

LESLEY ANDERSON QC

Year of call: 1989
Year of silk: 2006

Qualifications: LLB - University of Manchester (1984), CEDR
Accredited Mediator (2000)

Clerked by: Gary Young Harry Young

AREAS OF EXPERTISE:

Arbitration Banking & Finance Company Commercial
Litigation Private Client, Trusts and Probate Professional
Negligence International & Offshore Insolvency Mediation
Partnership Real Estate Litigation



Profile

Lesley is a senior silk who practises in all aspects of chancery and commercial litigation with a particular focus on companies, corporate and personal insolvency and commercial property. She is head of Kings Chambers' Business & Property Group.

Lesley has been consistently ranked for years in Chambers & Partners as a Band 1 silk in six areas: chancery; commercial dispute resolution; restructuring/insolvency; professional negligence; partnership and real estate litigation and as a leading silk by the Legal 500 in the areas of chancery, probate and tax; commercial litigation; company and insolvency; professional negligence and property and construction.

For 2020, 2021 and 2022 she has been named by Chambers & Partners as one of only a handful "Stars at the Bar".

She has appeared three times in the Supreme Court: in *Re Digital Satellite Warranty Cover Ltd* [2013] UKSC 7; in *Re North East Property Buyers Litigation: Rosemary Scott v Southern Pacific Mortgages Ltd* [2015] AC 385 and in *Gavin Edmondson Solicitors Ltd v Haven Insurance Co Ltd* [2015] EWCA Civ 1230.

Clients include banks, multi-nationals and major public companies as well as a number of smaller manufacturing and e-commerce companies and professional firms. She has acted for and against the Government including on public interest winding up and directors' disqualification - most recently for the Official Receiver in the attempt to disqualify the directors of the failed high-profile charity: Keeping Kids Company.

Known for her expertise in complex and sensitive shareholder/unfair prejudice disputes, breaches of trust and fiduciary duties and share and asset sale claims. Many of her cases arise in the context of difficult family breakdowns. Lesley often works with those from other areas of the Bar (such as planning lawyers and personal injury lawyers) and with other professionals (such as planners, accountants and financial advisers).

Lesley sits regularly as a Deputy High Court Judge of the Chancery Division and as an arbitrator. Her decision (sitting as a Deputy Judge of the High Court) in *Re Idessa UK Ltd* [2011] EWHC 804 on the correct burden of proof on directors' withdrawal of monies from a company is regularly cited and followed.

She acts often as a mediator (including multi-party and remote mediations) and offers Early Neutral Evaluation. She also acts as an expert (including as an expert on the English law applicable to derivative claims in a claim about Standard Chartered Bank in New York); as an appointed expert under dispute resolution clauses (including recently in relation to the construction of a bridge over the River Mersey) and as Counsel in relation to expert determinations.

Lesley continued to work throughout the Covid-19 pandemic and conducted several fully contested trials on a fully remotely and on a hybrid basis. She also sat remotely as a Deputy High Court Judge and as a mediator.

Member of Gatehouse Chambers (formerly Hardwicke) since 2011.

Lesley is a former legal academic at the University of Manchester and former training manager for Norton Rose M5 Group and contributes regularly to legal and professional conferences and in-house training for solicitors and other professionals and to books and journals. She is the editor of five chapters in Tolley's Insolvency Law and a member of the editorial board for Lexis Nexis Restructuring and Insolvency.

Year of Call: 1989

Year of Silk: 2006

Areas of Expertise

Arbitration

Lesley has significant experience of the use of arbitration in commercial matters including acting as arbitrator and as Counsel. She is also instructed to act as an expert, including under dispute resolution mechanisms. Recent work includes advising and drafting submissions on a

valuation provision in a share purchase agreement which was the subject of agreed expert determination.

Significant Cases

Court of Appeal:

Salford Estates (No 2) Ltd v Altomart Ltd [2015] 3 WLR 491 – application of s.9 Arbitration Act 1996 and the relationship between winding-up petition to recover service charges and insurance rent under lease containing arbitration clause.

Other:

Eric Wright Group Ltd v Manchester City Council [2020] EWHC 2089 (Ch) – successful on appeal from the decision of an arbitrator of a rent review dispute, it was held that the arbitrator had not failed in his duty to allow the landlord a reasonable opportunity to present its case by refusing to permit it to adduce further evidence of fact and circumstances.

Art & Antiques Ltd v (1) Peter Richards (2) Towergate London Market Ltd (3) Zurich Insurance Plc [2014] PNLR 10 – insured's claims for breach of contract and professional negligence arising out of the refusal of indemnity under an insurance contract were struck out save for negligence claim against the brokers where the same claims had been determined by arbitration and an issue estoppel arose.

Banking & Finance

Lesley undertakes work for and against a number of banks especially in relation to secured lending, guarantees, asset finance and recoveries. She has undertaken a number of cases concerned with the mis-selling of interest rate hedging products (within and outside of the FCA Review) and PPI. Acted for the Icelandic liquidator of Fons in relation to the realisation of security over shares in Corporal Limited (ultimate owner of the Hamleys toy stores) given to Kaupthing Bank.

Significant Cases

Supreme Court:

Re North East Property Buyers Litigation: Rosemary Scott v Southern Pacific Mortgages Ltd [2014] UKSC 52, [2015] AC 385 – purchaser of land could not create a proprietary interest in that land, capable of being an overriding interest, until after completion of the contract for sale.

