



### Equity and Trusts Concentrate: Law Revision and Study Guide (8th edn) Iain McDonald and Anne Street

## p. 202 13. Equitable remedies

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### Abstract

Each Concentrate revision guide is packed with essential information, key cases, revision tips, exam Q&As, and more. Concentrates show you what to expect in a law exam, what examiners are looking for, and how to achieve extra marks. The common law provides the remedy of damages as of right for any breach. However, damages may not always provide a suitable or adequate remedy. One of the key equitable maxims states that 'equity will not suffer a wrong without a remedy'. Therefore, over the years the courts have developed a number of equitable remedies to address the limitations of the common law response. This chapter considers the range of equitable remedies which have been developed by the courts: specific performance; injunctions; rescission; rectification; and account.

**Keywords:** trusts, specific performance, injunctions, rescission, rectification, account, common law

### Key facts

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- Equitable remedies are discretionary.
- Equitable remedies are granted where common law remedies would be inadequate.
- Equitable remedies can be granted at full trial or at an interim stage before a full trial.
- Equitable remedies operate *in personam*, against the defendant personally.

## Introduction

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The common law provides the remedy of **damages** as of right for any breach. However, damages may not always provide a suitable or adequate remedy. For example, if a person was trespassing on your land then money would not be the suitable remedy as the trespass itself has caused no financial loss. As 'equity will not suffer a wrong without a remedy' over the years the courts have developed a number of equitable remedies to address the limitations of the common law response. As these remedies have been developed to ensure fairness, they are not available as of right, but are always granted at the discretion of the court. This chapter considers the range of equitable remedies which have been developed by the courts:

1. specific performance;
2. injunctions;
3. rescission;
4. rectification; and
5. account.

## Specific performance

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In most situations where there is a breach of contract, the loss suffered will be capable of being compensated by a common law award of damages. However, in some cases, the court may choose to compel the defendant to perform his or her original obligation under the contract by making an order for specific performance. Typically, such an order will be made where monetary damages would not provide an appropriate remedy or compensate for the loss suffered. As this equitable remedy compels the completion of an obligation, it would be inappropriate to grant an order of specific performance without a full hearing. Therefore, specific performance is only available at full trial and cannot be awarded at an interim stage.

## Unique

Damages will be considered inadequate when the obligation the claimant seeks to enforce is unique. A simple illustration of this can be found in contracts for the sale of land. Although an award of monetary damages may allow you to purchase *similar* land, you will never be able to replace the land that you were originally promised.

The courts have interpreted what is 'unique' broadly. It does not mean that the goods are literally unique but that they are effectively unique in the context of the contract:

- ***Sky Petroleum v VIP Petroleum [1974]***: a contract to supply petrol could be specifically enforced. The issue had arisen during a national petrol shortage, making it impossible to find an alternative supplier. The risk from the refusal to deliver—that the claimant might go out of business—meant that the remedy was necessary.

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- *Behnke v Bede Shipping Co Ltd [1927]*: delivery of a ship was granted specific performance because the ship was of ‘peculiar and practically unique value to the plaintiff’, which could not easily seek an alternative supplier of that kind of vessel.

#### Revision tip

It is very important in a problem exam question that you apply the law to the facts. For example, a contract for a car will not usually be unique, but if the purchaser needs to buy a specific car, perhaps one that was a prop in a James Bond film, then that car may be said to have a unique quality.

A common problem for good students who know the law is a failure to advise the client—that is, not just stating what the law is but also applying it to the facts of the case before you.

### Considerations in granting an order

It is important to remember that equitable remedies are discretionary. So, even if the situation appears to warrant specific performance, there are certain circumstances in which the court will refuse to make such an order.

#### Supervision

Even if the court believes that there is a unique quality to the obligation sought to be enforced, it will not award specific performance if the performance of that obligation would require the constant supervision of the court. This means that if the claimant would have to continually return to the court for successive orders, the remedy would essentially be ineffective. In *Co-operative Insurance Society Ltd v Argyll Stores Ltd [1988]*, Argyll Stores decided to close its store in a shopping centre owned by the claimant as it was losing money. The lease agreement required it to remain open during normal business hours. The House of Lords reversed the Court of Appeal decision to grant specific performance, as to enforce the contract would require the constant supervision of the courts.

