

SJBCom

ST JOHNS BUILDINGS
BARRISTERS
CHAMBERS

24A-28
ST JOHN ST
MANCHESTER
M3 4DJ

DX 728861
MANCHESTER 4

TEL 0161-214 1500
FAX 0161-835 3929

AND

16 WINCKLEY
SQUARE
PRESTON
PR1 3JJ

DX 714582
PRESTON 14

TEL 01772 256100
FAX 01772 256101



Welcome to this the first Newsletter from the SJB Commercial Group.

The Group has recently recruited 2 new members to augment the team of specialist commercial barristers. Peter Tyers-Smith is a former solicitor while Jennifer Newstead is an insolvency specialist who joins us from Bristol. Further details appear on page 7 of this Newsletter.

Since the merger of Merchant Chambers with St. Johns Chambers the group has expanded to 15 members who together under the leadership of David Berkley QC offer a broad range of services for the business and banking communities in the North of England and beyond.

An important element of the merger success was access to the strong

infrastructure which St Johns Buildings as the largest set in the North of England offers.

The opening of St Johns Buildings Preston is another significant advance which will make it possible for clients in Lancashire, Fylde and Cumbria to access our services with ease.

Following the merger the SJB Commercial Group has won recognition for the strength of its team and the dedication of its clerks. We look forward to 2008 as a year of further development and will be happy to receive feedback and suggestions from our solicitor base.

In order to learn more about the SJB Commercial Group please contact the Senior Clerk, Teresa Thiele, who will be able to advise you about the services that are offered.

We hope that you enjoy this newsletter. Please let us have your comments and suggestions for future editions. You can email your comments to us at

SjbCom@stjohnsbldings.co.uk

In this Issue:

Contract Law	2
Banking Litigation	3
Insolvency	3
Equity	5

The SJB Commercial Group was formerly Merchant Chambers in Manchester and merged with St Johns Buildings in July 2004. Its members are recognised particularly for their expertise in Banking, Credit and Securities, General Commercial law, Property, General Chancery law, Intellectual Property and Fraud and each is well regarded within his or her individual practice fields.

Members of the Group regularly act for high profile large multinationals as well as small businesses and individuals alike. The group are sympathetic to clients who seek practical solutions to their problems and match their legal skills and experience to defined objectives.

Services of the SJB Commercial Group

Advice and representation is given in all types of banking matters including securities issues, receivership, asset finance and consumer credit.

Contract disputes are handled as well as construction and engineering matters and defamation. Insurance is a specialism and intellectual property services cover trademarks, patents, copyright and registered design. All types of landlord and tenant matters are dealt with.

Partnership is another area and a wide range of professional negligence matters are handled.

Real property is a notable specialism and all aspects of sale and carriage of goods are dealt with. Advice is given on Trusts and Inheritance issues and Sports and Media law are also areas undertaken.

The approach of the group is flexible and businesslike with an emphasis on client partnership.

We take the service we deliver to the highest levels based on:

- Clear recognition of the clients needs
- Matching comprehensive skills and experience
- Building effective relationships

Richard Selwyn Sharpe looks at Rescission for Duress in the light of a recent decision in the Court of Appeal. ▼

Contract Law - *Halpern v Halpern* in the Court of Appeal

It is rare for a contested inheritance case to reach the Court of Appeal on an important point of law (let alone two) before trial. What is also unusual about the case of *Halpern v Halpern* is that it involves a claim to set aside a compromise agreement reached between two sides of a family fighting over their father's and mother's inheritance.

The claimants are the son and grandson of a deceased Rabbi. Their claim was to enforce a compromise alleged to have been reached with the deceased's four other sons and a daughter, three of the sons also being the deceased's executors.

