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Beneficial Interests of Cohabitees Following *Stack v Dowden*

Charles Holbech

Introduction

In this paper I look at the recent House of Lords case of *Stack v Dowden* [2007] 2 WLR 831. This is now the leading case on the beneficial interests of cohabitees pursuant to a constructive or resulting trust, where there is no express declaration of trust. A full treatment of this topic is contained in a previous paper, dating from Spring 2003, available on www.11sb.com. This is intended as an update using *Stack v Dowden* as a starting point.

Facts

In *Stack v Dowden* Mr Stack (S) and Miss Dowden (D) purchased in 1993 a property as their family home ("the Property"). It was conveyed into, and registered in, joint names. S and D were unmarried, but had been in a relationship for 18 years when they purchased the Property. They had 4 children.

The parties did not execute a formal declaration of trust. The transfer deed did, however, contain a declaration that the survivor would be entitled to give a valid receipt for capital money arising from a disposition of all or part of the property.

Both S and D contributed to the purchase price of the Property. D contributed 65% of the purchase price from funds in a building society account in her sole name. However, S had, arguably, contributed part of those funds. The balance was

provided by an interest-only loan secured by a mortgage in the parties' joint names. The capital of the loan was repayable out of two endowment policies, one in joint names, and the other in D's sole name.

S paid the mortgage interest and the premiums due under the endowment policy in joint names. D paid the premiums due under the endowment policy in her sole name.

The mortgage was discharged over the years by a series of lump-sum payments. D provided just under 60% of the capital, S approximately 40%.

While they lived together, the parties kept separate bank accounts and made a series of separate investments and savings.

The parties separated in 2002 when S left the Property. S claimed that there was a joint beneficial tenancy in the Property, which he had severed by a notice given shortly after his departure. On that basis he claimed an order for sale and 50% of the net proceeds of sale. The Property was sold in November 2005 for £754,435 net.

At first instance the Judge held that S was entitled to a 50% share. On appeal to the Court of Appeal it was held that S was only entitled to a 35% share. S appealed to the House of Lords claiming the difference of 15%, amounting to £111,936.75. As Baroness Hale commented, this is not an inconsiderable sum, but the costs of pursuing the argument to the House of Lords was quite disproportionate.

Judgment

The House of Lords held that D was entitled to a 65% share in the Property. S was, therefore, awarded a 35% share, not the 50% share for which he contended. In effect, the House of Lords upheld the decision of the Court of Appeal. The interest of the case lies in the legal analysis leading to this conclusion.

Contributions to purchase price

The parties' respective contributions were as set out above. However, there were some evidential conflicts as to who had provided what, and there were also a number of different ways of quantifying their proportionate contributions. Baroness Hale took the view that, being as generous as it was possible to be to S, he had provided roughly 36% of the purchase price of the Property, whereas D had provided roughly 64%. In any event, it was clear that D had contributed far more to the cash paid than S. Lord Neuberger assessed S's contribution at around 30%. However, D conceded 35%, with the result that this figure was accepted.

The decision was, therefore, in line with the parties' respective contributions on a resulting trust basis. However, the majority (Lord Neuberger dissenting on this point) did not decide the case on the basis of the presumption of a resulting trust under which shares are held in proportion to the party's financial contributions to the acquisition or the property. As will be seen, the starting point is that

equitable ownership will follow the legal title. In the case of joint legal owners, this means that the joint legal owners are, in the absence of evidence to the contrary, to be treated as joint owners beneficially. However, the court may depart from the starting point of joint beneficial ownership, if a different result is justified having regard to a wide range factors including, but not limited to, the parties' respective financial contributions. In *Stack v Dowden* the House of Lords departed from the inference of a joint beneficial ownership, having regard to a range of factors (see below).