#### Personal services

The courts are reluctant to enforce a contract for a personal service for many reasons. It is reluctant as it may turn a contract for service into a contract of slavery: *De Francesco v Barnum (1890)*. This reluctance is now statutory based in s 236 *Trade Union and Labour Relations (Consolidation) Act 1992*:

no court shall ... by way of an order for specific performance ... compel an employee to do any work.

However, this only applies to employee contracts. The courts distinguish between contracts ‘of service’ and ‘for service’. An example may help to illustrate the difference.

p. 205 ↩ **EXAMPLE 1**

Mark is hired by Lois to build her a conservatory. This is a contract *for* service. The task is discrete and clearly defined (see *Posner v Scott-Lewis* [1987] discussed later). It would be relatively easy to require the promised performance to be completed by an order for specific performance.

**EXAMPLE 2**

Mark is hired to work in Lois's factory which produces window frames. This is a contract of service. There is an ongoing employer–employee relationship which is unlikely to be enforced.

#### Revision tip

Do not leap to the conclusion that a person is an employee. Apply the facts. Consider what the person is being required to do.

In *Posner v Scott-Lewis* [1987] a leasehold covenant required the landlord to employ a resident porter to carry out clearly specified duties at a block of flats. The court considered that the terms were sufficiently clear and ascertainable.

Compare this with *Warner Bros Pictures Inc v Nelson* [1937], where the actress Bette Davis was contracted to work exclusively for Warner Bros Pictures. The courts would not compel her to work, by an order of specific performance, as it was akin to 'slavery'.

However, even if it is a contract for service the courts may still decide not to give specific performance. It may be that the service can easily be performed by another. In Example 1, it is likely that damages would be adequate to pay for a replacement supplier of conservatories. This stance can be explained by the equitable maxim 'equity will not act in vain'. If a defendant is forced to perform a task, he or she may not perform the task to a high standard. If being forced to complete the obligation would lead the defendant to deliberately perform badly, an order of specific performance is unlikely to be an effective or appropriate remedy and the court may decide that it is easier to award damages from the outset.

## Defences

### Hardship

If the grant of specific performance would cause hardship to either party, then the court may not grant specific performance: *Patel v Ali* [1984].

### Mistake and misrepresentation

The courts may refuse to rescind a contract for misrepresentation and leave the claimant to a remedy of damages. The courts will generally hold the defendant to the performance of his or her contract unless it causes real hardship: *Tamplin v James (1880)*.

#### p. 206 Conduct of claimant

In line with the equitable maxim that those who seek equity must come with clean hands, the conduct of the claimant may bar an order for specific performance. The claimant must prove that he or she has either performed, or is willing and able to perform, his or her obligations: *Cornish v Brook Green Laundry [1959]*.

### Delay or laches

Although generally in equity time is not of the essence, in balancing the equity between the parties, unreasonable delay may defeat equity. What is unreasonable will depend on the facts, particularly the object matter of the contract: *Lazard Bros v Fairfield Property Ltd (1977)*. Where time is of the essence, specific performance will not usually be granted after the date of performance: *Union Eagle Ltd v Golden Achievements Ltd [1997]*.

## Injunctions

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Injunctions can be awarded at two stages of the trial process. It is more common for injunctions to be granted at the conclusion of the full trial hearing. These injunctions are known as **perpetual** and act as the final conclusion to the legal dispute. However, in certain circumstances, the urgency of the matter requires swifter action. For example, where the claimant alleges that the defendant is planning to release documents containing trade secrets to a competitor in breach of confidence, by the time the full trial takes place the damage may already have been done and the claimant will have been deprived of an effective remedy. In this situation, the claimant would seek an interim injunction to stop the defendant acting before the full trial.

