

Sensitivity: General

BEFORE THE SOLICITORS DISCIPLINARY TRIBUNAL

Case No:

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

AND IN THE MATTER OF:

SOLICITORS REGULATION AUTHORITY LIMITED

Applicant

and

MAAME ADJOA DOKU DJAN-KROFA

Respondent

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

I, Nadine Gabbidon am a Solicitor employed by the Solicitors Regulation Authority Limited of The Cube, 199 Wharfside Street, Birmingham, B1 1RN. I make this Statement on behalf of the Applicant, the Solicitors Regulation Authority Limited ("SRA").

The allegations

1. The allegations against the Respondent, Maame Adjoa Doku Djan-Krofa ("the Respondent"), made by the SRA are that, while in practice as a Solicitor at Pishon Gold ("the Firm"):

1.1 Whilst acting for the Seller in a conveyancing transaction relating to Property A, the Respondent failed to perform the undertaking given to Kreston Law Limited on 28 September 2022 to discharge or redeem the mortgages and charges secured against Property A on or before completion. And in doing so 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").

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The facts and matters relied upon in support of this allegation are set out in paragraphs 14 to 53 below.

1.2 Between 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 Limited 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 doing so breached Paragraph 1.4 and 4.2 of The Code, Principles 2, 4, 5 and 7 of the SRA Principles.

The facts and matters relied upon in support of this allegation are set out in paragraphs 54 to 99 below.

1.3 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 doing so she breached paragraph 7.3 and 7.4 of The Code.

The facts and matters relied upon in support of this allegation are set out in paragraphs 100 to 132 below.

Appendices and Documents

2. I attach to this Statement the following appendices:

Appendix 1: Relevant Rules and Regulations

Appendix 2: Anonymisation Schedule

3. I attach to this statement a bundle of documents, marked ["**NG1**"] to which I refer in this statement. Unless otherwise stated, the page references ("**NG1 p []**") in this statement relate to documents contained in that bundle. References to paragraphs are to those within this statement unless otherwise stated.
4. The bundle is divided into the following sections:

Section A: Investigation Documents

Section B: Notice recommending referral to the Tribunal

Section C: Referral Decision

Section D: Decision Making Framework

Professional Details

5. The Respondent, who was born on [REDACTED] 1976, is a solicitor having been admitted to the Roll on 1 March 2006. She is the sole Director, Partner and Owner of the Firm. The Firm has one office and specialises in Residential Property, Wills and Trusts and Probate and Estate administration.
6. The Respondent remains a practising solicitor at the Firm and possesses a current practising certificate free from conditions.

The facts and matters relied upon in support of the allegations

Background

7. The conduct came to the attention of the SRA on 19 May 2023 when it received a report from Kreston Law Limited ("Kreston Solicitors").
8. Kreston Solicitors acted for the purchaser in a conveyancing transaction concerning a residential property, Property A. The Respondent's Firm acted for the seller, Client A, in this transaction.
9. In its report to the SRA, (**NG1 p1-7**) Kreston Solicitors expressed concern that during the transaction, the Respondent provided them with an undertaking to redeem the mortgages and charges held against Property A upon completion.

However, upon completing the Land Registry application, on 16 January 2023 Kreston Solicitors noticed that there were still three charges on the property register which had not been redeemed by the Respondent in accordance with the undertaking given. The SRA then commenced its investigation into the alleged conduct.

10. On 15 May 2024, whilst investigating the first complaint, the SRA received a second complaint about the Respondent, this time from Client A. The complaint related to the Respondent's handling of the transaction concerning Property A. Client A's complaint referred specifically to a charge on Property A for £156,822.89 in favour of Royal Bank of Scotland. It was alleged that the Respondent had told Client A that she had made payment to the Royal Bank of Scotland's solicitor via cheque. However, in a letter dated 23 May 2023, the Royal Bank of Scotland stated that it had not received any sale proceeds in relation to the charge on the property and noted the property had been sold. Full details of Client A's complaint are set out within her report at page **(NG1 p36-102)** and her witness statement **(NG1 p103-107)**
11. In the course of its investigation, the SRA served two Production Notices pursuant to Section 44B of the Solicitors Act 1974 upon the Respondent in respect of requests for information and documents in the Respondent's possession. Despite numerous reminders, to date, the Respondent has failed to comply with those Production Notices. At the time of referral, the SRA had not received the full client file from the Respondent.
12. In an email dated 11 June 2024, Kreston Solicitors informed the SRA that their client was intending to refinance Property A and as a result of the outstanding charges he was unable to progress **(NG1 p197)**.
13. On 5 December 2024, the SRA commissioned a Forensic Investigation. Between 9 December 2024 and 26 March 2025, the Forensic Investigation Officer ("the FIO") and the Respondent were in communication in which the Respondent provided various documentation to the FIO relating to the Firm and Client A's file. However, those documents did not contain the email correspondence for Client A's file. As of 1 May 2025, the Applicant has not been provided with the full file in respect of Client A.

