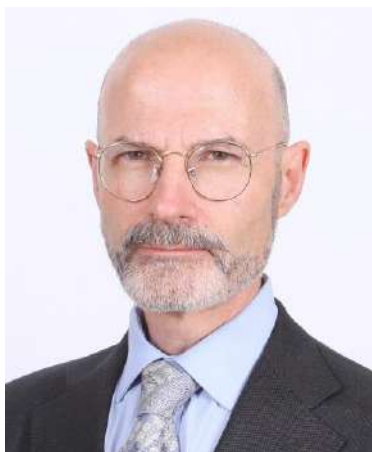




CEDR Accreditation:	2001
CEDR Panel	2013
Languages:	English, Russian, Swedish
Location:	United Kingdom

“...a calm, confident and analytical mediator.”

Client Feedback

Stephen Boyd

Overview

Stephen Boyd is a practising barrister, mediator and arbitrator specialising in wills, trusts and probate, property and commercial disputes. He is a graduate of the ACTAPS course. He has great people skills and is good at building rapport with parties. He brings long experience, careful preparation and incisive reality testing to the resolution of disputes.

Professional Background

Stephen began his career as a management trainee with the Inchcape Group in Hong Kong, where he received a practical commercial education, dealing with the import, export and wholesale/retail sale of various merchandise. He then worked as a trainee metals trader in South Africa, dealing with the buying and selling of metals and their transportation around the world. Having already qualified as a barrister, Stephen then returned to the UK to practise in 1982. He is a member of the commercial and chancery law set, Selborne Chambers.

Expertise

- Aviation
- Commercial Contracts
- Construction & Engineering
- Insolvency
- Media & Entertainment
- Partnership & Shareholder
- Professional Negligence
- Property
- Sale of Goods and Services
- Sport
- Trusts, Wills & Probate

Dispute Experience

(Non-Neutral work in italics)

Aviation

Claim of unpaid fees for the maintenance of a general aviation aircraft. Annual inspection of the aircraft and repairs were carried out for which the owner claimed no authorisation had been given.

Commercial Contracts

- Dispute concerning the Commercial Agency Regulations 1993 between an English principal and an agent based in Northern Ireland.
- Claim for summary judgment based on a credit guarantee
- Leasing dispute related to a minimum payment clause contained in an agreement for the service and maintenance of copying machines which was terminated prematurely. Customer contended the supplier was in breach of the contract by providing a machine that was not completely new and had misrepresented the ongoing cost, so that instead of saving money, it actually cost more.
- Claim for commission by an agent for introducing the buyer of a hotel. The seller contended that the basis upon which the agent had calculated his commission was incorrect and that a smaller sum had been paid in satisfaction.
- Claim by an executive search company for unpaid fees, including cancellation fees, arising out of a contract to fill several roles. The defendant contended that no part of the contract had been cancelled, the claimant was in breach of the contract and counterclaimed for return of some of the fees paid.
- Estate agent's commission dispute regarding the meaning and effect of a default provision where the vendor had withdrawn.

- Whether money provided by a father to his daughter (who had died) was a loan or a gift
- Outstanding fees on invoices for plumbing services.
- Dispute between solicitors A and B. When A ceased trading, several of his publicly funded files were transferred to B. A contended that B had failed to get the costs due to A on those files paid within a reasonable time.
- Dispute concerning unpaid gas and electricity bills for commercial premises.
- Whether a second- hand performance car was fit for purpose and of satisfactory quality and whether the defendant dealer had made negligent misrepresentations about it.
- ICC arbitration concerning whether a shipment of prawns from India to the UK was of satisfactory quality and fit for its purpose.
- Appeared for the successful claimants in the trial of a preliminary issue to determine whether they made the contract to sell their business to the defendant or the defendant's company, which had gone into liquidation.
- In appropriate circumstances the court could make a freezing injunction to support or assist with the operation of the rules relating to security for costs.
- Dispute between an IT company and a public authority regarding the fitness for purpose and quality of an HR and payroll system.
- Dispute concerning whether transfers of funds over a period of years were loans or payments for services.

Construction & Engineering

- Domestic building contract which included the building of a flat roof that leaked.
- Domestic building contract concerning the construction of a defective conservatory.