Interim injunctions are temporary in nature and will typically last until the conclusion of a full trial hearing. It is vital that such orders are temporary as they are often granted before the court has had the opportunity to hear all the arguments and evidence relating to the claim.

### Terminology tip

Do not be confused if you come across references to ‘interlocutory’ injunctions in textbooks, articles, and cases. Until recently, interim injunctions were known as ‘interlocutory’ injunctions.

Injunctions are a more flexible type of equitable remedy than specific performance because they can perform different roles. There are three broad types of injunctions:

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1. Prohibitive injunctions—these prevent a defendant from doing something and therefore stop a breach of an obligation.
2. Mandatory injunctions—these compel a defendant to do something (and therefore work in a similar way to specific performance).
3. *Quia timet* injunctions—these may be either prohibitory or mandatory and are made where the harm alleged has not yet happened but is feared by the claimant or threatened by the defendant.

## Perpetual injunctions

### Prohibitive injunctions

Prohibitive injunctions prevent a breach of an obligation. This can include a breach of confidence, such as information obtained during employment. It can include very wide powers to prevent disclosure of information on a worldwide basis, where the release of such information would create serious risk of personal injury. This can be seen in the case of *Venables v News Group Newspapers [2001]*, where the identity and whereabouts of one of the killers of the toddler Jamie Bulger were not to be published. This was the only way to protect the claimant's rights under the **Human Rights Act 1998**.

### Revision tip

In an exam, consider that if one remedy does not achieve your purpose another one would. In *Warner Bros Pictures Inc v Nelson [1937]*, an injunction was ordered against an actress to prevent her from working for any other film company for the duration of her contract with Warner Bros. The claim for specific performance was denied but the claimant achieved its aim with an injunction.

### Mandatory injunctions

Mandatory injunctions at full trial require the performance of an obligation in the same way as specific performance. If the obligation is contractual then specific performance is the more common remedy. There may also be a 'restorative' mandatory injunction. This will be given where a wrong has been done which may have been prevented by a prohibitive injunction. A mandatory injunction may be ordered to undo the wrong: *Jones v Stones [1999]*.

### Interim injunctions

#### Prohibitive injunctions

For a grant of an interim injunction, the courts are making a decision without the benefit of a full trial. To make sure that they have considered the grant carefully they follow the guidelines set out by Lord Diplock in *American Cyanamid Co v Ethicon Ltd* [1975]:

- there is a serious question to be tried;
- damages are inadequate;
- the balance of convenience requires the grant of an injunction.

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#### Looking for extra marks?

To fully understand the importance of Lord Diplock's test it is worth understanding what the test was prior to *American Cyanamid*. The claimant was required to show a strong **prima facie** case that rights had been infringed, that damages were inadequate, and that justice required the grant. This was a heavy burden on the claimant to prove that it was more than likely that it would obtain a full injunction at trial.

#### Serious question to be tried

The courts will only consider such an order if there are serious issues at stake. In *Morning Star v Express Newspapers* [1979], the *Morning Star* newspaper objected to the publication of the *Daily Star*, claiming that people would confuse the two. The judge felt that 'only a moron in a hurry' would make the mistake and that there was no case to answer. This issue was recently discussed in *Kenson Contractors Ltd v Haringey LBC* [2019] and the relationship with the balance of convenience which illustrates how these tests are applied in practice.

#### Adequacy of damages

Essentially, the test for all equitable remedies is, 'Would money compensate?'. There are two stages to the test:

1. Would money be able to compensate, and would the defendant be in a position to pay?
2. If it later appears that the injunction has been given incorrectly then the undertaking by the claimant in damages will be an adequate protection.

One consideration would be if the type of damage is irreparable (such as the loss of a right to vote) or the loss is non-pecuniary (such as libel or nuisance), or if damages would be hard to assess (such as the value of goodwill or serious disruption to business). If damages are considered to be adequate the courts will then consider whether the defendant would be unable to pay should the claimant win. If the claimant fails to prove that damages are inadequate the claim will end there.

