

CASE NO.

BEFORE THE SOLICITORS DISCIPLINARY TRIBUNAL

IN THE MATTER OF THE SOLICITORS ACT 1974 (as amended)

AND IN THE MATTER OF:

SOLICITORS REGULATION AUTHORITY LIMITED

Applicant

- and -

VICTORIA MARY BURDETT

Respondent

**STATEMENT PURSUANT TO RULE 12 (2) OF THE SOLICITORS (DISCIPLINARY
PROCEEDINGS) RULES 2019**

I, **JAMES DANKS**, am a Solicitor and Partner at Blake Morgan LLP of Apex Plaza, Forbury Road, Reading, RG1 1AX.

I make this statement on behalf of the Applicant, the Solicitors Regulation Authority Limited (“**the SRA**”).

The Allegation

1. The allegations against the Respondent, Victoria Mary Burdett, made by the SRA are that, whilst in practice as a Solicitor at Robinson Allfree Solicitors (“the Firm”), she:
 - 1.1 On 10 July 2023, signed and included her details on a deed to confirm that she was present as a witness when another signature was made on the deed (the deed), when she knew or ought to have known that including her signature and details on the deed was misleading and thereby breached any or all of Principles 2, 4 and 5 of the SRA Principles (‘the Principles’) and Paragraph 1.4 of the SRA Code of Conduct for Solicitors, RELs, RFLs and RSLs (‘the Code’).

The facts and matters relied upon in support of this allegation are set out in paragraphs 20 to 39 below.

- 1.2 On or around 10 July 2023, sent, or caused to be sent, the deed to other parties purporting that it was a properly and validly executed deed to be relied on and thereby breached any or all of Principles 2 and 5 of the Principles and Paragraph 1.4 of the Code.

The facts and matters relied upon in support of this allegation are set out in paragraphs 54 to 63 below.

- 1.3 Failed to inform her employer, until 24 July 2023, that she had signed the deed as a witness, contrary to the instructions given to her by a partner at the Firm on 10 July 2023 and thereby breached any or all of Principles 2, 4 and 5 of the Principles and Paragraph 1.4 of the Code.

The facts and matters relied upon in support of this allegation are set out in paragraphs 74 to 79 below.

Appendices and Documents

2. The following appendices are attached to and relied upon in this Statement:

- 2.1. Appendix 1: Relevant rules and regulations.

3. I also attach to this statement a bundle of documents, marked **Exhibit JD1**, to which I refer in this statement. Unless otherwise stated, page references in this statement relate to that exhibit, using the format [**JD1, X**].

4. The bundle is divided into the following sections:

- 4.1. Section A: Documentary evidence.

- 4.2. Section B: Correspondence and SRA documentation.

Professional Details

5. The Respondent was born on [REDACTED] and was admitted as a solicitor on 1 August 2001.
6. The Respondent holds a current practising certificate and is currently employed as a solicitor at Parry Law.

Background

7. The Respondent was employed by the Firm from 7 December 2020 to 2 August 2023 as a private client solicitor **[JD1, 2 and 22]**.
8. By email of 5 June 2023 **[JD1, 53]**, the Respondent handed in her notice to the Firm and confirmed that her notice period would end on 5 September 2023.

Client A's Trust ('the Trust')

9. In 2010, the Firm created a trust in relation to the assets of Client A, who had recently died ('the Trust'). The partners of the Firm were appointed as trustees.
10. In March 2020, Robert Ailsby joined the firm and also became a trustee **[JD1, 2]**. In July 2023, Mr Ailsby and Stephen Harrison, a fellow partner at the Firm, were the appointed trustees.
11. In 2023, a decision was made by the Firm that it would no longer deal with trusts in general. As a result, the partners from the Firm would retire as trustees of the Trust and be replaced by adult members of Client A's family **[JD1, 3]**.
12. The Respondent had conduct of ensuring that the current trustees were successfully retired and the new trustees being appointed.
13. In order to make the retirement as trustees of Mr Ailsby and Mr Harrison effective, and for Client A's children to be appointed in their stead, a trust deed of appointment and retirement was required ('the Deed') **[JD1, 3]**.
14. The Deed required each retiring and new trustee to sign the Deed, and for this act to be in the presence of another person who was required to sign to confirm what they had witnessed **[JD1, 12]**.