Insolvency

- It was not appropriate to make an interim order under the Insolvency Act 1986 s.252 to enable a debtor facing a bankruptcy petition to put a proposal for a voluntary arrangement to the creditors where the terms of the voluntary arrangement were purely speculative and without substance such that they could not be seriously considered by the creditors.
- A judge had not erred in making an order for costs personally against a director in connection with a renewed application for security for costs made in proceedings commenced by his insolvent company. The costs of the renewed application were entirely due to the director's failure to make full and frank disclosure of personal assets in his witness statement produced at the original security for costs hearing, as a result of which the court had been misled.

Media & Entertainment:

- Representing a former model in dispute with her manager.

Partnership & Shareholder

- Partnership dispute concerning a GP's practice.
- In the absence of express authority on the point, a respondent's right to apply to strike out, on the grounds of lack of authority, a petition brought pursuant to the Companies Act 1985 s.459 alleging unfairly prejudicial conduct would not be lost simply because the respondent had delayed in making the application. While applications to strike out should be made as promptly as possible, it was not sensible to disregard the possibility of saving the time and cost involved in a trial merely to punish the respondent for tardiness.
- Partnership dispute concerning a restaurant.
- High value partnership dispute between two property investors.
- S. 994 unfair prejudice to minority shareholder

Professional Negligence

- Solicitors' negligence led to the loss of the tenancy of a shop. Liability was admitted. The dispute concerned quantum.
- Claim against a letting agent for letting a property to a 'bad' tenant.
- Appeared for the successful appellant. Where evidence became available for the first time after the date of the notional trial (the original proceedings having been struck out as the result of the respondent solicitors' negligence in failing to prosecute the claim) in an action seeking to assess damages for the lost chance, unless the evidence related to some entirely new matter which could not have been known about at the date of the notional trial, the facts as they turned out to be should be taken into account by the judge dealing with the professional negligence action.
- Negligent plastic surgeon injected incorrect filler in a patient's lips.
- Claim against an accountant in respect of his valuation of the shares in a private company.
- Negligence of a surveyor for failing to remind a client of the need to apply to the LVT within 6 months of the receipt of a counter notice in order to keep her enfranchisement claim alive. Although a professional is obliged in certain circumstances to remind a client of his previous advice as to hazards, there is no general principle that he is under a duty to keep repeating that advice.

Property

- Party wall dispute where works were carried out by the building owner without serving a party wall notice.
- Boundary dispute concerning a ditch between two properties.
- Dispute concerning a right of way. Neighbour carried out works to a pathway at the back of his property, which extended his garden. He said he had discussed the proposed works with the claimant before he did them. It was not clear who owned the path. The claimant investigated and discovered that his wife owned the path and he demanded that the path be reinstated.
- Dispute between neighbours, involving noise and visual nuisance through a skylight
- Once proceedings had been issued, but the mortgagor had obtained an order suspending a warrant for possession, the mortgagee was not permitted to take possession relying on its common law rights. Its having done so in such circumstances rendered the relationship unfair under the Consumer Credit Act 1974.
- An express easement in a transfer of a freehold claim granting the transferee the right of free passage of services through service media and the right to lay further service media, did not oblige the transferor, or its successor in title, to take the positive step of entering into a separate deed of easement with the electricity provider, despite the fact that the latter would only provide electricity on execution of such a deed. Further, the refusal of the transferor to enter such a deed was not a derogation from grant.
- Sale of property claims by the buyer that the seller was guilty of misrepresentation. Interlocutory injunction restraining the owner of an adjacent property from carrying out any works affecting the party wall until it had been adequately propped and party wall surveyors had approved the works to be carried out to it.
- Dispute concerning a right of way over the yard/car-park behind a parade of shops.
- Dispute concerning long lease of an over-rented commercial property.
- Boundary dispute concerning semi-detached properties in London.
- Boundary/easement dispute concerning properties in Neath.
- Boundary dispute concerning landed estates in Kent.
- Boundary dispute concerning the rear gardens of terraced properties in south-west London.
- Boundary and right of way dispute concerning properties in Berkshire.

