



Mark Wonnacott QC

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Clerks' Details

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Qualifications and Appointments

- LLB (Lond) BA (Lond)

“An excellent barrister with a distinctive style – he is a master of his trade.”

Legal 500, 2016

Memberships

- Chancery Bar Association
- Commercial Bar Association

Publications

- What is a reversion upon a lease? (2014) 130 LQR 635
- The History of the Law of Landlord and Tenant in England and Wales, Lawbook Exchange, 2012
- Possession of Land, CUP, 2006
- Drafting Property Pleadings, EMIS, 1997

Practice Overview

Mark is a property litigator. Most of his work is mainstream commercial property, but he also has a niche practice in some of the darker corners of land law. His cases are often reported in the Estates Gazette and elsewhere, and he sometimes acts as an arbitrator in property disputes.

Described in Chambers & Partners as “A strong all-round property litigator, who is recognised for his particular expertise in cases concerning rights of way, manorial rights and agricultural tenancies”. He is “A highly renowned property litigation silk with a particular interest in land law.”

Legal 500 describe him as “First-class” a fierce and effective litigator.” he is “A true expert in this field with an almost encyclopaedic knowledge of property law, he provides very commercial and robust advice.”

Representative cases:

- *Gaia Ventures v Abbeygate* [2018] EWHC 118 (Ch) (overage: reasonable endeavours)
- *Sackville v Robertson Taylor* [2018] EWHC 122 (break notice: authority)
- *Vivienne Westwood v Conduit Street Depts* [2017] EWHC 350 (Ch) (penalty rents) *Watts v Stewart* [2017] HLR 8 (almshouses)
- *Perenco v Bond* [2016] EWHC 1498 (TCC) (mining compensation)
- *SEPT v Laindon* [2016] EWCA Civ 377 (fixtures, remoteness)
- *Sainsbury's v Bristol Rovers* [2015] EWHC 2002 (Ch) (conditional contracts)
- *Friends Life v A&A Express* [2014] EWHC 1463 (commercial service charge)
- *Siemens v Friends Life* [2014] EWCA Civ 382 (options: blue paper/pink paper)
- *Bywater v Oswertry* [2014] EWHC 310 (Ch) (rent review)
- *Sunlife v Tiger* [2013] 2 EGLR 55 (terminal dilapidations)



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- *Walby v Walby* [2013] 1 EGLR 111 (easements of necessity)
 - *London Tara v Kensington Close* [2012] 2 All ER 554 (prescription)
 - *Berrisford v Mexfield* [2012] 1 AC 955 (certainty of term)
 - *Dance v Savery* [2011] EWCA Civ 125 (rights of common)
 - *Neale v Witney Electric Theatre* [2011] EWCA Civ 1032 (interim rent)
 - *Mexfield v Berrisford* [2011] Ch 244 (certainty of term)
 - *Mayor of London v Hall* [2011] 1 WLR 504 (Parliament Square protest)
 - *John Smith v Hill* [2010] 2 BCLC 556 (nuisance to rents)
 - *Lidl v Just Fitness* [2010] EWHC 39 (arbitration res judicata)
 - *Van Dal v Ryman* [2009] 1 All ER 883 (terminal dilapidations)
 - *Brooker v Unique* [2009] 49 EG 72 (public house rents)
 - *Somerfield v Spring* [2009] EWHC 2384 (renewal against administrators)
 - *Walker v Kenley* [2008] EWHC 370 (overage)
 - *Sava v SS Global* [2008] EWCA Civ 1308 (adverse possession)
 - *Homepace v Sita* [2008] 1 P & CR 436 (invalid expert determination)
 - *Roberts v Crown Estate* [2008] Ch 439 (manorial rights)
 - *Princes House v Distinctive Clubs* [2007] L&TR 34 (service charge)
 - *HSBC v Quinn* [2007] All ER (D) 125 (formalities)
 - *Roberts v Swangrove Estates* [2007] 2 P & CR 17 (adverse possession)
 - *Tamares v Fairpoint* [2007] 1 WLR 2167, 2148 (rights to light) 2
 - *Pointon v Poulton* (2007) L&TR 8 (incorporeal occupation)
 - *Hickey v Haringey LBC* (2006) HLR 36 (non-secure tenancies)
 - *Legends Surf Shop v Sun Life* (2006) BCC 204 (administrator's AGA)
 - *Riverside v Blackhawke* [2005] 1 EGLR 214 (terminal dilapidations)
 - *Green v Alexander Johnson* (2005) PNLR 45 (enfranchisement negligence)
 - *UCB v Hedworth (No.2)* [2003] 3 FCR 739 (mortgage subrogation)
 - *Day v Coltrane* [2003] 1 WLR 1379 (payment by cheque)
 - *UCB v Hedworth (No.1)* Times, 13.6.02 (possession)
 - *Jewell v McGowan* [2002] 3 EGLR 87 (meaning of "agriculture only")
 - *Sun Life v Thales* [2001] 1 WLR 1562 (validity of s.26 notice)
 - *Fuller v Happy Shopper* [2001] 1 WLR 1681 (set-off against rent)