Express declaration of trust

In any event, the first question in any such case is whether there has been an express declaration of trust. A declaration of trust respecting any land or any interest therein must be manifested and proved by some writing by some person who is able to declare such trust or by his will (Law of Property Act 1925, s. 53(1)(b)). Such a declaration is conclusive, unless varied by subsequent agreement or affected by proprietary estoppel, in the absence of grounds for setting aside, or rectifying, the declaration, i.e. fraud or mistake at the time of the declaration (*Goodman v Gallant* [1986] Fam 106).

S argued that the transfer deed, which contained a declaration that the survivor would be entitled to give a valid receipt for capital money arising from a disposition of all or part of the property, amounted to an express declaration of trust for D and S as beneficial joint tenants. The House of Lords held, following

Huntingford v Hobbs [1993] 1 FLR 736, that a declaration that the survivor can give good receipt - albeit consistent with a beneficial joint tenancy - does not amount to an express declaration of trust of a beneficial joint tenancy. The declaration is equally consistent with the transferees holding on bare trusts for a third person.

Express agreement constructive trust

A resulting, implied or constructive trust in respect of land need not be in writing (Law of Property Act 1925, s. 53(2)).

One type of constructive trust is an express constructive trust. This arises where the parties have expressly agreed (otherwise than in writing) that the claimant has some beneficial interest: they may also agree the extent of the interest. The express agreement, coupled with detrimental reliance, will give rise to an express constructive trust. There must be evidence of express discussions, however imperfectly remembered or however imprecise their terms may have been, to the effect that the claimant was to have a beneficial interest (see *Lloyds Bank v Rosset* [1991] AC 107, at 132-3). The Court will usually give effect to what has been expressly agreed.

Often the express discussions will be to the effect that the claimant has some beneficial interest, but not as to the quantum of that interest. Such a discussion will enable the claimant of overcoming the first hurdle of establishing that he has

some interest. However, following *Stack v Dowden*, that hurdle will be overcome in any event by the fact that the property has been transferred into joint names.

If there is also an express discussion or agreement as to the quantum of the claimant's interest, that discussion or agreement will normally be conclusive as to quantum. If, therefore, the parties in *Stack v Dowden* had expressly agreed that S was to have a 50%, or any other, share, that would have been determinative. However, in *Stack v Dowden* there was no evidence of any such express discussions.

Inferred constructive trust

However, another way in which a constructive trust may arise is where the Court can infer an agreement that the claimant is to have a beneficial interest and the extent of that interest. The lead judgment of Baroness Hale lays down the following principles:

(a) The starting point, where there is joint legal ownership, is joint beneficial ownership. The onus is upon the person seeking to show that the beneficial ownership is different from the legal ownership. The onus is upon the joint owner, who claims to have other than a joint beneficial interest, to establish that claim (paras. 56 and 68). A conveyance into joint names is sufficient to give rise to an inference not only that both legal owners have a beneficial interest, but that they are beneficial joint tenants (para. 63).

(b) The starting point where there is sole legal ownership is sole beneficial ownership. The onus is upon the non-owner to show that he has any interest at all (para. 56).

(c) The question in a joint names case is: "did the parties intend their beneficial interest to be different from their legal interests?" and if they did "in what way and to what extent" (para. 66).

(d) Many factors other than financial contributions will be relevant in divining the parties' intentions at the date of purchase including (para. 69):

  (i) any advice or discussions at the time of the transfer which cast light on their intentions then (which should be determinative: see above);

  (ii) the reasons why the home was acquired in their joint names;

  (iii) the reasons why (if it be the case) the survivor was authorised to give a receipt for the capital moneys;

  (iv) the purpose for which the home was acquired;

  (v) the nature of the parties' relationship;

  (vi) whether they had children to whom they both had responsibility to provide a home;

  (vii) how the purchase was financed, both initially and subsequently;

  (viii) how the parties arranged their finances, whether separately or together or a bit of both;

(ix) how they discharged the outgoings on the property and their other household expenses.

(e) In the case of joint legal ownership, and joint liability for the mortgage, the arithmetical calculation of how much was paid, and by whom, is less important than in the case of sole legal ownership: it will be easier to draw the inference that they intended that each should contribute as much to the household as they reasonably could and that they would share the eventual benefit or burden equally (para. 70).

