



Jason Evans-Tovey



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Jason Evans-Tovey

Call 1990

"He is rigorous in his attention to detail and has very good judgement." "He is a very intelligent barrister, a powerful and subtle analytical thinker and a joy to work with."  
(Chambers & Partners )



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Jason is a litigator whose attention to detail, strong legal, commercial and strategic advice as well as extensive trial and appellate advocacy experience have won him many followers in several fields of practice over the years.

Jason undertakes a wide range of civil common law and commercial work including contractual, insurance and reinsurance, professional negligence and property damage disputes. He is often involved in cases which draw on his expertise in different fields. He also advises and acts on urgent interim applications for injunctions and applications relating areas within conflicts of law (e.g. jurisdiction and choice of law) and has experience of litigation in the ECJ). He also has extensive past personal injury experience.

Jason's work is typically in what are now the Business and Property Courts of England and Wales (in particular the Commercial Court, the London and other regional Circuit Commercial Courts as well as the TCC and the Business List (ChD)) as well as in the Court of Appeal.

He also appears in arbitrations and has acted under ICC and LCIA rules as well as in ad-hoc arbitrations. From time to time he has been appointed to act as an arbitrator in commercial disputes.

Jason has participated regularly in Chambers' lectures to solicitors and insurers on matters arising out of his fields of practice.

## Commercial

Jason has a broad commercial practice including an international reputation for franchise-type disputes. He handles:

- freezing injunction applications
- ordinary restraining and mandatory injunction applications
- Norwich Pharmacal and Bankers' Trust applications
- challenges to jurisdiction
- security for costs applications
- a wide variety of procedural applications

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Disputes commonly handled by Jason include disputes relating to:

- Products – the sale or supply of goods and commodities.
- Services – the scope and standards of services
- Insurance and reinsurance
- Directors and fiduciary duties (including breach of confidence and misuse of trade secrets)
- Partnerships and shareholdings (including unfair prejudice claims)
- Franchises, licensing and distribution agreements (including restraints of trade)
- Share and asset purchase agreements (including indemnity and warranty claims)

as well as disputes relating to legal issues including:

- Jurisdiction and conflicts of law
- Tort claims including
  - Civil fraud
  - Bribery
  - Misrepresentation and negligent misstatement claims
  - Other economic torts (i.e, conspiracy to use unlawful means)
- Contractual claims including:
  - Interpretation and performance of a contract
  - Implied Terms
  - Rescission and termination
  - Restrictive Covenants
- Breach of trust and fiduciary duty claims
- Damages (including heads and measures) and equitable remedies

## Selected Cases

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Reported and recent work include:

- MW High Tech Projects v. Greenhalgh & ors [2022] EWHC 2000 (TCC) – strike out summary judgment application in relation to claims by a company against its former directors for damages totalling more than £300M in relation to entries by the company into 3 waste-to-energy projects.
- Advising in relation to £million commissions payments due under an SPA relating to a waste to energy project.
- Advising and acting in relation to multi-million pound claims relating to 200+ million items of PPE provided as a result of Covid.
- Advising in relation to a multi-party claim for damages for fraudulent and negligent misrepresentations relating to investments in a SaaS tech company.
- Hunters Franchising Limited v. Brybond Ltd [2022] EWHC 3195 (Comm) – commercial agency and distribution agreement – development schedules – express and implied terms – the scope of any implied duty of good faith.
- Advising in relation to alleged breaches of a settlement agreement relating to documents and disparaging remarks.
- Advising and acting for insurance intermediaries in relation to claims for unpaid commissions and termination of the arrangement.
- Equitas v. Sande Investments [2021] EWHC 105 (Comm) claim against an insurance intermediary in the Lloyd's market relation to claims for sums collected from reinsurers on behalf of insolvent

Lloyd's brokers.

