



## Nicholas Taggart

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## Expertise

Property, Environment, Arbitration

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## Overview

Nic Taggart has been acknowledged by both *Chambers & Partners* and *Legal 500* as a top-tier “leading junior” in real estate litigation for over ten years.

Nic is principally a specialist in commercial property law. Over the years, he has been involved in a number of high-profile matters concerning properties such as London’s former County Hall, the “London Eye”, the regeneration of Liverpool Docks, The Westfield White City Shopping Centre, the Meadowhall Shopping Centre, Bluewater, the Saatchi Gallery, BBC New Broadcasting House, St. Paul’s Cathedral, Ashford International Station, the London Olympic Village, The Manchester Ship Canal, Stamford

Bridge Stadium, Wentworth Club and the Buncefield oil terminal.

He is a leading practitioner in disputes under the Electronic Communications Code. He has significant experience in dealing with other forms of wayleave and real property rights associated with various forms of infrastructure.

Nic likes getting involved in the more unusual aspects of property law, such as mining and mineral rights, manorial rights, royal charter rights, *bona vacantia* and land law issues arising in respect of watercourses, ports, piers and harbours.

Nic is a qualified arbitrator and also acts frequently as a legal assessor or as an independent expert in property and property-related insurance disputes.

### **Landlord & Tenant**

The majority of Nic's work involves the full spectrum of commercial landlord and tenant disputes. He has a very great deal of experience in all aspects of this work, but particularly in respect the Landlord and Tenant Act 1954, property guarantees, dilapidations, break clauses, forfeiture, and rent review (including turnover rents).

### **Real Property**

Nic's practice encompasses all aspects of real property work, both contentious and non-contentious, covering the all usual and most of the unusual aspects of real property law. He has extensive experience of advising in relation to transactional matters, where his skills in anticipating and avoiding problems come to the fore.

### **The Electronic Communications Code and Wayleaves**

Nic has a significant experience in the real property aspects of telecommunications law, especially under the Electronic Communications Code. His expertise in this area was recognised by the Law Commission in its 2012 Consultation Paper on reform of the Code, although he is relieved that only one of his suggestions for reform was taken up. His 2016 lecture to the RICS Telecommunications Conference on the new draft then before Parliament was influential in getting the proposed valuation assumptions redrafted. Nic advises mostly telecommunications network providers.

### **Environmental Law**

Nic's environmental practice is an adjunct of his real property practice. His work in this area includes dealing with nuisance claims, and the conveyancing of contaminated land.

### **Professional Risk**

Nic acts in professional negligence claims, where they arise from property related matters or transactions, both for claimants and insurers. He also acts as an independent expert in respect of disputes between insurers and their insured in property-related professional negligence claims involving both barristers and solicitors.

### **About Nic**

Away from the law, Nic is a devotee of proper relaxation. His interests include reading military history books, listening to music not popular since the 1980s and doggedly supporting the Williams F1 team.

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## **Landlord & Tenant**

There are very few aspects of commercial landlord and tenant law that Nic does not undertake (he finds the countryside faintly disturbing, so he does not undertake any agricultural tenancies work). Other than that, he does it all, including "first refusal" cases under the Landlord and Tenant Act 1987. He is particularly experienced in work which requires a good understanding of valuation, such as rent review, dilapidations and lease renewals.

Nic knows his limitations (or at least some of them) and no longer undertakes any leasehold enfranchisement, right to manage or residential service charge cases.

Interesting cases include:

- *K/S Victoria Street v. House of Fraser (Stores Management) Ltd.* [2012] Ch 497 (CA) – guarantees under the Landlord and Tenant (Covenants) Act 1995. This is the leading case on the validity of guarantees under the 1995 Act, establishing that any person who had guaranteed a tenant's obligations under a lease could not be contractually required to give a further guarantee in respect of an assignee of the lease. Such a requirement would "frustrate the operation of" the Act and was, therefore void, whether it be contained in the tenancy itself or even in a subsequent transaction and even if both parties might have freely and willingly entered into the transaction. Nic acted for the

successful guarantor.