(f) At the end of the day cases in which the legal owners are to be taken to have intended that their beneficial interests should be different from their legal interests will be very unusual (para. 69);

(g) There may be reason to conclude that, whatever the parties' intentions at the outset, these have changed, e.g. where one party has financed (or constructed himself) an extension or substantial improvement to the property, so that what they have now is significantly different from what they had then (para. 70).

Application of law to facts

The House of Lords departed from the presumption of joint beneficial ownership having regard to the following matters:

(a) On any view D contributed a far more to the acquisition cost of the Property than did S (para. 87);

(b) D contributed far more to the capital repayment of the loan (para. 87).

(c) When the Property was bought, both parties knew that D had contributed far more to the cash paid than had S, and that they would reduce the loan as quickly as possible, factors which were regarded as supporting the inference of an intention to share otherwise than equally (para. 89).

(d) This was not a case in which the parties pooled their separate resources, even notionally for the common good. The only things they ever had in their joint names were the Property and the associated endowment policy. Everything else was kept strictly separate. Each made separate savings and investments most of which it was accepted where their own property (para. 90).

(e) They undertook separate responsibility for that part of the expenditure which each had agreed to pay - it was not a case where a there was some sort of commitment that each would do what they could (para. 91).

The key points were, therefore, that: (a) one party had contributed more than the other, and that this was not because the other party was only able to pay a lesser share; and (b) the parties kept their finances separate. This justified awarding S a share (35%) commensurate with his contributions.

The trial judge, who had awarded a 50% share to S, had erred by concentrating too much on the fact that the parties had been in a long-standing, quasi-matrimonial, relationship. It was more important to look at matters which were particularly relevant to their intentions about property ownership, such as their respective financial contributions.

Conclusions

No doubt the policy reason behind the presumption in favour of joint beneficial ownership, where there are joint legal owners, is that it is unfair to penalise one party, such as a wife, who is not in a position to contribute equally with the other party to the financial cost of acquiring a property held in joint names, but who has contributed everything she reasonably can financially, and who has made significant contributions of a non-financial nature. If the property is purchased in joint names, with both parties agreeing to pool resources to the extent that they can, the presumption should be that they are beneficial joint owners. The fact that one party has, in fact, contributed less than one half, because of inequality of finances, or because parties in a (quasi-) matrimonial relationship do not insist upon a strict balance-sheet approach, should not be held against that party. The presumption of joint beneficial ownership should not be lightly displaced in these circumstances. Another policy reason for the presumption of a joint tenancy is that it simplifies the law, thus reducing the number of cases which are likely to be contested in court.

However, if the parties keep their finances separate, and one of them contributes less than the other to the cost of purchasing a property, in circumstances where (s)he could have contributed more, then it may be reasonable to depart from the presumption of beneficial joint ownership, and to order a share in line with the parties' respective contributions. That is what happened in *Stack v Dowden*. The position is more akin to that of a commercial relationship. Notably, in *Stack v Dowden*, Lord Walker considered that the doctrine of a resulting trust may still

have a useful function in cases where "two people have lived and worked together in what has amounted to both an emotional and commercial partnership" (para. 31).

By contrast, "in the ordinary domestic case" where there are joint legal owners there will be a heavy burden in establishing to the court's satisfaction that an intention to keep a sort of balance-sheet of contributions existed, or should be inferred, or imputed to the parties. The same approach has been adopted in a case of a mother and son: beneficial ownership should follow legal ownership unless there are unusual circumstances (*Adekunle v Ritchie*, Lawtel, 17 Aug. 2007). However, in *Adekunle* the presumption of joint beneficial ownership was rebutted on the facts as, it is suggested, will often be the case in a parent and child case.

Sole legal ownership: *Stack v Dowden*

Stack v Dowden is not a case of sole legal ownership. However, it provides some guidance as to the approach of the court in such a case. The starting point is that equity follows the law. The presumption is, therefore, that the sole legal owner is the sole beneficial owner. The claimant to a beneficial interest must prove his or her claim to a beneficial interest.