Allegation 1.1 – Breach of undertaking

14. The SRA relies upon paragraphs 7 to 13 above. Additionally, the SRA relies upon the following facts and matters.
15. Property A had been owned by Client A's late mother. Client A instructed the Respondent to deal with the administration of her late mother's estate, specifically the sale of Property A (**NG1 p180-183**).
16. In May 2022, the Land Registry Charges register ("the Charges Register") recorded that there were 14 charges or mortgages registered against Property A (**NG1 p254-256**).
17. On 13 June 2022, Kreston Solicitors wrote to the Respondent enclosing various documents relating to the sale of Property A (**NG1 p257-259**). At paragraph 9 of its letter, Kreston Solicitors set out the charges against the property which it requested the Respondent confirm would be discharged at completion.
18. Between 26 and 27 September 2023, Kreston Solicitors sent emails to the Respondent requesting that she send them the TA13 (**NG1 p288-287**). According to the Law Society, the TA13 Completion information and undertakings form ("TA13") is used in conveyancing transactions to ensure that the buyer has all of the important information they need before completion. It also includes requests for solicitor's undertakings. The TA13 form contains the following notice to those completing it: *'WARNING: replies to questions 3.2, 5.2 and 5.3 are solicitor's undertakings'* The template TA13 form used by the parties in this transaction is exhibited at (**NG1 p8-12**).
19. Section 5.1 of the TA13 states:
- 'Please list the mortgages or charges secured on the property which you undertake to redeem or discharge to the extent that they relate to the property on or before completion (this includes repayment of any discount under the Housing Acts)'*
20. Section 5.2 of the TA13 states:

Do you undertake to redeem or discharge the mortgages and charges listed in reply to 5.1 on completion and to send to us Form DS1, DS3, the receipted charge(s) or confirmation that notice of release or discharge in electronic form has been given to HM Land Registry as and when you receive them?

21. On 28 September 2022, the Respondent sent an email to Kreston Solicitors attaching a document titled 'Replies to completion information and requisitions on title'(NG1 p13-14) ("the Response to TA13 form"). This document provided the seller's response to the questions contained within the TA13 form and replicated the numbering consistent with the replies required to be set out in the TA13 form
22. In response to Section 5.1 of the TA13 form, the Respondent listed 13 charges or mortgages that she confirmed would be redeemed upon completion (NG1 p13). In response to section 5.2, she replied 'Yes'.
23. By responding to Sections 5.1 and 5.2 of the TA13 form in this way, the Respondent gave an undertaking to discharge or redeem all of the charges and mortgages listed at Section 5.2 of her response by completion.
24. On 1 September 2022, the Firm wrote to Birmingham Midshires¹ informing it that the sale was expected to complete on 16 September 2022 and requested that it provide their redemption statement calculated to that date together with a note of their daily rate of interest should completion be delayed (NG1 p440).
25. Birmingham Midshires responded by letter on 6 September 2022 (NG1 p428-430) in which it stated that the amount to redeem the mortgage was £175,269.33 plus £14.38 per day in the event completion was delayed. The property transaction completed on 28 September 2022. The client ledger shows that the Firm made a payment to Bank of Scotland on 28 September 2022 in the sum of £175,491.33 (NG1 p426, second to last transaction).
26. On 16 January 2023, Kreston Solicitors sent an email to the Respondent in which they informed her that three charges had not been discharged and that they remained on the charges register. In the email, Kreston Solicitors provided a

¹ Birmingham Midshires is a division of Bank of Scotland PLC. Birmingham Midshires held a charge over the property which can be seen as charge 2 on the Charges Register.

screenshot of the remaining charges showing on the Charges Register and requested that these charges be discharged immediately (**NG1 p29**).

