

Case No: 12623-2024

IN THE SOLICITORS DISCIPLINARY TRIBUNAL

BETWEEN:

SOLICITORS REGULATION AUTHORITY LIMITED

Applicant

and

TINA THERESA SHIEBERT

Respondent

ANSWER

1. References to paragraph numbers in this document are to the paragraphs of the Rule 12 Statement.
2. Paragraph 1 – the allegation is denied in its entirety.
3. Paragraphs 2, 3 and 4 are noted. The bundle of documents referred to in paragraph 4 is redacted. The Respondent (“TS”) reserves the right to require an unredacted bundle to be created.
4. Paragraphs 5 – 8 are admitted. However TS was a Member Partner of Forbes Hall LLP from 1st May 2021 until 31st December 2022. TS has been the owner and Director of Dickins Shiebert since January 2008. Where at page X5 it is stated that TS is currently an employed Solicitor at Forbes Hall LLP this is incorrect.

5. Paragraphs 9 – 20 – TS did not act in any of these matters. Furthermore the full history of the matter was not known by TS until a time subsequent to the events material to the allegation had taken place. TS had not been able to discuss the relevant history with the Solicitor who had conduct of these matters at the times in question as he had retired from the practice some 10 years previously.
6. Paragraph 21 is admitted save that the relevant matters only came to the knowledge of TS in or around September 2021.
7. Paragraph 22 – the allegation against TS rests entirely upon the contents of her letter dated 24th September 2021. It is denied that this letter was “apt to mislead” in any way.
8. Paragraph 23 – Mr Hughes of Rainer Hughes Solicitors ultimately complained about TS to SRA. None of his heads of complaint have been pursued in these proceedings. Disclosure of all dealings between SRA and Mr Hughes has been requested since 29th July 2022 and partially provided. The balance (it is understood) is to be forthcoming. TS reserves the right to supplement this Answer when all such documentation has been received and considered. The interaction between SRA and Mr Hughes is likely to be of significance.
9. Paragraph 25 – there was every reason at the material time to resolve matters relating to plans of the property in question – Flat 4. The following plans on Caselines are highly relevant: -

- (a) X105 – this is the compliant plan used for the Leases on flats 1,2,3,5 and 6. The Coach House is marked. The Paddock is the area outside the thick lines and is adjacent to the area marked 
- (b) X113 – this is the plan to the Counterpart Lease of Flat 4. This reveals the Coach House (although it is not marked as such) now being comprised within the green lined area and the Paddock within the red edging;
- (c) X159 – this is the Land Registry official copy of the original Lease plan which bears no colouring. It includes the Coach House and the Paddock;
- (d) X436 – this is a plan with green edging added by Longmores Solicitors to demonstrate their interpretation of what the plan should show and represented as the Lease plan by Mr Hughes in his complaint to SRA;
- and
- (e) It is believed that there is yet another plan which is in the possession of Mr Hughes who has declined to disclose it.

10. The significant differences between the various plans are obvious. This became highly relevant when the tenants of the various flats at the Property indicated a desire to purchase the freehold. It became apparent that the plan at X113 was incorrect in that it did not reflect the intended terms of the Lease to Flat 4. Client E was understandably concerned to ensure that all leases coincided with each other prior to any sale of the freehold – which she owned.
11. Paragraph 26 is admitted.
12. Paragraphs 27 – 28 the extracted statements made by TS were absolutely correct.
13. Paragraphs 29 – 30 are noted and in relation to the plan referred to in paragraph 30 TS explained that the plan enclosed was one that had been used for all of the other leases of the apartments at [REDACTED]
14. Paragraphs 31 and 32 – the Witness Statement of Person A is not accepted. In any event TS was not acting in September 2020.
15. Paragraphs 33 – 35 consist of submissions which are not accepted. The letter in question was not “apt to mislead” in any way. It was not written with a view to deprive the recipients of any rights which they lawfully held. The extracts from communications are partial. Such communications need to be read in full to understand their full effect. TS would not have and did not progress matters without Persons A and B being legally represented. The letter was intended as an invitation to

Persons A and B to seek independent legal advice to progress the matter as expressly stated in the letter.

16. Paragraphs 36 – 38 – the same applies in that the communications have to be read in full to be correctly interpreted.
17. Paragraphs 39 and 40 consist of submissions which are not accepted.
18. Paragraphs 41 – 44 consist of submissions which are not accepted. Dishonesty is specifically denied: -
 - (a) The contents of the letter in question were true;
 - (b) No proposed Deed of Variation was enclosed with the letter;
 - (c) The letter asked for details of the Solicitors to be instructed by the recipients if (and only if) they were prepared to enter into a Deed of Variation on the proposed terms;

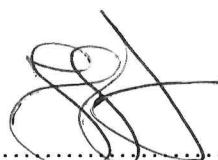
and
 - (d) Any such Deed would be supplied (and only supplied to any Solicitors instructed.
19. Paragraphs 45 – 47 consist of submissions which are not accepted.

20. Paragraphs 48 – 55 are accepted although the quoted comments of TS are partial as is the case with the redacted exhibit bundle.

Dated: 21st October 2024

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Signed by Tina Shiebert – the Respondent