



In this series of articles, we aim to highlight 3 of the most interesting cases in our field decided in the past month. This month: alterations to documents after execution, contractual relations between cohabitees, and timing and redevelopment under the 1954 Act.

## APRIL 2026

### **Boult v Together Personal Finance Ltd [2026] EWHC 809 (Ch)** *Summary*

The High Court allowed an appeal on the basis that the rule in Pigot's Case (which governs alterations to documents after execution) rendered a legal charge void.

The appellant borrower owned a house and a field. She had two loans, one secured against both titles and one against the house only. She approached the respondent finance company for assistance in refinancing so as to secure all borrowing against the house only.

Papers were drawn up which referenced a charge over both the house and field. The appellant refused to sign, and fresh papers were prepared referring to the house only. After execution, an individual at the firm of solicitors instructed by the appellant made manuscript modifications to refer additionally to the field, without the borrower's knowledge, and the charge was then registered against both titles.

The borrower defaulted on the loan and the lender brought possession proceedings. The borrower's defence on the basis of the rule in Pigot's Case failed at first instance.

The High Court allowed the appeal:

1. The judge had erred in finding that the alteration was a mistake which would displace the rule. Whatever the motivation behind it – possibly confusion about the solicitors' instructions – it had been deliberate and designed to affect the rights and obligations under the charge.
2. The judge had also erred in finding the alteration not to be material. That fell to be assessed at the time of the alteration, and so it was not relevant that the lender had, after matters had come to light, only sought to enforce against the house.

***Why it's important***



There is little modern authority on the rule in Pigot's Case, which provides that a material alteration to a deed or other instrument after execution by one party without the knowledge or consent of the other renders it void. This case therefore provides a useful modern exposition of the operation of the doctrine and the reasoning behind it.

Michael Green J found it 'somewhat extraordinary' that the solicitors would have modified the document in this way without further recourse to the borrower; the judgment is worth noting for any practitioners involved with similar processes.

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## **Kirishani v Major [2026] EWHC 835 (Ch)**

### ***Summary***

The High Court considered presumptions about intention to create legal relations in a domestic context.

The parties had previously been in a romantic relationship, during which they both lived in the appellant's flat. After they separated, the respondent remained living there, the appellant largely being away travelling. There was an oral agreement that he would make certain payments for his occupation, only some of which were made.

At first instance, the appellant had pursued claims for a contribution to household and domestic expenses; for sums for occupation of the flat; and for a sum of money which the respondent was to invest. Only that final claim was successful. The appeal related only to the sums for occupation.

The High Court dismissed the appeal. This was a relationship where there was a presumption against an intention to create legal relations, and the judge had applied the correct assessment of the evidence when finding that the presumption was not rebutted.

### ***Why it's important***

This case clarifies that the presumption against an intention to create legal relations does not only apply to a defined class of relationships where parties have been through a particular ceremony, such as marriage: it applies to relationships which are domestic in nature and arise out of mutual trust and affection. It is therefore not possible simply to state that parties are 'cohabitees' and therefore the presumption applies: the relationship behind the cohabitation must be considered.

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## **Pridewell Properties (London) Ltd v Spirit Pub Company (Managed) Ltd [2026] EWHC 953 (Ch)**

### *Summary*

The High Court gave guidance about what constitutes commencing works ‘on the termination of the current tenancy’ for the purposes of ground (f) under the Landlord and Tenant Act 1954.

This opposed lease renewal related to pub premises. The landlord’s stated intention, relying on the ground contained in s.30(1)(f), was to reconfigure and develop the existing building to provide a number of residential flats on the upper floors, and also to construct some mews houses in the pub’s beer garden.

On the particular facts of this case, works would not be likely to commence for 10-14 months after the termination of the tenancy; that was largely because the landlord required access to the premises for preliminary matters (including acoustic surveys and intrusive surveys) which it lacked the rights to undertake while the tenant was in occupation.

At first instance, the judge found that the landlord was unable to establish the requisite intention, because it was not likely that it would be able to obtain the necessary funding for the development. However, the judge rejected an argument by the tenant that the landlord could not show it would commence works within a reasonable time of termination of the current tenancy.

The High Court dismissed an appeal against the finding regarding funding, and found that the judge had been wrong to conclude that the landlord intended to works within a reasonable time of termination.

### *Why it’s important*

This case clarifies the test which the court must apply when considering timing and ground (f). The judge below had erred in that he had determined the period of delay, and then asked whether that was reasonable. The correct question is rather whether, considering the period of delay that is likely, it can properly be said that the landlord intends to carry out the works at (or within a reasonably short time of) the termination of the tenancy.

This is a point of significance under the 1954 Act, and may also be relevant to other statutory regimes, such as a case B notice to quit under the Agricultural Holdings Act 1986, or a termination notice under paragraph 31(4)(c) of the Electronic Communications Code.



Falcon Chambers

Our colleague Nathaniel Duckworth KC, who appeared for the successful tenant, has written a detailed note on this case which also addresses arguments about funding, planning and a restrictive covenant; you can read that article [here](#).

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