Court of Appeal:

Saw (SW) 2010 Ltd v Wilson [2017] EWCA Civ 1001 – debenture granted by a company to a building society had created an enforceable qualifying floating charge over the company's property within the meaning of Schedule B1 Part 3 Para 14 notwithstanding the crystallization of an earlier charge over the property and the purported appointment by the building society of administrators over the company was valid.

Lloyds Bank Plc and others v Michael William Cassidy [2004] EWCA Civ 1767 – acted for successful receivers in connection with claim for professional negligence against lending bank and receivers appointed under a mortgage of agricultural land.

Medforth v Blake [2000] Ch 86 – receiver of mortgaged property was held to owe the mortgagor a duty beyond that of good faith.

Nationwide Anglia Building Society v Ahmed and Balakrishnan (1995) 70 P & CR 381 – important decision (considered by Supreme Court in *Scott*) on *scintilla temporis* and the indivisibility of contract, transfer and mortgage in secured lending.

Other:

Hall v Royal Bank of Scotland Plc [2009] EWHC 3163 (QB) – duty of care owed by bank

Peter Nolan v Graham Michael Wright [2009] 3 All ER 823 – claim to re-open a consumer credit agreement under s139 of the Consumer Credit Act 1974 as an extortionate credit bargain was an action upon a specialty to which a limitation period of 12 years applied.

Company

Ranked as Leading Silk for Company and Insolvency in Legal 500 and as Band 1 silk for chancery. Lesley acts and advises in relation to all aspects of company law but especially in connection with disputes between shareholders and in breach of trust/fiduciary duty claims. Current and recent work includes advising the Board of a long-established family company in connection with interpretation of its articles of association; advising in connection with the proper interpretation of drag along provisions on a sale of a company to private equity investors and advising majority shareholders of a chain of nursing homes in connection with the meaning of provisions in a debenture.

Significant Reported Cases

Court of Appeal:

Re Derbyshire Aggregates Limited [2021] EWHC 2455 (Ch) – successfully acted for the petitioners at trial in an unfair prejudice claim and related Part 8 claim involving successful aggregates business where shares were valued at c. £20m and central allegation of unfitness was based on improper threats/duress.

Harris v Microfusion 2003-2 LLP [2016] EWCA Civ 1212 – important decision on the correct test for common law derivative claims and the scope of the fraud exception from the rule in *Foss – Harbottle* 67 ER 189.

Strahan v Wilcock [2006] 2 BCLC 555 – successfully defended appeal against decision that a company was a “quasi-partnership” and that the minority shareholder who had been excluded from management was entitled to have his shares purchased by the majority without any discount.

Other:

Malik v Hussain [2021] EWHC 1405 (Ch) and [2020] EWHC 2334 (Ch)– acted at substantial trial and on subsequent consequential remedy hearings where Court declared that an informal partnership which had been set up in relation to SE Asian restaurant business had been in existence for some time before the parties entered a formal partnership deed and was not brought to an end when they formed a company. Related unfair prejudice petition was dismissed. Remedy hearing considered the appropriate scope of *Syers v Syers* when determining whether partnership assets should be placed on the market.

Re Keeping Kids Company [2021] EWHC 175 (Ch) and [202] EWHC 2839 (Ch) – acted on behalf of the Official Receiver in unsuccessful attempt disqualification of charity trustees under the CDDA 1985. Nine-week trial took place during pandemic on hybrid basis.

Stubbins Marketing Ltd v Stubbins Food Partnerships Ltd (In Administration) [2020] EWHC 1266 (Ch) - 18-day trial involving directors’ powers and duties in connection with a management buy-out engaging s.190 CA 2006 and whether there had been informal ratification by shareholders under the principle in *Re Duomatic* [1969] and whether there should be relief from liability under s.1157 CA 2006. Context of family breakdown.

Re Priestley Homes (Bradford) Ltd [2019] 7 WLUK 406 – whether the director of a petitioning company seeking relief for unfair prejudice under s.994 CA 2006 had had authority to issue the proceedings.

Mental Health Care (UK) Ltd v Edward Lupen Healthcare (UK) Ltd [2019] EWHC 1 (Ch) – substantial trial engaging the employment status of a consultant employed by a health care company and the principle on de facto directors and breach of fiduciary duty by failing to declare commercial interests.

Bhullar v Bhullar [2017] EWHC 407 (Ch) – acted for successful party at trial to show that substantial payments had been made in breach of fiduciary duty. Context of family breakdown.

Jennifer Lee v Futurist Developments Ltd [2010] EWHC 2764 (Ch) – company director acted in breach of fiduciary duties he owed to a second company in which he was a shareholder for failing to account for introduction fee on development land owned by second company and paid by the ultimate purchaser of land.

Amparo Castilla Bateman (Widow & Executrix of the Estate of Brian Bateman, Deceased) v Danks Holdings Ltd & Bristol & Babcock Ltd [2009] EWHC 2082 (QB) – in interpreting a transfer agreement between two wholly-owned subsidiaries of the same parent company the natural conclusion to be drawn from the words of the agreement was that all liabilities would transfer unless specifically concluded.

Carter v Freeman Group Plc [2008] EWHC 3576 (QB) –complex and difficult point of law concerning an assignment of liabilities for potential mesothelioma between a partnership and a company was not suitable for summary determination.

