privilege.	Butler-Sloss LJ; Aldous LJ; Schiemann LJ.	1995/07/06	CA
Expert witness : duty to court	Cala Homes (South) Ltd v Alfred McAlpine Homes East Ltd [1995] EWHC 7 (Ch) The duty of the expert is to the court not to the commissioning client. <i>The “Ikarian Reefer”</i> [1993] FSR 563 affirmed. The text of "The Expert Witness: Partisan with a Conscience" by Mr. Goodal the defence expert in this case rejected.	Laddie Mr Justice	1995.07.06	QBD Chancery Division
Expert Witnesses	National Justice Compania Naviera S.A. v Prudential Assurance Co. Ltd. (The Ikarian Reefer) [1994] APP.L.R. 12/08 Leading authority on the role of the expert witness : vessel sank – was it deliberate?	Stuart-Smith LJ, Farquharson LJ Evans LJ	1994.12.08	CA
Expert Witnesses	National Justice Compania Naviera S.A. v. Prudential Assurance Co. Ltd. (The Ikarian Reefer) [1993] APP.L.R. 02/25: Role of the expert witness : vessel sank – was it deliberate?	Cresswell Mr. Justice:.	1993.02.25	Commercial Court
Judicial Review	R v Disciplinary Committee of the Jockey Club, ex p. The Aga Khan [1992] EWCA Civ 7: bailli Private disciplinary regime - remedy lies in civil law for breach of contract.	Bingham MR. Sir Thomas Farquharson LJ; Hoffmann LJ.	1992.12.04	CA

Costs of winner	Re Elgindata Ltd (No 2) [1992] APP.L.R. 06/11 Successful appeal of a costs judgment by HHJ Warner reversing an order that the winning party pay part of the costs of the defendant. Principles relied upon by the judge were mistaken and negated the value of the litigation to the winning party..	Nourse LJ; Stocker LJ; Beldam LJ.	1992.06.11	CA
Judicial Review	R v Panel on Take-overs and Mergers, ex p. Datafin Plc [1986] EWCA Civ 8: bailli Public or Civil Law? Held : Panel performs public functions - proceedings amenable to judicial review.	Donaldson MR sir John ; Lloyd LJ; Nicholls LJ.	1986.12.05	CA
Judicial Review	R v East Berkshire Health Authority, ex p. Walsh [1984] EWCA Civ 6: bailli Private disciplinary committee - contract of employment : Civil law rights - breach of contract : Not a public law issue : no judicial review.	MR : May LJ; Purchas LJ.	1984.05.14	CA
Judicial Review	Davy v Spelthorne BC [1983] UKHL 3 : bailli. Sequel to <i>O'Reilly v Mackman</i> . The circumstances in which a person with a cause of action against a public authority, which is connected with the performance of its public duty, is entitled to proceed against the authority by way of an ordinary action, as distinct from an application for judicial review.	Fraser ; Wilberforce; Roskill; Brandon ; Brightman.	1983.10.13	House or Lords
Judicial Review	Law v National Greyhound Racing Club [1983] EWCA Civ 6 : bailli Application of JR to private regulatory regimes. Abuse of Process - Civil versus Public Law procedures.	Lawton LJ; Fox LJ; Slade LJ.	1983.07.29	CA
Judicial Review	O'Reilly v Mackman [1982] UKHL 1: bailli Availability of declaration in lieu of failed application for certiorari (quashing order). Held : Abuse of process to attempt to override the prerogative regime.	Diplock; Fraser ; Keith ; Bridge; Brightman.	1982.11.25	House of Lords
Judicial Review	Cocks v Thanet DC [1982] UKHL 10_: bailli Public / private law divide : Duty of housing authority to house the homeless.	Diplock; Fraser ; Keith ; Bridge; Brightman.	1982.11.25	House of Lords
Interpretation : foreign conventions	Fothergill v Monarch Airlines Ltd [1980] UKHL 6 (10 July 1980) : Bailii Loss of contents of a suitcase – loss from baggage : did the convention permit recovery for partial loss in addition to total loss? Official version of the Warsaw Convention was in French. Did the word avarie translate into damage or was it limited to the technical marine insurance version of average? Could the travaux preparatoire be looked at for assistance? Yes : Conclusion – partial loss recoverable : but in the circumstances recovery failed – loss not notified within 7 days.	Wilberforce Lord; Diplock Lord; Fraser Lord; Scarman Lord; Roskill. Lord	1980.07.10	House of Lords
Judicial Review	Racal Communications Ltd, Re [1980] UKHL 5: bailli Inter-relationship of judicial review to statutory ouster clauses against appeal.	Diplock; Salmon; Edmund-Davies; Keith; Scarman.	1980.07.03	House or Lords

