BEFORE THE SOLICITORS DISCIPLINARY TRIBUNAL **Case No 12771-2025**

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

B E T W E E N

SOLICITORS REGULATION AUTHORITY LTD **Applicant**

AND

MAAME ADJOA DOKU DJAN-KROFA **Respondent**

Answer on behalf of the Respondent

Note: The pagination to the bundle exhibited to the Rule 12 Statement is not clear. As such, no reference to page numbers is included in this document.

Introduction

1. The Respondent is 48 years of age having been born on [redacted]976. The Respondent was admitted as a solicitor on 1 March 2006 and has an exemplary and unblemished disciplinary and regulatory history of over 19 years qualification, and who holds a Practising Certificate free from conditions and, as such, should be afforded the appropriate credit when she gives her very full explanation for that which occurred, the subject of the allegations. The Respondent has dealt with conveyancing, Wills and probate solely since November 2000.

2. The initial instructions was to assist [redacted] in relation to their late mother's estate and affairs.

3. They mentioned at the initial meeting that there were debts to be dealt with. The Respondent accepted instructions to assist them in obtaining the Grant of Letters of Administration. (copy of the Letters of Administration dated 21 December 2020 is attached to this document).

4. The Respondent was subsequently instructed to sell their late mothers property, [redacted] (referred to as 'Property A', in the Rule 12 Statement).

5. Kreston Law Ltd were instructed to act for the purchaser of Property A.

6. The transaction completed on 28 September 2022.

7. On 28 September 2022, the Respondent gave an undertaking to Kreston Law Ltd to discharge or redeem the mortgages and charges secured against Property A, on or before completion.

8. The undertaking was contained in the 'Replies to Completion Information and Requisitions on Title dated 28 September 2022.

The Allegations

Allegation 1.1

9. **Whilst acting for the seller in a conveyancing transaction relating to Property A, the Respondent failed to perform the undertaking given to Kreston Law Ltd on 28 September 2022 to discharge or redeem the mortgages and charges secured against Property A on or before completion. And in so doing she thereby breached Paragraph 1.3 of the SRA Code of Conduct for Solicitors, RELs and RFLs ("The Code") and Principles 2 and 5 of the SRA Principles ("the Principles").**

10. The allegation is admitted.

11. The Land Registry Charges Register, as at May 2022, recorded that there were 14 charges or mortgages registered against Property A.

12. In Section 5.1 of the TA13 Form (Replies to Completion Information and Requisitions on Title) the Respondent listed 13 charges or mortgages and provided confirmation they would be redeemed on completion.

13. The client ledger confirms that the Respondent made a payment to Bank of Scotland on 28 September 2022 in the sum of £175,491.33.

14. All but three of the charges were discharged on completion in compliance with the undertaking

15. The Respondent accepts that the three remaining charges to RBS, the Hillsden Securities Ltd Charge and the BOS Charge were not discharged on completion, but have subsequently been discharged, as confirmed in paragraph 46 of the Rule 12 Statement as follows:

    - The RBS charge. Payment made on 17 August 2023 by cheque to Drydens Fairfax Solicitors.
    - The Hillesden Securities Ltd Charge on 5 February 2024 to Mortimer Clarke Solicitors.
    - The BOS charge. Payment on 30 December 2024, at the earliest, (by cheque but not received or 7 January 2025 at the latest).

    The Respondent offers her genuine, and sincere, apology for the delay in complying with the undertaking relating to those three charges. BOS loan was the main problem. BOS had confirmed that there were no further sums from the deceased. They had no further balance for the deceased. There was a court order which the Respondent forwarded to them twice, but they still could not trace any account for the deceased. They confirmed before completion that they were in the process of removing the entry from the register and that the Respondent

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should receive it within 6 weeks. This was communicated to the client before proceeding to complete.

16. There was debt collectors who kept insisting that the funds be paid to them which did not make sense to the Respondent as the actual beneficiary with the debt should know about it or instruct their own solicitors to deal with it. The Respondent could not pay it to the debt collectors because she was not sure they were genuine. The Respondent checked with a senior colleague who also found it suspicious but could not say with certainty it was appropriate to pay the debt collector and BOS did not have the matter on their record.