The claimant will make an undertaking in damages. This means that if it later appears that the injunction was wrongly granted the claimant can compensate the defendant with money. The inability of the claimant to be able to compensate with money will not be determinative of the decision of the grant of an injunction: *Allen v Jambo Holdings Ltd [1980]*. If the claimant cannot make an undertaking the courts will go on to consider the balance of convenience.

#### Balance of convenience

Lord Diplock said that it would be impossible to list the considerations, but in *Cayne v Global Natural Resources plc [1984]* it was said that it is not the mere convenience that needs to be weighed but the risk of doing an injustice to one side or the other. Each case turns on its own facts, so these should be carefully considered in any problem question.

#### p. 209 Factors which have been considered

If the balance of convenience is equal, the court will maintain the *status quo*. In *Garden Cottage Foods Ltd v Milk Marketing Board [1984]* it appears that it is the *status quo ante* (before the defendant began the conduct complained of) which is maintained, which tends to favour the claimant.

As with all equitable remedies, delay may defeat equity. If the claim has been delayed, then it is the *status quo* at the time of claim and not the *status quo ante* that will be maintained. What is an undue delay varies on the facts: *Shepherd Homes v Sandham [1970]* (see Table 13.1).

**Table 13.1 Factors for the balance of convenience**

FACTOR CONSIDERED	CASE
Loss of employment	<i>Fellowes &amp; Son v Fisher [1976]</i>
Damage to business by picketing	<i>Hubbard v Pitt [1976]</i>
Closing a business	<i>Potters-Ballotini Ltd v Weston-Baker [1977]</i>
Protecting confidential material	<i>X AG v A Bank [1983]</i>
Keeping a life-saving drug on the market	<i>Roussel-Uclaf v GD Searle &amp; Co Ltd [1977]</i>



#### Looking for extra marks?

In *Series 5 Software Ltd v Clarke* [1996], a first-instance decision, it was considered that despite the guidelines mentioned earlier, what was required was a review of all the evidence disclosed. This, however, does appear to be a return to the finding of a prima facie case to be answered, which Lord Diplock in *American Cyanamid Co v Ethicon Ltd* [1975] had wanted to avoid. If asked to comment on the test, it may be worth noting the High Court's decision in this case.

#### Revision tip

The question of delay must be applied to the facts. In *Shepherd Homes* [1970] an unexplained delay of five months prevented the grant. However, in *Bulmer v Bollinger* [1977] the word 'champagne' had been used since 1906 by the firm in marketing 'BabyCham', well known to the claimant. However, the delay in the claim did not defeat the order.

#### p. 210 **Mandatory injunctions**

Unlike specific performance, mandatory injunctions can be awarded at an interim stage. The test set out for interim injunctions in *American Cyanamid Co v Ethicon Ltd* [1975] will apply, but in balancing the justice of the case the Court of Appeal in *Locabail International Finance v Agroexport* [1986] approved the guidance of Megarry J, in *Shepherd Homes v Sandham* [1970], that the courts required a 'high degree of assurance' that the grant of an injunction would be found to be the correct decision when the case finally came to court.

The courts take serious note of the balance of convenience between the claimant and the defendant: *Evans v BBC and IBA* (1974) (concerning the transmission of party political broadcasts).

#### Revision tip

Always consider the higher burden on the claimant to prove that he or she should be granted an interim mandatory injunction.

In addition to the general remedies, there are remedies which can be sought in the absence of the defendant; these are *ex parte* orders. In considering these orders it is important to take into account the **Human Rights Act 1998** as the defendant is not there to present his or her case, raising issues of a fair trial. The courts still consider that in some circumstances the interests of the parties call for such an *ex parte* application to be allowed. There are more stringent tests for such orders.