Landlord & Tenant

- Dispute between the landlord and tenant of a hotel regarding whether an informal agreement for a concessionary rent was temporary or permanent and whether it was binding on the successor landlord.
- Landlord claimed rent arrears in respect of a flat. Tenant set-off and counterclaimed damages in respect of various items of disrepair and vermin.
- Unlawful eviction dispute.
- Tenant paid 1 year's rent in advance for a house in an exclusive area, but moved out after less than two weeks complaining of disrepair which, it was alleged, amounted to repudiation.
- Dispute about service charges in commercial premises.
- Representing the tenant against the owner of a shopping mall in a claim for misrepresentations which induced him to enter into the lease.
- Representing the long lessees who had purchased a flat off-plan in a claim against the freehold owner/developer for misrepresentations which induced them to enter into the lease.
- An appeal concerning the powers and functions of a manager appointed by the court under s.24 of the Landlord and Tenant Act 1987. It was contended the manager did not have power to re-let a flat within the demised property which did not have planning permission or receive remuneration in connection with the flat.
- Issues concerning surrender of commercial premises.
- Claim to possessory title of a box room in a block of flats.
- Serious disrepair claim involving subsidence affecting a house purchased under the 'right to buy' scheme.
- A right of restitution arose immediately following overpayment. There was no requirement for the service of a demand for repayment other than in cases involving rescission. A landlord intending to levy distress should ensure that a tenant had no claims which could be offset against the outstanding rent by way of equitable set off.
- Vendor was entitled to recover from the purchaser a deposit it had been paid in compliance with a freeholder's demand under paragraph 2 schedule 2 Leasehold Reform (Collective Enfranchisement and Lease Renewal) Regulations 1993 SI 1993/2407, where the purchaser had received the benefit of the deposit by reduction in the purchase price of an extended lease.
- The strength of the underlying challenge to an arbitral award in respect of a rent review under s.68 of the 1996 Act for serious irregularity was of critical importance.

- Appeared for the successful claimants in a trial to determine whether the court should exercise its discretion under s.19(1) of the Landlord and Tenant Act 1987 to order the defendant freeholder to sell a house converted into three flats to the Claimants, qualifying tenants, pursuant to s.12B of the Act.
- Trial considering whether the occupants of a property were simply tenants or had an irrevocable license protected by proprietary estoppel and/or a constructive trust.
- Appeared for the claimant company which obtained an interim injunction preventing the Defendant from interfering with its rights of occupation of the relevant premises, pending a hearing to determine whether it had a lease or a license thereof, and whether in purporting to terminate such rights, the Defendant had acted in accordance with its constitution.
- Dispute concerning whether a landlord had repudiated a lease by refusing to apply for an HMO license.
- Appeared for the successful applicants: an increase in the market value of a property was not a change of circumstances within the meaning of subsection 12(7) of the Landlord and Tenant Act 1987.
- Representing the lessee of a hotel in his application for the renewal of his lease.

Sale of Goods & Services

- W claimed repayment of what he contended was money advanced to M by way of 32 payments over a period of 5.5 years pursuant to 12 separate loan agreements. M denied that he borrowed any money from W. He agreed the payments were made, but contended that they were payments for alternative medical services he provided to W and his family.

Sport

- Acting for former World Boxing Champion in a proposed claim concerning intellectual property rights.
- Representing an agent of a boxer in litigation with her former client.
- Acting for an insurance company responding to a claim by a sportswoman that they had used her image rights in a brochure without her permission.
- Advising a sportsman as to the status of his image rights in England.

Trusts, Wills & Probate

- Dispute between mother and son concerning the circumstances in which a property was purchased in the son's name. The mother contended that the property was put in the son's name, as it was to be renovated and sold, to avoid the payment of capital gains tax. The son contended it was a gift.
- Inheritance Act case: claim by spouse of the deceased against the children of the first marriage.
- Claim for an interest in a property relying on constructive trust and proprietary estoppel principles, reasonable financial provision under the Inheritance (Provision for Family and Dependents) Act 1975 and damages for unlawful eviction.
- Appeared for the defendants, the administrators of the estate, who successfully defended the claim that they had sold its main asset at a substantial undervalue in order to deprive the claimant of an effective remedy under the Inheritance (Provision for Family and Dependents) Act 1975.
- Following the end of a relationship in which the parties had cohabited, claim for a beneficial interest in three investment properties, relying on a common intention constructive trust.
- Application for the removal of a co-executor and counter-application for the appointment of an independent professional personal representative.
- Application for the removal of an executor and appointment of an independent professional personal representative.
- Appeared for the defendant who successfully resisted his son's claim that he committed multiple breaches of trust and exercised undue influence over him in connection with a variation of trust.
- Claim by the administrator of the estate of her late father for possession of the family home against her sister.
- The detriment required for the establishment of a constructive trust did not need to be great where there was an express agreement, and the making of a loan at an agreed rate could be regarded as sufficient detriment.
- Appeared for the claimant who successfully claimed that a property in the name of her son, the defendant, was held for her on a resulting trust or that it was a gift procured by his undue influence.
- Acting in proceedings between two brothers concerning allegations of breach of trust, undue influence and fraudulent misrepresentation in respect of a £2m trust fund.
- Family dispute concerning whether a son had beneficial interests in two properties held in the name of his parents.