15. In addition to signing the document, the witness also had to state their name, and to provide their address.

16. Section 1(3) Law of Property (Miscellaneous Provisions) Act 1989 states that:

“An instrument is validly executed as a deed by an individual if, and only if –

(a) it is signed –

(i) by him in the presence of a witness who attests the signature; or

(ii) at his direction and in his presence and the presence of two witnesses who each attest the signature; and

(b) it is delivered as a deed”

10 July 2023

17. Save for Mr Ailsby, all signatories to the Deed had completed the document by 10 July 2023.

18. On 10 July 2023, Mr Ailsby asked his secretary, Amy Warren, to bring the Deed to his home address so that he could sign the document as required, for her to witness him doing so and then to add her signature as being the appropriate witness **[JD1, 3]**.

19. Mr Ailsby signed the Deed in the presence of Ms Warren and gave her the document so that she could include her details as being the appropriate person present at the signing.

Allegation 1

20. Paragraphs 7 to 19 are repeated.

21. Ms Warren, upon returning to the office, gave the Deed as signed by Mr Ailsby, to the Respondent **[JD1, 20]**.

22. The Respondent reviewed the Deed and noted that Mr Ailsby’s signature had not been signed as being witnessed by Ms Warren.

23. The Respondent signed as being the person present when Mr Ailsby made his signature on the Deed, despite not being so.

24. Between 0954 and 1035 on 10 July 2023, the Respondent and Mr Ailsby exchanged emails on this matter. At 1035, the Respondent emailed Mr Ailsby to ask **[JD1, 9]**:

“You want me to witness your signature?”

25. Mr Ailsby replied at 1043 stating **[JD1, 8]**:

“Please ask Amy to witness my signature as she actually watched me sign”.

26. On 24 July 2023, during a conversation between the Respondent and Mr Ailsby, it became apparent that the Respondent had signed the Deed to confirm her purported presence when Mr Ailsby had signed the document **[JD1, 56]**, and that the Deed had been circulated to relevant parties.

27. Within a handwritten note of that conversation produced by Mr Ailsby, he states that the Respondent said **[JD1, 56]**:

“Vicky confirmed she had read my emails saying not to sign as my witness but did so anyway and sent the letter out”.

28. As a result, the Respondent was suspended by the Firm to allow an investigation to be undertaken.

29. Within an email to the Respondent on 25 July 2023 **[JD1, 60]**, Mr Ailsby confirmed the previous day’s conversation with the Respondent. Within a bullet point, he states **[JD1, 61]**:

“...In that meeting you mentioned that you felt ‘it was ok to witness my signature because you knew I had signed the deed and recognised my signature’. You also confirmed in that chat that you had read my email timed at 10.43am shortly after it was sent, were aware I did not want you to witness the deed (and that Amy should have, but you still sent the deed out regardless of this information (sometime after your email timed at 12.49pm).”

30. Following the Respondent’s conversation with Mr Ailsby, efforts were made by the Firm to have a deed properly executed. This task was completed by a deed dated 20 July 2023 **[JD1, 72]**.

31. During a disciplinary meeting on 1 August 2023 **[JD1, 76]**, the Respondent accepted what she had done but that she was trying to be helpful as there was some urgency to the situation.

The Respondent's Position

32. The Respondent, within her initial response to the SRA on 19 October 2023 **[JD1, 80]** accepts that she signed the Deed as purporting to be present when Mr Ailsby had signed the document. She explained that she recognised his signature, and that there had been difficulties in obtaining the existing signatures and therefore had made a 'hasty decision' **[JD1, 82]**.