#### ***Search orders (formerly Anton Piller orders)***

During the trial process all parties are required to disclose documents that will be relevant to the trial. If the claimant considers that the other party to the litigation will not do so, he or she may ask for a search order. This order is granted without notice because to give notice would possibly defeat the purpose of the order. These mandatory orders require the defendant to permit the search of his or her premises to find documents. Such an order was first used in *EMI Ltd v Pandit [1975]*, but the leading case on these orders is *Anton Piller KG v Manufacturing Processes [1976]*. In this case, Ormrod LJ said that the remedy was one of 'last resort' because of the impact it could have on the defendant's business. In deciding to grant an order there must be:

- an extremely strong prima facie case;
- extremely serious potential (or actual) harm to the claimant;
- clear evidence that the information or items, which are the subject matter of the order, are in the defendant's possession;
- a real possibility that these will be destroyed or removed without such an order; and
- a full and frank disclosure by the claimant of all material matters in the case.

p. 211 ↩ There are procedural safeguards for the defendant set out in the Practice Direction of the Civil Procedure Rules, granting the jurisdiction for these orders in **s 7 Civil Procedure Act 1997**. These include the presence of a supervising solicitor, that the search takes place in office hours, that the defendant or a responsible employee is present, that it is not a fishing exercise, and that only the subject matter listed in the order is taken. The defendant is also protected in that he or she can make an application at short notice to have the order removed or varied: *Lock International plc v Beswick [1989]*. These procedural safeguards indicate the balance the court has to make between protecting the interests of both parties and the possible abuse of the order by a claimant.

#### **Revision tip**

A common mistake is for students to explain, in detail, the procedure for the grant of the order rather than the legal tests for its grant. Ensure that the legal requirements are fully applied.

#### ***Freezing orders (formerly Mareva injunctions)***

These are mandatory orders which will freeze the assets of the defendant. Equity will not act in vain and, if a claimant wins at trial, he or she will want to ensure that the award of damages will be paid. If there is a danger that the defendant may seek to remove or destroy assets to avoid paying damages, a freezing order may be sought. The order will freeze the assets of the defendant, up to the value of the claim, which will be held by the order of the court. This will prevent a defendant removing assets from the court's jurisdiction before trial: *Mareva Compania Naviera SA v International Bulkcarriers SA [1975]*.

The freezing order is a clear example of the personal nature of the equitable remedy. The claimant gains no property rights over the assets frozen. Additionally, anyone dealing with the property contrary to the order will be personally liable for contempt of court. Thus, if bank assets are frozen the bank manager cannot allow the client access to the money: *Attorney-General v Times Newspapers Ltd* [1992].

#### Looking for extra marks?

Lord Denning had said *per incuriam* that the remedy was proprietary: *Z Ltd v A-Z and AA-LL* [1982]. The nature of freezing an asset, perhaps a ship or house, may have the effect of a proprietary remedy. So, is the claim that it is personal illusory?

**Section 37 Senior Courts Act 1981**, which gives the courts jurisdiction to grant all injunctions, now provides for freezing orders to be made where it is 'just and convenient to do so'. Such an order often accompanies a search order and again is made without notice.

p. 212 ↩ The test set out in *Derby & Co Ltd v Weldon* [1990] is that in addition to the *American Cyanamid* test it must also be proven that:

- there is a 'good arguable' case;
- the defendant has assets in the jurisdiction; and
- there is a real risk that without the order the assets will be removed or dissipated.

The defendant can keep assets to provide for reasonable living and business costs. It may also be possible to freeze assets outside the United Kingdom: *Re BCCI SA (No 9)* [1994]. Guidelines for enforcing these overseas was set out in *Dadourian Group Int v Sims* [2006], trying to balance the 'justice and convenience' considerations with the 'risk' to the parties.

#### Other injunctive orders

*Quia timet* (because the claimant fears) orders are made at an interim stage and do not require proof of actual harm. Their purpose is to prevent a possible harm from occurring. This may be preventing publication of a story that may harm a person's reputation or interest. The case of *Venables v News Group Newspapers* [2001] illustrates an injunction granted when there was no actual harm but the fear of future harm.

