

Lexis Advance[®]

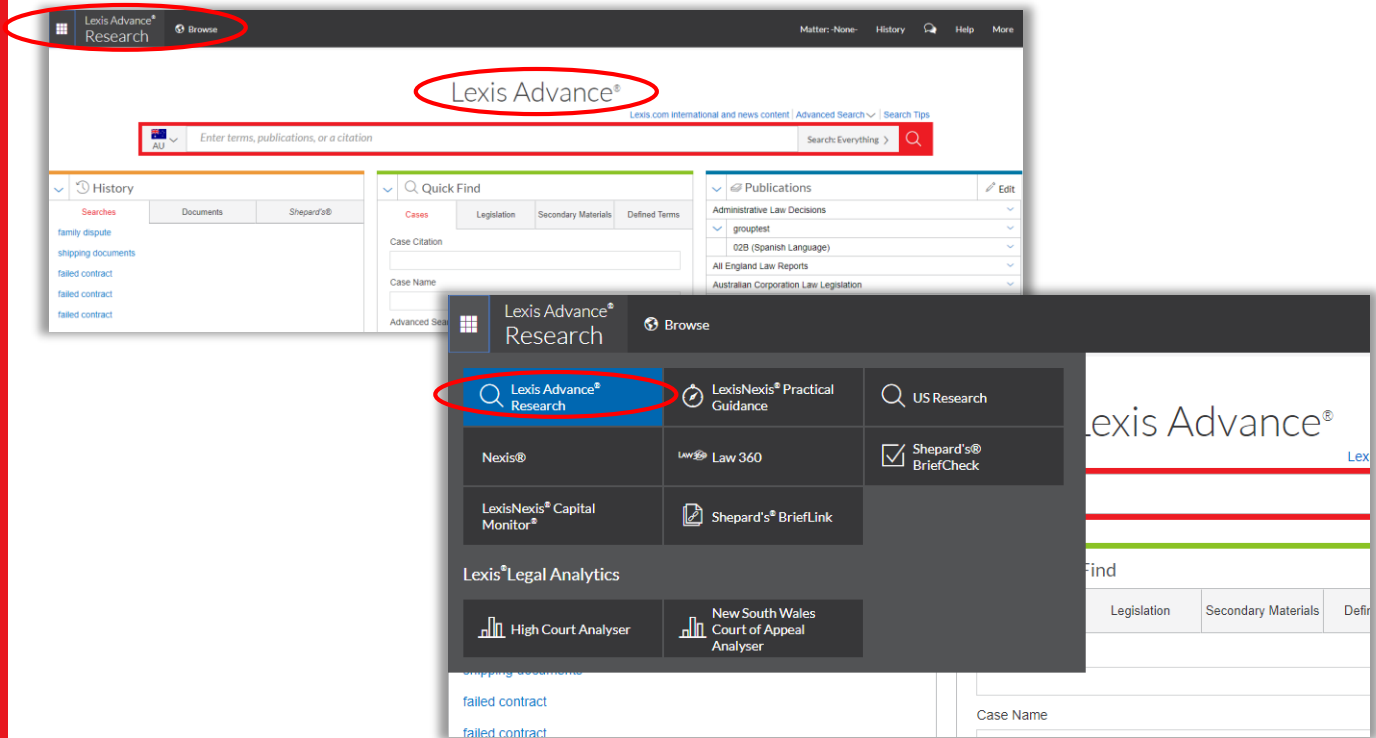
12 October 2019 Release notification

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Branding Change

Lexis Advance Pacific is changing to “Lexis Advance” on the AU homepage, navigation bar and product menu.



Practical Guidance Breadcrumb Trail Updated

The Practice Area module name added to the start of the Breadcrumb Trail.

The screenshot displays the LexisNexis Practical Guidance interface. At the top, there is a navigation bar with the LexisNexis logo, the text "Practical Guidance", a "Practice Areas" dropdown menu, a search bar with the placeholder "Search this practice area", and a selected practice area "AU Banking & Finance" with a search icon. Below the navigation bar, the breadcrumb trail is shown as "AU Banking & Finance / Asset finance / Asset finance structures". The "AU Banking & Finance" link is circled in red. Below the breadcrumb trail, there is a sidebar with a "Snapshot" section and a main content area. The sidebar contains links for "Guidance", "Commentary", "Cases", "Legislation", "Forms", "Precedents", and "Other Resources". The main content area is titled "Snapshot" and contains a list of items, with the first item being "1. Overview – Asset finance structures". The content of this item includes a definition of asset finance, a summary of the guidance note, a list of asset finance products (operating leases, finance leases, hire-purchase agreements, and chattel mortgages), and a link to "What is asset finance?".