- Advising and acting for a specialist insurance broker in relation to commissions due under an intermediary remuneration agreement relating to a bespoke foreign insurance scheme.
- Advising and acting on a section 994 unfair prejudice petition relating to a business worth £70m+, including the scope of shareholders obligations to each other and issues of good faith.
- GDE & Goffe v. Anglia Autoflow Limited [2020] EWHC 105 (Comm) commercial agency agreement – applicable law – limitation (acted until changed of solicitor and counsel).
- SDI Retail Services v. Rangers Football Club [2019] EWHC 591 (Comm) commercial licence and distribution agreement – contract interpretation relating to renewals (Sir Ross Cranston).
- St Vincent European General Partner Ltd v. Robinson [2018] EWHC 1442 (Comm) costs – indemnity basis (Males J).
- St Vincent European General Partner Ltd v. Robinson [2018] EWHC 1230 (Comm) acting for proposed defendant resisting joinder to action for conspiracy to injure by unlawful means where there were issues of limitation, tender and reflective loss (Males J).
- Cape Distribution Ltd v. Cape Intermediate Holdings PLC (2017) acting for insurers seeking to avoid an EL policy for non disclosure and misrepresentation as to the nature of the risk (Picken J).
- Cape Distribution Ltd v. Cape Intermediate Holdings PLC [2017] Lloyd's Rep IR 1 (Picken J). A multi-million pound claim concerning a subrogation bar in the case of co-insureds and pervasive interests (led by Michael Kent KC; opponents Justin Fenwick KC, Leigh-Ann Mulcahy KC (4 New Square) and Ben Lynch (Fountain Court)).
- Cape Distribution Ltd v. Cape Intermediate Holdings PLC [2016] Lloyd's Rep IR 499 (Picken J). A multi-million pound claim concerning the meaning and effect of an asset sale agreement and in particular the meaning and scope of indemnity provisions therein including the meaning of "liabilities subsisting" and whether the indemnity extended to the indemnitee's own negligence or was net of insurance recoveries (led by Michael Kent KC; opponents Justin Fenwick KC, Leigh-Ann Mulcahy KC and Andrew Kinnier).
- Haylett v. Cayton [2015] EWHC 1951 (Comm) (Colin Edelman KC). Case concerning a partnership or joint venture arrangement, its termination and the consequences thereof, including the appropriate measure of compensation and quantum (Opponents: William Flenley KC and Francis Bacon (Hailsham)).
- Martin & Co v. Cedra Ltd [2015] EWHC 1036 (Ch) (Rose J). Interim injunction application by a franchisor to enforce compliance by a former franchisee with post-termination obligations including restrictive covenants in circumstances where the franchisee was alleging that the termination was unlawful.
- Carewatch Care Services Limited v. Focus Caring Services Limited [2014] EWHC 2313 (Henderson J). Claim to enforce post termination obligations in a home care services franchise agreement, including 'step-in' provisions and restrictive covenants. The claim also concerned implied terms and competition law issues. (Jason was leading Victoria Wakefield (Brick Court); opponents: Brie Steven-Hoare KC (Hardwicke) and Aidan Robertson KC (Brick Court)).
- Nageh v. David Game College Ltd [2013] EWCA Civ 1340. Claim by an agent for commission turning on the authenticity, meaning and effect of a document (Opponent: Simon Gorton KC).
- PSG Franchising v. Lydia Darby Ltd [2012] EWHC 3707 (QB). Claim to enforce post termination obligations in a franchise agreement, including restrictive covenants.
- Advising and acting for a Spanish hotel operator in a major contract dispute with a large and well-known tour operator.
- Thomas Brown Estates v. Hunters Partners Ltd [2012] EWHC 30 (QB) action arising out of an underlying large group action by about 50 Bairstow Eves estate agent franchised offices for declarations as to whether Hunters estate agents, who had purchased the franchisor, could force

the “Bairstow Eves” franchisees to rebrand their offices as “Hunters”. (Opponent: Nigel Jones KC (Hardwicke)).

- Papa Johns v. Doyley (2011). Claim by former franchisee against well-known pizza franchisor for mis-selling its franchises during an alleged brand re-launch in 2004. Jason led Carlo Taczalski against Clive Freedman KC (7KBW).
- Francotyp-Postalia v. Whitehead [2011] EWHC 367 (Ch) (Peter Smith J). Claim relating to severing contractual provisions and the blue pencil test.
- Acting for a manufacturer against a foreign agent in an arbitration relating to oil industry products shipped to Libya and the scope of the Commercial Agents (Council Directive) Regulations.
- Advising and acting in a sizeable contract dispute relating to the meaning and effect of a warranty in a SPA relating to the care home industry.
- Seeking or resisting various non-compete, non solicitation and other injunctions in franchise disputes.

