

Macleod, **CONSUMER SALES LAW** (2nd Edn)

14th e-Supplement (updated to 12.7.11)

Explanation

Since the 13th Supplement (dated 15.1.11), the pace of change within the scope of *Consumer Sales Law* has continued unabated.

There have been no statutory additions in the current period. Some statutory instruments relevant to this work have been promulgated, including: the Consumer Credit (Amendment) Regulations 2011 (SI 11); Electronic Money Regulations 2011 (SI 99); Food Labelling (Declaration of Allergens) Regulations 2011 (SI 402); Misuse of Drugs (Designation)(Amendment) Regulations 2011 (SI 447); Misuse of Drugs (Amendment) Regulations 2011 (SI 448); Seed Marketing Regulations 2011 (SI 463); Mutual Societies (Electronic Communications) Order 2011 (SI 593); Timeshare (Amendment) Regulations 2011 (SI 1065); Sunbeds (Regulation) Act 2010 (Wales) Regulations 2011 (SI 1130); Privacy and Electronic Communications (EC Directive) (Amendment) Regulations 2011 (SI 1208); Electronic Communications (Universal Service) (Amendment) Order 2011 (SI 1209); Electronic Communications and Wireless Telegraphy Regulations 2011 (SI 1210); Tobacco Advertising and Promotion (Display and Specialist Tobacconists) (Amendment) Regulations 2011 (SI 1256); Medicines (Miscellaneous Amendments) Order 2011 (SI 1327); Regulation of Investigatory Powers (Monetary Penalty Notices and Consents for Interceptions) Regulations 2011 (SI 1340); and the Food Additives (England)(Amendment)(No 2) Regulations 2011 (SI 1456).

On the courts front, the Court of Appeal in *Acre 1127 Ltd v De Montfort* unanimously rejected pleas of express or implied repudiation; and in *Brophy v HFC Bank* agreed with the usual analysis as to how a credit card agreement is made. Before the High Court, in *Barnes v Black Horse* it was held that a Code of Practice was not legally binding; in *Drake v Thos Agnew Buckley J* decided that a painting attribution was only an expression of opinion; *Harrison v Link Financial* decided the effect where, following a mass mailing, the creditor did not supply a copy of the credit agreement; in *OFT v Purely Creative Briggs J* decided the legal effect of prize draws; in *OFT v AMS Ltd Kitchen J* found an unfair commercial practice; and in *Southwark LBC v IBM Akenhead J* held that a licence to use a computer programme did not amount to a sale of goods. Other cases first reported in this issue include the following: *Andrews v SBJ Benefit Consultants*; *Axa Sun Life v Campbell Martin*; *CRJ Services v Lanstar*; *Close Bros v Pearce*; *Croyden LBC v Pinch a pound*; *Helden v Strathmore*; *Immingham Storage v Clear*; *McCain Foods v Eco-Tec*; *McGowan v Gold Bros*; *Mainline Private Hire v Nolan*; *Moria v Bednash*; *Novasen v Alimenta*; *North Shore v Anstead*; *Phoenix Recoveries v Kotecha*; *R (on the application of BBA) v FSA*; *Robinson v PE Jones*; *Spenser v Franses*; *Sinclair Collis v Secretary of State*; *Visa Europe v EU*; and *Wincanton v Garbe*.

From 1947, the increasing development of new English law generally led to the production of the monthly hard-copy publication *Current Law*. However, with the vastly increased pace of change in the twenty-first century, monthly hard-copy has proved especially inadequate to cope with consumer law: a more frequent and speedy internet survey of sources was required. Your author wishes therefore to acknowledge the great assistance he has received from the (at least weekly) emailed *Retail Lending Update*, produced by a specialist team at solicitors Addleshaw Goddard LLP. These valuable summaries of new developments include frequent hyperlinks to diverse internet source material; and numerous references to these source materials will be found in this Supplement.