The alleged compromise was of an arbitration before a Beth Din held in the main in Zurich intended to settle issues relating to the children's inheritance not just out of their parents' estates valued for probate but out of other assets which were brought into account in considering what should be a fair share for the first claimant Israel. The defendants alleged that the compromise was procured by duress on the part of the Rabbi presiding over the Beth Din, namely an insistence that each of the defendants would, if the arbitration continued, be forced to swear a Shavuah (a ritual oath) or each pay a penalty of £250,000 each. That form of oath the defendants say is one which was known to the Rabbi to be one which would not in fact ever be sworn by an observant Jew.

It was an alleged term of the compromise agreement that the claimants destroy or hand over certain documents produced during the Beth Din as a condition precedent to enforcement of the agreement for payment of money to the claimants. The claimants alleged that they were prejudiced by the act of destruction which benefited the defendants and that restitutio in integrum appeared not to be possible. In other words the ability of the defendants to restore the other party to the position they were in prior to the agreement sought to be rescinded had gone.

An application for summary judgment was made on behalf of the claimants and dismissed by Mr Justice Christopher Clarke on the main issues. However the judge ordered the trial of a preliminary issue of pure law namely

whether it was a requirement for a claim of duress that the party trying to rescind the contract could provide restitutio in integrum. This was an important issue to the parties because it was alleged by the claimants that the documents had been destroyed and so that even if the defendants succeeded in their case on duress the claimants could not be restored to the status quo prior to the compromise agreement.

The defendants lost the preliminary issue at a hearing before Nigel Teare QC (as he then was) sitting as a deputy judge of the High Court but appealed to the Court of Appeal. They also appealed a ruling at the summary judgment application that Jewish Law could not be the applicable law of the contract. An important issue of conflicts of law arose, with ramifications for the applicability in English Law of other nonstate laws such as Sharia law.

The Court of Appeal gave their ruling on 3rd April 2007 at a hearing before Lord Justice Waller (Vice President) and Lord Justices Sedley and Carnwath.

On the applicability of Jewish Law the Court of Appeal held that English Law was the applicable law of the compromise agreement under the Rome Convention Article 4 (2) because the executors resided in England. There was no question of Jewish Law being either expressly or impliedly the applicable law. However Jewish Law might be relevant as an aid to interpretation of the compromise agreement ("as part of the contractual framework") and this was consistent with the Convention.

On the second preliminary issue the decision of Nigel Teare QC was set aside. Giving the main judgment on this issue Lord Justice Carnwath held that it was not necessarily the case that a party seeking rescission for duress had to be able to provide counter-restitution.

Rescission for duress should be no different in principle from rescission for other vitiating factors. The practical effect of counter-restitution (as explained by Lord Blackburn in the leading 19th century case of *Erlanger v New Sombrero Phosphate Company* (1878) 3 App Cas 1218) would depend on the circumstances of the particular case.

If at trial the defendants were able to establish that their consent to the compromise was procured by duress it would be surprising if the law could not provide a suitable remedy.

The defendants had argued that the Erlanger “practical justice” approach should be taken a stage further so that counterrestitution may be difficult to assess but is never impossible : it may be assessed by putting a monetary value on the loss of documents.

The court held that the precise form of remedy, whether equitable or tortious, could not sensibly be decided until the full facts were known.

In the event the point awaits determination in another context because happily for the litigants in Halpern, they subsequently reached a compromise of the claim and the action has now been discontinued

Richard Selwyn Sharpe

- David Berkley QC led Richard Selwyn Sharpe for the Defendants.
- The Court of Appeal decision [2007] EWCA Civ 291 is reported in The Times May 14th 2007.

Peter Tyers-Smith looks at a recent Bank Charges Case.

Banking Litigation - Gillin v Lloyds Bank TSB Plc

On 26 June 2007 District Judge Waterworth sitting in the Coventry County Court delivered judgment in one of the plethora of cases brought by consumers against their current account provider for recovery of the charges they have routinely (and until recently without complaint) imposed for exceeding overdraft limits.