## Insurance & Reinsurance

Jason has spent a large part of his practice dealing with non-marine insurance-related disputes concerning for example PI, PL, EL, D&O, material damage, BI or motor policies, whether it be advising and litigating or arbitrating cases concerning coverage issues, an insured’s defence, subrogated recovery, or insurer’s liabilities under legislation.

He has considerable experience of coverage issues from, for example, non-disclosure and misrepresentation, through issues of an insured’s identity, the subject matter and general policy interpretation, to notification, issues of average, numbers of claims and measures and limits of indemnity.

He also has considerable experience of insurers’ liabilities under legislation including the Third Parties (Rights Against Insurers) Acts 1930 and 2010, the Consumer Insurance (Disclosure and Representations) Act 2012, the Insurance Act 2015 and the European Communities (Rights Against Insurers) Regulations 2002.

## Selected Cases

Reported and recent current insurance-related cases include:

- Brian Leighton (Garages) Ltd v. Allianz Insurance PLC [2022] EWHC 1150 (Comm) and [2023] EWCA Civ 8 acting for insurers in a claim under a property damage policy following a fuel leak where the principal issues included interpretation of a policy exclusion, proximate causes and whether the damage was caused by pollution or contamination.
- R (on application of Brenner) v. Haringey LBC [2023] EWHC 686 (Admin) acting for insurers as an interested party on a judicial review relating to property damage caused by a tree.
- Acting for insurers in a multi-million pound dispute about the nature and scope of the measure of indemnity (value or reinstatement) under a policy providing cover against material damage.
- Acting for an insured in a claim for indemnity under a property damage policy caused by subsidence as a result of poor ground conditions.
- Acting for an insured in a claim for indemnity under a policy providing property damage and BI cover arising out of a ‘Storm’.
- Sartex Quilts and Textiles Ltd v. Endurance Corporate Capital Ltd [2019] EWHC 1103 (Comm) and

[2020] EWCA Civ 308 acting for insurers in a claim under a property damage policy following a fire where the principal issues were whether the property was subject to a co-insurance provision and whether the measure of indemnity under the insuring clause was the reinstatement basis or the loss of value basis.

- Cape Distribution Ltd v. Cape Intermediate Holdings PLC (2017) acting for insurers seeking to avoid an EL policy for non disclosure and misrepresentation as to the nature of the risk.
- Cape Distribution Ltd v. Cape Intermediate Holdings PLC [2017] Lloyd's Rep IR 1. A multi-million pound claim concerning a bar subrogation in the case of co-insureds and pervasive interests (led by Michael Kent KC; opponents Justin Fenwick KC, Leigh-Ann Mulcahy KC and Ben Lynch)
- Cape Distribution Ltd v. Cape Intermediate Holdings PLC [2016] Lloyd's Rep IR 499. A multi-million pound claim concerning renewals, policy endorsements, co-insured's and the principle in Mark Rowlands v. Berni Inns (led by Michael Kent KC; opponents Justin Fenwick KC, Leigh-Ann Mulcahy KC and Andrew Kinnier)
- Advising major ATE insurer on liability under an ATE policy following the loss of a complex, high value commercial action.
- Pinn v. Zenith Insurance Management Ltd (11.4.14). Acting for an insurer in relation to the scope and effect of an exclusion in a motor policy relating to 'racing'.
- Jubilee Motor Policies Syndicate 1231 at Lloyd's v. Volvo Truck & Bus (Southern) Ltd [2010] EWHC 3641 (QB) Advising and acting for insurers in dispute about the true scope of the Civil Liability (Contribution Act) 1978 and what is and is not "same damage" in the context of a motor policy.
- Advising lenders in relation to a potential claim under a lender's title insurance policy intended to indemnify for defects in title to property.
- Advising and acting in a commercial court claim against insurers under a material damage policy following the loss of a large diamond ring (Opponent: James Medd)
- Encia Remediation Ltd v. Canopus Managing Agents Ltd [2007] 1 CLC 818. Advising and acting for insurers at first instance and in relation to the Court of Appeal in a preliminary issues trial as to the extent of coverage under an environmental consultants professional indemnity policy and whether an environmental consultant's professional indemnity policy was wide enough to include contracting to manufacture, construct, erect, install or supply materials or equipment and was wide enough to include a contract to design and carry out piling works and project management for a residential development constructed on reclaimed land. (Opponents: Siobhan Healy and Michael Holmes (7KBW))
- Lloyd-Wolper v. Moore [2004] 1 WLR 766. Advising and acting for insurers at first instance and in the Court of Appeal in a claim against an insured under a motor policy for reimbursement under s 151(8) of the RTA 1988 on grounds that the father caused or permitted the use of the vehicle.

