

At 392:

“Several things
the counts in
which it is
remember.

word ‘obscene’
‘bawdy’. That
could have an
the minds of
an assumption of the



may be learnt from
the old indictments
important to

The first is that the
meant ‘lewd’ or
lewd publications
evil influence on
young people was
law; that they could also

be attractive to them was accepted as a fact, **as witness Shakespeare’s reference to ‘lascivious metres to whose venom sound the open ear of youth doth always listen.’** But, although an intent to deprave, corrupt and injure morals was always alleged as an element in the common law offence, that intent was, so far as I am aware always found from the nature of the publication and the fact of publication. If the matter of the publication was an offence against decency, it was assumed that its publication was subversive of the morals of the public or a section of the public and that it was with this intent that it was published.”

At 327:

“In interpreting Acts of Parliament it is not usual to accept metaphorical or transferred meanings. *Shakespeare speaks of chasing the royal blood ‘with fury from its native residence,’* and Milton speaks of ‘fish within their watery residence.’ But ‘a resident,’ in ordinary language, implies a person of flesh and blood --or, at the very least, an animal.”

AUSTRALASIAN TEMPERANCE GENERAL MUTUAL LIFE ASSURANCE SOCIETY LTD. v HOWE (1922) 31 CLR 290, Higgins J



At 96-97:

“The class is designated as those who ‘survive me and live to attain the age of 21 years.’ The verb here has an object- the person who speaks. It is used in an active or transitive, and not in a neuter or intransitive, sense. In the active sense to survive a person is, according to the dictionaries, to live longer than or beyond, to outlive or overlive, to outlast, that person; to exceed the person in the duration or continuance of existence. There the person is the object of the verb. Instances of this meaning are quoted, such as: **“I’ll assure her of “Her widowhood, be if that she survive me, “In all my lands and leases whatsoever.”-- Shakespeare.** “No wonder then if that he were depriv’d Of native strength, now that he them surviv’d.”--Spenser. When the verb is used in its intransitive or neuter sense, that is, not acting upon any specific object, the wider meaning of remaining alive or living on, or retaining force of operation, as the sense may require, will properly belong to it, and the following instances, among others, are given by the dictionaries: **“Those that survive let Rome reward with love.”-- Shakespeare”**

KNIGHT v KNIGHT (1912) 14 CLR 86, Barton J.

At 102:

“Finally, there is a part headed “Remedy” which reads: The applicant, Tanya LeStrange Edwards, is to be returned to employment at Telstra with no loss of status, wages or any other entitlements within five days of the date of this decision. The stress caused by the bumbling, unfeeling activities of the so-called “inquiry officer” and the “delegated employee” are enough punishment for the applicant’s one and only transgression. ***I commend Shakespeare’s The Merchant of Venice and especially Portia’s submission to the Doge “The quality of mercy is not strained...” to Telstra’s management.***”

EDWARDS v GIUDICE and OTHERS (1999) 169 ALR 89, Marshall J.



At 58:

“The term ‘market’ adopted by the Act (and picked up by the pleading) is a term of art in this area of law and economics. Its meaning does not equate with any of the concrete or metaphorical meanings of the word in other uses. Yet it was a fitting word to be adopted just because of the connotations it already had.

When, in As You Like It (Act III, Scene 5), Rosalind declared sarcastically that Phoebe should sell while she could since she was ‘not for all markets’, the jibe focused on the features required for the success of a ‘product’ in the relevant (in this case, Marriage) market. The lady, it was suggested, lacked the qualities to be competitive in the market, though Shakespeare’s rendition is more interesting! What is important for present purposes is that competition is indeed the key.”

