

## Richard Wilson QC, LL.D



Richard Wilson QC (Queen’s Counsel), LL.D (Doctor of Laws) is a barrister specializing in Commercial and Art Law, and Administrative & Public Law (i.e. judicial review) practicing out of Chambers based in London. He is a part-time Judge (sitting in both civil and criminal jurisdictions), an accredited Mediator, and a Visiting Professor of Law at Coventry University, England.

Richard has considerable experience to bring to bear on the Mediation, Arbitration or Early Neutral Evaluation of legal disputes relating to Art & Cultural Property. Given his 30-odd years experience as an advocate before the highest courts in England, his 17 years sitting as a judge (on a part-time basis) and his time as an advocacy trainer in various international jurisdictions, Richard is well equipped to assist disputing parties in mock trials conducted for the purposes of enabling disputing parties properly assess their prospects of success on an informed basis.

Richard’s Art Law practice group are founder members of the Art Due Diligence Group, a group that was formed to enable full and proper due diligence in high value art transactions. As far as we are aware, this is the first group multi-specialist group of its kind to be formed anywhere in the world.

The Art Due Diligence Group are a specially selection team of leading experts in legal title & claim checks, forensic science, Art historical research, independent Fine Art advice & brokerage, security and due diligence, commercial legal services, dispute resolution and litigation, stolen art recoveries, reputation and risk management etc.

In an international commercial dispute resolution context, Richard is particularly interested in issues that arise under Bilateral Investment Treaties. Recently, Richard was involved in the hosting of events in London such as a China Belt and Road Initiative Conference, and a joint Coventry University-Aberdeen University symposium in London that focused on the extraordinary discovery of billions of barrels of commercially exploitable oil in Guyana, South America. That Conference also explored the development issues associated with Guyana becoming a huge oil producing State in the near future.

In June 2019, Richard attended Mauritius Arbitration Week in Mauritius where he chaired the session on Chinese Investment in Africa and the settlement of commercial disputes in respect of the same. Later, in the same week, he spoke on Bilateral Investment Treaties and recent arbitral awards in the mining industry in Africa and Latin America.

Richard is one of the keynote Speakers at the forthcoming Global International Commercial Arbitration Conference in Delhi, India on 7 December 2019. Alongside Justices of the Indian Supreme Court and the Indian Minister for Law & Justice, amongst others, Richard will speak on:

***The Singapore Convention 2019 and the use of Mediation for the Settlement of International Commercial Disputes’***

Richard is currently awaiting judgment in the case of *Sotheby's v. Fairlight Art Ventures LLP*, which is due to be handed down in December 2019. Considered by many to be one of the most important Art Law cases in English legal history, the case concerns the sale of a painting attributed to Frans Hals (a famous 17th Century Dutch Golden Age 'Old Master' painter) to a Seattle based billionaire for the sum of US\$ 11,287,500. Richard represents the defendant.

## Areas of Expertise:

- ACCOUNTING/FINANCE
- BANKER/LENDING LIABILITY
- COMMERCIAL DISPUTES
- EMPLOYMENT
- FINE ART/ANTIQUITIES
- INTERNATIONAL ARBITRATION

## NOTABLE CASES

He has appeared as counsel in some notable cases over the past decade.

### Commercial Court (a part of the High Court of England and Wales)

- *Sotheby's v. Fairlight Art Ventures LLP* (2019) –

judgment pending December 2019. Considered by many to be one of the most important Art Law cases in English legal history, the case concerns the sale of a painting attributed to Frans Hals (a famous 17th Century Dutch Golden Age Old Master painter) to a Seattle based billionaire for the sum of US\$ 11,287,500. The basic issues raised are privity of contract, partnership, construction of contractual terms, breach of contract, rescission and damages. Key inquiries focussed on whether it was the “generally accepted views” of scholars and experts at the date of sale of the painting that the painting was attributable to Frans Hals, and whether Sotheby's had acted in good faith and consistent with fiduciary duties owed to the Seller when “determining” the painting to be counterfeit.