Commercial Litigation

Rated as Band 1 silk in Chambers and Partners and as leading silk in Legal 500. Lesley’s extensive practice in commercial dispute resolution includes advising (often from in-house Counsel) on all aspects of commercial contracts and torts including joint ventures, agency, distribution and franchising agreements and share and asset sale warranty claims. Lesley also has significant experience of procedural law including several applications to the Court of Appeal on aspects of the CPR following the decisions in *Mitchell* and *Denton*. Recent work includes advising logistics company on its warehouse and distribution agreements and acting for defendant in relation to alleged wrongful conspiracy and misrepresentation in connection with restructure and equity investment.

Many of Lesley’s commercial litigation cases overlap with her company cases (as to which see separate tab).

Significant Cases

Supreme Court:

Gavin Edmondson Solicitors Ltd v Haven Insurance Co Ltd [2018] UKSC 21 – acted for successful party in Court of Appeal in Supreme Court on important decision on the scope of the solicitors' equitable lien in the context of the Pre-Action Protocol for Low Value Personal Injury Claims in Road Traffic Accidents. Supreme Court held that once defendant or his insurer was notified that a claimant had retained solicitors and they were proceeding under the Protocol settling direct to the claimant was unconscionable and an interference with the solicitors' interest in the fruits of the litigation.

Digital Satellite Warranty Cover Ltd v Financial Services Authority [2013] UKSC 7, [2013] 1 WLR 605, [2013] 2 All ER 202 – extended warranty contracts providing for the repair or replacement of satellite television equipment were contracts of general insurance and so a regulated activity for the purposes of FSMA 2000 and the insurance Directive 73/239 did not prevent Member States from regulating insurance business falling outside the 18 classes listed in its Annex and FSA was entitled to wind up on public interest grounds.

Court of Appeal:

Harris v Microfusion 2003-2 LLP [2016] EWCA Civ 1212 – important decision on the correct test for common law derivative claims and the scope of the fraud exception from the rule in *Foss – Harbottle* 67 ER 189.

Fitzgerald v Henerty [2016] EWCA Civ – acted for successful respondents – Judge was correct to find that there were no suspicious circumstances in connection with the knowledge and approval of a deathbed will.

Salford Estates (No 2) Ltd v Altomart Ltd [2015] 3 WLR 491 – application of s.9 Arbitration Act 1996 and the relationship between winding-up petition to recover service charges and insurance rent under lease containing arbitration clause.

Peter Elliott v Stobart Group Limited and Others [2015] EWCA Civ 449 – successfully defended appeal against judge's decision considering *Mitchell* to refuse the claimant more time to serve a psychiatric report in support of his claim that an injunction obtained by them against him has caused or exacerbated his mental disorder.

Altomart Ltd v Salford Estates (No 2) Ltd [2014] EWCA Civ 1408 – approach to extensions of time to serve respondent's notice in light of *Mitchell* and *Denton* decisions.

ICI Chemicals & Polymers Ltd v TTE Training Ltd [2007] EWCA Civ 725 – Court of Appeal gave guidance as to when summary judgment should be granted where a short point of construction arose on an agreement. Frequently cited case.

Other:

Re Derbyshire Aggregates Limited [2021] EWHC 2455 (Ch) – successfully acted for the petitioners at trial in an unfair prejudice claim and related Part 8 claim involving successful aggregates business where shares were valued at c. £20m and central allegation of unfitness was based on improper threats/duress.

Re Keeping Kids Company [2021] EWHC 175 (Ch) and *[202] EWHC 2839 (Ch)* – acted on behalf of the Official Receiver in unsuccessful attempt disqualification of charity trustees under the CDDA 1985. Nine-week trial took place during pandemic on hybrid basis.

BIP Chemical Holdings Ltd v Blundell [2021] EWHC 2590 (Ch) – claim for breach of warranty and misrepresentation in connection with share purchase agreement of chemicals business.

Malik v Hussain [2021] EWHC 1405 (Ch) and *[2020] EWHC 2334 (Ch)* – acted at substantial trial and on subsequent consequential remedy hearings where Court declared that an informal partnership which had been set up in relation to SE Asian restaurant business had been in existence for some time before the parties entered a formal partnership deed and was not brought to an end when they formed a company. Related unfair prejudice petition was dismissed. Remedy hearing considered the appropriate scope of *Syers v Syers* when determining whether partnership assets should be placed on the market.

Stubbins Marketing Ltd v Stubbins Food Partnerships Ltd (In Administration) [2020] EWHC 1266 (Ch) – 18-day trial involving directors' powers and duties in connection with a management buy-out engaging s.190 CA 2006 and whether there had been informal ratification by shareholders under the principle in *Re Duomatic* [1969] and whether there should be relief from liability under s.1157 CA 2006. Context of family breakdown.

UK Learning Academy Ltd v Secretary of State for Education [2020] EWCA Civ 370 – acted for the SofS successfully resisting attempt to appeal in connection with adult education provision contract – CA held that the alleged formation of an agreed variation to a contractual cap and a submission of promissory estoppel had not been advanced at trial and so would be contrary to the public interest in the finality of litigation for a new case to be advanced on appeal.

Re Priestley Homes (Bradford) Ltd [2019] 7 WLUK 406 – whether the director of a petitioning company seeking relief for unfair prejudice under s.994 CA 2006 had had authority to issue the proceedings.