In the absence of any express agreement, the question is whether the claimant can point to conduct from which it is possible to infer an agreement that the

claimant should have some beneficial interest. As Lord Bridge said in *Lloyds Bank v Rosset* [1991] AC 107, at 132-3:

> ***In this situation direct contributions to the purchase price by the partner who is not the legal owner, whether initially or by payment of mortgage instalments, will readily justify the inference necessary to the creation of a constructive trust. But, as I read the authorities, it is at least extremely doubtful whether anything less will do.***

However, in *Stack v Dowden* Lord Walker expressed reservations as to whether Lord Bridge's extreme doubt "whether anything less will do" was justified. In his opinion, the law had moved on. Baroness Hale thought that there was undoubtedly an argument for saying that Lord Bridge's doubts have set the hurdle rather too high in certain respects. In the Privy Council case of *Abbott v Abbott*, Lawtel, 26 July 2007, it was reiterated that the law had moved on since *Rosset,* and that the parties' whole course of conduct in relation to the property must be taken into account in determining their shared intentions as to its ownership. However, such conduct must still be "in relation to the property" and probably only extends to indirect contributions to the purchase price, such as payments into a joint account out of which the mortgage is paid (as was the case in *Abbott*) or works of improvement to the property. It probably remains the case, therefore, that the contribution of domestic endeavour in itself will not give rise to a presumption of a common intention to share beneficial ownership (see *Burns v Burns* [1984] Ch 317). In *Oxley v Hiscox* [2005] 1 Fam 211 Chadwick L.J. had expressed the view that an indirect contribution to the purchase price may suffice, such as a

contribution which has added to the resources out of which the property has been acquired, e.g. work done or services rendered, or expenditure relieving the other spouse of some, at any rate, of his financial obligations.

In *Oxley v Hiscox* a property was transferred into the name of the male partner (the defendant). However, both parties directly contributed to the purchase price. It was, therefore, proper to infer that the non-legal owner should have some beneficial interest. It was then necessary, in the absence of any express agreement, to quantify that share. In the view of Chadwick L.J. each is entitled to that share which the court considers fair having regard to the whole course of dealing between them in relation to the property, including the arrangements which they make from time to time in order to meet the outgoings (e.g., mortgage contributions, council tax and utilities, repairs, insurance and housekeeping). He concluded that it would be unfair to award the claimant a 50% share, given that the defendant's contribution to the purchase price was greater than that of the claimant. He assessed the claimant's share at 40%, not 50%, on the basis, it seems, that approximately 40% of the purchase price was attributable to the claimant's contributions.

Lord Walker in *Stack v Dowden* referred to Chadwick L.J.'s judgment in *Oxley v Hiscox* with approval. However, he added the rider that he would include contributions in kind by way of manual labour, provided that they are significant, as factors to be taken into account in determining the quantum of the claimant's share (para. 36). Baroness Hale also referred to Chadwick L.J's judgment, albeit

commenting that the task of the court was not to assess a fair share, but to determine what the parties must, in the light of their conduct, be taken to have intended (para. 61).

Approach in sole legal ownership cases after *Stack v Dowden*

It would seem that the approach to be adopted after *Stack v Dowden* is as follows:

(1) The burden is on the non-legal owner to establish a beneficial interest. He must overcome the first hurdle of establishing that he has some beneficial interest. That hurdle can be overcome either on the basis of an express oral agreement, or is to be inferred from conduct. Direct contributions to the purchase price and mortgage repayments will certainly give rise to an inference of a common intention to share beneficial ownership. Indirect contributions, such as payment of household expenses, may also suffice, in particular if they have relieved the legal owner of expenditure, thus enabling the legal owner to pay the mortgage.