17. In the meantime Bankk of Scotland confirmed that they were removing the registered entry at LM Land registry and they were not aware of Moorcorft the debt collectors. BOS could not find any reference or further account of the deceased. BOS had no knowledge of the debt and as such, the Respondent could not send funds to the debt collectors in case it was not genuine, and she may not be able to recover it. The funds were deemed to be for the estate, but with a possibility that BOS may have a claim. The Respondent received a letter unexpectedly in May 2023. The Respondent accepts that she may well have been overthinking the situation by this time but the normal way lenders including BOS deal with an equitable charge was to instruct their solicitors to confirm the amount and remove the entry even where sums were as little as £200.00. The Respondent was extremely concerned that she may pay funds to the debt collectors and, subsequently, find out they were not entitled to the funds.

<u>**Allegation 1.2**</u>

18. **Between 22 September 2022 and 24 January 2024, the Respondent provided inaccurate information in relation to the sale of Property A that she knew or ought to have known was inaccurate and/or misleading in that:**

    1.2.1 In an email dated 30 September 2022, the Respondent informed Client A that she had arranged for the equitable charge held by Bank of Scotland to be removed when she knew or ought to have known that this was not true.

    1.2.2 On 21 April 2023, the Respondent informed Kreston Law Ltd that she would be chasing the lenders for confirmation of discharge, when she knew or ought to have known that she had not yet made any payments in connection with the outstanding charges to enable them to be removed.

    1.2.3 On 24 January 2024, the Respondent informed the SRA that all charges had been paid when she knew or ought to have known that this was not true.

    And in so doing breached Paragraph 1.4 and 4.2 of the Code, Principles 2, 4, 5 and 7 of the SRA Principles.

19. The Respondent <u>denies</u> that she made any statement(s) which she knew, or ought to have known, were false or misleading.

20. At all material times, the Respondent had a genuine, and honest, belief, that the information she provided to Client A (30 September 2022), Kreston Law Ltd (21 April 2023) and to the SRA (24 January 2024), was true and accurate, based on the facts then available to her.

<u>1.2.1</u>

21. BOS had confirmed by telephone to the Respondent they were removing the charge which to the best of the Respondents recollection was on 22 September 2022.

22. By email dated 30 September 2022 the Respondent wrote to Client A and provided a copy of the Completion Statement, following completion on 28 September 2022, and said amongst other things, *"We await confirmation from Bank of Scotland in relation to the charge (registered equitable charge) as discussed and the statement takes this into account. We have arranged payment of the agreed charges and will revert shortly"*.

23. The Completion Statement made reference to, amongst other things, 'Bank of Scotland Equitable Charge, £161,794.00,** ** *"Subject to receipt of discharge document"*. Contrary to that which is alleged in paragraph 60 of the Rule 12 Statement, the Respondent did <u>not</u> intend the completion statement to convey that the BOS charge <u>had</u> been paid.

24. The email dated 30 September 2022, and the Completion Statement, need to be read together and in totality.

25. The Applicant's interpretation of the wording is misplaced and does not reflect either the intended or the actual meaning of the communication.

26. The email dated 30 September 2022 states, amongst other things, *"We await confirmation from Bank of Scotland in relation to the charge (registered equitable charge) as discussed and the statement takes this into account"*.

27. The Completion Statement refers to the BOS equitable charge and says, *"**Subject to receipt of discharge documents. If the additional equitable charge from Bank of Scotland is removed"*.

28. The completion statement shows <u>two sums</u> that may be due to Client A:

    - £29,777.94 (if the Bank of Scotland's equitable charge of £161,794.00 was redeemed).

    - £191,571.94 (if the additional equitable charge from Bank of Scotland was removed).

29. At the time the email and Completion Statement were sent to Client A, the Respondent had not yet received the necessary confirmation from the Bank of Scotland, enabling her to discharge the charge. The agreed redemption sum was known, but the payment could not be made until the Bank of Scotland confirmed the precise settlement and mechanics and provided the discharge document.

30. In conveyancing practice, *"arranged payment"*, is often used to mean that funds have been earmarked, set aside, or scheduled for payment, once the necessary completion conditions are met and <u>not</u> that payment has <u>already</u> been executed. The Respondent's use of that phrase was intended to convey to Client A that the redemption amount was accounted for, and ready to be paid upon receipt of the Bank of Scotland confirmation and discharge documentation in line with standard completion procedure.

31. Moreover, the completion statement expressly stated, *"Subject to receipt of discharge document"*. This qualification is inconsistent with an intention to convey that the charge had already been discharged or payment already effected. Rather, it reflects the correct and transparent position; the Bank of Scotland Charge would be paid once the discharge document was received.