27. In an email dated 6 February 2023, the Respondent replied, '*We refer to the above matter an[sic] will revert by the end of the week with confirmation of the lender's status*' (**NG1 p27**).

28. Between 6 February 2023 and 27 April 2023, there were email exchanges between Kreston Solicitors and the Respondent in which the former routinely chased the Respondent for confirmation of the Respondent's position regarding the remaining charges on the register (**NG1 p15-29**).

29. During its investigation, the SRA obtained a printout of the Charges Register issued on 12 February 2024. It confirms the entries which existed on the register as of 25 August 2023 (**NG1 p252-253**). It shows that as of 25 August 2023, eleven months after completion, there were three remaining charges on the register which were included in the Respondent's list of charges which she had undertaken to redeem or discharge. Those remaining charges were as follows:-

(21.12.2007) Equitable charge created by an Interim order of the Edmonton County Court dated 6 December 2007 in favour of The Royal Bank of Scotland Plc c/o Shoosmiths. NOTE: Copy filed. ('the RBS Charge')²

(15.10.2008) Equitable charge created by an interim charging order of the Edmonton County Court dated 30 September 2008 in favour of Hillesden Securities Ltd. NOTE: Copy filed. ('the Hillesden Securities Limited Charge')³.

(12.10.2009) Equitable charge created by an interim order of the Edmonton County Court dated 28 September 2009 in favour of Bank of Scotland Plc (Court Reference 8PA05934). NOTE:-Copy filed. ('the BOS Charge')⁴.

² This appears as charge number 3 on the Charges Register.

³ This appears as charge number 4 on the Charges register. A letter from DLC dated 18 March 2016 (**NG1 p420-421**) addressed to Client A's late mother states that MEIII Limited Bought the account from Hillesden Securities Ltd and that ME III Limited were now the legal and beneficial owners of the account. It also states that Santander UK PLC were the original Client and that the current balance at the time of writing was £17,118.01.

⁴ This appears at charge 8 of the Charges Register.

Correspondence with the Lenders and Payments made by the Respondent

The Royal Bank of Scotland ('RBS') Charge

30. On 1 September 2022, the Respondent wrote to The Royal Bank of Scotland informing it of the death of Client A's mother and requesting that they provide the current balance required to discharge their charge over Property A (**NG1 p439**).
31. On 2 November 2022, the Firm received a letter from DrydensFairfax Solicitors ('Drydens') who confirmed that their client was The Royal Bank of Scotland. They confirmed that the amount required to redeem the account was £22,717.69 (**NG1 p306**).
32. On 20 July 2023, some ten months post-completion, the Firm received a letter from Drydens stating *'We refer to the above matter and note that we have not received a response. We note that the property has since been sold, however our client's Equitable Charge remains on the deeds. Please provide us with an update within 14 days of the date of this letter'* (**NG1 p307**).
33. On 17 August 2023, the Respondent wrote to Drydens. The letter stated, *'We refer to the above matter and correspondence and enclose a cheque in your favour in the sum of £22717.69 safe receipt pf[sic] which please acknowledge and confirm discharge of your charge in relation to the above estate'* (**NG1 p308**).
34. The Respondent wrote to Drydens again on 1 February 2024 stating *'We refer to the above matter and correspondence and understand that your client's charge remains on the above title and is preventing registration of our client's purchaser's title. This may be an oversight but please as a matter of urgency remove the offending entry on the title or provide confirmation of discharge as our client's purchaser's conveyancers has referred the matter to the SRA for removal of the offending entry on the Register'* (**NG1 p309**).
35. In an email dated 26 February 2024, Kreston Solicitors informed the SRA that one of the three outstanding charges had been removed from the Charges Register. As can be seen at **NG1 p184**, the email from Kreston Solicitors contains a screenshot of the Charges Register as of 26 February 2024 showing only two remaining charges, the Hillesden Securities Charge and the BOS Charge. This supports that the RBS charge was removed some time in February 2024, seventeen months post-completion.