(2) Once it has been established that the claimant has some beneficial interest, the court must assess, by reference to the whole course of conduct of the parties, the quantum of the share. There will be no presumption of joint, or equal, beneficial ownership. In the absence of an express agreement, a crucial consideration will no doubt remain the extent of the parties' respective financial contributions. This will be so even in a case where both parties have pooled resources. In many cases, therefore, the court may well make an award of a proportionate share in line with the parties' respective contributions on the basis that this most likely reflects their common intention.

(3) However, it will not necessarily be the case that an award will be made in accord with the parties' respective contributions.

(4) Firstly, the court may well award a half share where there evidence of an intention to share assets equally or to hold assets jointly, e.g:

(a) *Midland Bank v Cooke* [1995] 4 All ER 562: where a wife had made a direct contribution to the purchase price of the matrimonial home, held in the sole name of the husband, of 6.74% (one-half of the deposit given to the parties as a wedding gift). The court, however, awarded her a 50% share, having particular regard to: (a) the fact that the wife was contributing what she could to the family's finances from part-time work while also bringing up the couple's children; (b) she had undertaken a liability under a second charge over the matrimonial home for the benefit of the husband's business, thus evidencing an intention to share everything equally; and (c) the parties had introduced into the relationship the additional commitment of marriage.

(b) In *Grant v Edwards* [1986] 1 Ch 618, insurance monies received following a fire at the property were paid into a joint account. The claimant was awarded a 50% share, mainly on the basis that: (a) the payment into a joint account evidenced an intention to share assets equally; and (b) the claimant had had made substantial contributions to household expenses.

(c) In *Abbott v Abbott* (Lawtel, 26 July 2007) a half share was awarded to a wife on the basis that the parties had arranged their finances entirely jointly and undertook joint liability for the repayment of the mortgage.

(5) Alternatively, the court may not award a 50%, but nonetheless award a share greater than that which would be awarded on a resulting trust basis, e.g. in a case where there is no evidence of an intention to share assets equally, but where the non-legal owner has made contributions, of a financial or non-financial nature, other than, or in addition to, contributions to the purchase price. In *Drake v Whipp* [1986] Ch 638 cohabitees purchased a property in the name of the male partner with the intention that it should be their home. The female partner's monetary contribution was 19.4%. However, she was awarded a one-third share, having regard to her contribution of labour and money in the conversion of the property, her payment of household expenses, and housekeeping.

Final analysis

If there is joint legal ownership, there will be joint beneficial ownership unless there is evidence that the parties did not intend to pool resources, and/or kept their finances separate, and did not contribute equally. In other words, the presumption is in favour of joint beneficial ownership. It will only be in a rare case that that presumption will be rebutted. If the presumption is rebutted, then the shares of the parties will be assessed in the same way as they are assessed in a case of sole legal ownership.

If there is sole beneficial ownership, the presumption will be that the sole legal owner is the sole beneficial owner. However, that presumption will be rebutted, if there is an express agreement, or direct or indirect contributions to the purchase price. Once it has been established that the claimant has some beneficial interest, then the court can consider matters other than financial contributions in assessing the quantum of the claimant's share.

Joint Legal Ownership

1. **Is there an express written declaration of trust?**

   If so, determinative, unless rectified for mistake, set aside for fraud, or varied by subsequent agreement or proprietary estoppel.

2. **Is there an express oral agreement as to: (a) whether party has, or has not, got some beneficial interest, or as to (b) quantum of shares?**

It will normally be unnecessary to prove an express agreement that the claimant has some beneficial ownership in joint legal ownership case, because joint beneficial ownership presumed from joint legal ownership. However, there could be an express agreement that the claimant is to have no beneficial ownership, just a nominee.

If express agreement as to quantum of shares, conclusive.

3. **Are there are any grounds to displace the presumption of joint beneficial ownership such as where:**

(a) one party has contributed significantly more than the other to the cost of purchase/household expenses/improvements;

(b) the parties have kept their finances/savings/investments separate;

(c) the parties have agreed that one of them will pay certain expenses, and that the other will pay other expenses, in circumstances where it cannot be inferred that there was a commitment that both would pool resources and pay what they both could afford;

(d) the nature of the parties' relationship is not that of a matrimonial or quasi-matrimonial relationship, nor is it "an ordinary domestic case", e.g. where there is a commercial element to the relationship, or where the parties are merely friends or, possibly, parent and child; and/or

(e) other assets are held otherwise than jointly, or on a 50/50 basis.