- Contentious probate dispute where siblings were contesting their mother's will and there were also various issues concerning the father's will.
- Family dispute concerning a family home which two siblings wished to sell and one sibling wished to keep.
- Dispute as to whether, on the true interpretation of a will, the beneficiaries included nephews and nieces by affinity.
- Advising on whether allegedly overpaid pension credit should be repaid to the DWP.
- Advising a minor in an Inheritance Act case.
- Advising an adult child in an Inheritance Act case.

Personal Style

Stephen brings a calm and measured authority to a dispute and his engaging personality is conducive to building rapport with the parties. He is known for thorough preparation which, combined with his commercial and legal experience, allows him to reality test very effectively.

He tries to think 'out of the box' to resolve even the most intractable dispute.

Feedback

- *"Stephen Boyd mediated an acrimonious and difficult dispute. It was a partnership dispute between family members over property worth a few million pounds. He was courteous, able and focussed. Stephen was able to build a rapport with the parties to ensure that enough trust was built so that a settlement was reached. I was impressed with Stephen's grip on the issues and the fact that he went the extra mile to make sure that heads of terms were agreed. I would certainly use Stephen again for mediation."*

- Gary Blaker QC

- *"I thought you were pitch-perfect as a mediator: a very calming presence amongst some potentially hotter heads, with what seemed to me to be very well judged levels of prodding and well-timed interventions."*

- Kavan Gunaratna, Barrister

- *"Stephen was very in control of the whole process and clearly had the respect of all parties. I very much enjoyed working with him – great! A really positive experience."*

- Jackie Miller – assistant mediator

- *“Stephen put the parties easily at their ease and quickly built up a good rapport with all concerned. His mediation style is very relaxed but authoritative without seeming partial or judgmental.”*
 - Kevin Moses – assistant mediator
- *“He remained calm when a lawyer on one side was challenging his authority and he was very good in summarising the reasons for the financial amounts discussed and moving the parties forward.”*
 - Pamela Sellman – assistant mediator
- *“A calm, confident and analytical mediator, who had clearly prepared well with a comprehensive chronology.”*
 - David Richards – assistant mediator
- *“Stephen remained in command of the situation and was very calm and reasoned throughout in the face of some quite provocative behaviour. He made interventions at key moments and successfully steered the process to a positive outcome.”*
 - Craig Brookes – assistant mediator
- *“Stephen was meticulous, paid attention to detail and was calm and measured.”*
 - Mary Davies – assistant mediator

Professional Skills

- 1976: University of Surrey, B.Sc. (Hons) in Linguistic and International Studies, comprising Russian, Swedish and law
- 1977: Inns of Court School of Law, Barrister
- 2001: King's College, London, Postgraduate Certificate in Sports Law
- 2010: College of Law, graduated 3-year Association of Contentious Trusts and Probate Specialists course.
- 2017: Diploma in International Commercial Arbitration and became a Fellow of the CIArb.

Publications & Seminars

Stephen has co-written the chapter on image rights in all four editions of Sport: Law and Practice, edited by Lewis and Taylor, contributed to the Property volume of the Encyclopaedia of Forms and Precedents and has written several articles for legal periodicals.

On 23 April 2016, Stephen led a seminar at the Talk Mediation annual conference on “Awareness of cultural differences and their potential impact on mediation”.

Memberships

Member of the Chancery Bar, Property Bar and Commercial Bar Associations