Fuelled by the consumer focused programmes broadcast during November 2006, Gillin sought to argue that the charges his bank applied to his account constituted unfair penalties under the Unfair Terms in Consumer Contracts Regulations 1999 and that the charges had not reflected the administrative cost consequent upon any contractual breaches by him but were unlawful extravagant penalties.

The Bank was not represented and did not appear at the Small Claim final hearing but the District Judge still required Gillin to prove his case. The Bank defended Gillin’ claim on the basis that the charges were not penalties arising by reason of

his breach of contract but were charges for the provision of banking services. The Bank contended that such charges could ordinarily be avoided if Gillin maintained his account in credit or within the limits agreed.

The District Judge found that by merely exceeding his overdraft limit, Gillin did not render himself in breach of contract. It therefore followed that in the absence of breach of contract, the charges could not amount to unlawful penalties. In the circumstances the charges imposed by the bank were for the provision of banking services.

The District Judge went on to conclude that if a banking customer rendered himself in breach of contract by exceeding his overdraft limit, it may well be necessary in such circumstances to scrutinise the charges imposed to ascertain whether they reflected the actual administrative cost to the Bank in dealing with the customer’s breach. If the charges did not reflect actual administrative costs, then they may well amount to unlawful penalties.

In dealing with Gillin’ reliance upon the Unfair Terms in Consumer Contracts Regulations 1999, the District Judge found that it could not be said that the charging clause itself was unfair, because it was accepted that the Bank was entitled to make a charge in the event the overdraft limit was exceeded. Gillin accepted that he had received a copy of the Bank’s tariff of charges from time to time. The District Judge found that a clause entitling the bank to impose charges did not cause the necessary imbalance in the parties’ rights.

The Claimant’s real complaint was with the level of charges rather than the Bank’s entitlement to impose them. In that regard the District Judge referred to regulation 6(2) which provides that the test of fairness does not extend to the adequacy of price or remuneration as against the goods or service supplied in exchange. If the charging clause had been explained in plain intelligible language, which in this case it had, the Court was not entitled to find that the charging clause was unfair because the charges were said to be excessive. The Claimant’s claim was dismissed.

Peter Tyers-Smith

(see page 7 for more information about the author)

Richard Carter looks at a 2 recent decisions concerning personal insolvency and spouses’ interests.

Insolvency - The Battle between Divorcing Spouses and Trustees in Bankruptcy Continues

Hill and Bangham v Haines [2007] EWHC 1012 Ch

The bankrupt and his wife, Mrs Haines, were divorcing. They were joint legal and beneficial owners of the former matrimonial home (FMH). After a contested ancillary hearing Mrs Haines obtained a property adjustment order from the matrimonial court that the bankrupt transfer to her all of his interest in the FMH. It was part of that case that the husband was hopelessly insolvent and this was expressly recognised by the matrimonial court.

The husband was made bankrupt and the Claimants were appointed. Thereafter, the District Judge executed a transfer of the property on behalf of the husband. The Claimants contended that the property adjustment order amounted, in effect, to a transaction at an undervalue, because the wife had provided no consideration that could be measured in money or money’s worth for the receipt of the bankrupt’s share of the property. The wife argued that the giving up of her right to pursue the bankrupt once the order was made amounted to proper consideration. The Claimants were unsuccessful at first instance. They appealed.

The court reasoned that a claim for ancillary relief (such as the property adjustment order obtained by Mrs Haines) because of its discretionary nature is not a cause of action. As no cause of action exists to be compromised, the wife could not give consideration by seeking to compromise her claims for that relief in a settlement that, by definition, is not binding. The settlement only becomes binding when the court incorporates it into an order. Whether this is by way of consent order or on order made after a contested hearing makes no difference to a trustee in bankruptcy’s ability to seek to set the transaction aside as a transaction at an undervalue.