Switch to Lexis Advance® Research here

LexisNexis®
Practical Guidance

Practice Areas

Search this practice area

AU Banking & Finance

AU Banking & Finance / Asset finance / Asset finance structures

Asset finance structures | Actions

Snapshot

Guidance

Commentary

Cases

Legislation

Forms

Precedents

Other Resources

Snapshot

1. Overview – Asset finance structures

What is asset finance?

Asset finance is a term that is often used by banks and leasing companies to describe a product offered to a customer under income derived by the bank or lessor (usually described as rent payable or principal and interest due) is used to finance the asset or the cost to the lessor or owner of the asset.

This guidance note defines terms such as asset finance (versus asset-based finance) and residual value. It summarises the types of asset finance products most commonly used in Australia:

- operating leases;
- finance leases;
- hire-purchase agreements; and
- chattel mortgages.

See [What is asset finance?](#)

Determining which asset finance product is suitable

By asking questions about the asset and how the customer intends to use it, we can arrive at a decision as to whether an as

LawNow Plus/LexCite – Search Within

In August 2019, we added a new search field to CaseBase tables which helps users cut through the volume of full text cases to short-list judgments relevant to their research. When the user enters a search term, the contents of the table will be filtered to show only the cases that contain the user's term in either the full text judgment or the CaseBase document relating to the judgment.

In the October release, this feature will be added to the cases table in LawNow Plus Legislation Citator and LexCite documents.

The screenshot shows a web interface for a legal document titled "Document: s 51. Legislative powers of the Parliament [see Notes10and11] | Actions". The page displays a table of cases with a search filter applied. The search term "quarantine" is entered in the "Search full text of documents in this table" field. The results show 53 cases, with the first case being "Construction Industry Training Board v Transfield Services (Australia) Pty Ltd". The original total of 1148 cases is shown at the top of the table, and the new total of 53 cases is shown below the search filter.

Original total of cases (1148)

New search field

User's search term

New total of cases, after search term applied (53)

Search Results: 'Does not contain' & 'Include all terms'

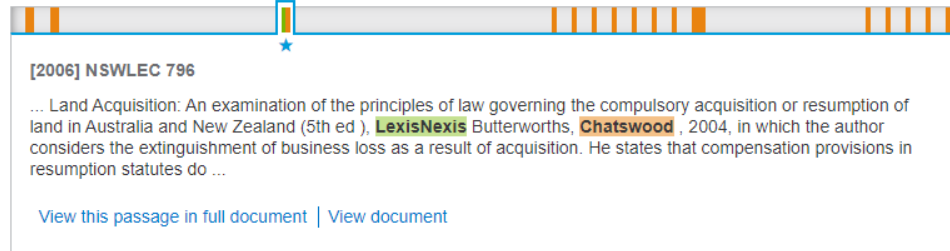
If search results are returned which do not contain one of the user's terms, the missing term is indicated via strike through and the user is given the option to re-run the search including all terms as mandatory elements in the query.

2. McDonald's Australia Ltd v Transport Infrastructure Development Corp

CaseBase | [\[2006\] NSWLEC 796](#) | [BC200610758](#)

Real property — Compulsory acquisition — Determination of compensation — McDonald's restaurant

Judgment



[2006] NSWLEC 796

... Land Acquisition: An examination of the principles of law governing the compulsory acquisition or resumption of land in Australia and New Zealand (5th ed), [LexisNexis](#) Butterworths, [Chatswood](#) , 2004, in which the author considers the extinguishment of business loss as a result of acquisition. He states that compensation provisions in resumption statutes do ...

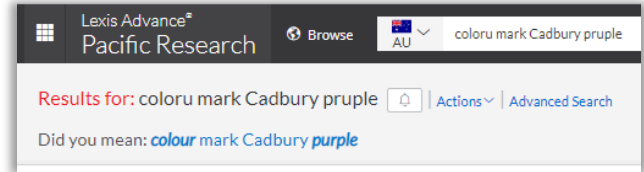
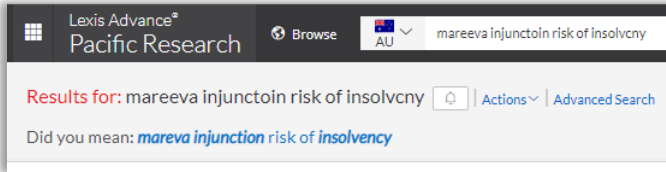
[View this passage in full document](#) | [View document](#)

Jurisdiction
NSW
Court
NSWLEC
Judgment Date
21 Dec 2006

Does not contain: ~~aardvark~~ | [Include all terms](#)

Search: 'Did You Mean' (DYM) enhancement

The suggested search term will appear as a link so the user can quickly re-run the search.