The Hillesden Securities Limited Charge

36. On 1 September 2022, the Respondent wrote to Hillesden Securities Limited (**NG1 p310**) referencing the 'Removal of Equitable charge-entry 4 of the charges register' and requested a breakdown of the charge so that they could account to the executor prior to completion.
37. An earlier letter from Mortimer Clarke addressed to Client A's late mother, dated 29 August 2018, had confirmed that Mortimer Clarke acted on behalf of MEIII Limited which had purchased the debt from Hillesden Securities Limited and that MEIII Limited were now the legal and beneficial owners of the account (**NG1 p494**). Mortimer Clarke wrote to the Respondent on 24 September 2020 confirming that it acted for MEIII Ltd and awaited an update from the Respondent (**NG1 p495**).
38. During the investigation, the Respondent forwarded an email to the Investigation Officer ("the IO") which contained email exchanges between the Respondent and her auditors, Balanced Accounting. In an email from the auditor to the Respondent on 3 September 2024, the auditor said *'Also on the [Client A file] I couldn't see any correspondence relating to the cheque from Drydens solicitors on 29/8/2023, the £12,000 payment to Mortimer Clarke on 5/2/2024 or the £39,847.05 balance to Client A on 6/2/2024. Please can you send me some correspondence for these'* (**NG1 p357**). The Applicant does not have any correspondence relating to any payments made to Mortimer Clarke, however the client account ledger for Client A which has been obtained from the Respondent shows an entry recorded on 5 February 2024 *'Mortimer Clarke – As instructed by client, Upon instruction, £12,000'* (**NG1 p426, third entry from the top**). The email from the auditor referring to the payment to Mortimer Clarke and the entry on the client account ledger would suggest that payment was made to Mortimer Clarke on or around 5 February 2024, some seventeen months after completion. The Applicant has made enquiries with Mortimer Clarke and is awaiting a response.

The Bank of Scotland ('BOS') Charge

39. On 1 September 2022, the Respondent wrote to the Bank of Scotland informing it of the death of Client A's mother and requesting that they provide the current balance required to discharge their charge over the property. The mortgage account number quoted in the letter is 'A/32868893-0' (**NG1 p439**).
40. On 29 October 2022, the Firm received a letter from Moorcroft Debt Recovery Limited ('MDRL'). The letter provided their client's reference number of

'32868893-0'. This matches the mortgage account number used by the Respondent when writing to Bank of Scotland. MDRL advised that the balance was £156,822.89 and confirmed that once the balance had been paid in full, they would contact their client who would arrange for the Land Registry entry to be removed (NG1 p496).

41. On 21 November 2022, the Respondent received a further letter from MDRL (NG1 p161). The contents of this letter suggest that the Respondent had sent further correspondence raising a query of MDRL's client, however the SRA does not have a copy of this correspondence. The letter from MDRL stated that it had been in touch with its client, Halifax⁵, and in response to the query raised by the Respondent, their client advised that whilst the completion statement was unavailable, it was able to provide details relating to the possession and sale price of Property A. MRDL's letter also enclosed a copy of the Final Charging Order and the most recent payment list. The Charging Order that they provided was the Interim Charging Order made in the Edmonton County Court on 28 September 2009 under claim number '8PA05934'. These details match the information shown at charge number 8 of the Charges Register in favour of Bank of Scotland. In its letter, MDRL stated that the outstanding balance on the account was £156,355.59 (NG1 p499).
42. On 23 May 2023, Bank of Scotland wrote to the Firm stating, *'It has come to our attention that we have not received any sale proceeds in relation to the Charge we hold against the property... We have completed an up-to date Land registry search under Title Number [Property B] and it shows that the property has been sold and no payment has been made to remove the charge held by Bank of Scotland. As you were the solicitors acting for the estate of [Person B] in the sale, could you please confirm when the sale proceeds are to be remit to Bank of Scotland to enable us to remove our Charge'* (NG1 p390-391).
43. The Respondent has provided the SRA with a copy of a handwritten cheque purportedly from the Firm's client deposit account. The cheque is made payable to 'Bank of Scotland' in the sum of £156,822.89 and is dated 30 December 2024 (NG1 p379). No covering letter has been provided. The SRA is unaware whether this cheque was sent to Bank of Scotland, and subsequent events would indicate that even if it had been sent, it was not received by Bank of Scotland. In any event, the date on the cheque postdates the date of completion by some twenty-seven months.
44. On 7 January 2025, the Respondent made a CHAPS payment from the Firm's client account to Bank of Scotland in the sum of £156,822.89 (NG1 p492-493).