The court said that the test to determine whether or not a transaction was at an undervalue was whether or not it was for no consideration at all under Section 339(3)(a) of the Insolvency Act 1986 and/or whether under Section 339(3)(c), the transaction is for a consideration "the value of which is significantly less than the value of the consideration provided by the individual in money or money's worth". Mrs Haines had provided no consideration in money or money's worth. The court was satisfied that any order made in a contested matrimonial action was a "transaction" by the bankrupt for the purposes of Section 339 of The Insolvency Act. Indeed, Section 39 of the Matrimonial Causes Act provides that it can be.

Previously, property adjustment orders made by consent have been open to challenge. The same has not been true of orders made after contested hearings. This case shows that there is no difference between the two. The case provides yet further ammunition for the Trustee seeking to defeat "arrangements" between divorcing spouses when one is bankrupt. It is well known that divorce often occurs around bankruptcy, and that sometimes they will seek to divorce to protect family assets from the creditors. Even where the Court has made an order after a contested hearing the Trustee can still seek a share of the matrimonial assets.

Nicholls v Lan (2006) EWHC 1255 Ch

Mr Nicholls, a former solicitor, was made bankrupt on 1 September 1995. At the date of the bankruptcy order, Mr Nicholls and his wife were joint owners of a property. A trustee in bankruptcy was appointed on 19 May 2003. The trustee made an application for possession and sale of the property on 2 August 2004 under section 14 of the Trusts of Land and Appointment of Trustees Act 1996 and section 335A of the Insolvency Act 1986

The District Judge found that there were "exceptional circumstances": psychiatric reports on Mrs Nicholls revealed she had a chronic medical condition. The assumption in favour of the creditors was disapplied and the judge went on to consider what was "just and reasonable" having regard to the matters in section 335A(2). He balanced the interests of creditors and the needs

Mrs Nicholls. In the circumstances, the court made an order for possession and sale of the property (suspended for 18 months).

Mrs Nicholls appealed against the order. It was submitted that the District Judge had given too much weight to the interests of the bankrupt's creditors as there was no evidence as to the creditors' identity or the amount of their individual debts. The appeal was dismissed as the court held that the District Judge had not committed any error which would allow an appellate court to interfere with his discretion as to what was just and reasonable for the purposes of section 335A.

It was held that although the interests of the bankrupt's spouse had to be balanced, each had a different character and quality. Creditors clearly want to get paid as soon as possible. The judge commented that in view of the normal approach of the Court to the interests of the creditors, the trustee does not need to give much positive evidence as to their interests. In particular, creditors' interests are not to be dismissed as having no weight where there is little or no evidence of their concerns. The fact that the trustee has made the application reflects his view that it is in the creditors' interests that there be an order for sale. He did find that Mrs Nicholls fulfilled the "exceptional circumstances" test.

The judge also commented, however, that it may be open to a party resisting an order for sale to investigate the circumstances of creditors with a view to persuading the court to give less than the conventional weight to the interests of creditors.

This case is further evidence of the shift away from protecting the debtors and their spouses and towards the interests of the creditor. Is this because of the rapid increase in the number of bankruptcies since the Enterprise Act came into force? The suspicion must be that it is.

Richard Carter

Leaders in their Field

The Latest Edition of The Legal 500 says....

"David Berkley QC is a 'user friendly silk who has a mind for the detail and an eye to the commercial outcome'."

"David Uff of St Johns Buildings receives praise for his corporate insolvency work as 'an excellent tactician, very good on his feet, excellent with clients and commercially aware'."

"....former investment banker Susanne Muth who 'performed very well in some tricky cases' recommended for finance work."

"Pepin Aslett 'is a star in the making; very bright and clear on paper as well as being a clever advocate'."

See page 8 for a full list of the Members of the SJB Commercial Group

The New Courts

The newly built Civil Justice Centre in Manchester provides superb facilities and is an ideal environment for lawyers and their clients.

