

**GIBSON DUNN – OSCOLA COMMERCIAL LAW  
MOOT PROBLEM**

*Trinity Term 2022*

*Written Submission Deadline: 14 May; Quarterfinals: 19-20 May; Semi-Finals: 21 May; Grand Final: 27 May*

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**IN THE SUPREME COURT OF THE UNITED KINGDOM**

BETWEEN:

**MR. BEN STAN (t/a STANAIR SERVICES)**

Appellant

– And –

**MR. JOHN YEP**

Respondent

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**STATEMENT OF AGREED FACTS**

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1. John Yep is a wealthy investor in the tech industry with a busy, jet-setting lifestyle. To facilitate his travel needs, he owns a private jet of the *Pacific* class, which he frequently flies on overseas trips.
2. On 1 March 2022 he was flying on his jet from New York to Frankfurt when he received news, mid-air when he was above the Atlantic Ocean, that Germany may have imposed sanctions against him, such that there was a real risk that his jet would be impounded upon landing.
3. Being a prudent man, John decided to land in England and travel on to Germany by a commercial flight. He instructed his pilot to land at a private airfield owned by Ben Stan to the south of London. John had landed at Ben's airfield a dozen times in the past few years, and on several occasions had had his plane refuelled and serviced by Ben's mechanics.
4. When John disembarked, he was greeted by Ben on the tarmac. Ben had heard about the possibility of sanctions and offered the use of his hangar for free on account of their longstanding relationship, which John gratefully accepts.

5. As Ben was walking John to his car, Ben noticed that the empennage of John's plane had been extensively damaged, likely by debris during a storm, such that the plane was unsafe to be flown in its current state. Ben told John about this.
6. John replied, "Is that so? Well, in that case I should probably get it fixed then." Before anything further could be said, John had to pick up an important call and left the airfield in his private car, with his phone to his ear.
7. After John had left, Ben arranged for his mechanics on staff to repair the empennage of John's plane. He then decided to go the extra mile and fully refuelled the plane and retouched the paintjob as the paint had begun flaking with age. This work was completed by 20 March 2022.
8. Ben did not hear from John until 1 April 2022, by which point many more countries had imposed sanctions on John and had threatened to impound his jet if it lands in their jurisdiction. On 1 April 2022 John calls Ben, informing him that he had sold his jet earlier that day, and that the new owner will be picking it up from the airfield.
9. Ben agrees, and invoices John for the following expenses:
  - a. £200,000 for repairing the empennage
  - b. £10,000 for refuelling the plane
  - c. £50,000 for refreshing the paint
10. John refuses to pay, claiming that he never agreed to Ben making any repairs or improvements. Indeed, he had sold the plane at a heavy discount, believing it to still be in the state that it was in on 1 March 2022.
11. After all attempts at ADR fail, Ben commences proceedings against John in the High Court for breach of contract, or in the alternative, unjust enrichment.
12. On 15 April 2022 Yeansh J delivered a judgment against Ben, with the following findings:
  - a. The Claimant's action in contract for the price of refuelling and repainting the plane is wholly without merit, because there was neither offer nor acceptance. I further find that there was no contract between the parties for the repair of the empennage, because the Defendant's statement was too ambiguous to constitute a valid acceptance. I am unpersuaded by Counsel for the Claimant's arguments relating to previous dealings between the parties; nor do I find that a contract had arisen on any ground.
  - b. The Claimant's action in unjust enrichment is legally challenging, and I was greatly assisted by the able argument of both Counsel. I believe I am bound by Lord Denning MR's statement in *Greenwood v Bennett* [1973] QB 195 that "a man is not entitled to compensation for work done on the goods or property of another unless there is a contract express or implied"; the action therefore fails. I must stress that

this has been a difficult decision; it seems harsh on the Claimant that he should get nothing for doing work that appears to me to have been incontrovertibly beneficial.

13. In light of the above, Yeansh J decided that the issues of law are of general public importance, and with the Court of Appeal being bound by its own previous decisions, he has granted Ben Stan a “leapfrog” certificate under the Administration of Justice Act 1969, section 12, permitting him to appeal directly to the Supreme Court on the following grounds:
  - a. That on the facts, a valid contract had arisen between the parties; and
  - b. That on the facts, a claim in unjust enrichment can succeed.