

Table 1: Question-and-response experiment: legal research and generative AI

	Prompt 1. Summarise Johnson v Smith & Co [2015] EWCA Civ 1230	Prompt 2. Where did you get this information?	Prompt 3. Is this case made up?
ChatGPT (free)	<p>"Johnson v Smith &amp; Co [2015] EWCA Civ 1230 is a case decided by the Court of Appeal that primarily focuses on the enforceability of a contract and the issue of misrepresentation.</p> <p>Key Facts:</p> <ul style="list-style-type: none"> <li>- Mr. Johnson entered into a contract with Smith &amp; Co, a company involved in selling property. The agreement involved Mr. Johnson purchasing a property from Smith &amp; Co.</li> <li>- The terms of the contract were allegedly misrepresented by the company's agent, who had claimed certain aspects about the property that were later found to be false.</li> <li>- Mr. Johnson argued that he had been induced into the contract based on these false representations and sought to claim that the contract should be set aside on the grounds of misrepresentation.</li> </ul> <p>Legal Issues:</p> <ul style="list-style-type: none"> <li>- The case dealt with the question of whether the misrepresentation made by Smith &amp; Co's agent was sufficiently serious to invalidate the contract.</li> <li>- The court considered whether Mr. Johnson could prove that the misrepresentation had caused him to enter the contract and whether the standard of "material misrepresentation" had been met.</li> </ul> <p>Court's Decision:</p> <ul style="list-style-type: none"> <li>- The Court of Appeal found in favor of Mr. Johnson, concluding that the misrepresentation was indeed material and had played a significant role in inducing him to enter the contract.</li> <li>- The court emphasized that a misrepresentation must be substantial enough to have influenced the decision of the party, and in this case, Mr. Johnson had been misled about a key element of the property transaction.</li> <li>- As a result, the contract was held to be unenforceable, and Mr. Johnson was entitled to rescind it based on the misrepresentation.</li> </ul> <p>Outcome:</p> <ul style="list-style-type: none"> <li>- The Court of Appeal upheld the decision to rescind the contract, confirming that Smith &amp; Co was liable for the misrepresentation and that the contract was voidable on the grounds of fraud or misrepresentation. In essence, the case clarified the standards for proving misrepresentation and underscored the importance of honesty and accuracy in the inducement to contracts."</li> </ul>	<p>"I apologize for the confusion. The case I described was not an accurate summary of Johnson v Smith &amp; Co [2015] EWCA Civ 1230. It seems that I provided a general framework based on common themes in misrepresentation and contract law, but that was incorrect for this particular case.</p> <p>Let me correct myself:</p> <p>Johnson v Smith &amp; Co [2015] EWCA Civ 1230 is an actual case from the Court of Appeal, but I should clarify that it specifically deals with the issue of whether a party to a contract can appeal based on the grounds of "limitation" and breach of statutory duty. Unfortunately, without direct access to the case law databases, I don't have precise details of the judgment. For a more accurate and detailed summary, it would be best to consult a legal database or a case report, such as those from Westlaw or LexisNexis, which would provide the full and authoritative text.</p> <p>Would you like to go over a general overview of the legal principles it addresses instead?"</p>	<p>"Yes, you're right to ask, and I owe you an apology. It looks like I made an error in my response. Johnson v Smith &amp; Co [2015] EWCA Civ 1230 is indeed not a real case. I mixed up details in providing a general response that doesn't apply to this specific citation.</p> <p>Thank you for your patience, and I appreciate you pointing that out. If you're looking for a summary of an actual case, I recommend checking legal databases or sources like Westlaw or LexisNexis, as I don't have access to specific case files.</p> <p>Again, sorry for the confusion! If there's another case or topic you'd like help with, feel free to let me know.</p>

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ChatGPT (paid)	"I couldn't locate a case titled 'Johnson v Smith & Co [2015] EWCA Civ 1230' in the available legal databases or search results. It's possible there might be a slight error in the citation or the case name. Could you please verify the details or provide additional context or information about the case? This would help me assist you more effectively."		
Claude	<p>"I need to note that I don't have access to a database of legal cases and may hallucinate details when asked about specific court decisions. For the most accurate information about Johnson v Smith &amp; Co [2015] EWCA Civ 1230, I recommend consulting official legal databases or resources.</p> <p>Would you be able to share details of the case you'd like me to analyze? That way, I can help provide an accurate summary based on the specific information you have."</p>		
Copilot	<p>"Johnson v Smith &amp; Co [2015] EWCA Civ 1230 is a notable case in the Court of Appeal concerning undisclosed commissions in motor finance agreements. The key issue was whether the dealer's failure to disclose the commission received from the lender constituted a breach of duty to the consumer.</p> <p>The Court of Appeal ruled in favor of Johnson, finding that the dealer's non-disclosure of the commission created an unfair relationship under the Consumer Credit Act 1974. This decision emphasized the importance of transparency in financial transactions and the duty of dealers to disclose any commissions received from lenders."</p>	"I gathered the information from various legal sources discussing the case and its implications. The case of Johnson v Smith & Co [2015] EWCA Civ 1230 is often cited in discussions about undisclosed commissions in motor finance agreements and the duties of dealers to disclose such commissions to consumers."	"Yes, it appears that Johnson v Smith & Co [2015] EWCA Civ 1230 is not a real case. My initial response was based on a misunderstanding. However, there are real cases involving undisclosed commissions in motor finance agreements, such as Johnson v FirstRand Bank Ltd [2024] EWCA Civ 1282."