The feature is designed to address unambiguous misspellings. Context is not a factor so:

- a correct spelling which is incorrect in context with other terms will not trigger a DYM; and
- an ambiguously misspelled word may trigger an 'incorrect' DYM (eg 'sexual conctrc' => 'sexual contract').

Scope for the feature:

- Capitalised words are excluded to help prevent false positives for case names/ parties.
- Other punctuation-based exclusions include: quoted terms, terms containing a dash/ hyphen, part of a query ending with a period (.), words containing wildcards (!)/(*).
- UK/AU spellings are suggested. Correct US spellings are not treated as incorrect and should not trigger a DYM.
- If a word is too badly spelled it will not trigger a DYM.
- Single word coverage is limited.
- Non-English language coverage is limited (ie. Latin or French legal phrases): 'terra nullius' won't trigger a DYM but searching 'terra nullyus' triggers 'DYM terra nucleus'.

UK Cases: Court and Judgment Date added to Search Results View

2. [Crawford Adjusters v Sagicor General Insurance \(Cayman\) Ltd](#)

[Overview](#) | [\[2013\] UKPC 17](#) | [\[2014\] AC 366](#) | [\[2013\] 4 All ER 8](#) | [\[2013\] 3 WLR 927](#) | [83 WIR 157](#) | [\[2013\] 5 LRC 741](#) | [\[2013\] All ER \(D\) 38 \(Jul\)](#)

TORT - ABUSE OF PROCESS — ACTIONABLE ABUSE OF PROCESS — MALICIOUS PROSECUTION — ACTIONABLE MALICIOUS PROSECUTION — ELEMENTS OF **TORT** — APPELLANT BEING SUBJECT OF WITHDRAWN CIVIL CLAIM ALLEGING DECEIT AND CONSPIRACY — APPELLANT BRINGING UNSUCCESSFUL CLAIMS FOR ABUSE OF PROCESS AND MALICIOUS PROSECUTION AGAINST RESPONDENT — APPELLANT APPEALING — WHETHER ELEMENTS OF **TORTS** ESTABLISHED

...**tort** of malicious prosecution has never been held to be available beyond the limits of criminal proceedings and special instances of abuse of civil legal process". In response to the appellants' invitation to extend the ambit of the **tort**, Lord Steyn declined to extend them to disciplinary proceedings: pp 428-432. And, while recognising that there was a stronger case for extending them to civil actions, he declined to do so for "essentially practical reasons", namely that "any manifest injustices ...

Court
United Kingdom Judicial Committee of the
Privy Council
Judgment Date
13 Jun 2013

3. [Metall und Rohstoff AG v Donaldson Lufkin & Jenrette Inc](#)

[Overview](#) | [\[1990\] 1 QB 391](#) | [\[1989\] 3 All ER 14](#) | [\[1989\] 3 WLR 563](#) | (1989) Times, 2 February

CONFLICT OF LAWS - **TORTS** - JURISDICTION WITH REGARD TO **TORTS** - LOCATION OF **TORT**—FACTORS TO BE CONSIDERED

... **tort** as the **tort** of procuring a breach of trust was a passage from the section of Clerk & Lindsell on **Torts**, 15th ed., p. 711, para. 15-06, dealing with the **tort** of procuring a breach of contract: "Civil liability, however, is not restricted to breach of contract. It is wrongful knowingly and intentionally to induce a breach of an equitable obligation, such as a director's

Court
England and Wales Court of Appeal, Civil
Division
Judgment Date
27 Jan 1989

Halsbury's Laws of England – Breadcrumb Trails

A Breadcrumb Trail has been added to the Document View to enable the user to quickly identify the location and context of documents within *Halsbury's Laws of England*.