Judicial Review	Pearlman v Keepers and Governors of Harrow School [1978] EWCA Civ 5: bailli Statutory Ouster Clauses : Distinction between errors of law on the face of the record - non reviewable and Errors of law going to jurisdiction - reviewable.	Denning LJ; Geoffrey Lane LJ; Eveleigh LJ	1978.07.14	CA
Conflicts of law	Black Clawson International Ltd v. Papierwerke AG [1975] UKHL 2 s8 of the Foreign Judgments (Reciprocal Enforcement) Act, 1933.. Statutory interpretation	Reid Lord Dilhorne Vicount Wilberforce Lord Diplock Lord Simon Lord	1975.03.05	House of Lords
Evidence of contract terms : Admissibility	Prenn v Simmonds [1971] ABC.L.R. 07/20 : Lexis Evidence is not admissible of the negotiations between the parties or any purpose which either of them hoped to achieve by concluding a contract to demonstrate a different meaning to that disclosed by the words of the contract. By contrast evidence of surrounding facts is admissible.	Reid Lord, Donovan Lord, Wilberforce Lord, Pearson; Lord Diplock Lord.	1971.07.20	HL
Judicial Review	R v Gaming Board for Great Britain, ex p. Benaim [1970] EWCA Civ 7 (23 March 1970) : bailli Standing : distinction between legal rights and expectations : Gaming Board had to be convinced of a gambling operator's propriety : It received information from sources whose identity was withheld that Crockfords Casino (which had been breaking the law with impunity for many years) was not above reproach. Crockfords asserted that unless the sources and content were disclosed the Board should not be able to take that evidence into account. Held : An applicant for a new licence does not have right to the full panoply of rights to a judicial hearing – merely to be heard and put its case – and Crickfords had had that and failed to establish to the satisfaction of the board that it was a fit body to be licenced.	Denning MR Lord : Wilberforce Lord ; Phillimore LJ	1970.03.23	CA
Judicial Review	Anisminic Ltd v Foreign Compensation Commission [1968] UKHL 6 : bailli Ouster Clauses. Jurisdiction.	Reid; Morris; Pearce; Wilberforce; Pearson.	1968.12.17	House of Lords
Conflicts : Forum conveniens	R v Minister of Agriculture and Fisheries ex p. Padfield [1968] UKHL 1 Whether or not arbitration was suitable for the resolution of this dispute or whether it was outside the scope of arbitration.	Reid Lord Morris Lord Hodson Lord Pearce Lord Upjohn Lord	1968.02.14	House of Lords
Judicial Review	Ridge v Baldwin (No 1) [1963] UKHL 2: bailli Circumstances where there is a public duty to a hearing - extent of hearing - natural justice and due process.	Reid; Evershed; Morris; Hodson; Devlin.	1963.03.14	House of Lords
Judicial Review	Associated Provincial Picture Houses Ltd v Wednesbury Corp. [1947] EWCA Civ 1 : bailli The Wednesbury Reasonable Test. Could a reasonable decision maker have reached the decision under review?	Greene, MR.; Somervell LJ; Justice Singleton.	1947.11.10	CA

**Bias : contract
certifier**

Hickman & Co v Roberts [1913] A.C. 229

A certifying architect occupies a role akin to an arbitrator. He has a duty to act impartially. Here the architect adopted the role of a mediator between employer and contractor. His certificate was invalid.

Loreburn L.C.,
Ashourne Lord,
Alverstone Lord,
Atkinson Lord,
Shaw Lord

1911.05.19 HL