

Anglia Television Ltd v Reed [1972] 1 QB 60

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Facts

- A company had a contract with Oliver Reed to act in a film that they hoped would be very profitable
- Early in filming, Oliver couldn't finish filming because he was an alcoholic and may well have died.
- In doing so, the TV company lost a lot of money that it had spent getting the film set ready etc
- But they could not prove how much profit they were going to make because it was too uncertain

Held

- The TV company was entitled to damages for the money they had expended.
- However these were not *reliance* damages, they were still expectation damages, because the company had expected it would get them back (and more)
- There is no such thing as reliance damages at Australian law.
- The onus of proof was on Reid to show that the movie would not have made enough profit to get back the expenditure

Law case summary from www.lawcasesummaries.com