

Law in 101 words

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



Accepted schools

Accepted schools are independent schools and FE colleges whose teaching staff may become members of the Teachers' Pension Scheme. An establishment is an accepted school if it was one before 1 September 2010 or if the SoS accepts it for the purposes of the Teachers' Pensions Regulations 2010 by written notice to the proprietor. The conditions for acceptance are a written application from the proprietor of the establishment and a guarantee by a person, approved by the SoS in respect of sums due under the regulations. The employment of a person with a financial interest in the school is not pensionable.

Acknowledgment of debt

The company in *re Compania de Electricidad de la Provincia de Buenos Aires Ltd* (1989) underwent a series of capital restructuring from 1918 to 1967 and commenced voluntary winding-up in 1975. The court held that a statements in the company's accounts that money was owed in respect of "capital repayments due to shareholders" and "unclaimed dividends, interests and bonds redeemable" was capable of constituting an "acknowledgment" of a debt for the purposes of ss 23 and 24 of the Limitation Act 1939 (ss 29 and 30 of the 1980 Act), but only if the claimants had received copies of the accounts.

Conveniences, tenant's right to

Mr Underwood took lodging consisting of four rooms on two floors in Mr Burrow's house in Leicester Street and claimed that the latter had deprived him and his family and visitors of the use of the door-bell, the knocker, the skylight of the staircase and the water closet. The court in *Underwood v Burrows* (1835), awarding Mr Underhill damages of £50, found that lodgers have a right to the use of those conveniences unless it was otherwise stipulated at the time of the taking of the lodgings and that Mr Burrow's evident intention was to drive Mr Underwood from the lodgings.

Courts & domestic tribunals

Mr Lee was a member of the Showman's Guild. Its rules included power to impose fines on members who break them and to expel them on non-payment. The Guild fined Mr Lee for taking a pitch at a fair, to which Mr Shaw claimed to be entitled. Mr Lee refused to pay and obtained an injunction to restrain the Guild from expelling him. On appeal the Guild argued that the rules required him to accept its decision as final. In *Lee v Showmen's Guild* (1952) the CA held that a rule purporting to oust the jurisdiction of the courts is void.

Courts changing their minds

H bought the family home in the name of

a company and, after W issued divorce proceedings, transferred the company to a third party, "manufactured" a debt and made himself bankrupt. The judge found that the transfer and part of H's debts were sham. He did not annul the bankruptcy order but, did so on a rehearing on W's application for either permission to appeal or a rehearing. H appealed. In *Paulin v Paulin* (2009) the CA dismissed the appeal and set out the principles on which a judge could change his judgment before it had been perfected under CPR 40.2.

Furlongs per fortnight

Article 35 of the Construction and Use Regulations 1986 requires the speedometer of a motor vehicle first used on and after 1 April 1986 to indicate its speed in both mph and kph. The corresponding article, 18, in the 1978 regulations requires motor vehicles first used on and after 1 October 1937 to be fitted with an instrument to indicate to the driver its speed within a margin of $\pm 10\%$. My elderly Daimler may lawfully indicate its speed in furlongs per fortnight, but it would be prudent to add a prominent red mark at 80,640 fpf to indicate 30 mph.

Oral variation in writing

Globe v TRW Lucas (2016) concerns a dispute about the supply of electric motors for assisted steering systems for motor cars. The CA held (obiter) that a clause in the supply contract requiring amendments to be made in writing signed by both parties did not prevent them from varying it by a new contract, oral or by conduct. The CA's decision in *United Bank v Asif* (2000) would have supported the clause, but *World Online v I-Way* (2002) would not. The CA was not bound by either of its prior inconsistent decisions: the first exception in *Young v Bristol Aeroplane* (1944).

Recitals & operative clauses

In *Leggott v Barrett* (1880), Brett LJ said: "If there is any doubt about the construction of the governing words of that document, the recital may be looked at in order to determine what is the true construction; but if there is no doubt about the construction, the rights of the parties are governed entirely by the operative part of the writing or the deed." It was held in *Fairstate Ltd v General Enterprise and Management* (2010), that, it was inherently unlikely that the parties intended any of the matters recited to give rise, by itself, to a substantive obligation." **NJ**

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