Malik (Deceased) v Shiekh [2018] EWHC 973 (Ch) – transaction was found to be tainted by undue influence and set aside. A presumption of undue influence was not confined to cases where trust and confidence was reposed, either financially or generally, but also extended to cases where there was evidence of dependence or vulnerability.

Manchester Ship Canal Co Ltd v Environment Agency [2017] EWHC 1340 (QB) – claimant which owned and operated the Manchester Ship Canal had no real prospect of recovering compensation from the Environment Agency for increased water-flow rates in incidents of flooding because the terms of the relevant agreement between the claimant and the Agency's predecessor required the identification of a specific site at which the water-flow rates were to be gauged and the parties had not identified any site.

MRH Solicitors Ltd, Apex Hire UK Ltd and Pennington Legal Ltd v Manchester County Court [2015] EWHC 1795 (Admin)- successful judicial review of findings of fraud made by a recorder against a firm of solicitors and two car hire firms in a personal injury claim where allegations of fraud had not been pleaded against them and the parties had had no opportunity to rebut the allegations.

Howes Percival LLP v Page and Page [2013] EWHC 4104 – defendants’ incorrect assertion that its solicitors were not entitled to recover their costs was held to amount to a repudiatory breach of the CFA with the claimant.

Art & Antiques Ltd v (1) Peter Richards (2) Towergate London Market Ltd (3) Zurich Insurance Plc [2013] EWHC 4104; [2014] PNLR 10 – insured’s claims for breach of contract and professional negligence arising out of the refusal of indemnity under an insurance contract were struck out save for negligence claim against the brokers where the same claims had been determined by arbitration and an issue estoppel arose.

Easyair Ltd (t/a Openair) v Opal Telecom Ltd [2009] EWHC 339 (Ch) – important and frequently cited decision on the factors to be taken into account when deciding to grant summary judgment.

Stephen Carter (as Personal Representative of the Estate of Frank Carter) v Freeman Group Plc [2008] EWHC 3576 (QB) – held that complex and difficult point of law concerning the assignment of liabilities between a partnership and a company was not capable of being determined summarily.

Peter Nolan v Graham Michael Wright [2009] 3 All ER 823 – claim to re-open a consumer credit agreement under s139 of the Consumer Credit Act 1974 as an extortionate credit bargain was an action upon a specialty to which a limitation period of 12 years applied.

Private Client, Trusts and Probate

Lesley undertakes some private client work.

Fitzgerald v Henerty [2016] EWCA Civ – acted for successful respondents – Judge was correct to find that there were no suspicious circumstances in connection with the knowledge and approval of a deathbed will.

Professional Negligence

Ranked as Band 1 silk (Northern) by Chambers & Partners and as leading silk in Legal 500 for professional negligence work. Lesley accepts instructions in relation to negligence claims many professionals but has particular experience in relation to claims against solicitors, barristers, accountants, financial advisers and surveyors. Current work includes advising on the alleged negligence of solicitors in connection with the drafting of a valuation provision in an option agreement; advising on the alleged negligence of building surveyors and professional asbestos specialists over the failure to detect asbestos in luxury residential property and a claim against solicitors for negligence in connection with a debt/equity swap.

Significant Cases

Court of Appeal:

Priory Caring Services Ltd v Capital Property Services Ltd [2010] EWCA Civ 226 – general undertaking not to issue court proceedings against surveyor was binding

Medforth v Blake [2000] Ch 86 – agricultural receiver of mortgaged property was held to owe the mortgagor a duty beyond that of good faith.

Other:

Art & Antiques Ltd v (1) Peter Richards (2) Towergate London Market Ltd (3) Zurich Insurance Plc [2013] EWHC 4104; [2014] PNLR 10 – insured’s claims for breach of contract and professional negligence arising out of the refusal of indemnity under an insurance contract were struck out save for negligence claim against the brokers where the same claims had been determined by arbitration and an issue estoppel arose.

Howes Percival LLP v Page and Page [2013] EWHC 4104 – defendants’ incorrect assertion that its solicitors were not entitled to recover their costs was held to amount to a repudiatory breach of the CFA with the claimant.

Lloyds Bank Plc and others v Michael William Cassidy [2004] EWCA Civ 1767 – acted for successful receivers in connection with claim for professional negligence against lending bank and receivers appointed under a mortgage of agricultural land.

International & Offshore

Since taking silk Lesley is developing an international & offshore practice and has established links with Hong Kong (where she spoke to the Hong Kong and British Chambers of Commerce) and Singapore (where she spoke at the joint meeting of the Singapore Academy of Law and the Chancery Bar Association in March 2015). Recent international work includes advising a global law firm on its partnership matters and acting for the Icelandic liquidator of Fons in relation to the realisation of security over shares in Corporal Limited (ultimate owner of the Hamleys toy stores) given to Kaupthing Bank.

Insolvency

Band 1 silk for insolvency and restructuring (Northern) in Chambers & Partners and leading silk for company and insolvency in Legal 500. Lesley has extensive experience in personal and corporate insolvency (including in relation to cross-border aspects) and acts for and against office-holders especially in relation to asset recovery. She also has significant experience of directors' disqualifications and public interest winding up (both for and against the DBIS) including in relation to carousel and missing trader frauds. Recently instructed in *Lakatamia Shipping Co Ltd v Hsin Chi Su* on whether Mr Su had place of residence within meaning of s.263I(2)(b) Insolvency Act 1986 (although did not do hearing itself).