- *British Telecommunications plc v. Rail Safety and Standards Board Ltd.* [2012] L&TR 35 (CA) – agreements for lease; specific performance. An agreement for the grant of a sublease was made conditional upon the superior landlord's consent being granted. The agreement contained in an annex a form of deed to be executed by the superior landlord, mesne landlord and subtenant. Relying on a long-stop date provision, the proposed subtenant rescinded the agreement at a time when all the parties had executed the deed in escrow, but the deed had not been completed. The Court of Appeal held that, on the true construction of the agreement, the parties had stipulated that the superior landlord's consent could only be validly given in one way, thereby avoiding the difficulties caused by informal consents, and that the proposed sub-tenant was accordingly entitled to rely on the long-stop provision. Nic acted for the successful proposed subtenant.
- *Windsor Life Assurance Co. Ltd. v. Lloyds TSB Bank plc* [2009] 3 EGLR 53 (HH Judge Peter Cowell, CLCC) – Landlord and Tenant Act 1954, section 29(5). The Court gave guidance on the procedure by which the tenant must notify the Court that it does not wish to be granted a new tenancy, following the landlord's application to court. The Court found that the claim was terminated even where the tenant not made a formal application but just written a letter and that the Court had made no order on receipt of the letter.
- *Shirayama Shokusan Co.Ltd. v. Danovo Ltd. (Nº.4)* [2005] EWHC 2589 (Ch); [2005] 44 EG 134 (CS) (Sir Donald Rattee, sitting as a Judge of the High Court) – forfeiture and relief. The case concerned the "Saatchi Gallery" when it was located at the former County Hall. Having dealt with various arguments relating to the proper construction of the lease, estoppel and misrepresentation, the Court set out the circumstances in which the tenant's conduct, including its willful and deliberate breach of covenant and its conduct of the litigation itself, would disentitle it from obtaining relief from forfeiture. The Court also had to consider whether a tenant's failure to make a proper response to the service of a section 146 notice shortened what might otherwise be the "reasonable time" for compliance with such a notice.
- *Fairgate International Ltd. v. Citibank International plc* [2006] 1 P&CR 2; [2005] 2 EGLR 48 (CA) – dilapidations. The Court of Appeal had to consider the interaction between covenants to repair and reinstate demised premises at the end of a lease and an unusual obligation on the tenant to carry out significant works of improvement at the end of the term, at the landlord's request. The tenant argued that the obligations were mutually inconsistent, and therefore it had no obligation to undertake any work. The Court held that the "reasonably practical building surveyor" would assess the competing obligations and devise a programme of works that made sense overall of the obligations.
- *Hemingway Realty Ltd. v. Master, Wardens and Commonalty of Freemen of the Art or Mystery of Clothworkers* [2005] L&TR 21; [2005] 2 EGLR 36 (Patten J) – rent review. In this case, the lease provided in clear terms for the right to implement the rent review was exercisable by the landlord alone. The tenant argued that the absence of an "upwards only" review formula was meant that the Court should construe the clause as either requiring the landlord to implement the mandatory review, or be subject to an implied term that the right to implement a review was exercisable by both landlord and tenant. The tenant's arguments were rejected, as the lease was clear and unambiguous.
- *Shirayama Shokusan Co.Ltd. v. Danovo Ltd. (Nº.3)* [2004] EWHC 2288 (Ch); [2005] L&TR 15 (Blackburne J) – unreasonable withholding of consent. By a lease the tenant was entitled, subject to the prior written consent of the landlords not to be unreasonably withheld or delayed, to erect signage on the common parts. The landlords gave consent on terms that the right granted would be determinable on 28 days' notice. In proceedings for an interim injunction to restrain the landlords from removing the signage following the termination of the licence, the tenant established at least an arguable case that a term that the landlords' right of termination was only exercisable for good reason and that there was no sufficiently good reason shown.
- *Shirayama Shokusan Co.Ltd. v. Danovo Ltd. (Nº.1 & Nº.2)* [2004] 1 WLR 2985 (Blackburne J) – alternative dispute resolution and access to justice under the Human Rights Act 1998, Article 6(1). The Court concluded that it could not compel a non-party to attend a mediation; nor could it adjourn a case for a prolonged period of time in order to pressurise an unwilling party to attend a mediation.
- *PW & Co. v. Milton Gate Investments Ltd.* [2004] Ch 142; [2004] 3 EGLR 103 (Neuberger J) – break clauses and rights of third parties; estoppel by convention. The landlord and tenant of a substantial City of London office building agreed that the tenant could break the lease, but would have to pay a premium of some £6m if the premises were not substantially sub-let. The tenant exercised the right when the premises were fully sub-let. The Court held that, as a matter of law, the sub-leases terminated immediately when the superior lease from which they were carved was terminated by a break clause. However, in equity, an estoppel by convention could prevent the parties, including the sub-tenants- from asserting that the sub-leases would determine. On the facts, however, it was just and equitable to release the sub-tenants from the common convention. Consequentially, the landlord and tenant were also released and the tenant had to pay the £6m.
- *Pubmaster Ltd. v. Gibb* [2002] EWHC (Ch 142); (Rimer J) – forfeiture and relief from forfeiture. The Court had to consider whether the principles of issue estoppel would prevent a tenant who had previously consented to an order for relief from forfeiture which had subsequently not been complied with could subsequently argue that the forfeiture was unlawful. The Court concluded it would be an abuse of process to allow the tenant to reopen the proceedings.
- *Tomkins v. Basildon District Council* [2003] L&TR 7; [2002] 3 EGLR 33 (CA) – variations in tenancy terms and surrender by operation of law. The Court of Appeal concluded that a business tenancy had not become a residential tenancy (thereby moving the obligation to repair from the tenant to the landlord by reason of the Landlord and Tenant Act 1985, section 11) simply because the landlord had turned a blind eye to the cessation of business use at premises where the tenant also resided, or even when the landlord paid housing benefit to the tenant in respect thereof.