32. If the Respondent had intended to represent that payment had been made, the Completion Statement would not have contained such a condition, and the email dated 30 September 2022 would not have said, *"We await confirmation from Bank of Scotland in relation to the charge…."*.

33. Read together, the email dated 30 September 2022, and the Completion Statement, demonstrate a consistent position; that the Bank of Scotland confirmation and documentation were awaited and payment would follow immediately thereafter.

34. The Applicant's suggestion that the Respondent intended to mislead by saying, *"We **have** arranged payment of the agreed charges"*, (emphasis added), is without merit, misplaced, and to misinterpret the position, when the contemporaneous qualification and conditional wording are taken into account. Moreover, the statement relied upon by the SRA refers to <u>charges,</u> rather than charge. ("*We have arranged payment of the agreed charges").*

35. The email dated 30 September 2022 cannot fairly, or properly, be construed as asserting the payment <u>had</u> already taken place.

36. The Respondent's wording is reflective of normal conveyancing practice; funds allocated and ready for redemption, <u>if due</u>, with the Completion Statement showing the balance due to the client of £29,777.94, and if <u>not</u> due, the balance due to the client of £191,571.94, with payment contingent upon receipt of the necessary confirmation and documentation from the Bank of Scotland.

37. The conditional language in the Completion Statement, and the explicit reference to awaiting confirmation from the Bank in the email dated 30 September 2022, demonstrate the absence of any intention to mislead.

38. Both the email dated 30 September 2022 and the Completion Statement are prospective, and not retrospective.

39. The Applicant's analysis of the email and Completion Statement ignores the conditional nature of both. It would be illogical for the Respondent to confirm payment **had** already been made and say confirmation was awaited.

40. The more logical, and consistent, interpretation is that funds were set aside, awaiting Bank of Scotland's formal response, and which is precisely what she told Client A.

<u>**1.2.2**</u>

41. The Applicant relies upon an email dated 21 April 2023 from the Respondent to Kreston Law Ltd in which the Respondent said, *"I am chasing the lenders for confirmation of discharge and will aim to revert on Monday please"*.

42. Ordinarily all charges are instructed and paid out on the same day of completion and apart from the BOS equitable charge, the Respondent was of the genuine and honest belief that she

had paid all the outstanding charges. The BOS amount the Respondent believed belonged to the estate with a possibility that it was due to the BOS.

43. The Respondent only received confirmation of payment from the first Bank of Scotland but no confirmation of discharge from the other lenders. The main Bank of Scotland Loan had been paid.

1.2.3

44. On 24 January 2024, during a telephone conversation with the SRA Investigation Officer ("IO"), the Respondent referred to three charges.- the debts had been paid. The Respondent confirmed there was some confusion about some of the debts but the ones due had been paid. The BOS further sum doubtful debt had been believed to be estate funds at the time. These were clearly, in her understanding, the three charges identified by the purchaser's solicitor in the context of the conveyancing transaction in question.

45. In her subsequent confirmation email, the IO recorded the Respondent has having said that, *"You told me that there had been three charges on the property in the transaction your firm acted on, which have now been discharged".*

46. The Respondent promptly replied to that email, clarifying that, *"Our reference to three charges in our conversation relate to the three charges raised by the buyer's solicitors. There were in excess of 9 financial charges on the property at completion which were paid at completion….".*

47. The reply makes clear that the Respondent's reference to three charges were limited to the three charges raised by the purchaser's solicitors. The suggestion that the Respondent failed to correct the IO is unsustainable. The Respondent did provide clarification in writing.

48. Any perceived discrepancy arises not from any intention to mislead, but from the difference in focus between the IO and the Respondent. The test for misleading conduct requires more than a possible ambiguity; it requires proof that the Respondent knew the statement was false or was reckless as to its truth. Here, the contemporaneous written clarification demonstrates the opposite; the Respondent took steps to ensue accuracy and transparency.

Allegation 1.3

49. **Between July 2023 to May 2025, failed to fully cooperate with the SRA's investigation into her conduct by failing to respond to requests for information and documents and in so doing she breached paragraphs 7.3 and 7.4 of the Code.**

50. The allegation is admitted.

51. The Respondent accepts on occasions during the period July 2023 to May 2025, she did not provide full, and timely, substantive responses to the SRA's enquiry.