## Professional Liability

Jason spent a great deal of the 1990s advising and acting on the solicitors and valuers claims relating to domestic and commercial property transactions arising out of the 1989-91 property crash. He was a junior counsel for John D Wood (being lead by Michael Harvey KC) instructed by Cameron Markby Hewitt in the well-known case of Bank Bruxelles Lambert v. John D Wood Commercial Ltd. Since then his practice has expanded to include claims against insurance brokers and IFAs. In addition, he is instructed in claims against so-called "emerging professionals".

Jason's professional negligence practice primarily covers claims for and against

- lawyers
- brokers
- IFAs
- valuers and surveyors

as well as coverage advice in the context of professional indemnity and other policies.

## Lawyers

Jason has extensive experience of claims against solicitors (including claims relating to conveyances, leases, break notices, by third parties, loss litigation claims and claims for loss of a chance) and barristers (including claims relating to settlements). Recent and reported cases include:

- Advising in a large claim by buy-to-let entities against solicitors relating to scope of duty, the erroneous discharge of a mortgage and alleged general and special damage to reputation and credit ratings.
- Advising in claim against solicitors relating to the absence of a new home warranty.
- NDH Properties Limited v. Lupton Fawcett LLP [2020] EWHC 3056 (Ch) (Snowden JJ Pelling KC) successful defence of high value solicitor's negligence claim involving implied retainers and duties of care in favour of non-clients, including whether a solicitors' firm owed a duty to warn a non-client that the firm was not acting for it.
- Advising in a multi-million pound claim on behalf of trustees of a large estate against for against a solicitor and co-trustee for breach of directors duties and fiduciary duties in relation to planning and tax matters.
- Metropolitan Venues Limited v. Watson Burton [2014] EWHC 883 (QB) (HHJ Pelling KC) successful defence of high value solicitor's negligence claim involving collateral contracts, implied retainers, misrepresentation and duties of care to non clients in the context of a sub-purchase (Opponents: Mark Cannon KC (4 New Square) & Elizabeth Tythcott).
- Instructions in the "Parmalat litigation". He was instructed by well-know London firm on behalf of Italian lawyers, Gianni & ors. The claim, which involved sums in excess of £150m, arose out of advice allegedly given to Credit Suisse by Linklaters in relation to a structured finance transaction with Parmalat.
- Instructions from magic circle firm first alone and then along with Sarah Hannford KC (Keating Chambers) in relation jurisdictional matters and thereafter the merits of pursuing a complex high value claim arising out of the proposed redevelopment of a large track of land in London. A major bank had advanced £60m + in tranches to an SPV for the commercial redevelopment of a large area of land in London. The bank sought Jason's preliminary views in conferences and in writing on, amongst other things, the merits of claims against the professionals involved.
- Instructed by well-known London firm (on instructions from insurers) to advise and act for a firm of solicitors in relation to numerous claims (including claims of fraud) arising out of that firms' conveyancing work.
- Instructed to obtain an injunction against a solicitor who moved to a firm acting on the opposing side of litigation
- Instructed by claimants in the on-going VWF litigation.
- Del Grosso v. Payne & Payne [2007] EWCA Civ 340 (2007) 151 SJLB 336 – solicitor's negligence claim arising out of advice given in connection with the lease of nightclub premises – amendments outside the limitation period.
- Copeland v. Smith [2000] 1 WLR 1371 (CA) – barristers – duty of counsel to the court.