33. The Respondent also states **[JD1, 83]** that she had assumed that the Respondent would have wanted her to attest to his signature as it:

"...was not an unusual event. Others in the firm have attested signatures in the same way. I have signed on behalf of executors at their request".

34. On 21 March 2024, the Respondent provided some further explanation on the events **[JD1, 108]**:

"1. Can you detail exactly when you put your signature to the deed document?"

I have considered this question and I can confirm it was on 10th July. I received the documents back at the office. Knowing that RA had signed the document and seeing the witness block was incomplete, I thought briefly on why it might not be complete. I knew I had not witnessed the signature, but also how very urgent and important the document was for the family concerned. Having been asked before to witness RA's signature on a document when I had not seen him sign, I thought he would want me to do so now."

35. The Respondent explained that when she sent the email at 10.35 on 10 July 2023 asking if she should include her signature on the Deed that:

"I admit I had already signed the document with my signature at this time. In my mind, I was alerting him to the fact that he had not got the document completed with a witness, and I had completed it, to save time, knowing the urgency of the matter and the considerable pressure from the trustees also. I recalled the times when I had been

asked to sign on behalf of the partners without seeing their authorisation (signing estate agents particulars without consultation on the terms) and the time when I had been asked to witness a document that had already been signed and thought that this was something he wanted me to do.”

36. Within a later response to the SRA on 29 May 2024 **[JD1, 119]**, the Respondent stated:

“I quite understand that I added my name as a witness to a signature I did not see, but at the time, amidst the constant pressure (which was toxic to me, given that I had already handed in my notice and with the worries at home) I think I thought I was doing the right thing, helping out a colleague who had not completed the job at hand, but who would have wanted me to, given past experience and similar circumstances with other colleagues.

I don't remember the time of day I read the email saying I should not witness it. It might have been before I left the office, when the letter was waiting for the enclosure or it might have been when I logged in remotely. I was stunned, if I'm honest, and didn't immediately think about stopping the post from going out.

...

I desperately wish I'd never done this. I was motivated to help complete the task and never imagined that this would be the outcome”.

37. Within further representations to the SRA **[JD1, 137 - 140]**, it is explained that, at the time, the Respondent was under significant pressure at work and at home, [REDACTED].

38. It is also stated that that the Respondent considered the missing signature to be a **[JD1, 137]**:

“...technical defect which could be corrected. That was, of course, a serious error of judgement on her part but it is one which has been made in various ways by various professionals over the years”

39. For the reasons set out below in respect of the Respondent's breaches of Principle 4, the Applicant does not accept that the Respondent's conduct was a mere error of judgement nor that, based on Mr Ailsby's evidence **[JD1, 6]**, the Respondent had previously been asked to sign as a witness to a document having not witnessed the signature being made.

Breaches of the Principles in relation to allegation 1

Principle 4 and Paragraph 1.4

40. The Applicant relies upon the test for dishonesty stated by the Supreme Court in *Ivey v Genting Casinos* [2017] UKSC 67 which applies to all forms of legal proceedings, namely that the person has acted dishonestly by the ordinary standards of reasonable and honest people:

“When dishonesty is in question the fact-finding tribunal must first ascertain (subjectively) the actual state of the individual’s knowledge or belief as to the facts. The reasonableness or otherwise of his belief is a matter of evidence (often in practice determinative) going to whether he held the belief, but it is not an additional requirement that his belief must be reasonable; the question is whether it is genuinely held. When once his actual state of mind as to knowledge or belief as to facts is established, the question whether his conduct was honest or dishonest is to be determined by the fact-finder by applying the (objective) standards of ordinary decent people. There is no requirement that the defendant must appreciate that what he has done is, by those standards, dishonest.”

