



Law in 101 words

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

Minors' contracts

A person under age 18 is a minor: Family Law Reform Act 1969 ss 1, 9. Contracts with minors will be one of the following.

- Valid: contracts for necessities and for education and training.
- Void at common law: other contracts including trade.
- Voidable by the minor: continuing contracts, eg tenancy or partnership agreements, avoided before or within a reasonable time of reaching full age.
- Enforceable but not against the minor: on reaching full age a minor may sue but not be sued on a contract made while a minor, even if there is new consideration or ratification.

Wet ink signatures

A signature page subsequently attached to documents, is not a valid execution of a document for the purposes of s1(3) of the Law of Property Miscellaneous Provisions) Act 1989: *R (on the application of Mercury Tax Group) v HM Revenue and Customs Comrs* (2008). If the whole document is sent by e-mail with a separate signature page, only that page is printed, but a copy of it as signed and the whole document are returned they are (it is said) the same physical document: the Law Society's practice note "Execution of documents at virtual signings or closings—16 February 2010".

Who can sue?

It is an abuse of process to start proceedings when you do not own the cause of action and knew it. You may prove all the facts and establish the law but will still lose. So said the CA in *Picktall v Hill Dickinson and another* (2009). Hill Dickinson acted for Mr Picktall in the sale of his company. He became bankrupt following the administration of the company and claims made against him and, just before the expiry of the limitation period, started proceedings against Hill Dickinson in

negligence. The cause of action was, however, still vested in the official receiver.

Year and a day

The year and a day rule was abolished by the eponymous Act of 1996 in the case of murder and suicide, but the rule remains elsewhere. According to *Halsbury's Laws*: "The absolute property in estrays [animals found wandering whose owner is not known] does not vest in the monarch until they have been proclaimed in the church and two market towns next adjoining the place where they are found and nobody has claimed them within a year and a day...and before that period the monarch or lord of the manor has the property against all but the rightful owner."

Golden but tactless rule

According to Lord Templeman in *re Simpson* (1997), the will of an aged testator or one who has suffered a serious illness ought to be witnessed by a medical practitioner who satisfies himself as to the testator's capacity, but in *Thorpe v Fellows* (2011), a case about a lifetime gift of what amounted to most of the client's property, the judge said: "There is plainly no duty on solicitors in general to obtain medical

evidence on every occasion upon which they are instructed by an elderly client just in case they lack capacity. Such a requirement would be insulting and unnecessary."

Ignorance is fair

If a manager failed to disclose to his superior that he had spoken to his subordinate in racially discriminatory terms while remonstrating with him, after which the latter lost his temper and became offensive, and if the superior dismissed the subordinate summarily for his offensive behaviour, and if the subordinate took little part in the internal appeal so that the racial discrimination was not disclosed until the ET hearing, the dismissal could be fair, because a large employer cannot be imputed with the manager's knowledge and could satisfy the knowledge requirement of ERA 1996, s98(4): *Orr v Milton Keynes* (2011), CA.

Revocation by civil partnership

By s18 of the Wills Act 1837, a will made in contemplation of marriage will not be revoked by that marriage: s18(B) makes a corresponding provision for civil partnerships. These sections save a will from revocation only if the particular marriage or civil partnership in the clause against revocation is made. A testator made his will in contemplation of entering into a civil partnership and did subsequently enter into one. The clause against revocation failed however to protect the will against automatic revocation because it did not specify the person with whom the union would be made: *Court v Despaillieres* (2009). **NLJ**

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