## Brokers

In conjunction with his insurance work, Jason has acted in a number of claims against brokers (including claims relating to inadequate scope of cover, inadequate LOIs). Recent cases include:

- Instructions in a high value claim on behalf of insurance brokers in relation to the placing of material damage cover and information provided in relation to exclusions.
- Instructed in £900K claim on behalf of broker alleged to have obtained cover which was not sufficiently clear in its terms and to have failed to obtain BI cover with sufficient cover for increased costs of working
- Instructed in £1m+ claim on behalf of broker alleged to have failed to obtain alternative accommodation cover for insured including cover extending to accommodation for persons beyond the insured

## IFAs

Jason has a good deal of experience of claims against IFAs. Past experience has included pension claims and film finance schemes. More recent cases have included:

- Instructed on behalf of KC in relation to a claim against a financial adviser relating to a tax avoidance scheme providing for participation in an integrated media business (including international and British film and television production), the ability to set-off initial losses against profits in another trade or business and the recoupment of capital investment and the receipt of additional sums.
- Instructed against a financial adviser on behalf of a number of people who invested in an enterprise zone syndicate relating to property in East Durham who complained that they were not properly advised about risks in relation to the transaction.
- Instructed in relation to a £3m claim against financial advisers for alleged advice in relation to off-shore investments which turned out to be part of a Ponzi scheme.

## Valuers & Surveyors

Jason has extensive experience of claims by purchasers and lenders, claims relating to domestic and commercial property, claims concerning defects and valuations advice and claims relating to duties of care and damages. Recent and reported cases include:

- Large v. Hart [2021] EWCA Civ 24 successful defence of an appeal against the measure of loss awarded in a surveyor's negligence claim based upon latent defects involving issues about whether the homebuyer's report contained information or advice for the purposes of SAAMCO (Opponent: Simon Wilton (Hailsham)).
- Instructed, following a "beauty parade", by a well-know firm to advise and act for a mezzanine lender (who had provided short-term finance secured on domestic and commercial property) in relation to various large claims against certain well-know valuers.
- Advising lenders in relation to a potential claim under a lender's title insurance policy intended to indemnify for defects in title to property.
- Europe Mortgage Co v. Halifax Estate Agencies [1996] EG 84 (CS), [1996] NPC 68, The Times, 23 May 1996 – surveyor – whether lender should give credit for sums recovered under a MIG policy

- Secured Residential Funding v. Nationwide Building Society [1997] EGCS 138 [1997] NPC 147 – surveyor – misrepresentation – duty of care. (see also Coates and Evans-Tovey, “Duty of Care of Professional Advisers” (1998) 142 Sol Jo 60)

## Receivers

Jason has acted for receivers in relation to claims relating to sales of properties (including portfolios) and in particular alleged sales at undervalues.

## Other professions

Other reported cases relating to professional negligence include:

- Haylett v. Cayton [2015] EWHC 1951 (Comm) (Colin Edelman KC). Jason advised and acted throughout in this case dealing with the break-up of a professional negligence claims handling and solicitors’ enterprise (Opponents: William Flenley KC and Francis Bacon).
- Stagecoach South Western Trains Limited v. Hind & Ors [2014] EWHC 1891 (TCC) (Coulson J). Jason advised and acted throughout on instructions from Morgan Cole and then BLM in this case dealing with the duties owed by tree surgeons and the like.
- Lingfield Properties (Darlington) Limited v. Padgett Lavender Associates (A Firm) [2007] EWHC 2989 (QB) (2008) 1 EG 134 (Tugendhat J). Jason advised and acted throughout on instructions from Watson Burton LLP and Charrington Insurance in this complex £16m claim against a professional town planner who was alleged to have let lapse very valuable planning permission for an out-of-town retail development
- Lingfield Properties (Darlington) Limited v. Padgett Lavender Associates (A Firm) [2008] EWHC 2795 (QB) (Tugendhat J) – section 51 non party costs orders in a professional negligence context.
- Demarco v. Bulley Davey [2006] EWCA Civ 188 [2006] PNLR 27 – Jason acted at first instance and in the Court of Appeal in claim against insolvency practitioners for loss of a chance to annul a bankruptcy order and the correct measure of damages

## Property Damage

Jason read natural sciences at Cambridge (Pts 1A & IB) and as a consequence has a good general understanding of scientific and technical matters. He advises and acts in all types of fire and flood claims and other disputes involving technical issues, including product liability claims and is on insurers’ major loss panels.

## Selected Cases

His reported and more recent cases in the field of property damage include:

- Acting for insurers in a £3m claim for damages under various heads of loss alleged to have been caused by legionella as a result of a plumbing contractor’s negligence.
- Acting for insurers in a major loss subrogated claim arising out of leaks from pipework and whether the premises and pipe installation were the same or “other” property for the principle in *Donoghue v. Stevenson*
- Acting for insurers in a claim for damages alleged to have been caused by a flue fire and insufficient

cleaning and in a claim for a contribution.