*Super-injunctions* are orders which seek to prevent disclosure of proceedings in court. If the court believes that an injunction will be awarded, then, to protect anonymity of the claimant, and the purpose of the injunction itself, it may prevent disclosure of any details, even that there has been an order. The Committee on Super Injunctions (reported 2011) led by Lord Neuberger noted that super-injunctions are awarded to ensure that there is a correct balance in such a grant between open justice, free speech, and family life: 'Super-injunctions are now only being granted, for very short periods, and only where this level of secrecy is necessary to ensure that the whole point of the order is not destroyed.'

## Rescission

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Rescission aims to restore *both* parties to their original positions, before the wrong occurred. The wrong which may initiate a claim for rescission may be ‘misrepresentation, undue influence, duress and mistake’: *Bainbridge v Bainbridge* [2016]. It may be to unravel a declaration of trust as in *Bainbridge v Bainbridge* [2016] or to undue transfers of land or end a contract. Where a wrong has occurred, the innocent party can ask for the equitable remedy of rescission. However, the right to rescission may be barred in the following circumstances:

- third-party rights—if an innocent third party will be adversely affected by the rescission: *Phillips v Brooks* [1919];
- delay—based upon the maxims that delay defeats equity and is a practical point: *Leaf v International Galleries* [1950];
- affirmation—when a claimant can rescind a contract but instead decides to continue with the contract: *Long v Lloyd* [1958];
- impossibility—if it is impossible to return both parties to their pre-contractual position. However, equity does provide that substantial not precise restoration will suffice: *Erlanger v New Sombrero Phosphate Co* (1873).

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The important point to be noted in a claim for rescission of transactions is that there must be justice between both parties. This area of law was reviewed recently by the Supreme Court in *Pitt v Holt* [2013].

### Looking for extra marks?

An interesting issue is whether this remedy creates a proprietary right. If the transaction is set aside then any property in the hands of the wrongdoer can be argued as held beneficially for the innocent party until the transaction is completely unravelled. See the discussion of Rimer J in *Shalson v Russo* [2005].

## Rectification

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Rectification is an equitable remedy which allows a legal document that does not reflect the true agreement of the parties to be appropriately amended. In *Craddock Bros v Hunt* [1932] a conveyance of property indicated that it included an area that actually belonged to another house. The court rectified the conveyance. However, it must be noted that the courts are reluctant to vary written documents without good evidence that it is needed: *City of Westminster Properties Ltd v Mudd* [1959]. The principles which the courts need to consider were set out in *Racal Group Services Ltd v Ashmore* [1995] and were recently summarized in *Giles v RNIB* [2014]:

a)

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Clear evidence of the true intention which is not effected in the instrument to the civil standard of proof.

- b) The flaw in the document is not just to the consequences of what they wanted but does not reflect the true intention.
- c) It is not enough that all parties agree to the rectification.

## Account

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The remedy of account will be used to require a fiduciary or agent to repay unauthorized profit, bribes, or profit from a breach of confidence: *Attorney-General v Blake [2000]* (see chapter 12).

## p. 214 Conclusion

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Equitable remedies recognize that not all contracts are for monetary gain, such as holidays or services. Torts are not always easy to compensate with mere money. Where the claimant can prove that this is the situation then equity 'will not suffer a wrong without a remedy'. The evolution of the search order and freezing order indicates that this is an area of development. A common claim by students, and some academics, is that equity is staid and stagnant. It is anything but, as can be seen by the remedies available.

## Key cases

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CASE	FACTS	PRINCIPLE
<b><i>American Cyanamid Co v Ethicon Ltd [1975] AC 396</i></b>	There was a potential infringement of a patent.	Court established the principles to grant an interim injunction: <ul style="list-style-type: none"><li>• a serious question to be tried;</li><li>• the adequacy of damages;</li><li>• the balance of convenience;</li><li>• special factors to consider.</li></ul>
<b><i>Anton Piller KG v Manufacturing Processes Ltd [1976] Ch 55</i></b>	The claimant believed that the defendant had confidential papers belonging to it. The claimant wanted to search the defendant's premises to find them.	'Equity will not suffer a wrong without a remedy' and a search order was granted.
<b><i>Co-operative Insurance Society v Argyll Stores [1988] AC 1</i></b>	A lease stipulated that a store should be open during usual business hours. The store was losing money and wanted to close.	If specific performance was ordered the court would be required to supervise compliance with the order. The order was not given.