41. When the Respondent signed the Deed as purporting to have been present when Mr Ailsby signed the Deed, she was aware:

- 41.1. That Ms Warren had taken the Deed to Mr Ailsby’s home;
- 41.2. The Deed required the signatories to be witnessed when signing;
- 41.3. Without the signatories signing having been witnessed, that the Deed would not be effective;
- 41.4. That Ms Warren had witnessed Mr Ailsby signing the Deed, but she had not signed the Deed herself to confirm she had witnessed the signing;
- 41.5. That, as a consequence of Ms Warren not signing the Deed herself, the Deed had not been properly witnessed;
- 41.6. The wording on the Deed stated that the witnesses had to be in the presence of those signing the Deed;
- 41.7. That when Mr Ailsby signed the Deed, she was not in his presence and did not witness the same;

- 41.8. That the detail to be included by the witness also included their name and address;
- 41.9. She considered that by signing the Deed as a witness, she was helping a colleague by remedying the position that the Deed was not properly witnessed as a consequence of Ms Warren not signing the Deed as a witness to Mr Ailsby signing the Deed;
- 41.10. There was some urgency to ensure that the Deed was signed;
- 41.11. A reader of the Deed could assume that it had been properly and validly executed by Mr Ailsby.
42. Given this state of knowledge and belief, the Respondent acted dishonestly by the standards of ordinary decent people. Ordinary decent people would consider it dishonest for a solicitor to suggest that they had witnessed an action having taken place when they had not.
43. That position is aggravated when the conduct is in respect of a legal document, such as the Deed, which has repercussions including the transferring of responsibility of the management of the assets of a trust, from one person to another by their respective retirement and appointment.
44. By doing so, the Respondent failed to act with honesty and therefore breached Principle 4 of the SRA Principles, and breached Paragraph 1.4 of the Code by misleading or attempting to mislead clients and others.

Principle 5

45. The Respondent's actions amounted to a failure to act with integrity (i.e. with moral soundness, rectitude and steady adherence to an ethical code) in breach of Principle 5 of the SRA Principles. In *Wingate v SRA* [2018] EWCA Civ 366, the Court of Appeal held that integrity connotes adherence to the ethical standards of one's profession. Lord Justice Jackson held:

"Integrity is a broader concept than honesty. In professional codes of conduct the term "integrity" is a useful shorthand to express the higher standards which society expects from professional persons and which the professions expect from their own members".

46. Paragraphs 41 to 43 are repeated.

47. The Respondent was in a position of trust and responsibility as a solicitor. A solicitor acting with integrity would not have acted in a manner that could result with a legal document being declared void as a result of their actions or taking steps to create a legal document which purports to be valid.
48. By the conduct stated in the preceding paragraphs, the Respondent therefore breached Principle 5 of the SRA Principles.

Principle 2

49. The trust that the public places in solicitors, and in the provision of legal services, depends upon the reputation of the solicitors' profession as one in which every member, of whatever standing, may be trusted to the ends of the earth. Solicitors are required to discharge their professional duties with integrity, probity and trustworthiness.
50. The Respondent was in a position of trust and responsibility as a solicitor and she was responsible for ensuring that she acted in a manner that maintained that trust and responsibility.
51. Members of the public should also be able to place their trust in members of the profession, who are held in high regard. Any behaviour which undermines this trust damages not only the regulated person, but also the ability of the legal profession as a whole to serve society.
52. Members of the public would expect a solicitor to act in a straight-forward and transparent manner with colleagues, other members of the profession, clients and others. This clearly includes providing information to assist with a legal document being able to take effect, but not when they do not have a reasonable belief in that information being accurate.
53. By her actions, the Respondent abused the trust placed in her by her colleagues and members of the public, and profession, and did not conduct herself in a manner that maintains public trust in her and the provision of legal services, and therefore breached Principle 2 of the Principles.