Lesley sits on the advisory editorial board for Lexis Nexis Insolvency & Restructuring and is the author of five chapters in Tolley's Insolvency Law.

See also Lesley's company and commercial litigation entries for the extensive experience she has in insolvency related disputes.

Significant Cases

Supreme Court:

Digital Satellite Warranty Cover Ltd v Financial Services Authority [2013] UKSC 7, [2013] 1 WLR 605 – extended warranty contracts providing for the repair or replacement of satellite television equipment were contracts of general insurance and so a regulated activity for the purposes of FSMA 2000 and the insurance directive did not prevent Member States from regulating insurance business falling outside the 18 classes listed in its Annex and FSA was entitled to wind up on public interest grounds.

Court of Appeal:

Saw (SW) 2010 Ltd v Wilson [2017] EWCA Civ 1001 – debenture granted by a company to a building society had created an enforceable qualifying floating charge over the company's property within the meaning of Schedule B1 Part 3 Para 14 notwithstanding the crystallization of an earlier charge over the property and the purported appointment by the building society of administrators over the company was valid.

Salford Estates (No 2) Ltd v Altomart Ltd [2015] 3 WLR 491 – application of s.9 Arbitration Act 1996 and the relationship between winding-up petition to recover service charges and insurance rent under lease containing arbitration clause.

Medforth v Blake [2000] Ch 86 – agricultural receiver of mortgaged property was held to owe the mortgagor a duty beyond that of good faith.

Other:

Re Paperback Collection & Recycling Ltd (In Liquidation) [2020] EWHC 1601 (Ch) a fine imposed on a company in criminal proceedings was a debt provable in the winding-up or administration of a company where it was triggered by criminal offences committed prior to the entry into liquidation even if the fine was imposed after the onset of insolvent liquidation. The fine was a contingent or future, debt or liability.

Re Paperback Collection & Recycling Ltd (In Liquidation) [2019] EWHC 2904 (Ch) – High Court did not have jurisdiction to stay proceedings against a company in liquidation for environmental offences.

Re Corporation of West Kent and Ashford College (In Education Administration) [2020] EWHC 907 (Ch) – acted for the administrators – in education administration under the Insolvency Act 1986, as modified by the Technical and Further Education Act 2017, the education administrators had power to propose a company voluntary arrangement to the creditors of a further education body which was a statutory corporation.

Re Corporation of West Kent and Ashford College (In Education Administration) – acted for the Secretary of State for Education in obtaining the second Education Administration Order under Ch 19 of the Technical and Further Education Act 2017 and the Education Administration Rules 2018 in relation to West Kent and Ashford College.

Re Corporation of Hadlow College [2019] EWHC 2035 (Ch) - acted for the Secretary of State for Education in obtaining the first ever Education Administration Order under Ch 19 of the Technical and Further Education Act 2017 and the Education Administration Rules 2018 in relation to Hadlow College.

Mediation

Lesley became a CEDR accredited mediator in 2000 and regularly acts as a mediator in commercial disputes often as a repeat instruction from the professional clients. She has now undertaken over 45 mediations as mediator and tends to do 3 or 4 per year. During the Covid-19 pandemic she

undertook remote mediations. She is particularly respected in partnership matters and believes mediation can be undertaken to resolve issues before they develop into a full blow dispute. Her style is at the evaluative end of the spectrum.

Recent mediations undertaken have related to a professional negligence claim concerning a will; a shareholder dispute concerning a film distribution rights company and a dispute between co-venturers in relation to a piece of development land; a dispute over drainage issues on development land; a dispute over breach of director's duties in a peer-to-peer lending business; a dispute over the overage due arising from a transfer of agricultural land; a dispute over the exercise of a break clause in a lease of commercial premises and claims for unpaid work done.

Partnership

Band 1 silk (Northern) for partnership in Chambers & Partners. Lesley acts in all types of partnership and LLP disputes but especially professional partnerships such as solicitors, surveyors, financial advisers and accountants. Recent and current cases include property and partnership disputes involving a small chain of pharmacy businesses, acting for continuing partners in estate agent and property valuation partnership/LLP in relation to the activities of a former partner and advising the administrators of a firm of solicitors in connection with a dispute over recoveries and priorities with the Solicitors Regulatory Authority,

Significant Cases

Malik v Hussain [2021] EWHC 1405 (Ch) and [2020] EWHC 2334 (Ch) – acted at substantial trial and on subsequent consequential remedy hearings where Court declared that an informal partnership which had been set up in relation to SE Asian restaurant business had been in existence for some time before the parties entered a formal partnership deed and was not brought to an end when they formed a company. Related unfair prejudice petition was dismissed. Remedy hearing considered the appropriate scope of *Syers v Syers* when determining whether partnership assets should be placed on the market.

Stephen Carter (as Personal Representative of the Estate of Frank Carter) v Freeman Group Plc [2008] EWHC 3576 (QB) – held that complex and difficult point of law concerning the assignment of liabilities between a partnership and a company was not capable of being determined summarily.

Real Estate Litigation

Band 1 silk (Northern) in Chambers & Partners for Real Estate and leading silk in the Legal 500. Lesley undertakes all aspects of real property including commercial landlord and tenant. Recently appeared in the Supreme Court on behalf of Mortgage Business Plc (a division of Lloyds Bank) in the *Scott* case concerned with priorities.