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CASE	FACTS	PRINCIPLE
<b><i>Lock International plc v Beswick [1989] 1 WLR 1268</i></b>	The claimant said that the defendants had confidential information taken from the claimant which was being used in competition. The claimant wanted a search order to confiscate the property.	The defendants successfully had a search order discharged as they were not ‘fly-by-night video pirates’ but respectable business people and likely to comply with disclosure orders.

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## Key debates

Topic	Interim orders
Academic/ author	Dockray and Laddie
Viewpoint	The nature of the order can be oppressive and have devastating impact on business or persons who have not had a full trial.
Source	Dockray and Laddie, ‘Piller Problems’ (1990) 106 LQR 601.
Topic	Search orders
Academic/ author	
Viewpoint	There may be a risk that orders made without the benefit of a full trial, especially when made without notice, could breach the United Kingdom’s obligations under the <b>European Convention on Human Rights</b> .
	<b><i>Chappell v UK (1990) 12 EHRR 1.</i></b>

## Exam questions

### Problem question

Hannah contracts with Ahmed to paint a portrait of her mother Joyce, for £5,000 contract price. Ahmed is Joyce’s favourite artist. It will be a present for Joyce’s birthday on 2 June. He begins the portrait but is then approached by Lars, who offers Ahmed £10,000, if Ahmed will stop the portrait of Joyce and paint Lars in his graduation gown by 1 June. Ahmed informs Hannah that he cannot complete Joyce’s portrait.

Hannah had given Ahmed Joyce's diary, containing intimate details of her mother's life, so he could get a 'feel' for her character. Joyce is a politician who is about to stand for re-election. The diaries contain details of several affairs that Joyce had during her life and some details of political indiscretions.

Hannah has been told by her friend that Ahmed has approached a national newspaper to sell some of these details. Ahmed has a bank account in this country and owns homes in Los Angeles and Switzerland.

Advise Hannah on any equitable remedies she may have.

**See the Outline answers section in the end matter for help with this question.**

## Essay question

The grant of *ex parte* equitable remedies is a breach of fundamental human rights. Discuss.

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## Online resources

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This chapter is accompanied by a selection of online resources to help you with this topic, including:

- An outline answer [\\_<https://iws.oup.support.com/ebook/access/content/mcdonald-concentrate8e-student-resources/mcdonald-concentrate8e-chapter-13-outline-answers-to-essay-questions?options=showName>](https://iws.oup.support.com/ebook/access/content/mcdonald-concentrate8e-student-resources/mcdonald-concentrate8e-chapter-13-outline-answers-to-essay-questions?options=showName) to the essay question
- Further reading [\\_<https://iws.oup.support.com/ebook/access/content/mcdonald-concentrate8e-student-resources/mcdonald-concentrate8e-chapter-13-further-reading?options=showName>](https://iws.oup.support.com/ebook/access/content/mcdonald-concentrate8e-student-resources/mcdonald-concentrate8e-chapter-13-further-reading?options=showName)
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- Looking for extra marks quiz [\\_<https://iws.oup.support.com/ebook/access/content/mcdonald-concentrate8e-student-resources/mcdonald-concentrate8e-chapter-13-looking-for-extra-marks?options=showName>](https://iws.oup.support.com/ebook/access/content/mcdonald-concentrate8e-student-resources/mcdonald-concentrate8e-chapter-13-looking-for-extra-marks?options=showName)
- Multiple choice questions [\\_<https://iws.oup.support.com/ebook/access/content/mcdonald-concentrate8e-student-resources/mcdonald-concentrate8e-chapter-13-multiple-choice-questions?options=showName>](https://iws.oup.support.com/ebook/access/content/mcdonald-concentrate8e-student-resources/mcdonald-concentrate8e-chapter-13-multiple-choice-questions?options=showName)

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