



Judiciary of England and Wales

Scott v Scott and Others: Press Summary

Chancery Division (Mr Justice Richards)

[2025] EWHC 2796 (Ch)

29 October 2025

Important note for press and public: this summary forms no part of the Court's decision. It is provided to assist in understanding the decision of the Court. The full judgment of the Court is the only authoritative document and will be published and publicly available at: www.judiciary.uk; <https://caselaw.nationalarchives.gov.uk>

Introduction and Background

This case concerns the estate of the deceased, Richard Norman Scott, and the promises he is said to have made regarding ownership of the family farm to his second oldest son, Adam, who has spent most of his life working on the farm.

Richard fathered at least 19 children from various relationships over his lifetime. Adam, the claimant, is one of six children from Richard's first marriage. Jennifer, one of the defendants alongside Richard's estate and five of his children, is Richard's second wife, widow and mother of seven of his children. For information about the individuals and land involved see [6]-[8]; for a general chronology, see [17]-[63].

The judgment addressed, and ultimately dismissed, three separate claims:

1. Proprietary Estoppel; by which Adam claimed an entitlement to land promised by Richard during his lifetime.
2. Probate; by which Adam argued that wills Richard made in September and December 2016 were invalid due to Richard's lack of capacity and/or knowledge and approval of their contents.
3. Sham tenancies; by which Jennifer claimed certain tenancies that Richard, while he was alive, granted to Adam were shams and thus of no legal effect.

1. Proprietary Estoppel (PE)

For a claim in PE to succeed, Richard must have made a clear promise to Adam on which Adam reasonably relied to his detriment [187]. As an equitable remedy, it must also be considered unconscionable for Richard to resile from that promise [189].

In 1985, Richard promised to “set [Adam] up in farming” [102]. This was found to be a promise about opportunities to be granted to Adam during Richard’s life, not about any ownership interest in the farm after Richard’s death [103]. It was satisfied by 1994 through granting Adam tenancies, the right to purchase land, and making arrangements for him to farm other land [106].

Assurances about the farm’s ownership after his death were made by Richard and recorded in his 1995 will, including granting the opportunity to Adam to secure a 40-year rent of certain farms and the right to purchase those farms at probate value [114.i)]. However, the judge found that Richard showed his intention to withdraw these promises in his 2003 and 2007 Wills (despite their legal invalidity) and, having heard heavily contested evidence on this point, that Adam was aware of this change in testamentary intentions at the time [125]. Accordingly, the judge found he did not continue working on the farm in reliance on the 1995 promise as he had been informed of the change in Richard’s testamentary intentions [128]-[130] & [134]; see also [217]-[218].

Adam suffered detriments from working on the farm including long working hours, lost alternative career opportunities, and compromised debt claims against Richard [219], but Adam also received substantial benefits. One such benefit was Adam’s purchase of the 100 acre “Giantswood” farm from Richard in 2002 for £500. Even though Adam had to spend some £50,000 to deal with an inherited problem with tipped waste, Giantswood was worth around £300,000 in 2004 when that problem was resolved [170]. Giantswood also generated valuable agricultural subsidies [171]. Another benefit was his entitlement to 50% of the profits from a successful car boot business [222]. The judge, weighing these factors, concluded that Adam did not suffer a net detriment [224]-[227].

The judge further found that the unconscionability test was not in any event met due to the changed circumstances present in 2003, including the effect of some of the benefits described above and the births of more children who needed to be provided for in Richard’s wills. Of particular note was the surge in Giantswood’s value when the local council determined that it was suitable for commercial and residential development, resulting in Adam selling 35 acres of it for £8.75 million in 2021 [61]-[63] & [172]-[173]. The judge observed that “Even if no effect is given to Richard’s promises in 1995, Adam has obtained, from Giantswood alone, more than Richard’s 18 other children and his wife can possibly obtain from Richard’s estate.” [231].

The claim was dismissed and no remedy awarded [234].

2. Probate

Adam challenged the validity of Richard's September and December 2016 Wills, arguing that Richard lacked testamentary capacity when creating them and did not know or approve of their contents. These Wills contained none of the promises which formed the basis of the PE claim and made no provision for Adam.

