TWENTY REAL CASES
FROM THE COMMON LAW COURTS

A Reading Comprehension Workbook in Real Legal English
for International Lawyers and Law Students.
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1 THE SALMON FARM

In 2005, a small ship was involved in an accident at sea near the Shetland Islands. The Shetland Islands are located off the northeast coast of Scotland. The name of the ship was *The Anglian Sovereign* and she belonged to a company named Klyne Marine Services. The British Marine and Coastguard Agency (the MCA) contracted with Klyne Marine Services to use their ships in this area. The job of the MCA is to implement the U.K. government's maritime safety policy. The motto of the MCA is 'safer lives, safer ships, cleaner seas.'

The job of *The Anglian Sovereign* was to prevent commercial ships from polluting the sea in this beautiful, remote part of Scotland. On 3 September 2005, the ship was patrolling near the uninhabited island of Oxna. The ship hit rocks near the island, with horrific consequences for the local environment. The collision with the rocks fractured the fuel tank of the ship. As a result, 84 tonnes of diesel fuel leaked from the fuel tank into the sea.

This incident was very embarrassing for the MCA, whose function was to prevent pollution. This embarrassment became worse when the police reported that the captain of *The Anglian Sovereign*, Peter Leask, was three times over the legal limit for alcohol when he was in charge of the ship that day. Mr Leask later appeared in the criminal court and went to prison for eight months in March 2006.

A local business, Hjaltland Sea Farms, then started a civil action against Klyne Marine Services. The claimant company farmed and sold salmon, a very expensive fish. Hjaltland Sea Farms had to stop work at three of their fish farms in the area for a period of three days due to the pollution in the water. The claim was for loss of profit, extra management time to deal with the crisis and the cost of buying cleaning equipment.

In July 2010, a judge at Lerwick Sheriff Court awarded the claimant a total of £25,120.71. £24,020.71 of this sum was for loss of profit. The judge in the case, Sheriff Graeme Napier, also ruled that the defendant must pay 8% interest on the total amount over the five-year period. Klyne Marine Services decided to appeal but later withdrew this action.

The managing director of Hjaltland Sea Farms, Mr Michael Stark, said that he was pleased with the result of the case. He said that the case set a precedent. This precedent makes it clear to anyone who may pollute the sea with oil that it is entirely foreseeable that the fish farm industry will suffer a loss as a consequence. And where there is a foreseeable loss, the injured party is entitled to receive damages.

Lawyers at the time said they expected to see a huge number of similar claims arising from the B.P. oil spill in the Gulf of Mexico in 2010.

COMPREHENSION QUESTIONS

Example: *In which year did the accident at sea happen?*
Answer: *The accident at sea happened in 2005.*

(1) What was the name of the ship that was involved in the accident?

(2) Who were the owners of the ship that was involved in the accident?

(3) Which organisation contracted with the owners of the ship to use it in this area?

(4) Which part of the ship was damaged in the accident?

(5) Why was the captain of the ship sent to prison?

(6) What did the claimant company in the civil case produce?

(7) The claim was made up of three parts. What were those three parts?

(8) What sum of money was the defendant ordered to pay interest on?

(9) What precedent does the managing director of the claimant company say this case sets?

(10) What event of 2010 did lawyers think would lead to a lot of similar claims?

2 THE MOVIE STUDIO

In September 2008, a case came before a court in Delhi, the capital of India. The claimant was American movie studio Warner Brothers. The defendant was Indian movie company, Mirchi Movies. Warner Brothers filed the case against Mirchi Movies on the grounds of infringement of its intellectual property rights.

What exactly was the infringement? Warner Brothers claimed that a new movie by Mirchi Movies, which was due to appear in cinemas on 12 September 2008, infringed its rights in the popular Harry Potter franchise. The name of Mirchi Movies' new production was 'Hari Puttar'.

Hari Puttar was the story of a ten-year old Indian boy who comes to live in England and has lots of adventures saving the world from disaster. Warner Brothers, which owns the legal rights to make movies of the Harry Potter stories by J.K. Rowling, argued that the name Hari Puttar was too similar to Harry Potter. Warner Brothers claimed that the name Hari Puttar was confusing for the public and that Mirchi Movies could benefit financially from that confusion.

However, the judge in this case found in favour of the defendant. He said, 'Readers of the J.K. Rowling books are educated people. They know the difference between Potter and Puttar'. The judge also said that 'Hari' is a very common name in India and 'Puttar' is the Hindi word for 'son'. Also, the two stories are very different. The conclusion was that there was no violation of the intellectual property rights held by Warner Brothers.

Another important factor in this case was the time at which Warner Brothers filed the lawsuit. The Times newspaper in India reported that Warner Brothers knew the name of the Hari Puttar film in 2005. However, the American studio for some reason waited until the movie was finished before complaining to a court. This had a very negative effect upon Mirchi Movies because it could not advertise the expensive new movie in the months before it came to cinemas.

The decision of the judge means that the movie was released in Indian cinemas. The Chief Executive of Mirchi Movies said, 'It was a good victory in court. We hope to have victory at the cinema box-office too'.

