

# Law in 101 words

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

### Hue & cry

The expression “hue and cry” in *Henwood v Barlow Cowes* (2008) (“he always intended to return...when the hue and cry had died down”) does not have the legal meaning that it had in *Coucher’s Case* (1599), where a constable was indicted for refusing to make a hue and cry after notice of a burglary committed in the night. The Criminal Law Act 1976 repealed s8(1) of the Sheriffs Act 1886, which was the last statutory embodiment of the Anglo-Saxon duty of males to chase a criminal, when the person wronged called for help: “raised the hue and cry”.

### PILON or ex gratia

Ms O’Farrell’s employment contract could be terminated by three months’ notice. It did not contain any provision for a payment in lieu of notice. She was made redundant, and a letter setting out her severance package included “an ex gratia payment equivalent to three months’ salary”. She made a claim for pay in lieu of notice. The EAT, in *Publicis v O’Farrell* (2011), agreed. The letter was unambiguous and therefore the ex gratia payment was just that and was not paid in respect of the entitlement to three months’ notice. Nor could it cover damages for not giving due notice.

### Signed sealed & delivered

The Law of Property (Miscellaneous Provisions) Act 1989 abolished the need for “sealed” in “signed, sealed and delivered”. An instrument is validly executed as a deed by an individual (not a corporation sole) if, and only if it is signed by him in the presence of a witness who attests the signature or at his direction and in his presence and the presence of two witnesses who each attest the signature, and it is delivered as a deed. Delivery may be indicated by words or conduct or may be implied. That it remains essential was shown in *Bibby v Magson* (2011).

### Written statement of particulars of employment

By the Employment Rights Act 1986, s1, every employee is entitled after two months to a written statement of the following particulars of employment: names; dates of commencement of employment and continuous employment; remuneration and intervals of payment; hours of work; holidays and holiday pay; job title; place of work; the period it is expected to last or date it will end (if employment not permanent); collective agreements; conditions if to work over one month outside UK; grievance, disciplinary and appeal rules and procedures; whether contracting-out certificate in force; incapacity for work and sick pay; pensions; and notice period of termination.

### Roods & perches

Who said that drafting an appointment of new trustees is easy? The trusts of Brook Street Unitarian Chapel, Knutsford, stem from indentures of 1694, 1733 and 1884. A memorandum of 15 May 1736, endorsed on the 1733 deed, resolved a doubt about the identity of the land, by stating that land excluded from the east of the site had been replaced by land on the west, enclosed with consent, and that the dimension of the enclosed land in roods meant rood as used in the

indenture to mean a perch and not (as is more usual) one quarter of an acre.

### Homes for sharing

1985: Ms Jones and Mr Kernott, who had two children, bought a house in joint names for £30,000, of which Jones paid £5,000. The balance was borrowed.

1993: Kernott left, and subsequently paid nothing towards the house and little for the children.

1996: A joint life policy was shared equally.

2010: Kernott claims a 50% interest in the house.

2011: The Supreme Court decides. Courts cannot substitute their views for the parties’ decision, if it is express or can be inferred, however unfair the outcome. If not, the court may impute an intention which is fair. Kernott’s beneficial interest was 10%.

### Partnership names

The Partnership Act 1890 s4 permits a partnership to have a firm-name. The Companies Act 2006 Pt 41 Chapter 1 applies to any person carrying on business in the UK and prohibits sensitive words and misleading names. By Chapter 2, s1202, where the firm-name is other than those of the partners, the partners’ names must be on the partnership’s business letters etc, but, s1203, if there are more than 20 partners, it is sufficient to state the principal place of business and that a list of the partners may be inspected there. There is no requirement to display details on websites.

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### Helvetica, typeface or grass snake?

No offence is committed under s2 (Prohibition of tobacco advertising) of the Tobacco Advertising and Promotion Act 2002 if, by SI 2010/446, Art 2, a tobacco advertisement is in a specialist tobacconist and contains a health warning printed in black Helvetica bold type on a white background (with other requirements); and the same font is specified for the display of tobacco prices and indications on storage units of the tobacco products held in them.

The other appearance of Helvetica in the legislation is the Matrix Helvetica, listed in Sch 5 and protected under s9 of the Wildlife and Countryside Act 1981.