After a decline in Richard's health, in 2013 Adam unsuccessfully tried to have him sectioned under the Mental Health Act 1988 [48]. He later initiated Court of Protection proceedings to determine whether he lacked capacity to manage his affairs in 2016 [56]. A 2016 medical report from these proceedings found that Richard had capacity for the purposes of the Mental Capacity Act 2005 [268].

Experts in the present trial agreed that at the relevant time in 2016 Richard suffered from fronto-temporal dementia (**FTD**) and progressive nonfluent aphasia [243]. He had limited speech ability [255] and his already impulsive and aggressive nature was exacerbated by his condition, exemplified through his physical attack on his 15-year-old son when he was aged 79 [261]-[262]. However, Richard was still able to communicate effectively through gestures and sounds [256], and legal professionals experienced in this area observed (in 2016) that he had both Mental Capacity Act and testamentary capacity [264]-[266] & [276] & [279].

The judge applied the *Banks v Goodfellow* (1870) LR 5 QB 549 test for testamentary capacity. This requires that a testator (Richard) understand (i) the nature of the act; (ii) the property being disposed; (iii) the claims effected; and requires him (iv) to be without a "disorder of the mind" or "insane delusion" which leads to a disposal a sound mind would not have made. Assessing the evidence at [299]-[311], the judge found that Richard's cognitive abilities (in 2016) satisfied the first three limbs [312].

Regarding limb (iv), the judge concluded that Richard was able to temper his poor impulse control in certain situations [262] and that his decision to make no provision for Adam was not a result of his FTD, but rather "the product of a personality type that disliked being thwarted and engaged in careful measurement of how much his family members "deserved" by reference to whether they had sought to thwart him or not" [317]. Accordingly, although it may have seemed unfair for Richard to make no provision for Adam, that decision "cannot be explained as one that involved his normal human instinct and affections being perverted by his mental disease." [318].

All four *Banks v Goodfellow* limbs were met and the probate claim failed.

Another issue was whether Richard had "knowledge and approval" of the disputed Wills, i.e. whether he understood what he was doing regarding these particular Wills and their resultant effect [320]. The judge noted that the Wills were prepared on Richard's instructions and that the person who prepared those Wills for him read them back to him and Richard understood their terms [322] – [323]. He considered Adam's points that certain provisions of the Wills were inconsistent and unclear but found that this was not indicative of a lack of knowledge and approval [325]-[328].

3. Sham Tenancies

Jennifer claimed that the two tenancies Richard granted to Adam in 1988 and 1993 (their terms described at [30] & [34] respectively) were shams, meaning that Richard and Adam must both have been intentionally dishonest in saying the tenancies were real when they were in fact not tenancies at all. She argued they were in fact devices (i) to facilitate holding more car boot sales on the land, (ii) to allow Adam to take out insurance in his name (where it was difficult for Richard to do so due to his previous conviction for arson as part of attempted insurance fraud), and (iii) to help Adam secure planning permission for a house [329] & [333].

Although the judge did not regard it as “inherently improbable that Richard and Adam would work together to create sham documents” due to their past “underhand business dealings” [334], he dismissed Jennifer’s case, finding that:

- (i) the car boot sale did not start until 1994 and was not foreseen when these tenancies were granted [335];
- (ii) there was insufficient evidence that the tenancies were relied on to secure insurance or necessary to do so, and, even if they were, this would have been consistent with Adam benefitting from a genuine tenancy [339];
- (iii) the planning permission in question was granted in 1988, excluding the 1993 tenancy from this argument, and in any event a wish for a better case at the planning appeal is equally consistent with a genuine tenancy as it is with a sham [340].

The judge dismissed further points on the nature of Richard and Adam’s relationship in the tenancy and inconsistencies in Adam’s evidence, finding that Jennifer had not discharged her evidential burden in this claim and neither of the tenancies were shams [342]-[346].

Conclusion

All three claims failed. The judge found that Richard’s promises were properly withdrawn, that Adam had suffered no “net detriment” in relying on them and in any event the resultant situation Adam finds himself in is not unconscionable. The 2016 Wills were found to be validly executed and Richard to have knowledge and approval of their terms. The tenancies in dispute were not “shams” but were genuine.