

ERRATUM

Please replace the answers to Exercises 3 and 4 (Appendix III, pages 176-177) with the following:

Exercise 3

1. TRM Copy Centres. The law report tells you this at several different points. See the editorial note of the history of the case on page 1376 and Lord Hope's opinion at paragraph 2, page 1376.
2. Whether the location agreements were consumer hire agreements under s.15 of the Consumer Credit Act 1974. See, for example, Lord Hope's opinion at paragraph 3, page 1377.
3. Whether the High Court and Court of Appeal had been right to rule that location agreements were not consumer hire agreements within the meaning of s.15 of the Consumer Credit Act 1974. See Lord Hope's opinion at paragraph 4, page 1377.
4. The Queen's Bench Division of the High Court, the Court of Appeal and the House of Lords. The report is itself of the case before the House of Lords. The editorial note of the history of the case on page 1376 tells you that the case was previously heard by the Court of Appeal which was considering a judgment by Flaux J. The neutral citation for Flaux J's judgment, [2007] EWHC 1738 (QB), tells you that that judgment was given in the Queen's Bench Division of the High Court.
5. All three courts ruled that the location agreements were not consumer hire agreements within s.1. The editorial note on the history of the case tells you that the Court of Appeal and the High Court ruled this way on page 1376 as does Lord Hope's opinion at paragraph 4, page 1377. Lord Hope looks at the nature of location agreements in his opinion at paragraph 12, page 1381 to paragraph 17, page 1382 and comes to the same conclusion as in the previous courts. His fellow judges in the House of Lords agree with him.
6. The proceedings are civil proceedings. They are a dispute about the terms of a contract entered by two businesses.

Exercise 4

1. "[T]he implied assignment issue", "the recording issue" and "the laches, estoppels and acquiescence issue". These are to be found in paragraph 48 of Lord Neuberger's opinion.
2. The issues before the High Court and the Court of Appeal are set out in Lord Neuberger's opinion in paragraphs 40 to 46. Note that the arguments put to the courts change and develop as the case proceeds through the courts.
3. First, that Mr Fisher was co-author of "A Whiter Shade of Pale" as recorded by Procol Harum and released as a single on May 12, 1967; secondly, that Mr Fisher was a joint owner in the musical copyright in the work, with a share of 40 per cent; and finally the respondents' licence to exploit the work was revoked on May 31, 2005. This can all be found in paragraph 47 of Lord Neuberger's opinion.
4. Different legal rules apply to contracts made by infants. See Baroness Hale's opinion at paragraphs 21 to 27.
5. 37 years had passed between the composition of the work in question and the claims brought by the claimant being made in court. This passage of time was the basis of an argument that no fair trial was possible being put to the High Court and the Court of Appeal. This argument was rejected by both courts. The argument was not raised in the House of Lords. You can find all of this at paragraph 40 of Lord Neuberger's opinion.
6. The House of Lords restored two of the declarations set aside by the Court of Appeal leaving open the question of whether or not a third declaration need to be varied. See Lord Neuberger's opinion at paragraph 81.