

CASE: 12763-2025

IN THE SOLICITORS DISCIPLINARY TRIBUNAL
IN THE MATTER OF THE SOLICITORS ACT 1974 (AS AMENDED)
BETWEEN

SOLICITORS REGULATION AUTHORITY LIMITED

Applicant

AND

VICTORIA MARY BURDETT

Respondent

ANSWER TO THE RULE 12 STATEMENT DATED 29 APRIL 2025

1. This is the Respondent's Answer to the Rule 12 Statement dated 29 April 2025 filed in accordance with the standard directions issued by the SDT on 6 May 2025.
2. The Respondent has previously conceded that there is no material dispute as to the bare facts of this matter. However, the Respondent denies that the Applicant is in any position to attest to her state of knowledge as it attempts to do at paragraphs 41 and 81 of the Rule 12 Statement.
3. It is averred that this case turns entirely on the Respondent's knowledge and subjective intentions in the period 10 –24 July 2023. The Respondent has been entirely consistent in stating that her actions were motivated by a desire to assist in correcting a technical defect in a document. She did not, during the relevant period believe that her actions could have the effect of invalidating the deed, rather her intention and belief was that she was perfecting it and fulfilling the intentions of all parties.
4. The Respondent relies upon the case of R (on the application of Mercury Tax Group and another) v HMRC [2008] EWHC 2721 which clearly sets out that the legal position as to whether a failure to comply properly with formalities related to deeds invalidates the deed is distinct from the separate question as to whether there may be grounds to suspect dishonesty because of the failure. Paragraph 68 of the Mercury decision states:-

68. Secondly, this does not seem to me to have been a case where the grounds to suspect dishonesty on the part of the Claimants were particularly strong. It is, to put it

no higher, entirely plausible that they took the course of substituting the signature pages simply as a convenient shortcut, without appreciating that it might invalidate the Scheme. If they really believed that that was its effect, but decided to proceed nonetheless in the hope that HMRC would never find out, they would be taking a very big risk for very little advantage: the essence of such schemes (assuming that they work in principle) is to get the paperwork formally right. The explanation offered by Mr Preston in the course of his oral submissions to the Judge – i.e. that the Claimants might have been too embarrassed to go back to their clients for a further set of signatures – seems to me rather flimsy. The errors in the chronology and the minute of the meeting of 4 December 2003 do not seem to me to shed much light on the Claimants' state of mind in making the entirely separate decision to effect the substitution of the signature pages. In short, if I had now to decide, with the benefit of the fuller picture available to me, whether search warrants should be issued I do not believe that I would find that sufficiently good grounds had been shown.

5. The Mercury decision was a judicial review related to the issue of a search warrant. The decision pre-dates Ivey but the Administrative Court nevertheless held that the test for whether there was reason to suspect dishonesty was objective.
6. The SDT has applied this interpretation of Mercury in the case of *Simpson 12185-2021* where the respondent solicitor was accused of dishonesty in connection with the replacement of a signature page and the submission of the document to HMLR.
7. It is averred that the Respondent's conduct falls into the same category of taking a convenient shortcut to correct a deficiency in the document. It is expressly denied that the Respondent knew that her actions could invalidate the deed. It is averred that the Respondent genuinely believed that the signature was in fact Mr Ailsby's and that it was not improper for her to verify that by signing as a witness.
8. Against that background, the Respondent pleads as follows:-
 - a. As to Allegation 1.1 it is admitted that the Respondent signed the Deed as a witness. However the allegation is denied. It is averred that the purpose of the witness signature is to provide assurance as to the authenticity of the signature of the primary signatory. At all material times, the Respondent believed that the signature of the primary signatory was properly applied and authentic. Accordingly, the Respondent did not know and did not believe that including her signature on the deed could be misleading. Her actions were intended to correct what she perceived to be a minor technical deficiency in the deed and her actions, while admittedly ill judged and ill informed did not amount to a breach of the SRA Principles and P1.4 of the SRA Code as alleged or at all.
 - b. As to Allegation 1.2, it is admitted that the deed was sent to other parties. However, the Respondent genuinely believed that the deed was valid and properly completed

and her conduct did not amount to a breach of the SRA Principles and P1.4 of the SRA Code as alleged or at all.

- c. As to Allegation 1.3, it is admitted that the Respondent informed Mr Ailsby that she had signed the deed as a witness on 24 July 2023. That disclosure was voluntary and part of a general update to Mr Ailsby on handover matters. The allegation is predicated on the assumption that the Respondent knew that her actions had been wrong and that the deed was invalid prior to that conversation. It is averred that, until that conversation on 24 July 2023, the Respondent genuinely believed that the deed was valid and could be relied upon. She was not hiding actions she believed to be wrong but lacked the emotional fortitude to have a conversation she expected to be nasty with Mr Ailsby. She was already afraid of Mr Ailsby who had created a very stressful and toxic work environment. The Respondent did not have the knowledge attributed to her and did not realise that there would be any serious issue with her actions. She was aware that Mr Ailsby had sent an email after the deed was already signed asking that Ms Warren witness it. The Respondent did not see a material difference in Ms Warren signing the deed after the fact and her doing so herself in terms of validating the signature and the deed itself. It is denied that the Respondent was seeking to hide her actions, she did not appreciate that there was any urgency or need to report her conduct. Her actions did not amount to a breach of the SRA Principles and P1.4 of the SRA Code as alleged or at all.
9. During this period, the Respondent was working her notice and was dealing with serious and compelling personal difficulties which she reasonably believed presented a risk [REDACTED] [REDACTED]. She will give further evidence in due course as to the emotional impact of her home life and the particular difficulties she was facing at the time.
10. For the avoidance of doubt, it is accepted that the Respondent's actions were based on a flawed understanding of the law regarding attestation. However, it is averred that mistakes of law are not equivalent to misconduct.

Weightmans LLP
30 June 2025