

Bott & Co Solicitors (Appellant) v Ryanair DAC (Respondent)

Case ID: UKSC 2019/0054

Case summary

Issue

What are the limits to the principle (as espoused in *Gavin Edmondson Solicitors Ltd v Haven Insurance Co Ltd* [2018] UKSC 21) under which a solicitor can ask the Court to grant an equitable lien in order to protect his entitlement to fees as against his client?

Facts

The appellant is a solicitors' firm which deals with flight delay compensation claims on a "no win, no fee" basis. When it accepted a case, the appellant would send a letter before action to the relevant airline and ask for payment to be made to the appellant's client account. If this occurred, the appellant would check the payment, deduct its fees, and then pay the balance of the sum to the customer. If the airline failed to respond or disputed the claim, the appellant would consider issuing proceedings.

In approximately February 2016, the respondent, Ryanair, stopped dealing with the appellant on outstanding claims. Instead, it began to deal directly with the appellant's clients and to pay compensation directly to them. The appellant issued proceedings against Ryanair; one of the issues in the case was whether the appellant had an equitable lien over its fees.

The High Court and the Court of Appeal rejected this argument and dismissed the appellant's claim. The appellant now appeals to the Supreme Court.

Judgment appealed

[\[2019\] EWCA Civ 143](#)

Parties

Appellant(s)

Bott & Co Solicitors

Respondent(s)

Ryanair DAC

Appeal

Justices

Lord Briggs, Lady Arden, Lord Leggatt, Lord Burrows, Lady Rose

Hearing start date

20 May 2021

Hearing finish date

20 May 2021

Watch hearing

20 May 2021 [Morning session](#) [Afternoon session](#)

Judgment details**Judgment date**

16 March 2022

Neutral citation

[2022] UKSC 8