

Mark Cannon QC

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His great tactical and commercial acumen keeps him ahead of the competition.

- Legal 500

Head Of Chambers

Described in the directories as "superb", "extremely solid and punchy" and "technically excellent", Mark Cannon QC is a well-established commercial silk, whose practice is mainly focused on the areas of professional liability in a commercial context, insurance and reinsurance and construction.

He is an experienced and highly effective advocate in trials, arbitrations and appellate courts and has appeared in numerous leading and reported cases. Much of his work involves the preparation of cases for trial. He also has a strong advisory practice and accepts appointments as an arbitrator.

His qualities are consistently recognised in the directories:

Ability: "immense intellect and awe-inspiring knowledge of the law", "off-the-charts clever" "not only charming and friendly, he has an almost encyclopaedic knowledge of complex areas of law which he applies in a way that is easy to understand", "what he doesn't know about professional negligence is not worth knowing", "second to none in terms of intellectual ability", "a velvet-gloved grasp of the law", "scarily clever", "brilliant at assessing the law", "very, very clever and is afforded great respect", "a very clear-thinking lawyer", "a very impressive intellect", "bright, erudite and incisive", "off-the-charts clever".

Acumen: "very good at recognising the commercial parameters within which his clients operate", "very good judgment in all that he undertakes", "a great ideas man", "gives very commercial advice backed up with a very strong commercial understanding of the law", "spot-on analysis", "has excellent judgement", "provides clear, reliable advice", "phenomenally clever, with practical and commercial sense as well", "his opinion is well respected by his peers and holds weight in any negotiation".

Advocacy: "an excellent advocate", "very attractive advocacy style", "impressive in court and possessed of a very agile brain", "highly intelligent, good on paper and on his feet", "his manner of expression as an advocate is very impressive", "a real trooper who holds his corner in court well".

Application: "responsive, hands-on and hard-working", "prepared to roll up his sleeves and get into the facts and documents", "always reliable and responsive", "very user-friendly", "very hard-working and serious lawyer".

Mark likes to think that he lives up to these standards.

Over the last 30 years Mark has been instructed in a number of long-running, large cases, including group litigation. He is used to



working as part of a team of lawyers and experts in substantial litigation. He relishes the challenge of working with others to master complex facts and difficult points of law, to make the right tactical decisions, to put forward the best possible case and to achieve the best possible result at the right time. Mark welcomes the expertise, insight and contribution that all members of a team can provide.

Mark is co-author of Cannon & McGurk on Professional Indemnity Insurance (OUP, 2010; 2nd edition 2016) and has been an editor of Jackson & Powell on Professional Liability (Sweet & Maxwell; 2017; 8th edition) since the 3rd edition (1992).

He is a former chairman of the Professional Negligence Bar Association and is also a member of the Chancery Bar Association, COMBAR, London Common Law & Commercial Bar Association, Techar and the Western Circuit. Mark is also a member of the Bar of Northern Ireland.

Privacy Policy

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Areas of Expertise

Construction & Engineering

“His ability to work and cross-examine based on the original documents is prodigious and demonstrates the sharpness of his mind.” – *Legal 500, 2021*

“Extremely clever and can cut through difficult issues with speed and ease.” – *Legal 500, 2020*

“His written work is outstanding and he is an absolute intellectual powerhouse. He combines great skill as a construction lawyer with a very strong insurance practice.” – *Chambers & Partners, 2020*

“Very approachable, he has an impressive ability to retain complex information and deploy it strategically in cross-examination.” – *Legal 500, 2019*

“A very effective lawyer whose advice is hugely respected by clients.” – *Chambers & Partners, 2019*

“Phenomenally quick with a tremendous intellect and a keen commercial eye.” “He’s extremely bright and absorbs information very quickly.” – *Chambers Global, 2018*

“Highly intelligent, good on paper and on his feet.” “He gives very commercial advice backed up with a very strong commercial understanding of the law” – *Chambers & Partners, 2016.*

“He is brilliant at assessing the law, has a strong sense of justice and is always reliable and responsive” – *The Legal 500, 2015.*

Mark regularly acts for employers, contractors and sub-contractors in court proceedings and arbitrations. His work in this area includes

- Contractual claims, including, but not limited to claims for loss and expense, extensions of time, damages and injunctive relief
- Insurance issues
- Insolvency issues
- Claims against architects, engineers, project managers and quantity surveyors

Mark has been instructed in disputes concerning a wide range of buildings including hospitals, nuclear power stations, theatres, multi-storey office blocks in Docklands, housing estates, shopping centres, warehouses and container unloading facilities.



His work in this area includes disputes as to insurance coverage in a construction context, including contractor's all risk insurance, public liability insurance and professional indemnity cover.

Mark acts in adjudications, where his ability to digest large amounts of paperwork and produce a clear, coherent case in a short time can be of particular value.

Cases

- **McLaughlin & Harvey Ltd v. Allianz Plc and Others**
Claim by Northern Irish contractors against CAR insurers and M&E sub-contractor. Mark was instructed on behalf of the contractors. The case settled on the second day of a 4 week trial in April 2016 on terms which were satisfactory to Mark's clients.
- **X v. Y**
Mark is currently acting for a project manager in an LCIA arbitration concerning a vast development in Russia.
- **A v B**
Mark defended a sub-contractor against a claim for negligent design/specification and a claim by the sub-contractor against a firm of engineers. The claim settled on favourable terms in 2015.
- **Co-Operative Group Ltd v. Birse Developments Ltd**
Mark acted for specialist flooring sub-sub-contractors and successfully argued that proposed amendments substantially increasing the amount claimed should not be allowed.
- **MAC Hotels Ltd v. Rider Levett Bucknall UK Ltd**
Mark defended project managers against a multi-million pound claim arising out of substantial refurbishment of a country house hotel.
- **Supershield Ltd v. Siemens Building Technologies FE Ltd**
This is an important case on foreseeability and causation of loss.
- **Tesco Stores Ltd v. Constable**
Leading case on scope of public liability insurance in relation to a substantial construction project.
- **Royal Brompton v. Hammond**
Mark acted for the NHS trust in an arbitration with the main contractor and then on claims against the professional team. The litigation was hard fought over many years and involved several trips to the Court of Appeal and one to the House of Lords.

Qualifications & Memberships

B.A. (Oxon) (First Class) in Modern History, Lincoln College, Oxford, 1983. Part 1B of the Law Tripos (First Class), Robinson College, Cambridge, 1984. Called to the Bar of Northern Ireland: 2014.

Insights

Nesbit Law Group LLP v Acasta European Insurance Company Limited [2018] EWCA Civ 268

1 March 2018

In *Nesbit Law Group LLP* the Court of Appeal had to determine the proper construction of an exclusion clause in a series of Fidelity Guarantee Indemnity policies and whether the insurer should be permitted to amend its defence (the application having been made weeks before the hearing of the appeal) to allege various breaches of a loan agreement by insured which breaches were necessary for the insured to be caught by the exclusion clause.



NEW SQUARE

Editor of Jackson & Powell on Professional Liability (8th Edition)

1 December 2016

Cannon & McGurk on Professional Indemnity Insurance

18 February 2016

Author