If there are no grounds to displace the presumption, there will be an equitable joint tenancy.

4. **If the presumption is displaced, how are the shares to be quantified?**

The share will probably be quantified by reference to the parties' respective contributions to the purchase price on a resulting trust basis.

However, there may be some adjustment to reflect other contributions in the form of:

(a) domestic endeavour;

(b) bringing up of children;

(c) payment of household or other expenses not directly attributable to the purchase price;

(d) labour on improvements;

(e) paying for the cost of improvements.

Sole Legal Ownership

1. **Is there an express written declaration of trust?**

   If so, determinative, unless rectified for mistake, set aside for fraud, or varied by subsequent agreement or proprietary estoppel.

2. **Is there an express oral agreement that the claimant is to have some beneficial interest?**

   This must take the form of some discussion, however imperfectly remembered or however imprecise their terms. There must be communication. It is sufficient to overcome this test that there are discussions from which the non-legal owner could reasonably have understood that (s)he was to have some beneficial interest.

   If there is an express agreement as to quantum, that will be conclusive.

3. **Has the claimant made a direct contribution to the purchase price?**

   In the absence of an express agreement, the payment of the deposit and/or of the mortgage instalments, is usually sufficient to raise an inference of a common intention that the non-legal owner has some beneficial interest.

4. **Has the claimant made indirect contributions to the purchase price, or other payments in relation to the property?**

   If direct payments to the purchase price have not been made, other payments "in relation to the property" may well suffice to raise an inference that the claimant has some beneficial interest, e.g:

   (a) payments to meet joint expenses, or which relieve the legal owner of other expenditure, particularly where the payments are made into a joint account out of which mortgage payments are made; and/or

   (b) expenditure/labour on substantial improvements.

5. **If some beneficial interest is established, how are the shares to be quantified?**

   The court must assess the shares by reference to the whole course of conduct of the parties. There is no presumption of joint or 50/50 equitable ownership.

   The court may well make an award in line with the parties' respective contributions on a resulting trust basis. However, the court might:

   (a) award a 50/50 split, if there is evidence that the parties put other assets into joint names, or arranged their finances on a joint basis, evidencing an intention to share assets and/or liabilities equally; or

   (b) adjust the shares to reflect other contributions in the form of:

      (i) domestic endeavour;

      (ii) bringing up of children;

(iii) payment of household or other expenses not directly attributable to the purchase price;

(iv) labour on improvements;

(v) paying for the cost of improvements.

Charles Holbech

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Charles Holbech specialises in all aspects of property, land and trust law, with a mix of litigious and advisory work and associated professional negligence claims. He has extensive experience in trust drafting, the use of trusts in tax planning and in matters relating to trust administration. His private client work also includes wills, probate, succession and claims relating to the estates of deceased persons, including the area of family provision. His property practice includes commercial, residential and agricultural landlord & tenant law, leasehold enfranchisement, conveyancing, mortgages and manorial rights.

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Edward Cohen - in the course of his general commercial and Chancery practice, he deals with commercial landlord and tenant cases including, in particular, questions of interpretation of commercial leases, rights and remedies of landlords and obligations of tenants arising out of such leases and their assignment and applications for new business tenancies and the terms of such tenancies. He also advises on other property and land issues whether involving contractual issues or more technical aspects and handles such cases when they become contentious. Cases handled involve, in particular, contracts/options for the sale of land, restrictive covenants and mortgages. In view of his wide-ranging practice, he is able to deal with property and land disputes that also involve other areas of law, including insolvency, and his commercial experience enables him to bring a commercial perspective to bear upon such disputes both in relation to the substantive disputes and to the settlement of such disputes.

