

# SAMUEL LAUGHTON

"A first-rate advocate who is skilled in multidisciplinary litigation"  
(Legal 500 2020)



Call 1993

Ranked by the Legal 500 as a Leading Junior in both Property Litigation and Agriculture, Sam Laughton's practice encompasses a broad range of Chancery litigation and advisory work, with a particular focus on both commercial and private disputes relating to property.

He is particularly skilled in multidisciplinary litigation, drawing on his expertise in: land contracts; restrictive covenants and easements; commercial and residential landlord and tenant; personal and corporate insolvency; commercial disputes and company law; family and corporate trusts; wills, probate and the administration of estates; and professional negligence arising out of these fields.

## Commercial Chancery

Sam has a long and wide experience in advising and litigating in such areas as contract, insolvency, company and partnership law.

### Reported Cases:

- **Re Burton Marsden Douglas (a firm)** [2004] 3 All ER 222: A new partnership of solicitors was not treated as having taken over the debts of a previous partnership since the old partnership obligations had not been novated, lacking the agreement of the new partners and the creditor, or consideration. Furthermore, s.71 of the Solicitors Act 1974 did not by itself create a liability to make repayments on the part of someone who would not otherwise be subject to that liability.
- **Ani v CCS Communication Control Systems** [2004] All ER (D) 309: The claimant was entitled to judgment in respect of a sum of \$US190,000 which he had paid towards a distribution agreement that the parties had never in fact effected; the contract entitled the defendant only to retain an initial payment of \$US10,000 in those circumstances.
- **Gill v Tsang** [2003] All ER (D) 175: The court was not limited, in working out an order for specific performance of a contract, to the strict and precise terms of that contract. The court was giving effect

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to an equitable remedy on equitable principles; by doing so, it was indeed enforcing and giving effect to the substantive elements of the contract, of which specific performance had been ordered.

- **Qayoumi v Qayoumi** [2002] All ER (D) 353: A consent order was set aside in circumstances where a device had been employed to mislead the court.
- **Re a debtor** (No 2477 of 2001) [2001] All ER (D) 85: An appeal against a refusal to grant a bankruptcy order was dismissed since the relevant agreement was not binding on the debtor. Even if he was, then he was jointly and severally liable with the other co-founders, none of whom had signed the agreement. That was more of a liability than the debtor had ever intended to bear.

## Private Client: Contentious

Sam's focus in this area is on contentious probate and trusts disputes, particularly where they interrelate with property or business matters.

Reported Cases:

- **Choudhury v Choudhury** [2006] All ER (D) 340: The court found that, subject to certain allocations, two brothers in a large Muslim family together dealt with certain family assets with a view to increasing their value for the benefit of members of the family faction that had interests in various properties, in proportion to shares agreed under mediation governed by Shariat law.
- **Tyrell v Tyrell** [2002] All ER (D) 134: A testator's will left his residuary estate on trust to be divided equally among his grandchildren. However, only two of the names identified in the will were those of his four grandchildren: the other two were the wife and daughter of one of the grandchildren identified in the will. On the true construction of the will the testator's estate would be divided equally among his grandchildren.
- **Gibbons v Nelsons** [2000] PNLR 734: A solicitor owed a duty of care to a testatrix to ascertain her specific intention in relation to property over which she held a general power of appointment, and to ensure that the terms of her will accorded with that intention.

## Property

Sam is a real property specialist, with a deep understanding both of traditional property principles and of the modern laws based on land registration: as well as wide experience in the common law and statute-based rules of landlord and tenant (including leasehold enfranchisement).

Reported Cases:

- **Abdulla v Whelan** [2017] 1 WLR 3318: The legal estate in a lease held on trust by a bankrupt and her co-tenant on behalf of themselves was "property held on trust for any other person" within the Insolvency Act 1986 s.283(3) and so was excluded from the bankrupt's estate. A disclaimer served by the trustee in bankruptcy therefore did not end the legal estate in the lease or the bankrupt's liability to pay rent.
- **Collins v Collins** [2015] EWHC 2652 (Ch), [2016] 2 P & CR 6: A gift of the equitable interest in an entirely landlocked piece of land that was intended for commercial development gave rise to equitable

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and legal easements for access by commercial vehicles over other land in the settlors' sole ownership. It was fanciful to suggest that there had been an intention to make a gift of the whole equitable interest in an entirely landlocked piece of land that was intended for commercial development but with no means of vehicular access.

- **Yeates v Line & Field** [2013] Ch 363: An appeal to the High Court from the Adjudicator to HM Land Registry, concerning the question of whether s.2 of the Law of Property (Miscellaneous Provisions) Act 1989 applied to an oral settlement agreement concerning an adverse possession dispute and an application to alter the register. The judge found that it did not, holding that although the 'effect' of the agreement was to dispose of an interest in land, that was not the 'purpose' of the agreement, thus extending the reach of the Court of Appeal decision in **Joyce v Rigolli** [2004] EWCA Civ 79, [2004] 1 P & CR D55.
- **Power v Stanton** [2010] 42 EG 110: It was held that the death of a landlord does not mean that his successor in title cannot be identified or found within the meaning of s.50(1)(b) of the Leasehold Reform, Housing and Urban Development Act 1993. Rather, a s.42 notice under that Act can be served in such circumstances either on the executors of an unproved will or by using s.18(1) of the Law of Property (Miscellaneous Provisions) Act 1994.
- **Barrett v Halifax** [1995] 28 HLR 634: A court order granted leave to mortgagors to sell the mortgaged property at a price less than the sum secured and to pay outgoings of the sale from the proceeds of sale.

## Recommendations

*'He is super diligent and thorough in preparation.'*

*'He provides a real thoroughness and is able to stand back and provide a calm assessment of the situations and options.'*

Legal 500 2020

"A first-rate advocate who is skilled in multidisciplinary litigation"

Legal 500 2020 - Property Litigation

'Recommended for a variety of agricultural-related matters'

Legal 500 2020 - Agriculture

'Relates to clients and assimilates large amounts of detail quickly.'

Legal 500 2018 - Property Litigation (Tier 1)

'Able to provide accurate and accessible advice at very short notice.'

Legal 500 2018 - Agriculture

"Without parallel at his level."

Legal 500 2017 - Property Litigation

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“Very persuasive in court.”

Legal 500 2017 - Property Litigation

“Excellent.”

Legal 500 2016

“A go-to barrister for all complex property and land related issues.”

Legal 500 2015

## Qualifications

- BA Hons, Cambridge University

## Associations & Memberships

- Chancery Bar Association
- Property Bar Association

## Publications

Author of Westlaw UK Insight entries on:

[Easement](#); [Quasi-Easement](#); [Right of Way](#); [Right to Light](#)

Author of Lexis Nexis article on easements implied in favour of mortgagee over non-mortgaged land (***Taurusbuild Ltd and others v McQue and another***)

[Sam Laughton – Ten Old Square – Easement implied in favour of mortgagee over non-mortgaged land – 04.19](#)

## Speaking Engagements

Sam Laughton delivers talks at Ten Old Square seminars as well as in-house seminars for chambers' clients.

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