Significant Cases

Supreme Court:

Re North East Property Buyers Litigation: Rosemary Scott v Southern Pacific Mortgages Ltd [2014] UKSC 52, [2015] AC 385 – purchaser of land could not create a proprietary interest in that land, capable of being an overriding interest, until after completion of the contract for sale.

Court of Appeal:

No.1 West India Quay (Residential) Ltd v East Tower Apartments Ltd [2021] EWCA Civ 1119 – a demand for payment of the service charge under s.20B(1) Landlord and Tenant Act 1985 had to be a contractually valid demand which was served in accordance with the service charge provisions of the lease and the 18 month limitation could not be circumvented by retrospective validation of the original demand.

Saw (SW) 2010 Ltd v Wilson [2017] EWCA Civ 1001 – debenture granted by a company to a building society had created an enforceable qualifying floating charge over the company's property within the meaning of Schedule B1 Part 3 Para 14 notwithstanding the crystallization of an earlier charge over the property and the purported appointment by the building society of administrators over the company was valid.

Salford Estates (No 2) Ltd v Altomart Ltd [2015] 3 WLR 491 – application of s.9 Arbitration Act 1996 and the relationship between winding-up petition to recover service charges and insurance rent under lease containing arbitration clause.

Nationwide Anglia Building Society v Ahmed and Balakrishnan (1995) 70 P & CR 381 – important decision (considered by Supreme Court in *Scott*) on *scintilla temporis* and the indivisibility of contract, transfer and mortgage in secured lending.

Other:

Eric Wright Group Ltd v Manchester City Council [2020] EWHC 2089 (Ch) – successful on appeal from the decision of an arbitrator of a rent review dispute, it was held that the arbitrator had not failed in his duty to allow the landlord a reasonable opportunity to present its case by refusing to permit it to adduce further evidence of fact and circumstances.

Warwickshire Aviation Ltd v Littler Investments Ltd [2019] EWHC 633 (Ch) – whether judge below erred in finding that an airfield owner had a reasonable prospect of obtaining planning permission to demolish buildings on site and to cease use as airfield in order to enable residential development.

Malik (Deceased) v Shiekh [2018] EWHC 973 (Ch) – transaction was found to be tainted by undue influence and set aside. A presumption of undue influence was not confined to cases where trust and confidence was reposed, either financially or generally, but also extended to cases where there was evidence of dependence or vulnerability.

Manchester Ship Canal Co Ltd v Environment Agency [2017] EWHC 1340 (QB) – claimant which owned and operated the Manchester Ship Canal had no real prospect of recovering compensation from the Environment Agency for increased water-flow rates in incidents of flooding because the terms of the relevant agreement between the claimant and the Agency’s predecessor required the identification of a specific site at which the water-flow rates were to be gauged and the parties had not identified any site.

Holaw (470) v Stockton Estates Ltd (2001) 81 P & CR 29 – whether a right of way, reserved for the benefit of the underlessee of the dominant tenement was determined on the expiry of the tenancy by effluxion of time or capable of survival by implied reservation or rectification.