Nigel Meares deals with problems and disputes that involve the Law of Real Property, sale of land, land registration, restrictive covenants, rights of way and other easements, adverse possession, mortgages - have been a central part of his practice since 1977. He has wide experience in litigation involving commercial and residential property, for example disputes between landlord and tenant, vendor and purchaser,

and neighbouring owners. Areas of specialist advice and drafting include freehold and leasehold conveyancing schemes and Housing Association work. Nigel was involved in the case *West Bromwich Building Society v Wilkinson & Wilkinson* which went to the House of Lords. The decision is likely to affect thousands of negative equity borrowers who lost their homes in the recession of the domestic housing market in the early 1990s.

Jonathan Arkush has a wide experience in most types of disputes and litigation involving property. These include such matters as vendor & purchaser, conveyancing, title, landlord & tenant, misdescription and misrepresentation in contracts for the sale of land, auction contracts, rights of way and other easements, boundary disputes, squatters and trespassers, adverse possession and licences. He has dealt with markets and fairs, both statutory and under charter, and rights to prevent rival markets. He is frequently instructed in relation to mortgage disputes both by lenders and borrowers and has considerable experience of advising and litigation in *Barclays Bank v O'Brien* cases.

Sally Barber is experienced in a wide range of chancery and commercial litigation with particular emphasis on company and insolvency law. From early in her career she gained much experience in Chancery matters with a property bias, which has proved invaluable on many occasions since when dealing with property disputes arising in an insolvency context.

Marilyn Kennedy-McGregor lectured on business computing at The City University Business School and ran her own computer consultancy company before coming to the Bar. Known as a forceful advocate she specialises in commercial and real estate litigation, professional negligence, family provision, contested wills and inheritance claims. She also has in recent years been building an increasingly busy planning and environmental law practice acting for major house builders and property developers.

Adam Deacock deals with all aspects of real property including contracts for sale of land, landlord and tenant (including rent review and leasehold enfranchisement), mortgages, restrictive covenants, easements, boundary disputes. He is particularly skilled where property disputes arise in an insolvency context.

Amanda Eilledge is a property and commercial litigator. Her property work includes commercial and residential landlord & tenant, mortgages, boundary disputes, easements, adverse possession claims, restrictive covenants, options, co-ownership and leasehold enfranchisement. Amanda's commercial practice involves litigation and arbitration in areas such as contract, fraud,

partnerships, financial services and sports related disputes. She also enjoys employment law especially relating to restrictive covenants and confidential information, discrimination and claims for dismissal. In addition she deals with professional negligence claims arising out of these areas.

Tim Cowen practises in property litigation. He has particular expertise in landlord and tenant, including commercial leases, residential tenancies and leasehold enfranchisement. Other specialties include mortgage disputes, all aspects of real property, questions of title, conveyancing problems, property-related insolvency and professional negligence cases. He has also represented a number of local authorities in property matters and related judicial review. Tim regularly contributes to our property bulletin and lectures on commercial property topics. He was appointed Deputy Adjudicator to HM Land Registry.

Gary Lidington worked as a management consultant in the public sector before coming to the Bar. He specialises in all aspects of commercial and property litigation. Other aspects of his practice include professional negligence and construction and technology disputes. He is experienced in all forms of Alternative Dispute Resolution. He was a judicial assistant to the Lord Chief Justice, Lord Woolf, for a legal term in 2002. His loyal client base are testement to his practical, commercially minded, tactically astute and client-centred approach to his work.

David Nicholls specialises in property and land law. He is interested in the law of real property, including easements, rights of way, restrictive covenants and markets and fairs. He also acts regularly in landlord and tenant matters, including possession claims and 1954 Act matters, as well as advising on leasehold valuation and enfranchisement cases. He acts for individuals, property companies and the banks. He is experienced in commercial and insolvency work, particularly in a property context.

11 Stone Buildings
Lincoln's Inn
London WC2A 3TG

T 020 7831 6381
F 020 7831 2575

clerks@11sb.com
www.11sb.com