- *Shirayama Shokusan Co.Ltd. v. Oceanic Village Ltd. (N<sup>o</sup>.2)* [2001] L&TR 35; [2001] 7 EG 162 (CS) (Nicholas Warren QC, sitting as a Deputy Judge of the Chancery Division) – derogation from grant; restrictive covenants. The landlords granted the tenant an exclusive right to sell merchandise relating to the “London Aquarium” within the former County Hall building. The Court found that, as a matter of construction, this also prevented the landlords from itself opening a competing business on other land owned by it immediately adjacent to the building.
- *Commercial Union Life Assurance Co.Ltd. v. Label Ink Ltd.* [2001] L&TR 29 (HH Judge Rich QC, sitting as a Deputy High Court Judge) – conditional break clauses, meaning of “material breach of the covenants”. The tenant’s right to break a lease was contingent on it not having made any material breach of covenant. The Court rejected the landlord’s arguments based upon breaches of the repairing covenants as not being “material”. However, it found that the tenant had failed to comply with the covenant to pay rent on time, by sending a post-dated cheque through the post, which arrived after the due date, notwithstanding the provisions of the Bills of Exchange Act 1982.
- *Havant International Holdings Ltd. v. Lionsgate (H) Investment Ltd.* [2000] L&TR 297 (Hart J) – break notices and agency. In this case, the tenant incorrectly identified itself on a break notice, which was signed by a person who was not an officer of the correct tenant company. Hart J held that the reasonable recipient of the notice would not be confused as to the identity of the tenant, as the break right was personal to the “correct” tenant. The reasonable recipient would also readily infer that the signatory was an agent of the “correct” tenant. The lease was, accordingly, determined.
- *Oliver Ashworth (Holdings) Ltd. v. Ballard (Kent) Ltd.* [2000] Ch 12; [1999] 2 EGLR 23 (CA) – break notices Distress for Rent Act 1737, section 18. The tenant served a break notice which the landlord was entitled to treat as defective. The tenant stayed in occupation until the law was changed by the decision in *Mannai Investments*. Following that decision, the landlord accepted the lease was at an end, but amended its claim to include a claim for trespass damages based on double rent under the 1737 Act. The Court of Appeal rejected the tenant’s argument that the landlord had elected between inconsistent remedies and so could not seek double rent, but held that the landlord was not entitled to double rent because the Act required the landlord to have treated the tenant as a trespasser throughout.
- *Shirayama Shokusan Co.Ltd v. Oceanic Village Ltd. (N<sup>o</sup>.1)* [1999] EGCS 83 (Neuberger J) – rectification. The Court reiterated that a claim for rectification needed to be proved with “strong, irrefragable evidence” and that the Court would not usually rectify an agreement simply because one party had been tough and successful in negotiations, and the other had been had missed a point or had failed to appreciate the likely effect of the agreement.
- *Mattey Securities Ltd. v. Ervin* (1998) 77 P&CR 160; [1998] 2 EGLR 66 (CA) – implied tenancies and surrender by operation of law. The original tenant assigned a lease to a successor who fell into financial difficulties. The successor’s guarantor paid the rent whilst personally trading from the premises. The original tenant subsequently argued that the acceptance of rent in such circumstances amounted to a grant of a periodic tenancy to the guarantor and therefore surrendered the lease. The Court rejected this, emphasising that the relationship of landlord and tenant had to be created consensually and that there was no unambiguous evidence of a new tenancy being created. On the contrary, the evidence showed that the landlord, successor and guarantor were all treating the lease as extant.

