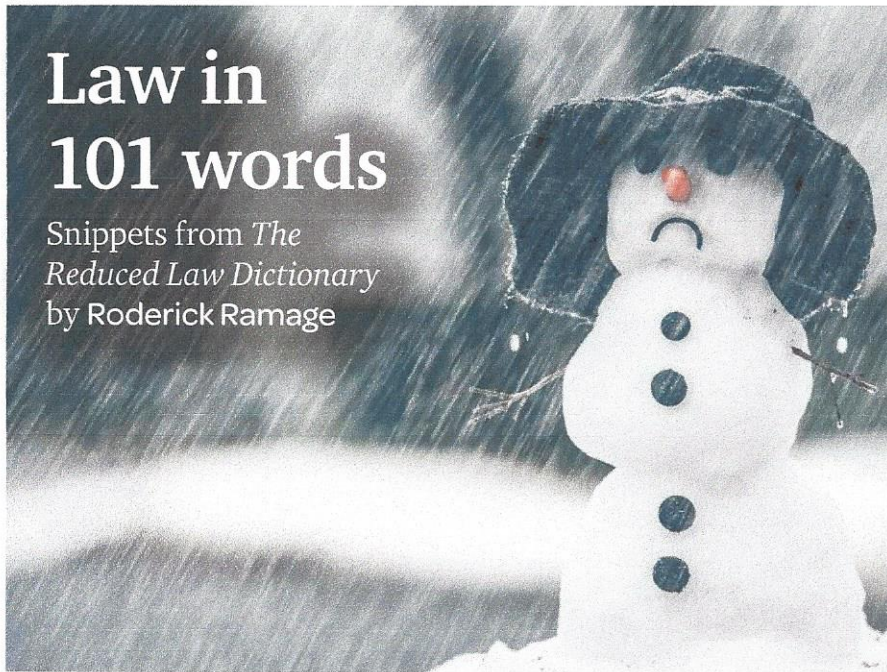


# Law in 101 words

Snippets from *The Reduced Law Dictionary* by Roderick Ramage



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## Idleness & starvation

Rodgers signed an employment contract with a competitor of his employer, Sunrise Brokers, told Sunrise that he wished to leave and left. His contract provided for 12 months' notice of termination and garden leave. Sunrise did not accept his repudiation, required him to work, and, on his refusal to do so, declined to pay him. In *Sunrise v Rodgers* (2014) the CA dismissed Rodgers' appeal against an injunction preventing him from working for Sunrise's competitors. On the facts, the injunction would not force Rodgers back to work. The pressure of "idleness and starvation" in *Rely-a-Bell v Eisler* (1926) did not apply.

## Multi-items VAT

If a trader buys a stamp collection and splits it to sell individual items, he may account for the sales under global accounting if all the items are eligible. If he purchases an eligible item like a tea set worth over £500 and sells cups and saucers worth less than £500, he may account for it under the margin scheme but not global accounting. If he combines items, such as second-hand fabrics to make a cushion cover, he must account for it under the normal full selling price VAT rule. April 2011 Notice 718 (The VAT margin scheme and global accounting).

## Offences against the parson

By s36 of the Offences Against the Person Act 1861, it is an offence punishable by a term not exceeding two years, with or without hard labour, to obstruct or prevent any clergyman or minister in or from celebrating divine service, or in or from the lawful burial of the dead in any churchyard or other burial place,

or to strike or under the pretence of executing any civil process, to arrest such a person, who is engaged or about to engage in any of these rites or duties or who is going to or returning from the performance of them.

## Playful animals

"In an action for knowingly keeping a fierce and mischievous dog, which has bitten or wounded plaintiff, it is necessary to prove that he has injured plaintiff... a mere habit of bounding upon and seizing persons, without injury to them, though causing annoyance and trivial damage to clothing, will not sustain the action... the dog may be brought into court and shown to the jury to assist them in judging of his temper and disposition": *Line v Taylor* (1862), cited in *Fitzgerald v Cooke Bourne, CA*, (1963) to illustrate injury caused by an animal playfully indulging its natural propensities.

## Snowfall

Miss Slater, who had been waiting outside a shop for her mother, was injured by a fall of snow and ice, which had accumulated on the roof during extraordinarily severe snow storms four days previously. She claimed damages alleging nuisance or negligence. The defendant pleaded in defence that the snowstorms were an act of God. In *Slater v Worthington's Cash Stores* (1941) the CA held that accumulation of snow on the roof was a nuisance and the defendant, having done nothing in the four days to abate it or warn passers-by of the danger, was liable in both nuisance and negligence.

## Title & citation of statutes

The short title of a statute is usually given by

the act itself. The Short Titles Act 1896 gave short titles to earlier statutes, eg 5 & 6 Will & Mar c[hapter] 20 is known as the Bank of England Act 1694. The Interpretation Act 1978 s19(1) assumes that statutes without a short title will be cited by their regnal years and chapter numbers. By the Acts of Parliament and Citation Act 1962, chapter numbers of Acts of Parliament passed in 1963 and subsequent years are assigned by reference to the calendar year, and not the session, in which they are passed.

## Sunshine not on the NHS

By reg 2 of the National Health Service (General Medical Services Contracts) (Prescription of Drugs etc) Regulations 2004, (SI 2004/629), Milupa Sunshine Orange Breakfast and the 3,229 other drugs, medicines and other substances, listed (from 10.10 Cleaning and Disinfecting Solution to Zyrton Expectorant Linctus) in schedule 1, may not be ordered for patients in the provision of medical services under a general medical services contract. By reg 3, the eight drugs etc in schedule 2 may be ordered only for the patients and in the circumstances listed in that schedule. These regulations now have effect under National Health Service Act s88.

## Supply, doctrine of

Can the court supply missing words? In *Coles v Hulme* (1828) Lord Tenterden said: "The obligatory part of the bond purports that the obligor is to become bound for 7,700. No species of money is mentioned. It must have been intended that he should become bound for some species of money... Whether from the other parts of the instrument we can collect what was the species of money which the party intended to bind himself to pay." Found: sterling was intended. In *You & Me Fashions v Royal Insurance* (1983) the facts did not support the application of the principle.

## Witch doctors

Company's accounts must give a true and fair view of the company's assets, liabilities, financial position and profit or loss: Companies Act 2006, s393. The joint opinion of Hoffmann and Arden (1983) says, "the courts will treat compliance with accepted accounting principles as prima facie evidence that the accounts are true and fair. Equally deviation from accepted principles will be prima facie evidence that they are not". The same Hoffmann said in *Harrison-Broadley v Smith, CA*, (1964), that "accountants are the witch-doctors of the modern world and they appear indeed willing to turn their hands to any kind of magic".

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