

13.3.2 Restrictions on the right to affirm

Page 517, para (ii) at end, **insert** –

In *Reichmann v Gauntlett* ([2006] EWCA Civ 1659) a landlord was allowed to affirm and sue for unpaid rent where the tenants, a firm of solicitors shut down by the Law Society, had no further use for the premises. The court found that the landlord had a legitimate interest in affirming the contract since he foresaw difficulties in re-letting the property and could not be sure that English law would allow recovery of damages for loss of future rent. Lloyd LJ agreed that a claimant would only be barred from affirming a contract in a very limited category of cases where an election to keep the contract alive would be ‘wholly unreasonable’ and damages would be an adequate remedy.