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## Real Property

Nic’s practice ranges over almost all aspects of real property work, both contentious and non-contentious. His experience including the following aspects of real property law: conveyancing disputes and includes:

- Restrictive covenants (enforcement and applications for modification or discharge)
- Easements, including rights of light and *profits-à-prendre*;
- Trespass and adverse possession
- The structuring of complex property transactions;
- Riparian law;
- Mining and gravel extraction;
- Manorial rights and the effect of royal grants and charters
- Rectification;
- Misrepresentation claims;
- *Bona vacantia*; and
- The law relating to estate agency.

Interesting Cases include:

- *British Telecommunications plc v. Rail Safety and Standards Board Ltd.* [2012] L&TR 35 (CA) – agreements for lease; specific performance. An agreement for the grant of a sublease was made conditional upon the superior landlord’s consent being granted. The agreement contained in an annex a form of deed to be executed by the superior landlord, *mesne* landlord and subtenant. Relying on a long-stop date provision, the proposed subtenant rescinded the agreement at a time when all the parties had executed the deed in escrow, but the deed had not been completed. The Court of Appeal held that, on the true construction of the agreement, the parties had stipulated that the superior landlord’s consent could only be validly given in one way, thereby avoiding the difficulties caused by informal consents, and that the proposed sub-tenant was accordingly entitled to rely on the long-stop provision. Nic acted for the

successful proposed subtenant.

- *Barton v. The Church Commissioners for England and Wales* [2008] EWHC 3091 (Ch); [2008] PLSCS 354, (Morgan J) - easements and *profits-à-prendre*. The Court had to consider whether fishing rights could be acquired by prescription, through acts of ownership by the Bishops of Hereford, and their tenants, since 1759. The Church Commissioners successfully established an “unstinted right of piscary in gross”: before this, the last reported case where a claim of this nature succeeded was in 1863. The Court also considered the effects of certain royal grants and charters dating back to the 11<sup>th</sup> Century.
- *Re Cain’s Application* [2009] UKUT 212 (LC), (Upper Tribunal, Lands Chamber) - modification of a restrictive covenant under the Law of Property Act 1925, section 84; meaning of “change in the character of the application land or the neighbourhood”; whether covenant to retain a building scheme secures practical benefits or substantial advantage to other beneficiaries of the covenant.
- *RMC (UK) Ltd. v. Nahab* [2002] PLSCS 20.6.02 (Neuberger J) - construction of option contract and grants of mines and minerals. The Court gave guidance on whether an option to extract minerals should be construed without hearing evidence as to the “matrix of fact” in which it was granted, and in particular what was the parties’ objective state of knowledge as to the nature of the minerals which might be extracted.
- *Frogmore Developments Ltd. v. Shirayama Shokusan Co.* [2000] 1 EGLR 121 (Neuberger J) - easements, rights of light. The Court had to address whether an express grant of a right to light in a lease had entitled the grantee a sufficient right to light; interaction between an express grant and a potentially inconsistent.
- *Re University of Westminster’s Application* [1998] 3 All ER 1014; (1999) 78 P&CR 82 (CA) - modification of a restrictive covenant under the Law of Property Act 1925, section 84. The Court of Appeal reviewed the matters the Lands Tribunal can have regard to when exercising its discretion to modify or discharge a restrictive covenant. It also set out the appropriate notification procedure in cases where the number of properties with the benefit of the covenant was very large. The Court also considered whether the absence of any person claiming the benefit of the covenant should influence the decision to modify or discharge.
- *Gan v. Wood* [1998] EGCS 7.5.98 (CA) - proprietary estoppel. In order to found a proprietary estoppel, the detrimental reliance had to be proportionate to the consequences of the estoppel being asserted. So, expenditure of small sums maintaining a house in Mayfair let on a short lease was insufficient to support an alleged proprietary estoppel in respect of an oral promise to grant an option to grant a fresh lease.
- *CIN Properties Ltd. v. Rawlins* [1995] 2 EGLR 130; (1995) 69 P&CR (CA) - trespass; highways. The freeholder owner of a shopping centre owner had the right to revoke a licence to some, but not all members of the public for any reason it wished. This did not infringe the human rights of the excluded individuals, even though this was the primary retail location in the town. The freeholder also had the right to ban those persons from “walkways” created under the Highways Act 1980, if their conduct was not consistent with exercising a right to pass and re-pass, because that conduct exceeded their rights to use a highway and so was a trespass.
- *Department of Transport v. Williams* (1994) 138 SJLB 5; Times, December 7, 1993 (CA) - trespass and tort. The Department of Transport obtained an injunction to restrain protestors from interfering with the construction of a highway, the M3 at Twyford Down. The injunction was based on trespass in part, but also to restrain the tort of wrongful interference with the discharge of a lawful statutory duty. The Court of Appeal supported the Judge’s conclusion that the tort of wrongful interference with trade extended to bodies discharging statutory functions and upheld the practice of granting injunctions against persons identifiable only by photographs and code-names.

