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FOLLOW-UP LETTER FOR PUBLICATION

29 April 1982.

Dear Madam,

On 24 February 1982 you published my article 'The Need for Training in Statute Law'. This cited a number of examples of apparent failure by judges and practitioners to understand and apply principles of statute law.

It has been suggested that it might be of help to the profession if further such examples were drawn to its attention as they arise. Here therefore are two additions to the examples given in the article.

The first concerns the need to make sure that a term in an Act is not applied without first looking to see whether it has a defined meaning. If it has, the statutory definition must be taken into account.

This did not happen in *Porter v. General Guarantee Corporation Ltd.* [1982] CCLR 1. A dealer sold a car to a finance company so that the car could form the subject of a hire-purchase contract. The hire-purchase contract was later rescinded because of misrepresentation to the customer by the agent of the dealer. *Kilner Brown J.* held that the finance company were entitled under s. 75 of the Consumer Credit Act 1974 to an indemnity from the dealer on the ground that the dealer was a 'supplier'. This, with respect, was wrong. The Act contains a definition of 'supplier' which excludes the dealer in such a case.

The other case is an addition to the numerous examples cited in the article where judges referred to the long title of an Act as something else, thus raising the misgiving that perhaps they did not fully understand the nature of a long title and its true role in interpretation. The case is *R. v. West Yorkshire Coroner* (1982) *The Times*, 5 April. Here *Ormrod L.J.* is reported to have referred to the long title of the Coroners Act 1887 as the 'short title'.

Yours sincerely,

Francis Bennion

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