Significant reported cases

- *Re Derbyshire Aggregates Limited* [2021] EWHC 2455 (Ch) – unfair prejudice
- *BIP Chemical Holdings Ltd v Blundell* [2021] EWHC 2590 (Ch) – breach of warranty and misrepresentation
- *No.1 West India Quay (Residential) Ltd v East Tower Apartments Ltd* [2021] EWCA Civ 1119 – service charges and costs under L & T Act 1985
- *Malik v Hussain* [2021] EWHC 1405 (Ch) and [2020] EWHC 2334 (Ch)– partnership
- *Re Keeping Kids Company* [2021] EWHC 175 (Ch) and [202] EWHC 2839 (Ch) – disqualification of charity trustees under the CDDA 1985
- *Eric Wright Group Ltd v Manchester City Council* [2020] – arbitration and rent review
- *Stubbins Marketing Ltd v Stubbins Food Partnerships Ltd (In Administration)* – directors’ powers and duties
- *Re Paperback Collection & Recycling Ltd (In Liquidation)* [2020] EWHC 1601 (Ch) and [2019] EWHC 2904 (Ch)
- *Re Corporation of West Kent and Ashford College (In Education Administration)* [2020] EWHC 907 (Ch)
- *UK Learning Academy Ltd v Secretary of State for Education* [2020] EWCA Civ 370
- *Re Priestley Homes (Bradford) Ltd* [2019] 7 WLUK 406
- *Warwickshire Aviation Ltd v Littler Investments Ltd* [2019] EWHC 633 (Ch)
- *Mental Health Care (UK) Ltd v Edward Lupen Healthcare (UK) Ltd* [2019] EWHC 1 (Ch) – de facto directors and breach of fiduciary duty
- *Malik (Deceased) v Shiekh* [2018] EWHC 973 (Ch) – undue influence
- *Gavin Edmondson Solicitors Ltd v Haven Insurance Co Ltd* [2018] UKSC 21 – solicitors’ equitable lien
- *Saw (SW) 2010 Ltd v Wilson* [2017] EWCA Civ 1001 – floating charge and crystallization
- *Manchester Ship Canal Co Ltd v Environment Agency* [2017] EWHC 1340 (QB)
- *Bhullar v Bhullar* [2017] EWHC 407 (Ch) – directors’ breach of fiduciary duties
- *Harris v Microfusion 2003-2 LLP* [2016] EWCA Civ 1212 – derivative claims
- *Fitzgerald v Henerty* [2016] EWCA Civ – knowledge and approval of will
- *MRH Solicitors Ltd v Manchester County Court* [2015] EWHC 1795 (Admin)
- *Elliott v Stobart Group Ltd* [2015] EWCA Civ 449 – relief from sanctions
- *Salford Estates (No 2) v Altomart Ltd* [2014] EWCA Civ 1575 – arbitration and winding-up
- *Altomart Ltd v Salford Estates (No 2) Ltd* [2014] EWCA Civ 1408 – relief from sanctions
- *Re North East Property Buyers Litigation* [2014] UKSC 42 – priority of mortgages and overriding interests
- *Howes Percival LLP v Page* [2013] EWHC 4104 (Ch) – solicitors’ negligence and CFAs
- *Art & Antiques Ltd v Richards* [2013] EWHC 3361 – insurance and issue estoppel
- *Re Digital Satellite Warranty Cover Ltd* [2013] UKSC 7 – regulation of insurance contracts and EU law
- *Jennifer Lee v Futurist Developments Ltd* [2010] EWHC 2764 (Ch) – breach of fiduciary duty and commission
- *Priory Caring Services Ltd v Capita Property Services Ltd* [2010] EWCA Civ 226 – undertakings not to sue
- *Hall v Royal Bank of Scotland Plc* [2009] EWHC 3163 (QB) – duty of care owed by bank
- *Amparo Castilla Bateman (Widow and Executrix of the Estate of Brian Bateman, Deceased v Danks Holdings Ltd* [2009] EWHC 2082 (QB) – company transfers and liability for mesothelioma
- *Easyair Ltd (t/a Openair) v Opal Telecom Ltd* [2009] EWHC 779 (Ch) and [2009] EWHC 339 (Ch) -summary judgment
- *Nolan v Wright* [2009] EWHC 305 (Ch) – extortionate credit bargain under s.39 CCA 1974 and limitation
- *Stephen Carter (PR of Frank Carter) v Freeman Group Plc* [2008] EWHC 3576 (QB) – assignment of liabilities and mesothelioma
- *ICI Chemicals & Polymers Ltd v TTE Training Ltd* [2007] EWCA Civ 725 – summary judgment on points of law
- *Holaw (470) v Stockton Estates Ltd* (2001) 81 P & CR 29
- *Medforth v Blake* [2000] Ch 86 – duties of agricultural receivers
- *Nationwide Anglia Building Society v Ahmed and Balakrishnan* (1995) 70 P & CR 381 – scintilla temporis

Memberships

Bencher, Chair of Membership Committee and Executive Committee member of The Honourable Society of the Middle Temple

Chancery Bar Association (including co-opted member of Committee)

Northern Chancery Bar Association (past Chairman)

Northern Circuit Commercial Bar Association

Northern and North Eastern Circuit

Appointments

Recorder (2006)

Authorised to sit as Deputy High Court Judge of the Chancery Division (2008).

Head of Business & Property Group (2017)

Qualifications

LLB - University of Manchester (1984)

CEDR Accredited Mediator (2000)

Recommendations

Chambers UK 2022:

"Lesley is one of the top barristers in Manchester." "She is very impressive."

Legal 500 2022:

"Huge knowledge, dedication to the cause and an endearing style that clients like and respect; a very safe pair of hands and a go-to person."

"I have instructed Lesley when dealing with a number of challenging clients. Lesley has the ability to cut through complex issues and to swiftly deliver strategic advice in a straightforward, down to earth manner. She is very approachable and a joy to work with because of this."

Chambers UK 2021:

Since being in practice Lesley has received consistent recommendations in Chambers Guide where she is ranked as a Band 1 silk in six areas and the Legal 500:

"She is tremendously impressive. She has that gift of being able to communicate complicated ideas very simply to clients." "Lesley is able to cut through large amounts of information to get to the heart of the case and identify the key points. She is outstanding on her feet."

"She is highly intelligent, commercially astute and very thorough. An exceptional advocate." "She has a calm, straightforward and sensible approach. Her advice is pragmatic and is presented in a succinct and user-friendly way. She is a fierce advocate and is outstanding on her feet."

"She is methodical and thorough."

"She is absolutely outstanding all round."

"Lesley advises in a courteous, efficient, practical and speedy manner. She is an outstanding lawyer." "She is very easy to deal with, bright, tactically astute, and down to earth." "She's absolutely superb and extremely knowledgeable."

"She is highly intelligent and has a great presence in court." "She is brilliant on her feet." "Lesley has a real gift when it comes to speaking to clients and they are quickly inspired with confidence that she is really invested in fighting their corner."

Legal 500 2020:

"An impeccably prepared and highly effective advocate"

"An excellent advocate, that clearly has the respect of the Judiciary and the profession. Her technical knowledge and expertise are exemplary, as is her approach towards clients. Highly skilled in strategizing and understanding the needs of commercial clients."

"Fabulous in court. Tenacious cross-examination; masterful approach to the documentation; a pleasure to use and to put in front of the client."

"She is a fierce and tenacious advocate and outstanding on her feet. Instructing solicitors and clients can be confident that Lesley will do an excellent job and she is the barrister that you want on your side and not against you."

"Lesley prepares thoroughly and gives clear and firm advice - she doesn't sit on the fence. She is an excellent advocate and a good team player."

"An excellent advocate, tactically astute, and very user friendly."