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## Telecommunications & Wayleaves

Very similar issues arise in respect of the rights given to other infrastructure providers, such as gas, electricity and water companies. Nic also has experience in advising landowners whose land is adversely affected by the installation or retention of pylons, power lines, pipes, sewers and mains water supply.

By its nature, much of this work is conducted through the County Courts or through arbitration. However, Nic has appeared in two of the small number of reported cases:

- *The Bridgewater Canal Co.Ltd. v. GEO Networks Ltd* [2011] 1 WLR 1487; [2011] RVR 13 (CA), on appeal from [2010] 1 WLR 2576; [2010] RVR 171. The Court of Appeal found that, in respect of the special regime applicable to “linear obstacles” (in this case, the Bridgewater Canal) the telecommunications operator did not have to pay the canal operator consideration for the right to cross the linear obstacle with communications apparatus and then retain it thereafter. All that the telecommunications operator had to pay was compensation for any loss actually caused by the process of installing the line.
  - *Crest Nicholson (Operations) Ltd. v. Arqiva Services Ltd. and Others*, *Estates Gazette* 24<sup>th</sup> July 2015 PP 2015/142. This County Court decision resolved the much-debated question of whether a notice can be served under paragraph 21 of the Code at a time when a break notice has been served, but has not yet taken effect. Nic acted for two of the successful operators who got the claim based on such a notice struck out.
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## Environment

Nic's environmental practice is an adjunct of his real property practice. He has been involved in an advisory capacity in a number of transactions involving contaminated land. He has been involved in some more unusual matters, including a claim to restrain the breeding of harriers adjacent to a grouse moor. He has also been involved in more commonplace matters, both contentious and non-contentious, involving the following:

- liability for soil erosion and erosion to river banks;
- nuisance (including noise nuisance, escape of toxic gases, subsidence and undermining);
- *Rylands v Fletcher* cases, including escape of hazardous waste;
- disruption to and by underground oil and gas pipes;
- sewers and drains;
- the rights and liabilities of owners of coastal property in respect of coastal protection and sea defences.

Cases include:

- *Owen v. Secretary of State for Transport (Nº.3)* [1997] RVR 162 (CA). The Court of Appeal confirmed that the construction of a bypass authorised, by statutory powers was not capable of creating nuisance within the meaning of the rule in *Rylands v. Fletcher*. The claimants had no right of redress in tort, and only under the law of compulsory purchase.
- *Department of Transport v. Williams* (1994) 138 SJLB 5; Times, December 7, 1993 (CA) – trespass and tort. The Department of Transport obtained an injunction to restrain protestors from interfering with the construction of a highway, the M3 at Twyford Down. The injunction was based on trespass in part, but also to restrain the tort of wrongful interference with the discharge of a lawful statutory duty. The Court of Appeal supported the Judge's conclusion that the tort of wrongful interference with trade extended to bodies discharging statutory functions and upheld the practice of granting injunctions against persons identifiable only by photographs and code-names.