### Supreme Court / House of Lords

- *Telchadder v. Wickland (Holdings) Ltd* [2014] UKSC 57; [2014] 1 W.L.R. 4004;

interpretation of notice provisions relating to breach of an occupier's license agreement, under the Mobile Homes Act 1983.

- *(on the application of ZO (Somalia)) v. Secretary of State for the Home Department* [2010] UKSC 36; [2010] 1 W.L.R. 1948.

Whether asylum seekers were entitled to work in the UK under European Union Directives, the Charter of Fundamental Rights of the European Union and the European Convention of Human Rights; interpretation of “asylum seekers” within the meaning of the Reception Directive.

- *Ofulue v. Bossert* [2009] UKHL 16; [2009] 1 A.C. 990;

scope of the ‘without prejudice’ rule; interpretation of ‘acknowledgments’ in section 29 of the Limitation Act 1980.

### **Court of Appeal (Civil Division):**

- ***Walsh v. Shanahan***[2013] EWCA Civ 411; [2013] 2 P. & C.R. DG7;

whether misuse of confidential information gave rise to a right to an account of profits.

- ***R. (on the application of Bahta) v Secretary of State for the Home Department*** [2011] EWCA Civ 895; [2011] C.P. Rep. 43; [2011] 5 Costs L.R. 857; [2011] A.C.D. 116.

Whether a defendant that had failed to comply with a relevant pre-action protocol could invoke the Boxall principle in its favour when making a concession that should have been granted at an earlier stage; the relevant principles clarified following the Jackson Review of Civil Litigation Costs.

- ***Whitecap Leisure Ltd v. John H Rundle Ltd*** [2008] EWCA Civ 429; [2008] 2 Lloyd’s Rep. 216; [2008] C.P. Rep. 31;

interpretation of time limitation clause in a contract for sale of goods and services.

- ***Wittmann (UK) Ltd v. Willdav Engineering SA***[2007] EWCA Civ 824; [2007] B.L.R. 509;

Banking and finance; Contracts; Sale of goods; whether a parent company as guarantor remained liable under a contract of guarantee for its subsidiary’s residual liability in respect of the purchase price; construction of a contract of guarantee.

### **Divisional Court:**

- ***R. (on the application of Bar Standards Board) v. Disciplinary Tribunal of the Council of the Inns of Court***[2014] EWHC 1570

(the Divisional Court, Queen’s Bench Division); [2015] 1 W.L.R. 2778. Judicial Review of decision of the Disciplinary Tribunal of the Inns of Court on barrister litigants in person and costs awards; whether barrister litigant in person entitled to professional rates for the litigious work involved in representing herself.

### **Mediator:**

#### **Richard is an accredited Mediator.**

- The Centre for Effective Dispute Resolution (CEDR) are said to “*have led the field of conflict management and resolution for 25 years*”.
- During his CEDR mediation accreditation process, Richard was graded “outstanding” in a number of categories. He has also received accreditation as a “Certified Mediator” from the London School of Mediation (“one of the world’s leading organisations for mediation training”).
- He was formally assessed as a mediator who:

- “Combines sound legal analysis with a practical approach to the commercial realities”
- “Brings a quiet gravitas to the mediation. Utterly impartial and non-judgmental language throughout”
- “Has a Superb questioning style (concise, clear and relevant)”
- “Is Calm and confident. Built good rapport”
- “Kept options open and let the parties determine content”
- “Generated atmosphere of problem solving”
- “Produced ‘good precise terms’ for draft settlement agreement”

**Participants’ comments:**

*“Thank you for your patience and persistence which, coupled with necessary wise counsel at strategic moments, proved highly instrumental in procuring a settlement which seemed very unlikely indeed at an earlier stage” – Solicitor, Derby.*

*“The dispute has been satisfactorily settled. I believe that your assistance played a very considerable part in achieving this and I am really grateful to you for it” – Solicitor, London.*