

Law in 101 words

Snippets from *The Reduced Law Dictionary* by Roderick Ramage



Corporations as joint tenants

The QBD decision in *Law Guarantee and Trust Society and Hunter v Bank of England* (1890) led to the Bodies Corporate (Joint Tenancy) Act 1899. At common law, a corporation aggregate could not be a joint tenant with an individual or another corporation. By this Act a body corporate may acquire and hold real or personal property in joint tenancy as if it were an individual and may be a joint tenant with an individual or another body corporate. On the dissolution of a body corporate, which is joint tenant of any property, the property devolves on the other joint tenant.

Eleemosynary charities

Lilian Armitage left her residuary estate to Norwich and Sheringham Town Councils, to make annual payments to nursing homes for elderly women. In *Re Armitage's Will Trusts* (1972), the court held that Norwich Corporation had power to accept the gift but Sheringham Council did not. The latter's power to accept gifts under the Local Government Act 1933 was limited by s268(3), which prohibited the acceptance of property on trust for an eleemosynary charity. It held that "the term 'eleemosynary charity' covers all charities directed to the relief of individual distress, whether due to poverty, age, sickness or other similar individual afflictions".

Entire agreement

By s2 of the Law of Property (Miscellaneous Provisions) Act 1989 a contract for the disposition of land can only be made in writing, incorporating all the express

terms in one document. An entire agreement clause prevents one party from using a term agreed in negotiations but not in the document to escape from the contract: *Inntrepreneur v East Crown* (2003). In *North Eastern Properties v Coleman* (2010) the omission from a land contract of a finder's fee clause in a separate but linked agreement did not avoid the land contract. Otherwise these clauses might exclude material helpful to the parties.

General billposting

An employee, who is wrongfully dismissed, is discharged from his obligation in restraint of trade under his service agreement: *General Billposting v Atkinson HL* (1909), but payment in lieu of wages is not wrongful dismissal: *Konski v Peet* (1915). The words "however occasioned" were commonly used but probably ineffectually to preserving the restriction despite the employer's breach. In *Rock Refrigeration v Jones* (1997) the CA hinted that *General Billposting* might be overturned if challenged directly. The judge in *Croesus Financial Services v Bradshaw* (2013) said the time may have come to revisit *General Billposting*, but this was not the appropriate case.

Holiday damages

Mr Jackson booked an holiday for himself and family, but the hotel fell short of its description. The travel agency admitted liability, but in *Jackson v Horizon Holidays*

(1974) the CA dismissed its appeal against quantum. Damages may include not only the difference in value between what was promised and what was obtained, but also damages for mental distress, inconvenience, upset, disappointment and frustration. Although Mr Jackson was the only contracting party, the amount can include the loss suffered by his family. It is difficult to assess disappointment in terms of money, but the judges must do the best they can.

Interns & expenses only

Employers must pay not less than the national minimum wage to workers above compulsory school age working in the UK under a contract: NMWA 1998 s1. One of the exceptions in s3 is for person under age 26 "participating in a scheme designed to provide training, work experience or temporary work". Workers for a charity etc are also exempt under s44, as are person who work but not under a contract. Nicola Vetta entered into an expenses only contract, but the ET in ET/2703377/08 ordered London Dream Motion Pictures Ltd to pay her the NMW and pay for holidays not taken.

Urine samples & fasting

At the end of the third day of his fast for three days as a spiritual preparation for his Court of Appeal hearing, Mr Bashir was required to take a drugs test, but was unable to provide a sufficient urine sample. He was offered water but refused, was charged with failing to obey a lawful order, convicted and give an extra fourteen days' imprisonment. He sought a judicial review. In *R (Imran Bashir) v The Independent Adjudicator* (2011) the court held that, if proper consideration had been given to the ECHR Art 9, the adjudicator would not have convicted Mr Bashir.

Vegetarian & vegan prisoners

The Prison Rules 1999 r24 provides that "no prisoner shall be allowed...to have any food other than that ordinarily provided". The Catering Operating Manual in Annex B to the Prison Service Instruction 44/2010 Catering—Meals for Prisoners, says that the main meal menu must include vegan and vegetarian options. In *Jakobski v Poland* (2010) the ECHR held that the refusal of the prison authorities to provide a vegetarian diet failed to strike a fair balance between the interests of the authorities and the applicant's right to manifest his religion through observance of the rules of the Buddhist religion. **NLJ**

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