Legal 500 2018:

'A tenacious, forthright and perceptive advocate.'

'Very experienced in commercial landlord and tenant cases.'

Legal 500 2017:

Shortlisted for 'Regional Silk of the Year'.

'She is very commercially minded and provides a realistic view of a case's merit.

'A tenacious advocate, who is thorough in her approach; every stone is turned over and fully analysed.'

Chambers UK 2020:

"She is very sensible, yet knows when and how to fight very passionately for her clients." "She's bright, hard-working and an excellent advocate."

"A formidable advocate with good procedural knowledge. She cuts to the chase and has a good eye for detail. She is a brilliant all-round lawyer." "A formidable opponent."

"She is a formidable advocate with good procedural knowledge who cuts to the chase and has a good eye for detail. She is a brilliant all-round lawyer."

"She is very good and has got a good profile nationally. She is a fearsome advocate and her cross-examination is very impressive." "She is very analytical; she lays things out in a sensible, analysed way and she manages client expectations very well."

"She is a formidable advocate with good procedural knowledge. She cuts to the chase, has a good eye for detail and is a brilliant all-round lawyer."

"She has an impressive ability to persuade judges to come round to her way of thinking. Without fail all clients are impressed by her."

Chambers UK 2018:

"Extremely academic, extremely good on her feet and expressive without being aggressive." "Exceedingly able, experienced and client-focused. Her advocacy is second to none."

"She is the full package; excellent on paper and a tenacious advocate." "She is extremely thorough and fantastic in court."

"A tough fighter in partnership cases who is certainly very well regarded in the field." "Recommended for high-end work in this space."

"She's excellent, reliable and very professional."

"A phenomenal silk who is excellent in court." "She's in a world of her own in terms of quality and strength. She's fantastic." "Very incisive, very intelligent and very effective in court."

"She is highly intelligent, good on paper, and a very strong advocate." "She is committed to her cases and gets on well with clients."

Chambers UK 2017:

"She is fantastic. A very formidable advocate and she instils a sense of confidence in you when advocating on your behalf. Really top-drawer."

"She has a formidable presence as an advocate and shows softer skills with clients." "A very bright individual, very focused and always on top of papers."

"She advises on complicated partnership disputes and is excellent in her field."

"Lesley Anderson QC is a joy to instruct on a variety of issues. She is a very impressive and powerful advocate who is also extremely approachable." "She has great ability in conference and is fantastic with our clients."

"She exhibits an encyclopaedic knowledge of the law." "Very good on her feet, unstoppable, very responsive and always offers a strategic angle."

"She is very bright, good with clients and tireless in getting the right result."

Chambers UK 2016:

"A tenacious Chancery counsel who is excellent in cross-examination. She is able to dissect cases quickly and is first class in conference. She adopts a real common-sense approach".

"She is very thorough, tactically very astute – a big personality in negotiation". "An excellent advocate who is very empathetic with clients".

"Well respected by clients and judges". "A ferocious advocate and a very good lawyer".

"She's top drawer when dealing with professional negligence issues. She's an exceptional silk at the Northern Bar".

"A great and intelligent advocate: really well prepared and good on her feet".

"She is also razor-sharp and incredibly nice; she's very good with clients." "She is very user-friendly but she doesn't take any nonsense – she's an iron fist in a velvet glove".

Legal 500 2015:

"A tenacious, combative yet measured advocate who always impresses clients".

Chambers UK 2015:

"She's got a first-class mind. She's great with clients, solicitors and juniors." "She's probably one of the most respected silks in Manchester. She is a very punchy cross-examiner."

"A forthright advocate who doesn't miss any points."

"She is very, very strong in everything she does. She's excellent." "Lesley Anderson has a fantastic and well-earned reputation."

"She is very hands-on and the quality of her advice is excellent." "She is as impressive as ever and works on high-profile cases." "A truly exceptional silk." "If there's anything difficult or complex you need your number-one team on, she's your first port of call."

The Chambers 100 UK Bar 2014:

"Combines approachability, technical ability and excellent tactical judgement."

Chambers UK 2014:

"She is tremendously commercial and has an easy confidence which is infectious. She is robust but adaptable in her approach."

"She is exceedingly thorough; a fantastic team player who really gets on with clients and puts her heart and soul into the case."

"She commands considerable respect and authority in the courtroom."

"She is exceedingly thorough and a fantastic team player. She really gets on with clients and she puts her heart and soul into a case."

"She has a tremendous courtroom ability – she can just scythe through the other side's witnesses and evidence."

"She is hard to beat at the regional Bar for insolvency matters; she is great on paper and even better on her feet."

"She is exceedingly thorough, a fantastic team player and really gets on with clients."

Legal 500 2014:

"Extremely thorough and very user friendly"

"Meticulous on paper and devastating on her feet"

Chambers UK 2013:

Is "extremely methodical and very professional."

"A great advocate who presses every point until it gets home." and "effective at drawing out of witnesses answers which they may have resisted giving."

"Is a calm and collected" barrister who is both "proactive and knowledgeable." "She gets to grips with the matter at an early stage in order to overcome difficult issues from the off."

Is "hard to beat at the regional Bar for insolvency matters; she is great on paper but even better on her feet." Anderson is widely respected by fellow barristers, who appreciate her experience and preparation in proceedings, "I think her main characteristic is her ability to foresee the potential problems at an early stage," say those that use her.