Nic was also involved in several arbitrations arising from the explosion at the Buncefield Oil Terminal and in a number of related arbitrations arising out of sale and purchase contracts concerning remediation of land previously used for service stations.

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## Professional Negligence

Nic has acted in a wide number of professional negligence claims brought against solicitors, where the alleged negligence arises from property transactions, such as conveyances and the granting of leases. He has also been involved in claims relating to alleged negligence in the management of property portfolios brought against surveyors and property management professionals.

Nic acts for both insurers and insured. He also regularly acts as an independent expert in respect of disputes between insurers and their insured in property-related professional negligence claims, involving both barristers and solicitors.

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## Qualifications

Nic is a graduate of University College London (LLB) and Wadham College, Oxford (BCL). He was called to the bar in 1991. He is a member of the Chancery Bar Association, the Property Bar Association, the Chartered Institute of Arbitrators (MCI Arb) and the Hong Kong Institute of Arbitrators (MHKI Arb).

Nic has been a co-opted member of the Law Society's Conveyancing and Land Law Committee since 2015, a co-opted member of the Royal Institution of Chartered Surveyors' Dilapidations Forum Steering Group since 2017 and a co-opted member of the Journal of Building Survey, Appraisal and Valuation since 2019.

Between 2008 and 2013, Nic was a visiting lecturer in law at the University of Oxford, teaching part of the "Commercial Leases" course to undergraduate Jurisprudence students. Previously, he has been a lecturer in land law to undergraduate law students at the LSE and a tutor in land law to bar students at the Inns of Court School of Law.

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## Recommendations

In **Chambers and Partners 2020** Nicholas is ranked in Band 1 Real Estate Litigation. He is also ranked as a Leading Junior in tier 1 for Property Litigation in **The Legal 500 2020**.

He is described by solicitors as being,

***“Exceptional property expert and extremely helpful.”***

***“A real delight to work with and has in-depth knowledge.”***

***“He is always thinking outside the box and gets straight to the point.”***

(Chambers and Partners, 2020)

***“One of the best technical brains in the industry combined with an immense attention to detail. ”***

(Legal 500, 2020)

***“Absolutely the first choice for complex written opinions.”***

***“Very approachable, forthright and insightful.”***

***“Never fails to impress with his encyclopaedic knowledge of property law and his ability to wade through tons of details.”***

(Chambers and Partners, 2019)

***“Hilarious and great fun to work with, he really knows his stuff and always thinks outside the box.”***

***“He is bright, sharp and very commercial.”***

(Chambers and Partners, 2018)

***“One of the best technical brains in the industry combined with an immense attention to detail.”***

(Legal 500, 2018)

***“Easy-going, dependable barrister with a wealth of experience across the property sector. He is always a delight to work with and well liked by clients. He anticipates the next step and you find he’ll have already prepared before you have finished instructing him.”***

(Chambers and Partners, 2017)

***“He provides encyclopaedic knowledge of everything property litigation related with good humour.”***

(Legal 500, 2016)

***“Property genius” Nicholas Taggart gives “robust advice and doesn’t sit on the fence.”***

***“A master of his craft, he never loses sight of the commercial objective.”***

***“There is no ivory tower stuffiness about him whatsoever. ”***

(Chambers and Partners, 2011)

***“Encyclopaedic knowledge of the law.”***

(Legal 500, 2011)

***“A tremendous sense of humour which means that he is always fun to work with.”***

***“His wide and accomplished practice impresses market sources, who say he is “speedy, robust and clever.”***

(Chambers and Partners, 2010)

***“At the top of his game and a great all-round performer.”***

(Legal 500, 2010)

***“Extremely user-friendly.”***

(Legal 500, 2009)

***“Perfectly willing to talk over the issues”, he is praised by peers for hitting the ground running: “You can get him involved at no notice at all, and he does exactly what needs to be done.”***

