Actions under the rule of *Rylands v Fletcher* annotated problem question

Grab-and-Buy supermarket owns land on which it has built a huge two-storey metal-framed customer car park. One day, after extremely stormy weather with strong winds and heavy rain, the top level of the car park buckles; some of the metal railing breaks free and falls onto the neighbouring petrol station, owned by Low-Price-Pumps. The impact damages the pumps and injures one of Low-Price-Pumps’ customers. Furthermore, water that had collected on the upper level of the car park due to an inadequate drainage system pours on to Low-Price-Pumps, flooding the forecourt of the petrol station. The station has to close two days, causing £10,000 loss of profit.

Low-Price-Pumps spends £50,000 having the forecourt cleaned and making safe the pumps. Grab-and-Buy argues that damage to the pumps caused by high winds is something that Low-Price-Pumps could and should have insured against.

Advise the parties.

LPP’s first claim is for property damage

LPP is the claimant here. The first question to ask is whether they have standing to take a claim (Transco confirmed that this is a requirement in *Rylands v Fletcher* claims) as it is in nuisance (following Hunter).

If there is a possibility that liability can be established, can GAB use the stormy weather as a defence?

Does this suggest an alternative action in negligence?

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Would the customer be able to sue for their personal injuries under *Rylands v Fletcher*? If not, is there any other route they could take? Negligence is usually the best chance for personal injury claims but is there any evidence of negligence on the part of GAB here? The claimant would need to establish duty, breach and causation—would there be a problem doing so? Alternatively, if LPP have to pay the customer compensation, would it be able to claim this from GAB in its *Rylands v Fletcher* claim?

Is this a relevant argument? See discussion of the role of insurance in *Transco*.

Do these harms meet the foreseeability requirement from *Cambridge Water*?

These are the losses LPP will be claiming (possibly in addition to a claim representing the cost of compensating their customer for personal injury).

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