Allegation 2

54. Paragraphs 7 to 38 are repeated.

55. On 10 July 2023 at 09.54am, the Respondent emailed Mr Ailsby with correspondence to the new trustees for him to review **[JD1, 4 and 10]**

56. Mr Ailsby replied at 09.58am, stating **[JD1, 4 and 10]**:

“Hello Vicky, thanks for this. Please do not send either letter until I get back to you. Chat soon. With best wishes”

57. At 12.28pm, Mr Ailsby e-mailed the Respondent regarding the matter in general and some concerns that the new trustees had in respect of the Respondent **[JD1, 8]**. Within the email is reference to the two of them having spoken ‘*at length this am*’.

58. Attached to the email was an amended letter to be sent with the Deed.

59. The Respondent replied at 12.49pm, and stated **[JD1, 54]**:

“Thank you for amending the letter. I have now engrossed this, and the original document will go with this letter by recorded delivery. A scanned copy is on file.

Again, I apologise for not immediately picking up the calls on my mobile last week - my phone is set to silent for office hours so I did not see the calls until I checked emails when I logged in from home.

The deed of appointment in favour of new trustees means that you are both discharged and released from your duties as trustees and indemnified by the new trustees. As I am not certain how a charge is transferred between old trustees and new trustees (other than by the deed of appointment itself) I cannot say all the work is done, but that is the only issue outstanding.”

60. The letter dated 10 July 2023 to a new trustee, enclosing the Deed dated 10 July 2023, was sent out in the name of the Respondent **[JD1, 18]**.

61. As stated in the letter, as the Deed had been signed by all parties and dated, it effectively transferred “...*all assets with the trust to [the new trustees].*”

62. Within the correspondence, the Respondent referenced an existing charge registered against a property, which is inferred to be a property within the Trust.

63. In order to have the charge removed, the Respondent suggested that the new trustees could send the Deed to the Land Registry in order for the charge to be removed.

Breaches of the Principles in relation to allegation 2

Principle 5 and Paragraph 1.4

64. The SRA relies on *Wingate v SRA* [2018] EWCA Civ 366, as set out at paragraph 43 above.

65. When the Respondent disseminated the Deed to the new trustees, she was aware that the document had been signed by her as a witness to Mr Ailsby's signing when this was not accurate. She would have been aware that the new trustees would, or may, assume that the Deed had been properly completed and valid when this was not the case and may be misled.

66. By the Respondent's actions in misleading the new trustees, she breached Paragraph 1.4 of the Code.

67. Within the correspondence to the new trustees, the Respondent did not made any reference to any possible issue with the validity of the Deed. She, in fact, suggested that the new trustees could use the Deed in order to have a legal charge on a property removed.

68. A solicitor acting with integrity would not have sent a legal document to others when she knew that there may be questions on the validity of the same.

69. This is further aggravated by the Respondent suggesting that the invalid Deed be used to impact on the existence of a legal charge on property, in that she suggested that it be sent to the Land Registry.

70. By the conduct stated in the preceding paragraphs, the Respondent therefore breached Principle 5 of the Principles

Principle 2

71. Members of the public should be able to trust what a solicitor tells them. This extends to a solicitor informing them of something to their detriment, and to be transparent.

72. In this matter, the Respondent provided a legal document, which appeared to transfer assets of a trust from one set of trustees to another, when she would have been aware of the validity of the document or, at least, that there may be concerns on the appropriateness of the signing of the Deed impacting on the validity of the same.

73. Members of the public may be shocked if they were aware that a solicitor was disseminating a legal document when there were concerns on its validity.

Allegation 3

74. Paragraphs 7 to 38 are repeated.

75. On 24 July 2023, the Respondent and Mr Ailsby had a general meeting. During the meeting, Mr Ailsby asked the Respondent how she was progressing with closing any outstanding files before she left the Firm **[JD1, 5 and 56]**.

76. Mr Ailsby asked about Client A's matter and whether all work had been finished. The Respondent told Mr Ailsby that she thought it was all concluded, but also volunteered the fact that she had put her signature as being the witness to his signature on the Deed **[JD1, 56]**.

77. The Respondent also confirmed to Mr Ailsby that she had seen his e-mail stating that Ms Warren was to sign as witnessing the signature.