(Chambers and Partners, 2008)

***“first class service.”***

(Legal 500, 2008)

***“The “phenomenally clever” Nicholas Taggart offers clients “streetwise advocacy” and “gets really fired up on behalf of his clients.”***

(Chambers and Partners, 2007)

***“A barrister you want on your side, especially if you expect to go twelve rounds with the other side. Unstuffy and determined to win.”***

(Legal 500, 2007)

***“Technically excellent and fantastic with clients.”***

(Legal 500, 2006)

***‘...“Rolled-up sleeves” of Nicholas Taggart who “likes to get stuck in”.’***

(Legal 500, 2005)

***“Pragmatic and easy to work with.”***

***“Tries to make suggestions independently rather than wait till he’s asked the question.”***

(Chambers and Partners, 2004)

***‘...“A details man, but very creative” with an “infectious and off-the-wall sense of humour”.’***

(Chambers and Partners, 2003)

**Provides encyclopaedic knowledge of everything property litigation related with good humour**

Legal 500

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## Cases

28 Apr 2015	Crest Nicholson (Operations) Ltd. v. Arqiva Services Ltd. & Ors. Estates Gazette PP 2015/142
02 Jan 2012	British Telecommunications plc v Rail Safety and Standards Board Ltd [2012] L&TR 35 (CA)
01 Dec 2011	K/S Victoria Street v House of Fraser (Stores Management) Ltd [2012] Ch 497 (CA); Windsor Life Assurance Co Ltd v Lloyds TSB Bank plc [2009] 3 EGLR 53
30 Nov 2010	The Bridgewater Canal Co Ltd v Geo Networks Ltd [2010] EWCA Civ 1348 [2010] PLSCS 305 [2010] 49 EG 79 (CS)
01 Nov 2010	K/S Victoria Street v House of Fraser (Stores Management) Ltd [2010] PLSCS 278
15 Dec 2008	Barton v The Church Commissioners for England and Wales
12 May 2005	Fairgate International Ltd v Citibank International Plc [2006] 1 P & CR2

01 Jan 2005	Hemingway Realty Limited v The Clothworkers Company
01 Jan 2003	P.W. & Co v Milton Gate [2003] EWHC 1994 (Ch)
01 Jan 2002	Tomkins v Basildon District Council [2002] 43 EG 208 (CA)
01 Jan 2001	Commercial Union Life Assurance Co.Ltd. v. Label Ink Ltd.
01 Jan 2000	Ballard (Kent) Ltd. v. Oliver Ashworth
01 Jan 2000	Frogmore Developments Ltd. v. Shirayama Shokusan Co. Ltd.
01 Jan 2000	Havant International v. Lionsgate
01 Jan 1999	Mattey Securities Ltd. v. Ervin
01 Jan 1999	Oceanic Village Ltd. v. Shirayama Shokusan
01 Jan 1998	In University of Westminster's Application
01 Jan 1998	Crean-Davidson Investments Ltd. v. Earl Cadogan and Others
01 Jan 1998	Gan v. Wood & Others
01 Jan 1997	Roker House Investments Ltd. v. Saunders & Bearman
01 Jan 1995	Sked v. Towngran Developments Ltd
01 Jan 1995	CIN Properties Ltd v Rawlins

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## Publications

02 Dec 2019	Reasons To Be Rational
02 May 2019	If Not Now Then When: When does a site provider have to make good his intention under the code and what does it take to do so?
16 Oct 2018	Who Do You Think You Are Kidding? - Some Implications of Dreamvar
24 Nov 2016	'I Still Haven't Found What I'm Looking For': Is the new electronic communications code worth all the bother?
15 Mar 2010	'Mind the Gap 2'- The Sequel: Tenants, the Registration Gap and The Landlord and Tenant (Covenants) Act 1995
02 Nov 2009	'Mind the Gap': Landlords, the Registration Gap and the Landlord and Tennant (Covenants) Act 1995

### Landmark Chambers remains fully operational during the Coronavirus (COVID-19) crisis

We would like to reassure you that Landmark Chambers remains fully operational and able to support your needs. Our barristers and staff are now working remotely and we have the technology in place to continue providing our normal level of service during this

unprecedented time.

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