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## The law behind the Cowshed Cinderella case

Richard Manyon and Tom Beasley explain why a woman disinherited and mistreated by her parents has finally got her fair share

It has been almost a year since Eirian Davies, monikered the 'Cowshed Cinderella' by the press, convinced the Court of Appeal that she should be compensated for 30 years of work on her parents' dairy farm. [A court has now determined that she is due £1.3 million for her efforts.](#)

Working on her parents' farm from a young age, Miss Davies was said to have a 'passionate interest in pedigree milking cows' and, over the years, her infectious enthusiasm and excellent skills made a significant contribution to a successful business.

Miss Davies received free board and lodging from her parents but the court found that she was not paid fairly for her work (often only £15 per day). On one occasion, while she was toiling in the cowshed, her sisters paraded past her trying on ballgowns. Sometimes, when she asked her parents for money, she would be told not to 'kill the goose that lays the golden egg'.

Over the decades, there were arguments. At one point, Miss Davies left the family business to take a job elsewhere, but she later returned and most of the 30-year period was spent working at the farm.

In the court proceedings, Miss Davies was not looking to establish an employment claim for unpaid wages. Instead, she wanted to prove that she had an interest in the farm itself.

The difficulty that she faced was that the farm was registered in her parents' names. Normally, Miss Davies would have to produce written evidence of an agreement to transfer an interest in land. These requirements will be familiar to most property owners, who have to sign a number of documents when transferring interests. Without this documentation, agreements relating to land are usually unenforceable.

Miss Davies was unable to produce any such written agreement. Instead, she relied upon an area of the law that allows the courts to ignore the need for written agreements, known as 'proprietary estoppel'. This doctrine is not based upon the

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formal contractual rules of offer and acceptance. Instead, a looser set of requirements applies involving a promise by one party and detrimental reliance upon that promise by another.

Rather than looking only at the moment the promise is made, a court will consider what took place subsequently, often involving an investigation into events that took place over many years.

The doctrine is not limited to property matters and can be applied to other asset classes, and to trust and probate disputes.

In Miss Davies's case, the court accepted that her parents had said that 'the farm would be hers one day' and that they had encouraged this understanding on various occasions.

It also accepted that, in reliance upon this promise, Miss Davies not only worked on the farm for inadequate pay but that she also made a number of personal sacrifices, including giving up an easier lifestyle and another job that she enjoyed. Non-financial detrimental reliance can be considered in cases such as this.

By 2012, it was clear that the parents intended to go back on their promise, because they tried to evict Miss Davies from the farmhouse. This had happened following a fight which had taken place in the milking parlour between Miss Davies and her father. The promise having been broken, Miss Davies brought her claim in response to the attempt to evict her.

Perhaps Miss Davies would have preferred to be given outright ownership of the farm instead of financial compensation, albeit that divesting the parents of their entire asset might be extreme. The compensation ordered was judged to be sufficient to allow Miss Davies to start her own farming business.

In ordering that she be paid compensation, the courts have once again shown that while the formalities of title documents and agreements must be respected, when the right circumstances arise, they will treat these requirements as flexible.

In Miss Davies' case, had the facts been slightly different, the court might well have ordered the parents to hold the farm on trust for their daughter, or even to transfer the farm to her. The message for landowners is that where unusual or preferential arrangements are in place between family members (or otherwise) all agreements should be properly documented so that expensive disputes can be avoided. You don't want to lose the farm.

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