78. Due to pre-existing meetings, Mr Ailsby left the Respondent but returned at approximately noon along with Steve Harrison.

79. Until the Respondent told Mr Ailsby that she had signed as being present when he signed the Deed, he was unaware that an incorrect signature had been included on the Deed that had been sent out **[JD1, 5]**.

Breaches of the Principles in relation to allegation 3

Principle 4 and Paragraph 1.4

80. The SRA relies upon *Ivey v Genting Casinos* [2017] UKSC 67, which is set out at paragraph 38.

81. In this matter, from the Respondent signing the Deed as being a purported witness on 10 July 2023 until 24 July 2023, she was aware:

- 81.1. Who signed as being a witness to Mr Ailsby's signature was relevant to the completion of the Deed;
- 81.2. That the Respondent had, in fact, signed as being the witness to Mr Ailsby signing the Deed;
- 81.3. That Mr Ailsby had emailed her instructions to have Ms Warren sign as witnessing his signature;
- 81.4. That she had read Mr Ailsby's email with those instructions;
- 81.5. That the purportedly properly and validly completed Deed had been sent out to the new trustees;
- 81.6. That in the absence of the Respondent informing anyone at the Firm or the new trustees that she had signed the Deed, a reader of the Deed could assume that it had been properly completed;
- 81.7. The Deed could be relied upon by others as confirmation that the retiring trustees had retired and the new trustees had been properly and validly appointed and had the relevant legal powers of trustees.

82. Given this state of knowledge and belief, the Respondent acted dishonestly by the standards of ordinary decent people. Ordinary decent people would consider it dishonest for a solicitor to not admit to having undertaken an action, which they were aware could have legal repercussions, as soon as possible.

83. In the absence of the Respondent informing any other person, until 24 July 2023, that she had signed the Deed, the retired and new trustees could be misled that the Deed was properly completed and valid and be relied on.

84. By doing so, the Respondent failed to act with honesty and therefore breached Principle 4 of the SRA Principles, and Paragraph 1.4 of the Code by misleading or attempting to mislead others.

Principle 5

85. The SRA relies on *Wingate v SRA* [2018] EWCA Civ 366, as set out at paragraph 43 above.

86. The Respondent was an experienced solicitor who should have a clear understanding of her regulatory responsibilities.
87. The Respondent was required to be transparent about to her Firm and partners as to whether there were any issues on a matter, either of their own making or other. A solicitor who was acting with integrity would have alerted her senior colleagues if there was an issue on a client matter. This duty is present in all circumstances, even when informing their peers may be to the detriment of the solicitor.
88. The Respondent failed to inform her colleagues for a period of two weeks and there is no proper explanation as to why she did not do so, despite it being a fact that she knew should be disclosed, hence why the Respondent did so on 24 July 2023.
89. Such conduct, as described in respect of the Respondent's failure to do what she should have done, is not indicative of a solicitor acting with integrity.

Principle 2

90. Solicitors should be transparent in their dealings with clients and colleagues, including flagging potentially adverse issues/problems which arise on a case. In this manner, trust is built and maintained.
91. In this matter, from 10 July 2023, the Respondent was aware of an issue in respect of the completion of the Deed but waited two weeks to raise it further.
92. Such a delay in reporting a concern to the Firm is not acting in an appropriately transparent manner and may cause there to be a lack of trust in the profession going forward.
93. As such, the Respondent has breached Principle 2.

The SRA's investigation

94. The Firm reported the Respondent's conduct to the Applicant on 27 July 2023 [JD1, 71].
95. On 19 October 2023 [JD1, 80], the Respondent provided to the SRA her account of the circumstances of the concerns raised. She also stated that she was "*afraid*" of Mr Ailsby and that she deeply regretted her actions, although she thought they were for the best at the time.

96. Within the response, the Respondent provided an explanation [REDACTED] [JD1, 82].

97. On 19 March 2024 [JD1, 96], the SRA requested that the Respondent provide some further information on the matter, to which the Respondent replied on 21 March 2024 [JD1, 104].

