

Law in 101 words

Snippets from *The Reduced Law Dictionary* by Roderick Ramage

Agricultural products—grade descriptions

If, by s1(2) of the Agricultural Produce (Grading and Marking) Act 1928, a grade description as prescribed is applied to a product on its sale, the contract is deemed to include a term that it accords with the statutory definition. Grade descriptions exist for (in the chronological order of the regulations): potatoes, cider, Cheshire cheese, canned fruits, jam, stilton cheese, creamery butter, perry, bottled fruits, bottled vegetables, cheddar cheese, dressed poultry, malt extract and malt flour, derby cheese, wheat flour and wheat flakes, fruit products, Lancashire cheese, canned vegetables, Leicester cheese, Wensleydale cheese, cream cheese, beef, Caerphilly cheese and Gloucester cheese.

Annulling bankruptcy

In 1993 Mr Sallis was made bankrupt owing £2.4m to Barclays Bank and was discharged in 1996. In 2007, aged 65, he wished to take his benefits under his pension plans, for which he needed to have his bankruptcy annulled. The deputy registrar refused his application on the grounds that the bank had not been paid. On appeal in *Sallis v Hunt* (2014) the High Court held that the bank debt was irrelevant to the annulment, because Barclays has stated unequivocally that it did not intend to prove for its debt. The application was remitted for determination by a different registrar.

Armorial bearings

Arms may be borne by virtue of ancestral right, normally proved from the records of the College of Arms, or by grant by the Sovereign. The use of arms, other than royal arms, without grant of other title is however not unlawful, in that there is no penalty. The most recent decision of the Court of Chivalry was in *Manchester Corporation v Manchester Palace of Varieties* (1955), which decided that the display of the Corporation's arms in the auditorium of the defendant's theatre was not a ground for intervention, but the use of the arms as the defendant's common seal was.

Atkinson v General Billposting

An employee, who is wrongfully dismissed, is discharged from his



obligation under any provision in restraint of trade under his service agreement: *General Billposting Co Ltd v Atkinson* (1909). But a payment in lieu of wages is not wrongful dismissal: *Konski v Peet* (1915). The words “however occasioned” were commonly used with the intention of preserving the restriction despite the employer's breach, but saving words are almost certainly ineffective: see *Rock Refrigeration Ltd v Jones* (1997) and *Vitof v Altoft* (2006). In *Rock* the CA hinted that *General Billposting* might be overturned if challenged directly, echoed in *Towry v Bennett* (2012).

Automatic vesting of trust property

By s40 of the Trustee Act 1925 a declaration by the appointor in a deed appointing trustees of property vests the property in the trustees without the need for a conveyance or assignment, and a deed made after that date without a vesting declaration operates as if it contained one unless there is an express provision to the contrary. Similarly in the continuing trustees if a retiring trustee is discharged without a new trustee being appointed. Stocks and shares are excluded under ss(4). Section 19 of TLATA 1996 contains no corresponding provision, but presumably s37(1)(d) of the 1925 Act will apply.

Commoners

The Commons Act 2006, replacing the Commons Registration Act 1965 and subsequent legislation, provides for the registration of common land and town and village greens and of the rights exercisable over them. Section 26 provides for the establishment of commons councils as bodies corporate, the latest of which was established by the Brendon Commons Council Establishment Order 2013, and s29 for a standard form of constitution, prescribed by Commons Councils (Standard Constitution) (England) Regulations 2010, which defines “commoner” as a person entitled to exercise a registered right of common over any land in respect of which a commons council is established.

“Arms may be borne by virtue of ancestral right, normally proved from the records of the College of Arms, or by grant by the Sovereign”

Crown—corporation & individual

The earliest separation of the person and the office of the monarch is in the Declaration of 1308 by the Lords Ordainers. “Homage and oath of allegiance are more by reason of the Crown than by reason of the King's person, and are more bound to the Crown than to the person.

Wherefore, if...the king is not guided by reason in regard to the estate of the Crown, his lieges...are justly bound to lead the king back to reason and to repair the estate of the Crown or else their oath would be violated.”

E-mail contracts

The condition in the Statute of Frauds 1677, that the agreement for a guarantee or a memorandum or note of it is in writing signed by the person charged or a person authorised by him, was satisfied in *Golden Ocean v Salgaocar Mining* (2012), by an exchange of emails. It is signed if the guarantor's name was in the body of the email. The emails in *Pretty Pictures v Quixote Films* (2003) did not constitute a contract, because a statement in one that a written contract would follow was sufficient to show that there was no intention to create legal relations.

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