

Baltic Shipping v Dillon (1993) 176 CLR 344

<http://lawcasesummaries.com/knowledge-base/baltic-shipping-v-dillon-1993-176-clr-344/>

Facts

- Dillon was a passenger on a cruise
- The cruise ship sank
- She sued the operators for breach of contract and total lack of consideration.
- She sued for damages to her property, and also distress.

Held

- There was not a total failure of consideration due to 5 of 14 days
- Damages can be awarded not just for physical loss
- Damages can be awarded where the loss undermines the point of the contract; e.g. a cruise where the point is to enjoy it.
- Quote: "damages for disappointment and distress are not recoverable unless they proceed from physical inconvenience caused by the breach or unless the contract is one the object of which is to provide enjoyment, relaxation or freedom from molestation."

Law case summary from www.lawcasesummaries.com