

# Law in 101 words

## Snippets from *The Reduced Law Dictionary* by Roderick Ramage

### Absurdity, doctrine of

In *Grundt v Great Boulder Proprietary Gold Mines Ltd* [1948], CA, Lord Greene said that absurdity, like public policy, is “a very unruly horse”, and arguments based on it should be applied with caution. This doctrine did not prevent the plaintiff, a director, from keeping his post, when, on his retirement by rotation, the motion to re-elect him was defeated. The company’s articles provided that such a director would continue in office until the vacancy was filled or the number of directors was reduced; and no one was elected in his place and no resolution was proposed to reduce that number.

### Indemnity costs

The West Wirral Conservative Association was riven. In one camp was Mr Calver and in the other Mr Noorani. N sued C for defamation about a letter, in which C wrote that he had received silent phone calls and calls threatening physical violence, and, without naming N, implied that he was responsible. An acquaintance of N confessed to the police that N told him to make the calls. N refused a pre-trial request to withdraw and his evidence under cross-examination was disastrous for him. In *Noorani v Calver* [2009], applying CPR 44.3 costs were awarded against him on an indemnity basis.

### Moveable & immoveable feasts

The Calendar (New Style) Act 1750 contains tables and rules for the moveable and immoveable feasts through the whole Year. Easter Day, on which the rest depend, is always the first Sunday, after the full moon which happens upon or next after the 21st day of March, and if the full moon happens upon a Sunday, Easter Day is the Sunday after. As but one example of “the rest”, Septuagesima Sunday is nine weeks before Easter. The fixed days are all Sundays in the year, 26 named days, Mondays and Tuesdays in Easter-week and Whit-week and the Evens before 16 such days.

### Oral evidence

According to the evidence of Mr Allan and his two witnesses, whose honesty was not in question, his employer agreed at a meeting in or about April 1991 that the accrual rate of his pension would be enhanced from 50ths to 30ths. There was no written record of the agreement and Mr Allan did not except once in 2001 make any objection to subsequent documents showing his accrual rate to be 50ths.

“When eventually she realised her mistake, she slapped him and he fled”

In *Allan v Johnson Controls* [2008] the CA upheld the High Court’s finding that the absence of contemporaneous documentation was sufficient to defeat the oral evidence of the agreement.

### R v Collins [1973]

A girl awoke to see a naked man in silhouette on her bedroom window-sill and, believing him to be her boyfriend on an ardent nocturnal visit, beckoned him into her bed. When eventually she realised her mistake, she slapped him, and he fled. He was an opportunist who had seen her open window. He appealed against his conviction for entry as a

trespasser with intent to commit rape and was acquitted because the jury had not been invited to consider whether he was a trespasser, which involved consideration whether he was inside or outside the window when he was beckoned in.

### Restrictions on the use of software

Do not just click the i agree button, but read apple’s conditions when installing software to use iTunes.

“2. Permitted uses and restrictions. This license allow you to install or operate the apple software only on a computer system that came bundled with a licensed version of the Mac OS at the time of original manufacture. ... the Apple software is not intended for use in the operation of nuclear facilities, aircraft navigation, communication systems, or air traffic control machines in which case the failure of the Apple software could lead to death, personal injury, or severe physical or environmental damage.”

### Under the hand of

In *Technocrats Ltd v Fredic Ltd* [2004] Field J said: “An assignment is only a legal assignment if it complies with s.136 of the 1925 Act. What that section requires is that there should be an ‘absolute assignment by writing under the hand of the assignor...’...none of the assignments...was signed by Mr James personally; instead they were all signed in his name by his wife with his authority. Were those assignments ‘under the hand of the assignor’? In my judgement, they were not these words... require that the assignor himself should sign the assignment.”

NLJ

Roderick Ramage is a solicitor in private practice at [www.law-office.co.uk](http://www.law-office.co.uk)



### Drawing corks

Thompsons’ website tells of two cases in 2008 in which they obtained compensation for unrelated clients, whose hands were cut by wine bottles which shattered when the corks were drawn. In both cases the wine was La Comida sold by Asda from an allegedly defective batch of bottles. Asda sells it for £2.29, but it is not listed by

Addison’s or the Wine Society. For one unlucky shopper, who required ten stitches and is permanently scarred, they obtained £6,000 compensation. For the other £2,500. Weren’t we all warned of this danger (but not the compensation) when first introduced to handling wine?