Comprising 47 court or hearing rooms including supercourts for the Technology & Construction; Mercantile and Chancery work, the new building will serve as an iconic statement of confidence in the local legal community and the specialised legal services available in Manchester.



David Uff takes an historical view of the doctrine of part payment in discharge.

Equity - A horse, a hawk or a robe

The doctrine stated by Sir Edward Coke in Pinnel's Case in 1602 is "that payment of a lesser sum on the day in satisfaction of a greater, cannot be any satisfaction for the whole because...that by no possibility a lesser sum can be a satisfaction to the plaintiff for a greater sum: but the gift of a horse, hawk or robe, &c., in satisfaction is good".

In modern language, an agreement to accept a lesser sum in discharge of an obligation to pay a greater sum is not (without more) enforceable against the creditor for want of consideration but where there is some consideration to be found the court will not enquire into the adequacy of it.

By reason of the rule in Pinnel's Case and in order to buy time beyond the next assizes, sham pleas were raised on behalf of Defendants. The recognised forms were giving and accepting a beaver hat or a pipe of wine. As Lord Blackburn later said in Foakes v Beer (1884) 9 App. Cas. 605, 618 "No one for a moment supposed that a beaver hat was really given and accepted; but everyone knew that the law was that if it was really given and accepted it was a good satisfaction". It was perhaps to the good fortune of the debtor that a statement of truth was not then required.

In Foakes v Beer the House of Lords confirmed the rule in Pinnel's case and refused to treat an agreement, not under seal, for satisfaction of a debt, by a series of payments on account to a total amount less than the whole debt as binding in law. In the course of his speech, the Lord Chancellor, the Earl of Selborne, said "It might be (and indeed I think it would be) an improvement

in our law, if a release or acquittance of the whole debt, on payment of any sum which the creditor might be content to receive by way of accord and satisfaction (though less than the whole), were held to be, generally, binding, though not under seal; nor should I be unwilling to see equal force given to a prospective agreement, like the present, in writing though not under seal; but I think it impossible, without refinements which practically alter the sense of the word, to treat such a release or acquittance as supported by any new consideration proceeding from the debtor".

A few years earlier, the foundations for change had already been laid in Hughes v Metropolitan Railway Co. (1877) 2 App. Cas. 439, 448. The Lord Chancellor, Lord Cairns, had said "...it is the first principle upon which all Courts of Equity proceed, that if parties who have entered into definite and distinct terms involving certain legal results...afterwards by their own act or with their own consent enter upon a course of negotiation which has the effect of leading one of the parties to suppose that the strict rights arising under the contract will not be enforced, or will be kept in suspense, or held in abeyance, the person who otherwise might have enforced those rights will not be allowed to enforce them where it would be inequitable having regard to the dealings which have thus taken place between the parties". The combined effect of Hughes v Metropolitan Railway and the subsequent obiter of Denning J. in High Trees [1947] 1 K.B. 130 and Lord Denning M.R. in D & C Builders Ltd v Rees [1966] 2 Q.B. 618 might be thought to have driven a coach and four (to maintain the historical link) through Foakes v Beer.

In the D & C Builders case, Lord Denning appears to move (in succeeding paragraphs) from the proposition that "where the creditor accepts it (a lesser sum) as satisfaction... the creditor will not be allowed to enforce payment of the balance when it would be inequitable to do so" (at 624F - emphasis added) to the proposition that "where the creditor accepts it (a lesser sum as satisfaction) then it is inequitable for the creditor afterwards to insist on the balance (at 625B - emphasis added) But he is not bound unless there has been truly an accord between them".

The latter proposition cannot be derived from any binding precedent and appears to dispense with the "...broad inquiry as to whether repudiation of the promise or assurance is or is not unconscionable in all the circumstances" envisaged by Robert Walker L.J. in *Gillett v Holt* [2001] Ch 210 at 232D (albeit in the context of proprietary estoppel in respect of which detriment is a necessary ingredient).

