

Law in 101 words

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



Harris Tweed

The Harris Tweed Act 1993 s7 defines "Harris Tweed" as a tweed which has been hand-woven by the islanders at their homes in the Outer Hebrides, finished in the Outer Hebrides, and made from pure virgin wool dyed and spun in the Outer Hebrides; and qualifies for the application to it, and use with respect to it, of a Harris Tweed trade mark.

The plaintiff alleged that her Harris Tweed coat caused her dermatitis: *Griffiths v Conway* (1939). The CA held that s14(1) of the SOGA 1893 did not apply. She had failed to disclose the abnormal sensitivity of her skin.

pension debt moves from unsecured to "super priority" ahead of the secured creditors. At the start of the insolvency there was no provable debt within the Insolvency Rules 1985, r 13.12(1).

Vet or solicitor?

Solicitor, expensive suit and shoes; vet, scruffy jeans and trainers or wellies.

Solicitor, paid if at all by reluctant clients or, not much and much delayed, from public funds; vet, paid willingly by satisfied clients or insurers.

Solicitor, must endure even the most stubborn, pigheaded, irrational clients, who will blame him for not achieving the impossibility of getting them out of trouble of their own making; vet, mostly deals with tail wagging dogs, and purring cats and other animals, who even if nervous, are generally nice rather than nasty, and, if they stop being nice, is paid to put them down.

Vicarious liability without employment

A Roman Catholic priest was alleged to have raped a girl, when she was resident in a children's home operated by a religious order of nuns. Later she claimed damages. The church claimed that the priest was not its employee and that vicarious liability could not attach to the relationship between them. It was held in *JGE v English Province of Our Lady of Charity and another* (2011) that it was a relationship to which vicarious liability attached: the church had trained and ordained the priest, given him immense power, and appointed him to a position of trust that he abused.

Write no mean yes

The Legal Services Commission invited tenders for publicly funded immigration work. Harrow Solicitors & Advocates mistakenly answered "No" to one question in its tender. With a "Yes" it would have secured a contract. In *R (on the application of H) v LSC* (2011) the court rejected H's application. All tenderers must be treated equally. No tenderer may change its bid after bidding closed. If the awarding authority had discretion to seek clarification, the court would not normally interfere with its exercise. Any clarification must not change the bid. In this case there was no ambiguity on the face of the tender. **NLJ**

Jury cheat trumps xmas cheat

The conviction of Mr Mears (the promoter of the Lapland New Forest near Bournemouth with the "magical tunnel of light" and other Christmas attractions, which fell short of what was advertised) under the Consumer Protection from Unfair Trading Regulations 2008 was quashed by the CA in *R v Mears* (2011). A fair minded, independent and informed observer would have concluded, as the judge did not, that the jury could not be seen to be unbiased, when one juror received text messages during the trial from her fiancé, who had been in court and observed proceedings in the absence of the jury.

Rough & tumble

Wooden blocks were placed in the middle of the hut, and the scouts walked in line round the edge until the lights were turned off, when they rushed to the centre each trying to grab one block.

In the hurly-burly one young scout fell and hurt his head. At first instance he was awarded damages of £7k. The Scout Association appealed. In *Scout Association v Barnes CA* (2010) a majority upheld the decision. Ward LJ said that this was not an example of "an overprotective nanny state robbing youth of fun simply because there was some risk involved in its exercise".

Super priority

Pension scheme trustees are unsecured creditors in a company's insolvency, but, according to the CA in *re Nortel Network, Lehman Brothers and others* (2011), any amount payable under a contribution notice or a financial support direction made by the pensions regulator after the start of the administration or liquidation is a statutory obligation and must be paid by the administrator or liquidator as a disbursement. Thus the priority of the

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