COMPREHENSION QUESTIONS

Example: *In which Indian city did this case come to court?*
Answer: *This case came to court in Delhi.*

(1) Who was the claimant in this case?

(2) Who was the defendant in this case?

(3) What were the grounds for bringing the case to court?

(4) What popular franchise does Warner Brothers have rights in?

(5) When was the new Mirchi Movies production due to appear in cinemas?

(6) Who wrote the Harry Potter stories?

(7) Who won this case?

(8) What did the judge in this case say about the readers of the Harry Potter stories?

(9) Why did the time of the case have a very negative effect upon Mirchi Movies?

(10) Who said he hoped the movie would make a lot of money in cinemas?

3 THE NEIGHBOURS

A husband and wife who bought a house in 2009 were awarded damages by a judge. The reason? The sellers of the house, who were referred to in court as 'the vendors of the property', did not tell the buyers about problems with the neighbours.

The story started in November 2009. Robert and Anne Young were looking for a house to buy. Mr and Mrs Young worked in London as journalists but wanted to escape from the city for a quiet retirement. They sold their house in London for just over £1 million in September 2009. They then moved into a hotel in the seaside town of Bournemouth. They decided to stay in the hotel until they could find a house. They wanted a small house, with a view of the sea.

Mr and Mrs Young saw a house for sale. It was number 1 Oaklands, Burbridge, Bournemouth. The sellers of the property were brother and sister, Philip and Francesca Longbottom. Mr and Mrs Young visited the house, which was offered for sale at a price of £200,000, on 21 November 2009. Mr and Mrs Young loved the house. They offered the Longbottoms the exact asking price immediately. Philip and Francesca Longbottom accepted the offer. Everyone shook hands. They signed the contract to sell the house a few weeks later.

However, English land law, sometimes known more formally as 'the law of real property', stated at that time that the seller of a house had a particular duty. This duty was to give information about the house in a document called a 'Seller's Property Information Form' (SPIF).

This document gave a buyer important information about the house. The buyer read the SPIF and then decided whether to buy or not. The SPIF asked a seller an important question. The question was about disputes with the neighbours. Mr and Mrs Longbottom stated in the SPIF that they had no problem with the neighbours. This dishonesty cost them £70,000 in damages.

In fact, the Longbottoms had many problems with the neighbours during their 12 years in the house. The neighbours at number 2 Oaklands, the Avilez family, were described by the judge as 'the neighbours from hell'. They played loud music late at night and the son of the family was a well-known seller of drugs. The Longbottoms had a history of telephone calls to the police to complain about their neighbours. The Avilez family also had 12 cats and five dogs, which they did not care for properly. The smell in the summer months was disgusting.

Mr and Mrs Young sued the Longbottoms on the grounds that they failed to disclose important information in the SPIF. A judge awarded Mr and Mrs Young £70,000, plus legal costs, at the High Court yesterday.

Lawyers think many more cases will follow. Buyers who feel cheated will be encouraged by this case and will try to do the same as Mr and Mrs Young.

COMPREHENSION QUESTIONS

Example: *In which year did Mr and Mrs Young buy a house?*
Answer: *Mr and Mrs Young bought a house in 2009.*

(1) What occupation did Mr and Mrs Young have in London?

(2) Why did Mr and Mrs Young want to leave London?

(3) Where did Mr and Mrs Young live when they arrived in Bournemouth?

(4) What is the full address of the house that was for sale?

(5) How much money did Mr and Mrs Young offer to the sellers of the house?

(6) In England, what is the more formal name for 'Land Law'?

(7) What is a SPIF?

(8) How much did Philip and Francesca Longbottom have to pay in damages as a result of their dishonesty in the SPIF?

(9) How did the judge in this case describe the family who lived at 2 Oaklands?

(10) What were Mr and Mrs Young's grounds for suing the Longbottoms?

4 THE TELECOMMUNICATIONS ENGINEER

In 2008, a judge in the Court of Appeal in London became extremely angry about the cost of a case in a lower court. The case in question was *Peakman v Linbrooke Services*. The Court of Appeal judge, Lord Justice Goldring, gave final judgment in the case. The case started in Sheffield County Court. Lord Justice Goldring said the breach of contract case was 'deeply troubling' because the total final costs of this simple case were over £100,000.

The facts of the case are that a telecommunications company, Linbrooke Services, hired a man named Mr Peakman to do some work on telecommunications cables situated near a railway line. The work was actually for a client of Linbrooke Services named 'The Thales Group'. However, Linbrooke Services was not satisfied with Mr Peakman's work. An employee of Linbrooke Services described Mr Peakman's work as 'defective'. As a result, Linbrooke Services terminated its contract with Mr Peakman.

Mr Peakman started legal action against Linbrooke Services on the grounds of breach of contract. He sued for a total of £2,232. This sum was for damages for breach of contract, the cost of his petrol to get to the job and an amount for expensive tools Mr Peakman lost during the work.