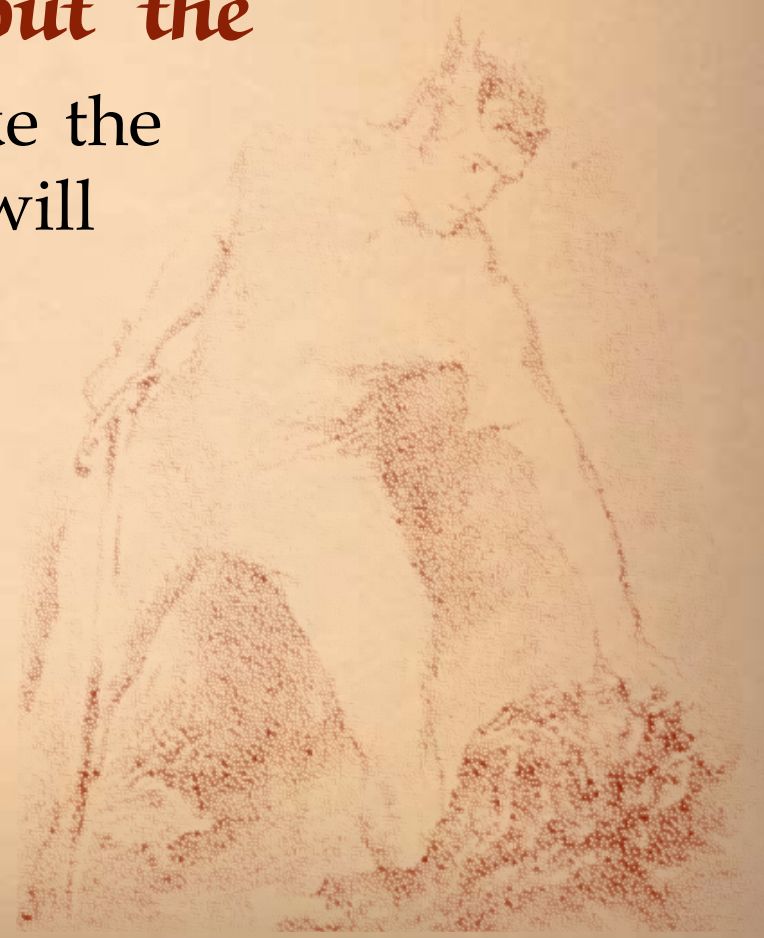
NEWS LTD v AUSTRALIAN RUGBY
FOOTBALL LEAGUE LTD and
OTHERS (1996) 135 ALR 33, Burchett J



At [1]:

“This unfortunate conflict between neighbouring householders over a small strip of land could have been resolved by them without litigation, at a great saving of their money, time and attention, and with a better contribution to peace and order than I can make. The land claimed has an area of about 23.25 square metres and an agreed valued \$45,000. Few people would to go Chancery over a piece of land like this. *As in Shakespeare's Hamlet Act IV, Scene 4, “We go to gain a little patch of ground That hath in it no profit but the name.”* The Courts of Justice, like the Ritz Hotel, are open to all, and I will give my judgment.”

SEYFFER v ADAMSON (Unreported, New South Wales Supreme Court, Bryson J, 11 December 2001)



At 43:

“For Mr Eittingshausen, *Shakespeare was invoked with great power by his advocate. The court was reminded that the reputation was the purest treasure.* That the jury were entitled to assess the impact of the loss of it on Mr Eittingshausen as they evaluated him. Clearly, he made a good impression on the jury.”

AUSTRALIAN CONSOLIDATED PRESS LTD v ETTINGSHAUSEN
(Unreported, Supreme Court of New South Wales, Gleeson CJ, Kirby P and
Clarke JA, 13 October 1993), Kirby P



At 492 (with regard to the assessment of cosmetic injuries):