⁵ Halifax is a division of Bank of Scotland.

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The printout of the CHAPS payment shows a message to the payee which quotes a reference of 'A/32868893-0'. This reference matches the client reference provided by MDRL. This supports that this payment was to discharge the BOS Charge.

45. A copy of the Firm's client deposit account bank statement for the period 26 December 2024 to 25 January 2025 records the CHAPS transaction. This is the same amount that was referenced in the letter from Bank of Scotland dated 23 May 2023 when it informed the Respondent that they had not received any proceeds from the sale of Property A. The above is evidence which supports that payment to discharge the BOS Charge was made on 7 January 2025, twenty-eight months post-completion, and not upon completion as was required by the undertaking.

Summary of the payment dates

46. The evidence referred to at paragraphs 30 to 45 supports that the payments made to discharge the three remaining charges, were made on or around the following dates:
- 46.1. The RBS Charge. Payment made on 17 August 2023 by cheque to Drydens Fairfax Solicitors.
 - 46.2. The Hillesden Securities Limited Charge. Payment made on 5 February 2024 to Mortimer Clarke Solicitors.
 - 46.3. The BOS Charge. Payment made on 30 December 2024 at the earliest (by cheque but not received) or 7 January 2025 at the latest.

Breach of the Principles and the Code of Conduct in relation to allegation 1.1

Paragraph 1.3 of the Code - You perform all undertakings given by you and do so within an agreed timescale or if no timescale has been agreed then within a reasonable amount of time.

47. Paragraphs 7 to 46.3 are repeated. It is submitted that the facts set out in those paragraphs provides supporting evidence that the Respondent provided an undertaking in the Response to TA13 form. The undertaking that the Respondent gave was that she would redeem or discharge the mortgages and charges listed in reply to 5.1 on completion. The Respondent consequently breached the undertaking by failing to redeem or discharge the relevant charges upon completion. The charges were eventually redeemed between seventeen and twenty-eight-months post-completion, which cannot objectively be said to be done within a reasonable amount of time.

48. Solicitors' undertakings are a fundamental part of legal practice. Practice areas such as conveyancing rely on the giving and receiving of undertakings to progress matters.

49. In *Briggs & Anor v Law Society* [2005] EWHC 1830 (Admin), the High Court said that solicitors' undertakings are the bedrock of the conveyancing system (emphasis added):

"... the Tribunal was right when they said that the breach of an undertaking is a serious matter. Undertakings are the bedrock of our system of conveyancing. The recipient of an undertaking must be able to assume that once given it will be scrupulously performed. If property purchasers and mortgage lenders cannot give complete confidence in the safety of money they put in the hands of a solicitor in the course of a property transaction our system of conveyancing would soon break down. The breach of an undertaking given by a solicitor damages public confidence in the profession and in the system of undertakings upon which property transactions depend."

50. In failing to redeem or discharge the Charges on completion and in any event, within a reasonable amount of time, the Respondent breached Paragraph 1.3 of the Code.

Principle 5 - You act with Integrity

51. In *Wingate v Solicitors Regulation Authority v Malins* [2018] EWCA Civ 366, the Court of Appeal stated that integrity connotes adherence to the ethical standards of one's profession. In giving the leading judgement, Lord Justice Jackson said:

'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'

52. A solicitor acting with integrity, that is with the high ethical standards expected of the profession would not give an undertaking which they knew could or may not be satisfied by the deadline specified in the undertaking, in this case by 28 September 2022, the date of completion. Therefore, by providing an undertaking that she knew could or may not be performed by the deadline specified and then failing to pay off the outstanding charges against Property A by the completion date, the Respondent did not act with the integrity expected of her profession. The Respondent therefore breached Principle 5 of the SRA Principles 2019.

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

53. The Respondent's conduct undermined public trust in her and the profession. She was a partner at the Firm with significant responsibility for this particular matter. The public would expect her to manage her work with requisite skill, such that she did not breach undertakings or fail to rectify the issues promptly. The public places their trust in conveyancing solicitors to act in significant transactions. Trust in the profession would be undermined by failures to effectively carry out those transactions, with potentially serious consequences. As set out in paragraph 12, the failure to redeem the charges against Property A had an adverse impact upon Kreston Solicitor's client in refinancing the property. The Respondent thereby breached Principle 2 of the SRA Principles 2019.

