



SHERIFF APPEAL COURT

**[2026] SAC (Civ) 46
EDI-SG2669-24**

Sheriff Principal N A Ross

OPINION OF THE COURT

delivered by SHERIFF PRINCIPAL N A ROSS

in the appeal in the cause

EDINBURGH PROPERTY CONNECTIONS LTD

Claimant and Respondent

against

EDINBURGH ESTATE AGENTS LTD trading as BELLI INTERNATIONAL PROPERTY

Respondent and Appellant

17 June 2026

[1] This simple procedure claim sought payment of a commission fee for referral services. The claim was based on a purported contract under which the claimant undertook to act as introducer of clients to the respondent, for the purpose of purchasing property in the UK and abroad. The claim relates to a single transaction whereby the claimant introduced a client who proceeded to purchase property. The claimant's position was that a commission fee was payable. The respondent's position was that there was no contract. The respondent had sent a written contract to the claimant, who had not signed it. The claimant had also not introduced a client, because the property was purchased jointly by the claimant's sole director and her partner, and therefore no referral had taken place.

[2] Following a hearing on evidence, the sheriff found that the respondent's sole director had sent an "Introducer Agreement" to the claimant's sole director, and that it had been signed on behalf of the claimant. Based on the parties' contemporary actings and correspondence, and the respondent's otherwise inexplicable subsequent letter of termination, he found that the parties had concluded the Introducer Agreement. The sheriff found that the claimant had introduced a client, namely the director's partner, who had purchased a property in his sole name. Thereafter the sheriff applied the terms of the contract and found that the contract provided for payment of the claimed commission fee. The appeal was heard by written submissions.

The appellant's submissions

[3] The appellant, through its sole director, submitted that the sheriff had erred in finding a contract had been agreed. The document had never been executed, and it was no more than an unsigned draft. In any event, in the circumstances payment of the fee had not been justified. The submissions contained a great deal of further material which had no bearing on the present claim. I comment on that below.

The respondent's submissions

[4] The respondent, through its sole director, submitted that the contract was accepted and agreed, had not been disputed until an invoice for payment had been submitted, and that a client had been introduced in a manner which triggered payment. These submissions were short, clear and limited to relevant facts and law.

Decision

[5] The initial ground of appeal was straightforward, namely that the sheriff had erred in finding that there was no contract between the parties, and in any event that no sum was payable under its terms. Unfortunately the subsequent submission for the appellant served only to introduce irrelevant and inaccurate material.

[6] As is now frequent in party litigant claims, the written submissions bore the appearance of being drafted by computer software. They introduced many new concepts which bore only tentative links to the facts of the case, and which had not been presented to the sheriff for decision. These included conditional negotiations, implied terms, illegality of contract, dispute as to quantification, agency, employment, failure of regulatory compliance, money-laundering supervision, onboarding procedures, over-interpretation of an ambiguous contract and a number of other topics. They were little more than bald statements, without explanation or analysis. The effect, regrettably, was to suggest that the appellant did not understand its own case. The purpose of submissions is to set out the facts of the case and the law which applies. Where submissions are outsourced to software, there is a strong possibility that those facts are distorted and that statements of law lack accuracy, nuance or relevance. In such circumstances the unfortunate impression is given that the argument is not a good one.

[7] In fact, this appeal makes sense in the simple, original terms of the grounds of appeal. I have therefore disregarded most of the appellant's written submissions on the grounds that they are misleading and irrelevant to the issues in dispute.

[8] An appeal does not involve starting afresh with a second assessment of the case. An appeal can only succeed in a limited range of circumstances, which can be briefly

summarised as including that the sheriff has reached a conclusion on the facts that no reasonable sheriff could have reached, or has made an error of law.

[9] The sheriff provided a report which set out the parameters of the dispute presented to him, and the basis of his decision. He found that the respondent sent a copy Introducer Agreement, drafted by its accountants, to the claimant to sign. He found that it had been signed and handed to the respondent's director in person. He found that a client had been introduced, who had proceeded to purchase a heritable property in Spain. The contractual commission fee had been earned under the contract terms and was payable. The claimant's director had flatly refused to pay.

[10] The sheriff accordingly found that the parties had entered a binding contract. He explained those findings, which included not accepting the evidence given by the appellant's sole director. He explained why he reached those conclusions. His description of the evidence, and his conclusions from it, are clearly explained and follow logically to his conclusion in fact and law. No error is evident. There is no basis to claim the sheriff made any error in his findings, or for an appeal court to overturn his decision. The appeal must accordingly fail.

Disposal

[11] The appeal is refused. Following the customary rule I will find the appellant liable for any legal expenses incurred in this appeal, as taxed by the auditor of court.