52. Whilst she did engage with the SRA on a number of occasions namely on 30 June 2023, 11 July 2023, 27 July 2023, 18 August 2023, 10 November 2023, 15 December 2023, 15 May 2024, 28 June 2024, 4 September 2024, 13 September 2024, and 18 October 2024, she recognises that there were periods were she failed to engage properly and adequately.

53. The Respondent offers her genuine and unreserved apology for these failings.

54. The Respondent candidly accepts that, at times, she 'buried her head in the sand', rather than confronting matters directly.

55. This was not borne of any intention to obstruct the investigation, but rather from a combination of personal pressures and an inability, at times, to face the professional difficulties she was experiencing.

56. The Respondent now fully understands the seriousness of failing to cooperate properly and substantively with her regulator, and she assures the Tribunal that she has learned from this experience and will ensure such lapses do not recur.

57. By email dated 18 August 2023, the Respondent wrote to the SRA, apologising for the delay and explained that emails had not been showing in her inbox and had been recovered. The Respondent went on to provide explanation and said, *"Briefly, I confirm that there were twelve charges on our client's property during the sale and probate which have been paid and two particular charges we are have had difficulty obtaining confirmation of discharge. My colleagues had been assisting in obtaining confirmation of discharge for Santander UK (who had confirmed discharge and closure of their account in 2005, but their loan account appears to be registered by a different company whose response has still yet to be received)"*.

58. The Respondent's failure to respond to the SRA was not deliberate. The Respondent used her best endeavours but accepts and acknowledges that she did not fully cooperated with the SRA and respond as required. To explain, but not excuse, the Respondent operated in a small team. On 1 July 2023 [redacted] who had been with the firm for about 5 years and become an integral part of the team suddenly died. [redacted] The Respondent was not aware of that at the time. He died suddenly. To say it was an extremely stressful and difficult time, not only for [redacted] family, but for the Respondent and the firm would be an understatement. The Respondent and her staff were all numb with grief and sadness and which is overwhelming. [redacted] The Respondent obtained the services of a virtual assistant who was helping the Respondent with her administration [redacted] The Respondent does not seek to excuse her failure to cooperate and offers her genuine and sincere apology.

59. In relation to the SRA Production Notice dated 24 November 2023, the Respondent was endeavouring to download the emails and have the file scanned to be sent to the SRA. The Respondent was working on her own and was overwhelmed with that which she needed to do. Whilst she had some support from IT Support Team, the gentleman had a lung operation and complications from the operation and he was endeavouring to support the Respondent whilst he was in hospital and which all became too much for him. The Respondent was sent links on Minecraft/Minecast with which she was not familiar.

60. From May and June 2024, or thereabouts, the Respondent also had an SRA AML investigation and subsequent visit in October 2024.

61. To the best of her knowledge and belief, the Respondent recalls another thematic investigation from the SRA which was concluded in or about December 2024.

62. In November 2024, the Respondent had two further visits from the SRA Forensic Investigation Team. The Respondent showed the SRA investigator who attended where the emails had been collated and explained that she was having difficulties sending them over on the link they had provided. The Respondent could not work out how to send the documents to the SRA and could not download them individually. The representative from the SRA also tried with his own computer, without success. To the best of her knowledge and belief, there were hundreds of emails. The Respondent tried so many other ways but it would just not work.

63. A friend mentioned the possibility of printing the emails which enabled her to send some to the SRA. The Respondent had become fixated on trying to comply with the SRA request for 'download', and it did not cross her mind that printing the documentation, notwithstanding their size, may have worked.

Dishonesty

64. Allegation 1.2 alleges dishonesty on the part of the Respondent.

65. The Respondent denies dishonesty.

66. Paragraph 85 of the Rule 12 Statement sets out the test to be applied when considering, and determining, a dishonesty allegation as set out in paragraph 74 of The Supreme Court Judgement in Ivey (Appellant) -v- Genting Casinos (UK) Ltd t/a Crockfords [2017] UKSC 67.

67. The Supreme Court made it clear in Ivey that the appropriate test to be applied in determining a dishonesty allegation is, *"The fact finding tribunal must first ascertain (subjectively) the actual state of the individuals 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.

    Only then is that knowledge or belief considered by the standards of ordinary decent people".

68. It is of fundamental importance that in considering the position, it is the knowledge, and belief, of the Respondent, at the time, of the event in question, that it to say, 30 September 2022 (allegation 1.2.1), 21 April 2023 (allegation 1.2.2), and 24 January 2024 (allegation 1.2.3).

