



John Antell

Call 1992

Phone 0845 308 1551

Email

Practice Overview

John has a broad civil practice with specialities in: contractual disputes, property disputes, and employment law.

John worked in the City for 10 years before coming to the Bar and was Legal Advisor to the Professional Contractors' Group before joining chambers in 2001.

John appears in Courts throughout the Western Circuit, from Winchester and Southampton in the east, Truro in the west, to Bristol in the North

Professional Memberships

- Member of Technology and Construction Bar Association
- British Computer Society (CEng)
- Employment Law Bar Association
- Chancery Bar Association

Commercial & Insolvency

- Building and Construction –claims by or against builders. Disputes between contractors and subcontractors. Also disputes with architects, surveyors and engineers.
- Consumer Law involving contracts between a business and an individual: sale of faulty goods, boats, caravans and cars, Consumer Credit agreements, disputes regarding the provision of services
- Financial services – Consumer Credit – selling of insurance
- Disputes between insurance companies and policyholders.
- Commercial Law – trade between businesses – sale and carriage of goods by air, sea and land.
- Bankruptcy (of individuals) and insolvency (of companies)

Land Law

- Adverse possession
- Boundary disputes
- Easements
- Nuisance
- Restrictive Covenants
- Disputes over jointly owned property - proprietary estoppel, constructive trusts
- Trusts of Land and Appointment of Trustees Act (TOLATA) applications.
- Commercial Landlord and Tenant Law

Probate & Inheritance

Wills, Probate & Financial Provision on Death

- Contested wills
- Inheritance (Provision for Dependents) Act 1975 Act Claims

Employment

John appears in Employment Tribunals and the Courts representing both claimants and respondents and he covers all areas of dispute that arise including:

- Unfair dismissal
- Constructive dismissal
- Discrimination - sex, race, religion, disability (Also outside the employment context, discrimination in the provision of goods and services)
- Victimisation
- Restrictive covenants
- Agency Workers including the employment agencies regulations.
- Taxation of employment settlements
- Protected Disclosures ("Whistle-blowing")

TOLATA

Trusts of land and Appointment of Trustees Act applications in the Chancery Courts – e.g. where the property is held by siblings

Cases of Note

Robertson v Swift [2014] UKSC 50; [2014] 1 WLR 3438; [2014] Bus LR 1029

Trader and consumer entering into contract in the consumer's home on the trader's second visit. Trader not giving the consumer written notice of his right to cancel the contract under the Cancellation of Contracts made in a Consumer's Home etc Regulations 2008. Consumer nevertheless informing the trader, two days later, that he was cancelling the contract. Trader suing the consumer for the difference between the deposit paid and the 50% "cancellation charge" provided for in the contract. Consumer defending on the basis of the Regulations but trial judge finding that the Regulations only apply to contracts made at a "first visit". Held by the Court of Appeal that the Regulations apply whenever a contract is made in the consumer's home irrespective of how many visits there have previously been. Further held that the Regulations are not ultra vires because s.2(2) of the European Communities Act 1972 and s.59 of the Consumers, Estate Agents and Redress Act 2007 together provide the necessary authority for the Regulations. The Court of Appeal did however, decide that the Consumer could not recover his deposit because the right to cancel and recover a deposit (as distinct from the right not to be liable for any further payment) only arose when the trader served notice of the right to cancel which the trader had not done.

On appeal to the Supreme Court on the recovery of deposit point, held that the 2008 Regulations must be interpreted in accordance with the purpose of the Doorstep Selling Directive. To hold that the consumer did not have the right to cancel because the trader had not served written notice of the right to cancel would run directly counter to the overall purpose of the Directive in ensuring that a consumer has the opportunity to withdraw from a contract without suffering significant adverse consequences. A purposive interpretation was therefore required and the 2008 regulations should be read such that a failure by a trader to give written notice of the right to cancel does not deprive a consumer of the statutory right to cancel.

Bank of Scotland v Singh – Cardiff Mercantile Court [2012]

Parties signing term loan agreement with interest at 2% above base but bank charging 3% above base and eventually appointing LPA receivers when customer fell into arrears. Bank later admitting that 2% was the correct rate but refusing to remove receivers. Bank defending "unfair relationship" claim on the basis that even at 2% the customer would still have been in arrears (albeit by a rather smaller amount) when the receivers were appointed. Bank having the signed agreement at 2% in its possession all along but insisting customer must produce copy of agreement (which the customer did not have) when customer queried interest rate. Held: there was an unfair relationship and the Bank would be ordered to terminate the receivership and to credit the customer with all rent received by the receivers less only those reasonable disbursements of the receivers which any landlord would have incurred. In addition, for the 3 ½ year period of the receivership, the loan would be interest-free and the bank would be required to continue the loan for 3 ½ years beyond the original term.

Stephens v Grills [2010] EWHC 3795 (Ch); [2011] All ER (D) 277 (Mar)

Land in Respondent's possession for generations. Paper owner of that land and a much larger area of adjoining land, on selling, asking Respondent to countersign informal letter confirming she would continue to use land. Style of letter was such as to create a trap for the elderly Respondent in that it contained a preamble suggesting that past use had been permissive. Respondent countersigning letter to be "neighbourly" not realising possible legal significance of preamble. Held past use had not been permissive and letter did not give rise to an estoppel preventing the Respondent acquiring title by adverse possession. On appeal, on the estoppel point, held that Adjudicator had been correct in holding that there had been no detrimental reliance. Appeal court accepting argument that there was a further reason why claim not unconscionable, namely that the assertions in the preamble were, on the Adjudicator's findings, factually incorrect.

Datagate Services Ltd v RCC [2007] UKSPC SPC00656; [2008] STC(SCD) 453

Small business providing computer consultancy services to a government body in a high security environment. Contract providing for price to be calculated at an hourly rate. Held on appeal that this was a genuine small enterprise and not a case of "disguised employment" notwithstanding that the company had no other customers for a period of almost 4 years.