Linbrooke Services responded with a counterclaim. The company first of all counterclaimed for £3,019. An employee of Linbrooke Services explained to the court that this was the cost of correcting Mr Peakman's defective work. However, Linbrooke Services claimed a further amount of approximately £40,000. This was on the grounds that the company would not get any more work from The Thales Group, including a contract worth £40,000. Linbrooke Services held Mr Peakman liable for this lost contract.

In his ruling in December 2008, the judge in Sheffield County Court, Judge Graham Robinson, awarded Mr Peakman £1,145 and Linbrooke Services £1,410. He also ordered each party to pay their own legal costs. The end result was that Mr Peakman owed Linbrooke Services just £265, plus interest. However, the combined legal costs for the two parties was over £100,000.

Lord Justice Goldring described this as 'enormous costs' to settle a dispute concerning a few thousand pounds. He said the case shows what is wrong with the civil justice system in the U.K.

One of the lawyers in the case questioned Mr Peakman for two days, which Lord Justice Goldring thought was particularly bad. He said that two days was far too much time to ask questions of the claimant and added that the judge in Sheffield should not have allowed it. He also said that Linbrooke Services' counterclaim 'had no merit'. In other words, the first judge was wrong to allow the huge counterclaim.

The case lasted for nine days in total, including the appeal.

COMPREHENSION QUESTIONS

Example: *In which court does Lord Justice Goldring sit as a judge?*
Answer: *Lord Justice Goldring sits as a judge in the Court of Appeal.*

(1) In which County Court did this case start?

(2) How much were the total final costs of this case?

(3) What did Linbrooke Services hire Mr Peakman to do?

(4) What was the name of Linbrooke Services’ client?

(5) How did an employee of Linbrooke Services describe Mr Peakman’s work?

(6) What were Mr Peakman’s grounds for suing Linbrooke Services?

(7) What amount did Linbrooke Services counter-claim as the cost of correcting Mr Peakman’s defective work?

(8) Who did Linbrooke Services hold liable for its lost contract with the Thales Group?

(9) For how long did one of the lawyers in the case question Mr Peakman?

(10) How long did this case last?

ANSWER KEY

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1 THE SALMON FARM

1. The name of the ship was *The Anglian Sovereign.*
2. The owners of the ship were Klyne Marine Services.
3. The British Marine and Coastguard Agency (the MCA) contracted with the owners of the ship to use it in this area.
4. The fuel tank of the ship was damaged in the accident.
5. The captain of the ship was sent to prison because he was three times over the legal limit for alcohol when he was in charge of the ship that day.
6. The claimant company produced salmon.
7. The claim was made up of loss of profit, extra management time to deal with the crisis and the cost of buying cleaning equipment.
8. The defendant was ordered to pay interest on the sum of £25,120.71.
9. The managing director of the claimant company says this case sets the precedent that it is clear to anyone who may pollute the sea with oil that it is entirely foreseeable that the fish farm industry will suffer a loss as a consequence.
10. Lawyers thought that the B.P. oil spill of 2010 would lead to a lot of similar claims.

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2 THE MOVIE STUDIO

1. The claimant in this case was Warner Brothers.
2. The defendant in this case was Mirchi Movies.
3. The grounds were infringement of intellectual property rights.
4. Warner Brothers have rights in the Harry Potter franchise.
5. It was due to appear in cinemas on 12 September 2008.
6. J.K. Rowling wrote the Harry Potter stories.
7. The defendant won this case.
8. The judge said that readers of the Harry Potter stories are educated people.
9. It had a negative effect because Mirchi Movies could not advertise the movie in the months before it came to cinemas.
10. The Chief Executive of Mirchi Movies said he hoped the movie would make a lot of money.

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3 THE NEIGHBOURS

1. Mr and Mrs Young worked in London as journalists.
2. Mr and Mrs Young wanted to escape the city for a quiet retirement.
3. Mr and Mrs Young lived in a hotel when they arrived in Bournemouth.
4. The full address is 1 Oaklands, Burbridge, Bournemouth.
5. Mr and Mrs Young offered the sellers of the house £200,000.
6. The more formal name for land law is the law of real property.
7. A SPIF is a Seller's Property Information Form.
8. Philip and Francesca Longbottom had to pay £70,000 in damages as a result of their dishonesty in the SPIF.
9. The judge described the family who lived at 2 Oaklands as the 'neighbours from hell.'
10. Mr and Mrs Young's grounds for suing the Longbottoms were that they failed to disclose important information in the SPIF.

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4 THE TELECOMMUNICATIONS ENGINEER

1. This case started in Sheffield County Court.
2. The total final costs of this case were over £100,000.
3. Linbrooke Services hired Mr Peakman to do some work on telecommunications cables.
4. Linbrooke Services' client was the Thales Group.
5. The employee described Mr Peakman's work as defective.
6. Mr Peakman's grounds for suing Linbrooke Services were breach of contract.
7. Linbrooke Services counter-claimed £3,019 as the cost of correcting Mr Peakman's defective work.
8. Linbrooke Services held Mr Peakman liable for its lost contract with the Thales Group.
9. One of the lawyers in the case questioned Mr Peakman for two days.
10. This case lasted for nine days in total.