69. The Respondent has an unblemished regulatory and disciplinary history. As such, she should be given very full credit for her explanation and which should be accepted.

70. The Respondent denies providing any inaccurate information.

71. As the third line of paragraph 74 of Ivey makes clear, *"The reasonableness or otherwise of his belief is a matte of evidence (often in practice determinative) going to whether he held the belief".*

72. It is not, an additional requirement that the belief must be reasonable; the question is whether it was genuinely held, and which is critical to any consideration of the dishonesty allegation.

73. Applying the test to this particular case, the Respondent's actual state of mind as to the facts, and her genuinely held belief, at the time, relevant to 1.2.1, 1.2.2, and 1.2.3, shows that there was nothing dishonest about her actions as alleged, or at all.

74. The test for considering, and determining, a dishonesty allegation set out in Ivey, namely, that the person has acted dishonestly by the ordinary standards of reasonable and honest people, is not met in the present circumstance, because the Respondent had been honest when she made the representations, as she did.

75. Ordinary decent people, in full knowledge as to the facts and circumstances existing at the relevant time, together with the genuinely held belief that the Respondent, would not consider her actions to be dishonest. As indicated in paragraph 74 of Ivey, a consideration of an individuals belief may, in practice, be determinative.

76. A helpful example is, in fact, provided in the Ivey Judgement at paragraph 60 by reference to previous authority an example is given as follows:

"Take for example a man who comes from a country where public transport is free. On his first day here he travels on a bus. He gets off without paying. He never had any intention of paying. His mind is clearly honest; but his conduct, judged objectively by what he has done, is dishonest…. But the man in this example would inevitably escape conviction by the application of the (objective) first leg of the Ghosh test. That is because, in order to determine the honesty or otherwise of a person's conduct, one must first ask what he knew or believed about the facts affecting the area of activity in which he was engaging. In order to decide whether this visitor was dishonest by the standards of ordinary people, it would be necessary to establish his own actual state of knowledge of how public transport works. Because he genuinely believes that public transport is free, there is nothing objectively dishonest about his not paying on the bus. The same would be true of a child who did not know the rules, or of a person who had innocently misread the bus pass sent to him and did not realise that it did not operate until after 10am in the morning. The answer to the court's question is that "dishonesty" where it appears, is indeed intended to characterise what the defendant did, but in characterising it one must first ascertain his actual state of mind as to the facts in which he did it. It was not correct to postulate that the conventional objective test of dishonesty involves judging only the actions and not the state of knowledge or belief as to the facts in which they were performed. What is objectively judged is the standard of behaviour, given any known actual state of mind of the actor as to the facts".

77. The Tribunal may be assisted by the Court of Appeal decision in Barton Booth –v- R [2020] EWCA – Crim 575 the then Lord Chief Justice, The Rt Hon The Lord Burnett of Maldon commented upon the decision in Ivey –v- Genting Casinos and concluded that the test for dishonesty is that established in Ivey. However the Court of Appeal, (which was a highly distinguished court comprising not only the then Lord Chief Justice, but amongst others, the President of the Queen's Bench Division, and the Vice President of the Court of Appeal Criminal Division) said, amongst other things [108] "*This approach, which was the approach of the Supreme Court in Ivey, makes clear that when Lord Hughes talked in [74] of the "actual state of mind as to knowledge or belief as to the facts" he was referring to all the circumstances known to the accused and not limiting consideration to past facts. All matters that lead an accused to act as he or she did will form part of the subjective mental state, thereby forming a part of the fact-finding exercise before applying the objective standard. That will include consideration, where relevant, of the experience and intelligence of an accused. In an example much used in debate on this issue, the visitor to London who fails to pay for a bus journey believing it to be free (as it is, for example, in Luxembourg) would be no more dishonest that (sic) the diner or shopper who genuinely forgets to pay before leaving a restaurant or shop. The Magistrates or jury in such cases would first establish the facts and then apply an objective standard of dishonesty to those facts, with those facts being judged by reference to the usual burden and standard of proof".*

78. Such is supportive of the position in this case, in relation to the Respondent's knowledge and belief, at the relevant time.

79. The explanation provided earlier in this document to allegation 1.2 is relied upon.

I believe the contents of this Answer are true.

Signed…Maame Djan-Krofa……
Maame Adjoa Doku Djan-Krofa

Date …18th August 2025………………..