

FINANCIAL SERVICES

Claims Management. The SRA has published draft rules restricting fees in respect of relevant financial services claims management activities.

Bankruptcy Petition. The High Court allowed an appeal against a rejection of part of a creditor's proof. The debt related to seven loans at 3% per month. Consumer Credit issues had been considered before at [2019] EWHC 3160 (Ch) (*Advanced Industrial Technology v. Brooker*, 1st March 2024).

Business Exemption. The Court of Appeal upheld a Judge's decision that loan agreements fell within the business exemption in Article 61A(6). The "character of the agreement is fixed at the time when it is made". Although the agreements were for business, it was held that the business declaration was defective but it was a term of the contract (*Kumar v. LSC Finance Ltd* [2024] EWCA Civ 254).

Credit Hire. A High Court Judge described a case as "yet another chapter in the continuing war of forensic attrition between motor insurers and credit hire companies" which by the time it came to the High Court the costs were nearly £100,000 (*Kindertons v. Murtagh* [2024] EWHC 471 (KB)).

Loans to Small Businesses. A fixed rate "Tailored Business Loan" was made for a set period at a fixed rate. Claims relating to break cost claims and fixed rate claims were dismissed as were unfair relationship claims (*Farol Holdings v. Clydesdale Bank* [2024] EWHC 593 (Ch)).

Yacht Mortgage. The High Court granted summary judgment on lending secured by a yacht mortgage. There was no obligation on the lender to agree to the Defendants' plans as regards the yacht (*Sub 20 Ltd v. Royalton Investments Ltd* [2024] EWHC907 (Comm)).

Electricity Commissions. A High Court decision in a case where the energy user accepted it was told there would be commission and the Defendant accepted that the amount was not disclosed was dismissed. In the case of one contract the claim was statute barred. In all the cases there was no accessory liability and the claim for procuring or inducing a breach of contract was dismissed (*Expert Tooling and Automation Ltd v. Engie Power Ltd* [2024] EWHC 374 (Ch)).

Undue Influence. The Court of Appeal considered the scope of undue influence in a remortgage case when dismissing a second appeal. The Court said that an issue not seemingly addressed before was where the borrowers seek a

loan partly for their joint non-commercial purposes and partly for the benefit of one borrower only (*One Savings Bank plc v. Waller v. Edwards* [2024] EWCA Civ 302).

Commission. Patent and Trade Mark attorneys referred clients to another business in respect of renewals of IP rights. This business paid a commission to a business connected with attorneys. The Claimant alleged a secret commission. The Court of Appeal considered some of the commission cases and upheld the decision of the Judge that a representative action could be brought under CPR 19.8 (*Commission Recovery Ltd v. Marks & Clark LLP* [2024] EWCA Civ 9).

Re-taking Goods. A customer under a conditional sale agreement gave possession of the car to her brother who did not have a licence and was uninsured. She claimed a breach of Section 90. The owner had taken possession from the police. A High Court Judge held there was no re-taking within Section 90. Other issues relating to unfair terms and unfair relationships were considered (*Santander Consumer (UK) Ltd v. Chaudhry* [2024] EWHC 170 (KB)).

Arrest. The High Court considered a situation where there had been multiple arrests of vessels. There was an argument as to the duty of lenders in respect of the sale of the vessels and also the interpretation of a costs provision (*Eurobank SA v. Momentum* [2024] EWHC 210 (Comm)).

Supervisory Notices. The Upper Tribunal has upheld decisions by the FCA to issue supervisory notices to an e-money institution authorised under the Electronic Money Regulations 2011 (*Nvayo Ltd v. FCA* [2024] UKUT 00035(TCC)).

GAMBLING

Spread Betting. The High Court declined to give summary judgment or strike out a Defence in a claim by a spread betting company. The Defendant had a realistic prospect in respect of a novel point regarding changes to COBS 22.5 (*I G Index Ltd v. Tchenguiz* [2024] EWHC216 (Comm)).

Unfair Terms. The Court of Appeal posed the question of how traders bring their standard terms and conditions to the attention of prospective customers so as to incorporate them in the contract. The case involved the instant win game on the National Lottery. The Court upheld the Judge in finding that terms had been incorporated in the contract and were not unfair (*Parker-Grannan v. Camelot* [2024] EWCA Civ 185).

TIME LIMITS

Coronavirus. The Divisional Court considered time limits in

the context of a fixed penalty and the Single Justice procedure (*R (Michli) v. Westminster Magistrates' Court* [2024] EWHC 559 (Admin)).

DOGS

Destruction Order. The Court of Appeal dismissed an appeal against the refusal of judicial review in respect of a refusal by a Crown Court, which had upheld a destruction order, to state a case (*R (Dawson) v. Preston Crown Court* [2024] EWCA Civ.75).

REGULATORY INJUNCTIONS

Status. After a trial in which Natural England sought a final injunction to prevent a farmer ploughing certain land which he leased from the National Trust because of archaeological concerns the High Court dismissed the claim as Natural England did not have the standing to bring the claim (*Natural England v. Cooper* [2024] EWHC 625 (KB)).

Statutory Nuisance. The High Court dismissed an appeal by way of case stated from a Magistrates' Court decision that the Respondents' external carriage lantern was not such that the light amounted to a statutory nuisance (*Hunt v. Pollard*, [2024] EWHC1041 (Admin)).

HOUSING

Financial Penalty. A local authority successfully appealed from the FTT to the Upper Tribunal. The FTT had upheld appeals concerning notices of intent to impose financial penalties in respect of an HMO. The UT considered the modern approach to non-compliance which did not have a division between directory or mandatory (*Welwyn Hatfield BC v. Wang* [2024] UKUT 24 (LC)).