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Firm had no right to charge £53,000 from client estate, judge rules

By John Hyde | 10 August 2026

A costs judge has ruled that a law firm handling a woman's estate as joint executor has no right to be paid for its services.

In *Royal Holloway and Bedford New College v QLaw Legal Services Ltd*, Costs Judge Leonard found that the Surrey firm could not charge the estate for director Neil Quantick's services as professional executor.

In her will, the late Margaret Selby had appointed as executors her friend and the directors of the firm. But the document made no express provision for the firm's directors to render professional charges for the job.

Over a six-month period, the firm billed around £53,000 for Quantick's services, but the residuary beneficiary applied for an order for the assessment of those bills. Costs Judge Leonard made an order for the assessment and directed that the issue of the firm's right to be paid should be heard as a preliminary issue.

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The claimant beneficiary said there was no mechanism for the firm to claim the right to render charges to the estate.

The firm submitted that it had proper authorisation to do so. It pointed to a letter sent to Selby which confirmed that 'as professional executors we will charge' and said that the client was happy with this arrangement. Further consent was provided, the firm argued, when the co-executor passed this letter on to

It further showed an email, which was acknowledged, sent after Selby's death to the co-executor. This outlined the hourly rate charging structure and explained that bills would be provided periodically.

However the judge said none of the matters referred to by the firm established that it had a right to charge Selby's estate for Quantick's services as a professional executor. The retainer letter merely showed that Selby had been willing to prepare a will which would permit professional executors to charge for their services.

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'Had Ms Selby conferred upon her executors a right to charge for their services she would have done so by making a provision to that effect in her will, and she did not,' he said. The provision and acknowledgement of costs information, ruled the judge, did not constitute a written agreement on the part of the other executor.

Leonard held that the will contained no charging clause and that the statutory requirement for written agreement by the co-executor to professional remuneration had not been satisfied.

The issue of payment may not be closed completely. Leonard added that the firm could apply to the court, asking for it to exercise its discretion. It was not out of the question that any such application should be considered in the light what the firm had actually done for the estate, the judge said.