

Law in 101 words

Snippets from The Reduced Law Dictionary, by Roderick Ramage



Public Lavatories (Turnstiles) Act 1963: relief all round

Agreement to agree

Lord Ackner in *Walford v Miles* (1992) said that the reason why an agreement to agree is unenforceable, is that it lacks the necessary certainty. In *May v R* (1934) an agreement to supply goods at 'prices to be agreed from time to time' was held not to be a contract, but it was different in *Foley v Classic Coaches* (1934), in which one party was to provide petrol at 'prices to be agreed'. Petrol supply was part of a larger agreement, petrol had been supplied without difficulty for three years and the arbitration clause could cover any failure to agree.

London's early fire regulations

On 24 July 1212, following a calamitous fire in the city, the mayor Henry fitz Ailwin made regulations, including a prohibition of thatched roofs and a requirement for walls and existing thatched roofs to be plastered and power to pull down houses that were not rebuilt accordingly within eight days no matter to whom they belong without exception. The Great Fire of London in 1666 led to

the London Building Act of 1667, which provided for all houses to be built in brick or stone, specified the number of storeys and width of walls and for surveyors to enforce its regulations.

Minutes of meetings

Minutes, as distinct from a record of the whole proceedings including any discussion on the matters considered, are a written record of decisions made at a meeting: it is inexpedient to rely solely on the recollections of those present of what was decided orally. There is no common law requirement for minutes, but The Companies Act 2006 requires them to be kept of directors' and general meetings and provides for them to be evidence of the proceedings. *Kerr v Mottram* (1940) shows that minutes, which by the articles of association are conclusively binding on the members, are not binding on others.

Public Lavatories (Turnstiles) Act 1963

The Public Health Act 1936 s87 enables but does not require local authorities to

'provide sanitary conveniences (defined to include lavatories) in proper and convenient situations' and to make byelaws for them, let them for such term and rent as they think fit and charge fees for their use. By the Turnstiles Act, every turnstile in public sanitary conveniences controlled or managed by a local authority were to be removed not later than six months after the passing of the Act and none are to be installed. This Act does not apply to London Boroughs: London Local Authorities Act 2012, s6.

Verbals

Even lawyers, who should know better, too often forget themselves and say 'verbal', as if they were police officers. Every first year law student is taught contract. In case you have forgotten, you can make contracts in two ways, by conduct or verbally. A news vendor holds up a paper in one hand, and you, by putting a coin in his other hand and taking the proffered paper as you pass, have made a contract by conduct. Much the same with a vending machine or a self-service store. Otherwise contracts are verbal, and these too come in two kinds, oral or written.

Watson direction

Juries must reach their decision freely, and the judge must avoid any pressure on them to reach a verdict. In *R v Watson* (1988) the CA heard six appeals about the appropriateness of the direction in *R v Walthein* (1952) and set out the wording of a direction about their duty to return a true verdict that could be given, saying that it is for the discretion of the judge whether to give it and if so at what stage of the trial. An appeal against conviction after a Watson direction was dismissed by the CA in *R v Logo* (2015).

Withholding information from HMRC

The FA 2004 s308 requires the promotor of a tax avoidance scheme to provide HMRC with prescribed information of any notifiable proposal. One of the criteria for a 'notifiable proposal' is that, if entered into, it would be for arrangement in a prescribed description. Arrangements are prescribed by SI 2006/1543 article 6 if:

- ▶ one element of the arrangement is to give rise to a tax advantage; and
- ▶ it might be reasonably expected that a promotor would wish to keep the arrangements confidential.

Therefore if the promotor does not wish to keep it confidential, it is not a notifiable

Roderick Ramage is a solicitor in private practice at www.law-office.co.uk.