



## **Andrew Burrows**

**Call:**  
1985

**QC:**  
[Hon, 2003]

**Date of Birth:**  
17 April 1957

**Email:**  
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### **Practice Areas:**

Andrew Burrows is a door tenant at Fountain Court available to take work on an occasional basis. He is the Norton Rose Professor of Commercial Law in the University of Oxford. Through Fountain Court he has given advice on wide-ranging issues of commercial and common law and has been junior counsel in a number of reported cases. He is particularly well-known as an expert on the law of restitution and for his work as a Law Commissioner which led, for example, to the Contracts (Rights of Third Parties) Act 1999.

### **Education:**

Prescot Grammar School  
Brasenose College, Oxford  
Harvard Law School

### **Prizes & Scholarships:**

Martin Wronker Prize for the best result in Law Finals 1978  
Harkness Fellow, 1980-81  
SPTL Prize for Outstanding Legal Scholarship for *The Law of Restitution* (1993)

### **Appointments:**

Norton Rose Professor of Commercial Law, University of Oxford  
Recorder on the South-Eastern Circuit  
Honorary Bencher of the Middle Temple  
Ogden Working Party (responsible for *Actuarial Tables for Use in Personal Injury and Fatal Accident Cases*)  
Judicial Studies Board 2003  
Civil Committee of the Judicial Studies Board 1999-2003



Law Commissioner for England and Wales (1994–1999) (in charge of the 'common law' projects which included, eg, Privity of Contract, Damages for Personal Injury and Death, Joint and Several Liability, Limitation of Actions, Illegal Transactions)

## **Other Qualifications:**

MA (Oxon) in Jurisprudence (First Class)

BCL (First Class)

LLM (Harvard)

## **Professional Experience:**

Andrew Burrows is a barrister with experience of a wide variety of areas of commercial law .

## **Recent Practice:**

### ***Commercial Litigation: \*\****

*Baird Textile Holdings Ltd v Marks & Spencer plc* [2002] 1 All ER (Comm) 737, CA (Acted for Marks & Spencer. Certainty in contracts; promissory estoppel distinguished from estoppel by convention and proprietary estoppel)

*Dimond v Lovell* [2002] 1 AC 384, HL

(Acted for defendant. No damages against defendant where car supplied under unenforceable consumer credit agreement; no restitution for the value of the car.)

*Westdeutsche Landesbank Girozentrale v Islington BC* [1994] 1 WLR 938, CA

(Acted for Islington. Restitution under void interest-rate swap transactions. Islington subsequently successfully appealed to the House of Lords against the award of compound interest.)

*Overseas Union Insurance Ltd v Incorporated General Insurance Ltd* [1992] 1 Lloyds Rep 439, CA

(Acted for the claimants. Illegal contracts. Service out of the jurisdiction)

## **Publications: \*\***

*The Law of Restitution* (2<sup>nd</sup> edn , 2002))

*Remedies for Torts and Breach of Contract* (3rd edn, 2004)

*Understanding the Law of Obligations* (1998)

*Cases and Materials on the Law of Restitution* (with McKendrick, 1997)



Fountain Court

*Clerk and Lindsell on Torts*, chapters 29–33

*Chitty on Contracts*, chapters 17, 19, 28

*Scrutton on Charterparties* (co-editor, 20<sup>th</sup> edn, 1996)

*English Private Law* (ed Birks) chapter 18 (Judicial Remedies)

*Commercial Remedies* (ed with Peel, 2003)

*Mapping the Law* (ed with Lord Rodger of Earlsferry, 2006)

Many articles on contract, tort and restitution.