On the other hand, the men of business contemplated by Lord Blackburn in *Foakes v Beer* (and more particularly the debtors) who every day recognise and act on the ground that prompt payment of a part of a demand may be more beneficial to the creditor than it would to enforce payment of the whole, might be surprised if not concerned to know that the enforceability of their "bargain" may turn upon a broad enquiry as to whether it would be unconscionable for the creditor to resile. The Court of Appeal has recently reserved judgment in a case in which (subject to it finding a horse, a hawk or a robe) it may have to approve or disapprove the latter proposition of Lord Denning. Whatever the outcome, it will remain best practice to advise clients to throw in a horse, a hawk or a robe.

David Uff

David Berkley QC provides a personal view.

and finally....

There is a new reality in dispute resolution. Clients rightly demand value for money services and a sense of commitment from the professionals they engage.

Gone are the days of inefficient corridor settlements and the deplorable delays in bringing cases on for trial. As head of the Commercial Group at SJB I am pleased to have a member of a team who understand the commercial requirements of clients and who are modern and forward looking.

All members of the Commercial Group have had some degree of training in Mediation. Susanne Muth and I are accredited Mediators.

We have been successful in tendering for services to financial institutions; local authorities and major insurance companies precisely because we have set defined and achievable service standards which the barristers have gone on to meet.

The opening of the new Civil Justice Centre represents the national recognition of the position of Manchester as a centre for specialised legal services. The North West has a population of nearly 7 million people and has a thriving £106 billion economy. Three-quarters of the UK's top 100 companies have a base in the region and it is home to more AIM-registered PLCs than anywhere else in the UK outside London.

SJB Commercial Group seeks to combine the best of the traditional qualities of the Bar with the emerging challenges and opportunities provided by new funding arrangements and methods of dispute resolution. From the most complex commercial and chancery cases to managing volume referrals from BTE insurers the organisational structure and human resource is there to meet the clients' needs.

David Berkley QC

Facts about Manchester's New Civil Justice Centre

Opened for business on Wednesday the 24th October 2007

The most significant court building project since the Royal Courts of Justice on the Strand

47 Court Rooms

13 Floors

The highest hung glazed wall in Europe

300,000 square feet

State of the Art Court Rooms for Mercantile, Technology and Construction and Chancery Courts

Excellent conference room facilities

Mediation Suites

Innovatory green technology using channelled natural light and natural ventilation

St Johns Buildings Preston
16 Winckley Square
Preston, PR1 3JJ

DX 714 582, Preston 14

Phone: 01772 256 100 Fax: 01772 256 101

Chambers is pleased to announce that in addition to the existing premises in Manchester we are now open in Preston.

St Johns Buildings Preston is housed in a Georgian building overlooking Winckley Square which has been refurbished to a high standard including seminar and conference accommodation and the latest IT links.

We are delighted to be making this move to join the legal and business community in Preston at this exciting time for the city and look forward to providing a top quality service to our many existing clients in the area.

Two new members of the Commercial Group



Peter Tyers-Smith

Peter comes to the bar with a wealth of over 9 years' practical experience having initially qualified as a solicitor into the Commercial Litigation department of a Leading Commercial firm based in the Midlands. Peter's background enables him to accept instructions with real empathy for the needs of professional and lay clients. Peter has been instructed within a broad spectrum of litigation matters from fast track proceedings to multi-million pound disputes. He was one of the youngest and first to obtain the all-courts Higher Rights of Audience qualification and regularly leads seminars and courses on Civil Litigation, Drafting and Advocacy.

Peter is a keen sports enthusiast having played competitively and captained teams in the upper divisions of his county tennis league. Peter also enjoys taking to the slopes in winter and maintains committed to developing his 'raw' golfing talents.



Jennifer Newstead

Jennifer graduated with First-Class Honours from Nottingham University. In 2004, after successfully completing her pupillage, she became a tenant at Guildhall Chambers, Bristol and practised there until joining St Johns Buildings in July 2007.

