

CHANCERY DIVISION

CASES REPORTED

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SUBJECT MATTER

TO THIS PART

ESTOPPEL

Per rem judicatam

Cause of action estoppel

Claims for breach of contract — Previous actions concerning same contracts — Whether claimants able to allege in subsequent proceedings that same incident amounting to breach of different obligation under same contracts — Whether abuse of process to advance arguments which could have been raised in previous actions

Meretz Investments NV v ACP Ltd,
Lewison J 197

LANDLORD AND TENANT

Leasehold enfranchisement

Adjoining properties

Tenant of flat claiming right to acquire new lease — Landlord resisting new lease on ground of intention to redevelop premises in which flat contained — Landlord's intention to combine tenant's flat with flat below to form duplex apartment — Whether two flats together "any premises in which the tenant's flat is contained" — Leasehold Reform, Housing and Urban Development Act 1993, s 47

Majorstake Ltd v Curtis, CA 300

MORTGAGE

Sale by mortgagee

Mortgagee's duty

Mortgagee exercising power of sale of development lease in order to realise security — Whether improper purpose — One of mortgagee's purposes to recover debt due — Whether mortgagee requiring purity of purpose in order for sale to be valid

Meretz Investments NV v ACP Ltd,
Lewison J 197

TORT

Cause of action

Conspiracy

Unlawful means conspiracy — Unlawful interference with business and contractual relations — Second claimant granting development lease to first defendant — First defendant granting charge over lease to second defendant — Defendants involved in sale of lease after taking legal advice — Defendants aware of existence of contracts and potential consequences for claimants of sale of lease — Defendants believing actions lawful or harmless to claimants — Whether mistake of law capable of negating intention to injure or to inflict economic harm — Whether defendants having necessary intention to injure or inflict harm

Meretz Investments NV v ACP Ltd, Lewison J 197

WORDS AND PHRASES

"*Any premises in which the tenant's flat is contained*" — Leasehold Reform, Housing and Urban Development Act 1993, s 47

Majorstake Ltd v Curtis, CA 300