98. The Respondent stated [JD1, 108] *“Knowing that RA had signed the document and seeing the witness block was incomplete, I thought briefly on why it might not be complete. I knew I had not witnessed the signature, but also how very urgent and important the document was for the family concerned. Having been asked before to witness RA’s signature on a document when I had not seen him sign, I thought he would want me to do so now”*.

99. The Respondent also states that that she had already signed the Deed when she emailed Mr Ailsby at 10.35am on 10 July 2023. By way of explanation she states:

“In my mind, I was alerting him to the fact that he had not got the document completed with a witness, and I had completed it, to save time, knowing the urgency of the matter and the considerable pressure from the trustees also. I recalled the times when I had been asked to sign on behalf of the partners without seeking their authorisation (signing estate agents particulars without consultation on the terms) and the time when I had been asked to witness a document that had already been signed and thought that this was something he wanted me to do”.

100. When the Respondent received Mr Ailsby's e-mail stating that she should not witness his signature and that Amy Warren should do so being the person who actually witnessed the signature, she states:

“My heart fell, as I realised that RA did not want me to sign what I had already signed. It was clear to me that what I had intended (as specified above, (sic) to get RA’s signature block completed, helpfully getting the document completed for him was not something that he wanted. I was shocked, given that he had in the past asked me to witness his signature (when I had not seen him sign). My signature was already on the page”.

101. In respect to why the Respondent did not raise the issue with anyone immediately once she realised she had wrongly signed the deed as physically witnessing Mr Ailsby's signature, the Respondent stated she had no explanation for this but that:

"I raised the issue within about ten days, volunteering the mistake to my immediate supervisor, the head of department, and to RA".

102. The Respondent also set out the huge difficulties that she was experiencing [REDACTED] [JD1, 110], [REDACTED]. These difficulties, and the Respondent's need to prioritise [REDACTED], was part of the reason why she had resigned from her role at the Firm, [REDACTED] [REDACTED]

103. By correspondence dated 30 October 2024 [JD1, 122], the SRA provided to the Respondent a Notice Recommending Referral of Conduct to the Tribunal [JD1, 124 to 137] dated 30 October 2024 ('the Notice'). The Respondent was invited to make written representations regarding the content of the Notice.

104. In the Respondent's legal representative's written response of 27 November 2024 [JD1, 139 to 142], it is accepted that there is no material dispute on the facts of allegations 1 and 2. It is, however, disputed that there was dishonesty on her part but rather there was an error of judgement based on a bad assumption.

105. In addition to the written representations, the Respondent also provided a witness statement [JD1, 143 - 144], and a number of character references [JD1, 145 to 148].

106. On 18 December 2024, an Authorised Decision Officer of the SRA decided to refer the Respondent to the Tribunal [JD1, 151 - 155].

107. Post-referral, the Respondent was also provided with the opportunity to respond to allegation 3. Her representative responded on 28 March 2025 [JD1, 156 to 157] stating, in line with the Respondent's previous responses, the underlying factual basis for the allegation was not disputed but the breaches of the Code and Principles were, due to the Respondent's state of mind at the time.

Statement of Truth

I believe that the facts and matters stated in this statement are true.

Signed:



Dated:

29 April 2025

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APPENDIX 1 TO STATEMENT PURSUANT TO RULE 12 (2)

SOLICITORS (DISCIPLINARY PROCEEDINGS) RULES 2019

Relevant Rules

SRA Principles

You act:

Principle 2 in a way that upholds public trust and confidence in the solicitors' profession and in legal services provided by authorised persons.

Principle 4 with honesty.

Principle 5 with integrity.

SRA Code of Conduct for Solicitors, RELs, RFLs and RSLs

1.4 You do not mislead or attempt to mislead your clients, the court or others, either by your own acts or omissions or allowing or being complicit in the acts or omissions of others (including your client).