Jennifer specialises in insolvency, commercial and property law with an emphasis on personal insolvency.

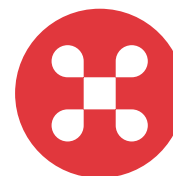
Jennifer acted for the Trustee in Bankruptcy in the case of Begum v Gerrard [2006] BPIR 1351 which involved issues of equitable accounting and exceptional circumstances.

Jennifer has recently been appointed Junior Counsel to the Treasury and is a member of the Chancery Bar Association.

Seminars

Members of SJB Commercial Group are often invited to make presentations and deliver lectures to Solicitors and other Professionals.

If you or your firm would like to have details of the CPD services that we can provide then please do not hesitate to contact either Teresa Thiele or Chris Shaw.



ST JOHNS
BUILDINGS
BARRISTERS CHAMBERS

Members of the SJB Commercial Group

David Berkley QC

Ertc Shannon

David Uff

Richard Selwyn Sharpe

Richard Carter

Daniel Frieze

Gary Reynolds

Pepin Aslett

Ghazan Mahmood

Susanne Muth

Ian Skeate

Jennifer Newstead

Louise Quigley

Timothy Connolly

Information

Chambers' History

St Johns Buildings has sprung from the successful mergers of 3 prominent Manchester sets. They each had their own distinct history and character.

28 St. John Street had developed remarkably quickly from somewhat avant garde beginnings in the 1940s to command widespread respect and renown.

Drive and ambition on the part of its members combined with a strong administration at 24a St John Street enabled it to achieve great prominence during the 1980s and 1990s mainly in crime but with strong representation in other common law areas.

Merchant Chambers emerged as a force to be reckoned with in the 1990s shaped by members who were determined to establish a business friendly, Manchester based, specialist commercial law service. The joinder of these three entities has resulted in a vibrant and exciting super set in which the best qualities of all its three former entities have combined to create a chambers which we believe to be far superior than the sum of its parts.

Our Reputation

- Modern, friendly, efficient
- Ability of members - many of our members are leaders in their fields
- Strong infrastructure (including clerking) which has easily passed the rigours of external assessments
- Client focus
- Commitment to quality
- We are recognised as providing an excellent service and a modern commercial approach by a wide range of clients including top rated multi partner firms, large institutions, high street solicitors and our lay clients whether personal or corporate

Fees Policy

The clerks in Chambers are committed to the most up to date processes and because our work covers a wide range of disciplines and fee regimes we are experienced in providing a cost effective solution to all fee inquiries.

We were at the forefront of some recent developments such as CFAs and HIGH COST CASE regimes.

We are comfortable and proficient in working with 'best value' principles.

The clerks will be happy to provide any information both general and case specific.



Service Standards

Chambers holds accreditation from Barmark, Quality Mark and ISO9001

We are committed to quality management processes. We have many service standard arrangements for different firms and are happy to enter into agreement with all clients

We meet our commitments

We recognise the need and importance of service standards and pride ourselves on the level of service we offer. We value the work of our clients whatever the size and nature of the organisation

Commercial Group Clerking

Teresa Thiele, Senior Clerk
email: teresa.thiele@stjohnsbuildings.co.uk
Direct line: 0161-214 1580

Chris Shaw, Commercial Group Clerk
email: chris.shaw@stjohnsbuildings.co.uk
Direct line: 0161-214 1584

Mission Statement:

Integrity

We will meet our commitments to clients and colleagues, working in a transparent and open manner.

Client Service

We value all our clients and will work in partnership with them to provide them with an outstanding service.

People

Through teamwork, support for each other and continual professional development we will achieve our common purpose.

Excellence

Never resting on our laurels, we will provide a standard of service quality that sets benchmarks for others.

Performance

We aim to satisfy the financial aspirations of Members and Chambers by improving our market share and by being cost effective and efficient in all we do.