- Acting for insurers in a major loss subrogated claim arising out of an electrical fire related to an MCB and the scope and effect of exclusion and limitation of liability clauses.
- Acting for insurers in a claim for damages under various heads of loss alleged to have been caused by negligent installation of a wood burning stove.
- Acting for an insured in relation to a claim for subsidence damage attributable to ground conditions.
- Acting for insurers seeking compensation from a local authority for refusing permission to fell a tree subject to a TPO and on the scope of the defence in Article 9(4)(c) and now Regulation 24(4)(c) of the Town and Country Planning (Tree Preservation) (England) Regulations 2012: Burge & Anor v South Gloucestershire Council [2016] UKUT 300 (LC) (27 July 2016); South Gloucestershire Council v. Burge [2017] EWCA Civ 1313; The Times (16.10.17).
- Acting for insurers in relation to a claim for damage caused by a lorry to a bridge over the A14: Highways England Company Limited v. Rodwell Limited [2017] EWHC 118 (QB).
- Acting for insurers in relation to a claim arising from a tree falling onto railway tracks and causing damage to rolling stock: Stagecoach South Western Trains Ltd v. Hind [2014] EWHC 1891 (TCC)
- Acting for insurers against a local authority in relation to tree root subsidence including issues of foreseeability and causation: John Lyon Free Grammar School v. Westminster City Council [2012] UKUT 117(LC).
- Acting for insurers in major multi-million pound claims arising out of fires at large country houses related variously to chimneys and embedded timbers, electrical defects and/or hot works.
- Advising in relation to a major water leak at a warehouse and subsequent subsidence leading to demolition and rebuilding.
- Advising in relation to a multi-million pound claim for arson on a building site resulting in the total loss of the contract works and issues relating to insurance
- Advising in relation to major fires in hotel kitchens and restaurants.

## Qualifications

School: Old Swinford Hospital, Stourbridge

University:

Trinity College, Cambridge MA (1<sup>st</sup> Class)

- Natural Sciences (Pts IA & IB) Law (Parts IB and II)
- Senior Scholar
- Lizette Bentwich Prize
- Norton Rose Conflicts of Law Prize

University of Virginia – LLM

Inn: Gray's – Arden Scholarship



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## Memberships

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PNBA, Combar, LCLCBA, TECBAR

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## Recommendations

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"A formidable opponent but a nice guy too."

Chambers & Partners, 2025

"Jason is very good. He sees the big picture from very early on and gives confident and robust advice."

Legal 500, 2025

"Jason gives clear advice and sees through the detail."

Chambers & Partners, 2024

"Jason is excellent. He gives clear advice from the outset and does not waiver. At trial, he is at his most polite when being utterly damning of the opposition's case, it is a delight to watch."

Legal 500, 2024

"Jason combines a strong intellect with an affable personality, which makes him a pleasure to work with. His willingness to listen to, and entertain, alternative points of view is also a strength."

Legal 500, 2023

"Jason is an excellent advocate. I want him involved on any claim I deal with as early as possible. He knows where it is going and how best to get there."

Chambers & Partners, 2023

"He's very affable, very approachable, easy to work with and clearly very sharp."

Chambers & Partners, 2022

"Jason is excellent at planning for trial from the outset. His early advice is invaluable for ensuring that key issues are identified and pursued."

Legal 500, 2022

"He goes over and above. His advice is technically very sound, very clear, and he is very good with clients."

Chambers & Partners, 2022

"He is exceptionally bright and sees the big picture when advising."

Legal 500, 2021

"He is an excellent trial barrister. Jason saw the long view early on and was able to ensure that the key issues were aired early in the dispute."

Chambers & Partners, 2021

"He is phenomenally bright and sees the big picture. Where some might simply deal with what is in front of them, he ensures that all angles are covered before recommending a particular way forward."; "He is a very thorough, competent and effective practitioner in the field. Very pleasant to deal with."

Chambers & Partners, 2020

"He is rigorous in his attention to detail and has very good judgement." "He is a very intelligent barrister, a

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powerful and subtle analytical thinker and a joy to work with."  
Chambers & Partners, 2019