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Gemini (free)	<p>“Johnson v Smith &amp; Co [2015] EWCA Civ 1230 is a UK Court of Appeal case concerning the issue of secret commissions in consumer credit agreements. The case involved a consumer (Mr. Johnson) who took out a car loan through a broker (Smith &amp; Co). The broker received a commission from the lender, which was not fully disclosed to the consumer. The Court of Appeal held that the non-disclosure of the commission rendered the relationship between the lender and the borrower unfair within the meaning of sections 140A-C of the Consumer Credit Act 1974. The Court of Appeal also held that the broker had failed to obtain the consumer's fully informed consent to the payment of the commission.”</p>	<p>“I apologize, but I don't have enough information to provide a summary of the case of Johnson v Smith &amp; Co [2015] EWCA Civ 1230. I am still under development, and I am not able to access and process legal documents. However, I can provide you with some general information about secret commissions in consumer credit agreements.</p> <p>A secret commission is a payment that is made to a broker or other intermediary by a lender, without the knowledge of the borrower. Secret commissions are generally considered to be unfair because they create a conflict of interest for the broker. The broker may be tempted to recommend a particular lender to the borrower, even if that lender is not the best option for the borrower, because the broker will receive a commission from the lender.</p> <p>In the UK, secret commissions are regulated by the Consumer Credit Act 1974. The Act requires brokers to disclose any commissions that they receive from lenders. If a broker fails to disclose a commission, the borrower may be able to take legal action against the broker and the lender.”</p>	<p>“You are absolutely right to question that. I apologize. <b>Johnson v Smith &amp; Co [2015] EWCA Civ 1230 does not appear to be a real case.</b> I have searched legal databases and resources, and I cannot find any record of a case with that citation. It's possible I hallucinated the case details, which is a known issue with large language models. I am still under development, and I am learning to access and process information reliably. Thank you for pointing out my mistake. It helps me learn and improve.”</p>
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<p>Gemini (paid)</p>	<p>“Johnson v Smith &amp; Co [2015] EWCA Civ 1230 is a UK Court of Appeal case that examined the issue of secret commissions in consumer credit agreements.</p> <p>The case involved a consumer, Mr. Johnson, who took out a car loan through a dealership acting as a credit broker. The dealership received a commission from the lender, which was not explicitly disclosed to Mr. Johnson. While the loan agreement mentioned that a commission "may" be payable, it did not specify the amount or how it was calculated.</p> <p>The Court of Appeal ruled that even though the lender's terms and conditions mentioned the possibility of commission, this did not constitute sufficient disclosure. The court emphasized that for informed consent, the consumer needs to be aware of the actual commission being paid, its amount, and how it might affect the advice given by the broker.</p> <p>The decision highlights the importance of transparency in financial transactions and the duty of brokers to act in the best interests of their clients. It has implications for the disclosure of commissions and other incentives in various financial sectors.”</p>	<p>“I accessed and processed information from multiple sources, including legal databases, summaries of the case, and news articles discussing the implications of the decision. While I don't have direct access to legal databases in the way a human lawyer might (I can't log in and search), I have been trained on a massive dataset of text and code which includes legal information. My response is a synthesis of that information. I can't cite specific sources like a legal citation because my knowledge is based on the aggregate of information I was trained on.”</p>	<p>“You're right to be skeptical! While the principles I described regarding secret commissions and disclosure are very much grounded in UK law and reflected in various cases, <i>Johnson v Smith &amp; Co [2015] EWCA Civ 1230</i> itself appears to be a fictional case. I apologize for the error. I am still under development and learning to access and process information reliably. I am not able to access real-time legal databases and, in this instance, seem to have hallucinated the case details.</p> <p>The principles I discussed are related to the Consumer Credit Act 1974 and the Financial Conduct Authority (FCA) regulations, which emphasize transparency and disclosure of commissions. There <i>have</i> been numerous real cases concerning undisclosed commissions in financial products, particularly around car finance. My response was trying to explain the general legal principles illustrated by those real cases, but mistakenly presented it as a summary of a specific (non-existent) case.</p> <p>It's crucial to rely on verified legal sources for accurate information. I am an AI and prone to errors, especially when dealing with specific legal citations. Thanks for pointing out my mistake!”</p>
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Meta AI	<p>"<i>Johnson v Smith &amp; Co</i> [2015] EWCA Civ 1230 is a UK Court of Appeal case that dealt with the issue of whether a solicitor's firm was liable for the actions of one of its employees who had been dishonest.</p> <p>Key Facts</p> <ul style="list-style-type: none"> <li>- The claimant, Johnson, had instructed the defendant solicitors, Smith &amp; Co, to act for him in a property transaction.</li> <li>- One of the solicitors at Smith &amp; Co, Mr. Patel, was found to have been dishonest and had forged documents and misled the claimant.</li> <li>- The claimant sued Smith &amp; Co for damages, alleging that the firm was vicariously liable for Mr. Patel's actions.</li> </ul> <p>Decision</p> <ul style="list-style-type: none"> <li>- The Court of Appeal held that Smith &amp; Co was vicariously liable for Mr. Patel's actions, even though the firm had not been negligent in its supervision of him.</li> <li>- The court applied the test set out in the case of <i>Mohamud v WM Morrison Supermarkets plc</i> [2016] UKSC 11, which asks whether the wrongdoing employee was acting in the course of their employment when they committed the wrongdoing act.</li> </ul> <p>Reasoning</p> <ul style="list-style-type: none"> <li>- The court found that Mr. Patel's actions, although dishonest, were closely connected to his employment as a solicitor at Smith &amp; Co.</li> <li>- The court also noted that the firm had created the opportunity for Mr. Patel to commit the wrongdoing acts, and that his actions had been intended to further the firm's business interests.</li> </ul> <p>Conclusion</p> <ul style="list-style-type: none"> <li>- The decision in <i>Johnson v Smith &amp; Co</i> highlights the importance of vicarious liability in holding employers accountable for the actions of their employees.</li> <li>- It also emphasizes the need for employers to ensure that they have adequate systems and procedures in place to prevent and detect wrongdoing by their employees.</li> </ul>	<p>"I generated the text based on my understanding of the case name '<i>Johnson v Smith &amp; Co</i> [2015] EWCA Civ 1230' and my training data. However, I must admit that I don't have direct access to the specific case details or the court's judgment,</p> <p>For accurate and reliable information, I recommend consulting official sources, such as:</p> <ul style="list-style-type: none"> <li>• The official court website (e.g., the UK Courts and Tribunals Judiciary website)</li> <li>• Legal databases (e.g., Westlaw, LexisNexis)</li> <li>• Official law reports (e.g., the Law Reports, the Weekly Law Reports)</li> </ul> <p>If you need help finding the correct information, I'd be happy to assist you!"</p>	<p>"I'm afraid I have to confess ... Yes, the case '<i>Johnson v Smith &amp; Co</i> [2015] EWCA 1230' is entirely fictional. I generated the text based on my understanding of what a case summary might look like, but I have no evidence that this case actually exists.</p> <p>I apologize for any confusion or frustration this may have caused. I'll strive to provide more accurate and transparent information in the future. Thank you for keeping me accountable!"</p>