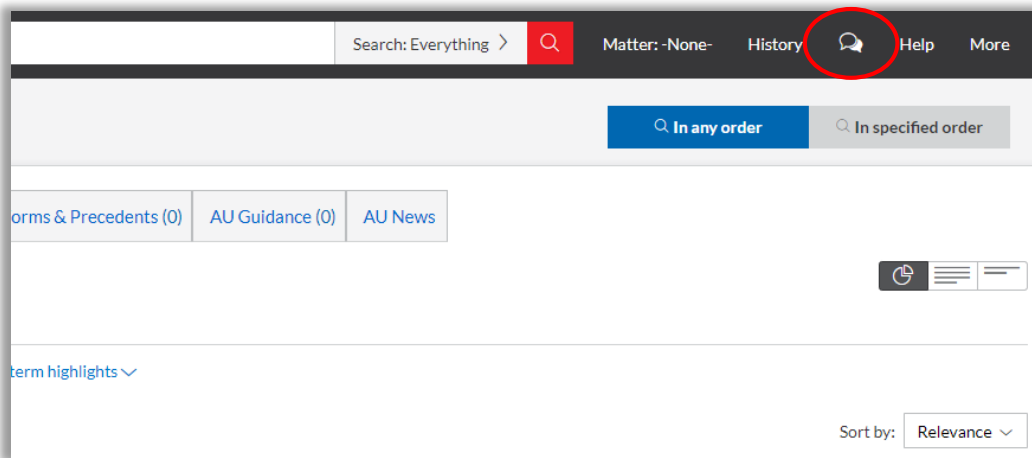
The screenshot shows a legal document page with a breadcrumb trail at the top: [Halsbury's Laws of England](#) > [Conflict of Laws \(Volume 19 \(2011\)\)](#) > [7. Non-contractual Obligations](#) > [\(3\) Torts Governed by the Private International Law \(Miscellaneous Provisions\) Act 1995](#). The breadcrumb trail is circled in red. Below the breadcrumb trail is the section header: **666. Maritime torts and torts in aircraft.** The main text of the section begins with: [Part III](#) of the Private International Law (Miscellaneous Provisions) Act 1995¹ has no effect on any rule of law (including rules of private international law) except those specifically abolished by the Act². The text continues: Accordingly, since the Act makes no express provision for **torts** committed at sea, whether in territorial waters or on the high seas, or for **torts** committed in aircraft³, the general choice of law rule of the Act⁴ will apply to these **torts** if they were previously governed by the double actionability rule at common law⁵. However, if certain **torts** committed on ships and in aircraft were governed not by the double actionability rule but by special rules of the conflict of laws, these special rules will continue to apply⁶.

Footnotes:

- ¹ Ie the [Private International Law \(Miscellaneous Provisions\) Act 1995 Pt III](#) (ss 9–15B).
- ² [Private International Law \(Miscellaneous Provisions\) Act 1995 s 14\(2\)](#). The 'double actionability' rule (and the exceptions to it), which governed the choice of law for **torts** committed abroad, was specifically abolished by the [Private International Law \(Miscellaneous Provisions\) Act 1995](#): see [PARA 662](#).
- ³ There is no English authority on the law applicable to claims arising from aerial **torts**, but it is submitted that case law relating to ships may be applied by analogy. For a discussion of how the various problems that arise from aerial **torts** might be solved see [Dicey, Morris and Collins The Conflict of Laws](#) (14th Edn, 2006) paras 35-077–35-080 (pp 1932–11934).
- ⁴ As to the general rule see [PARA 663](#).
- ⁵ The 'double actionability' rule was thought to apply to claims made in an English court in respect of a wrong done on a ship (or on a structure such as an oil rig) in foreign territorial waters: [The Halley \(1868\) LR 2 PC 193](#); [Carr v Francis Times & Co \[1902\] AC 176](#), HL; [Mackinnon v Iberia](#)

Improved Chat Accessibility

Live Chat accessible via the Navigation Bar



User Experience Survey

A user experience survey will appear as a footer on Lexis Advance from the 11th of October. The data collected is anonymised and used to test our assumption about what constitutes a successful research session so we can create metrics are research success within Lexis Advance.

- From October the survey will appear for 10% of research sessions and over the next three months will be rolled out to appear for every user within a 90 day period.
- The survey appears after 3 meaningful interactions per session regardless of length of time (eg. Search, document access)
- If the user hits Dismiss the survey disappears for 90 days
- If the user hits Snooze, the survey disappears for 2 minutes
- In the interest of collecting comprehensive data, there is no opt-out mechanism.

Your feedback helps us make LexisNexis better for you. How was your visit to LexisNexis today? Successful Unsuccessful How easy was it to complete your task? Very Easy Easy Hard Very Hard **Snooze for 2 mins** **Dismiss**

- The user is invited to rate their session **Successful/Unsuccessful**, and express how easy it was to complete their task by selecting the relevant **description/emoji**. When the user clicks “send feedback” the user has the option to enter text or send the survey as is.

Your feedback helps us make LexisNexis better for you. How was your visit to LexisNexis today? Successful Unsuccessful How easy was it to complete your task? Very Easy Easy Hard Very Hard **Send Feedback**

Thank you for your response. Please provide any additional comments here: **Send Feedback** Dismiss

- There is a 1000 character limit for the optional text.
- For the survey to be received by LexisNexis, the user must click ‘Send Survey’ on the comments view.
- Once sent, the survey won’t reappear for 90 days.
- The data collected will enable LexisNexis to identify and prioritise usability and search opportunities.

For queries relating to this release notification, please contact your LexisNexis Relationship Manager or your Client Experience & Learning Consultant.

