

Break Clauses

Second Edition

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AUTHORS' PREFACE TO THE SECOND EDITION

It is a commonplace with a textbook that the progeny is larger than the forebear. This book is an extreme example of that tendency. Although there have been a large number of cases concerned with aspects of break clauses in the last few years, the blame for the growth lies on the shoulders of the authors, not the judges. Further thoughts, plus readers' suggestions, have added topics, and even some new chapters. Really, the book has undergone a substantial re-write.

Case-law since the first edition has tended to emphasise the importance of strict compliance with the conditions in a break clause, and the content of the break notice. The many cases dealing with the former are discussed in Chapters 9 and 10. Prominent amongst the cases emphasising the importance of the careful drafting of a break notice is the Court of Appeal decision in *Henderson v Merrett Syndicates Ltd* [2014] 2 P&CR 5.

One topic which now justifies its own chapter is the recovery of 'overpaid' rent and other sums. The recent decision of the Supreme Court in *BNP Paribas v G* (J) Ltd [2015] 3 WLR