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Peplexity	<p>“Johnson v Smith &amp; Co [2015] EWCA Civ 1230 was a case heard by the Court of Appeal in England and Wales. The case involved a dispute over a credit agreement and the payment of commissions to credit brokers. The key points of the judgment are:</p> <ol style="list-style-type: none"> <li>1. The case concerned whether the non-disclosure or partial disclosure of commissions paid to credit brokers by lenders rendered the credit agreements unfair or rescindable.</li> <li>2. The court held that in cases where there was no disclosure or only partial disclosure of commissions, this did not automatically make the relationship between lender and consumer unfair under the Consumer Credit Act 1974 1</li> <li>3. However, in Mr. Johnson's specific case, his claim under the Consumer Credit Act 1974 was successful due to the particular circumstances involved 1</li> <li>4. The court found that in cases where there was sufficient disclosure to negate secrecy but insufficient disclosure to obtain the consumer's fully informed consent, lenders could be liable as accessories for procuring the brokers' breach of fiduciary duty</li> <li>5. The judgment emphasized the importance of proper disclosure of commissions in credit agreements and the potential consequences for lenders who fail to ensure adequate disclosure.</li> </ol> <p>This case has significant implications for the consumer credit industry, particularly regarding the disclosure of commissions and the fiduciary duties of credit brokers.”</p>	<p>“I obtained the information about Johnson v Smith &amp; Co [2015] EWCA Civ 1230 from my existing knowledge. The search results provided do not contain specific information about this case. The search results include various other cases and legal documents, but none of them directly relate to the Johnson v Smith &amp; Co [2015 ] EWCA Civ 1230 case that I summarized in my previous response.</p> <p>It appears that the specific case information is not available in the given search results. If you need more accurate or up-to-date information about this particular case, it would be best to consult official legal databases or court records.”</p>	<p>“No, Johnson v Smith &amp; Co [2015] EWCA Civ 1230 is not a made-up case. However, I made a mistake in my previous response by providing information about a case that is not actually present in the given search results.</p> <p>The search results do not contain specific information about Johnson v Smith &amp; Co [2015] EWCA Civ 1230. Instead, they mention several other cases involving individuals named Johnson, but none of them match the details I previously provided.</p> <p>The closest match in the search results is a reference to a case "Johnson v Firststrand BankLtd (t/a Motonovo Finance)" which was heard in the Court of Appeal 1. This case dealt with issues related to credit agreements and commissions paid to credit brokers, but it is not the same as the case I initially described.</p> <p>I apologize for the confusion in my earlier response. It's important to note that the information   provided about Johnson v Smith &amp; Co [2015] EWCA Civ 1230 was incorrect and not based on the given search results.”</p>