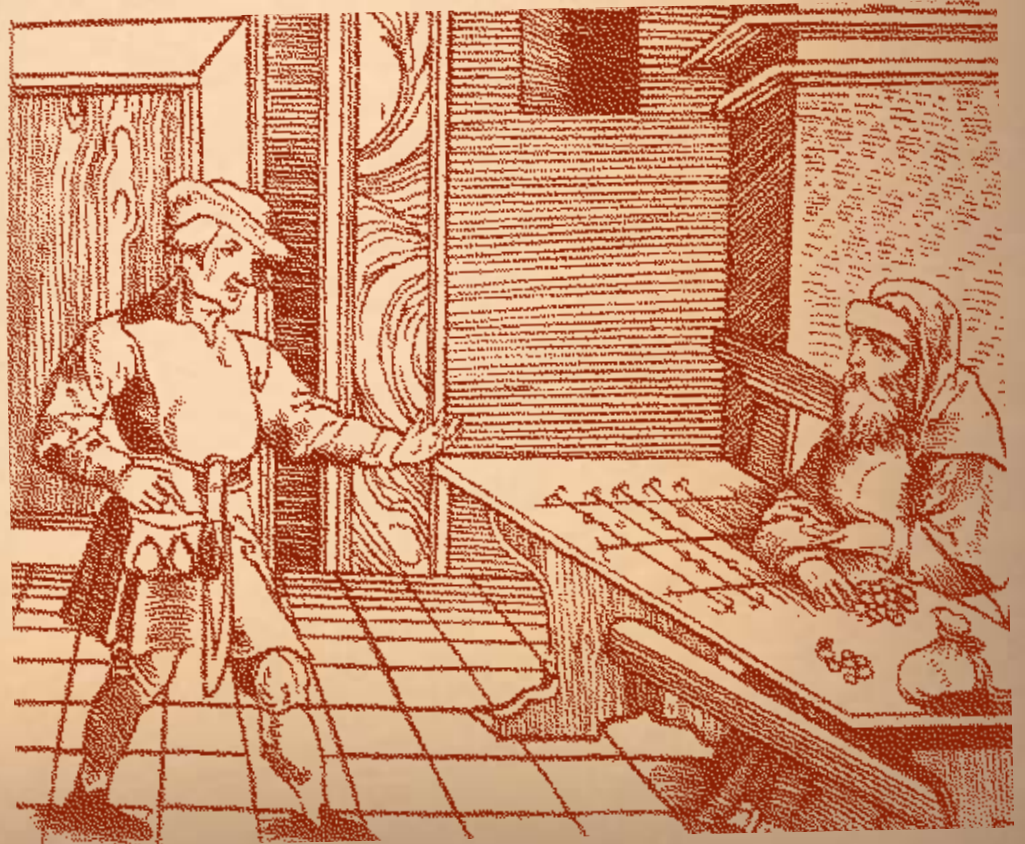
“But with a few dissenting voices, the appreciation of beauty in human appearance has been expressed by virtually every philosopher and every writer of literature. **Shakespeare in the Rape of Lucrece declared that: “Beauty itself doth of itself persuade the eyes of a men without an orator.”**”

RALEVSKI v DIMOVSKI AND ANOTHER (1986) 7 NSWLR 487, Kirby P.



“True it is that the plaintiff hoped to get a high, perhaps a very high, price for its notes because of something unrelated to the underlying value of the notes - the special needs of the purchaser as regards the affairs of the Smorgon group. There is evidence that it hoped to obtain and, I think I may say, sought to obtain as much as \$20 per note. But is this “barely honest dealing” (using the Concise Oxford definition of sharp practice), or (taking the milder test of a meaning of “sharp” given in the Oxford proper) does it bespeak a person quick to take unfair advantage of others? ***Like Shakespeare’s Pinch, a “hungry, lean-fac’d villain”, a “hollow-ey’d, sharp-looking wretch”***. Of course I am not here to construe the phrase used by Mr Myers, “sharp practice”. I am asking whether the plaintiff has the clean hands demanded by equity...”

ANZ EXECUTORS AND TRUSTEES
Ltd v HUMES Ltd [1990] VR 615,
Brooking J



At [39]:

“The circumstance numbered (vii) refers to the verbal distinction between “spear pump” and “spear pump system”, which has already been disposed of in these reasons. As to circumstances mentioned in (i), **it will be recalled that the “scorns” that patient merit of the unworthy takes were long ago identified by Shakespaere as one of the many common burdens of daily life.** Given, however, the specific finding made by his Honour, it may be accepted that circumstance (i) represents a possible, if distinctly slender, foundation for inferring malice on the part of Mrs Anthony against Mrs Rockett. On any view, however, it ranks well down the scale of evidence capable of supporting an inference of actual spite of ill will of the kind required by s 16(2).”

ANTHONY v ROCKETT [1999]
QCA 434, McPherson JA, Thomas
JA, Ambrose J