



Samuel Laughton, MA (Cantab)
Call 1993

Samuel Laughton was called to the Bar in 1993, and his practice encompasses a broad range of Chancery and commercial litigation and advisory work.

He specialises in all aspects of property litigation, including residential, business and agricultural tenancies, mortgages, restrictive covenants, easements and boundary disputes; personal and corporate insolvency; commercial disputes and company law, including directors' disqualification; wills probate and administration of estates; charities; and professional negligence arising out of these fields.

He is a member of the Chancery Bar Association and the Property Bar Association.

Samuel's reported cases include:

- *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.
- *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.
- *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.
- *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.
- *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.
- *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 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.
- *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.
- *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.