Allegation 1.2 – providing inaccurate information in relation to the sale of Property A that she knew or ought to have known was inaccurate and/or misleading.

54. The SRA relies upon paragraphs 7 to 46.3 above. Additionally, the SRA relies upon the following facts and matters.

Informing Client A that she had arranged for the equitable charge held by Bank of Scotland to be removed

55. The sale of Property A completed on 28 September 2022.

56. On 28 September 2022, the Respondent sent an email to Client A, copying in Client A's brother, saying *'We have spoken to Birmingham Midshires and Bank of Scotland at length this morning. The equitable charge team will be reviewing and removing the charge but require 6 weeks to confirm removal. We have informed them that the sale is imminent and require confirmation of removal of the equitable entries urgently and have also sent them a fax. We will confirm when the sale has completed today and please do not hesitate to contact me should you have any enquiries'* (NG1 p129).

57. On 30 September 2022, the Respondent sent Client A an email enclosing the Completion Statement (NG1 p120). The Respondent's email (NG1 p226) said *'Following completion of the sale of the above property, please find attached a note of my firm's charges together with a completion statement showing the balance due from the sale proceeds. 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’.

58. The Completion Statement set out the following information:

Sale Price	442,000.00
MONIES IN	
Monies from Client -	
Monies on Account	
	442000
DEDUCT	
Mortgage Redemption - Birmingham Midshires	175,491.33
Pishon Gold Solicitors Cost - sale	3,949.00
Bank of Scotland Equitable charge	161,794.00 **
Equitable charge - Bank of Scotland	22,717.94
Estate Agents Commission Account	5,304.00
Pishon Gold Solicitors Costs - Estate Administration	12,500.00
HF Capital - Marks and Spencer credit card	6,832.79
Mortimer Clarke	17,098.00
Haringey Council	216.00
Enfield Council	6,319.00
	<u>412,222.06</u>
Balance of Completion Funds due to you	29,777.94
** Subject to receipt of discharge document.	
If the additional equitable charge from Bank of Scotland is removed	161794
Balance due.	191,571.94

59. The third entry on the completion statement which says ‘*Bank of Scotland Equitable charge*’ is the BOS Charge listed as charge 8 on the Charges Register.

60. There are two asterisks next to the BOS Charge, and the narrative towards the bottom of the Completion Statement says ‘***Subject to receipt of discharge document*’. This suggests that the Respondent was awaiting receipt of the discharge document. A discharge document would be provided only once payment had been made. It is clear that the Respondent intended the Completion Statement to convey that the BOS Charge had been paid. The email of 30 September 2022 also states in no uncertain terms ‘*We have arranged payment of the agreed charges*’.

61. At paragraph 14 of Client A’s witness statement, she says that upon receipt of the Completion Statement received on 30 September 2022, ‘things did not add up’.

She says that the Respondent had informed her that all the debts owed by her late mother had been sorted however there were debts that remained against the house, as per the Completion Statement. Client A identifies the remaining charges as being the RBS Charge, the Hillesden Securities Limited Charge and the BOS Charge.

62. Client A's witness statement details that she continued to chase the Respondent for responses regarding the debt. Client A received a letter from Bank of Scotland (in connection with the BOS Charge)⁶. The letter is dated 23 May 2023 and refers to account number 'A/32868893-0'⁷. The letter says, *'It has come to our attention that we have not received any sale proceeds in relation to the Charge we hold against the property... We have completed an up-to date Land registry search under Title Number NGL2307 and it shows that the property has been sold and no payment has been made to remove the charge held by Bank of Scotland. As you were the solicitors acting for the estate of [Person B] in the sale, could you please confirm when the sale proceeds are to be remit to Bank of Scotland to enable us to remove our Charge'*.

63. In September 2023, Client A wrote a letter of complaint to the Respondent (**NG1 p133-137**) and there was a telephone conversation between them in October 2023.

64. Between February 2024 and April 2024, Client A continued to chase the Respondent for responses to queries relating to another unresolved debt and there were various email exchanges which are exhibited at (**NG1 p143-148**). In an email dated 6 February 2024, Client A stated *'I need a copy of the letter of this solicitor in relation to the bank of Scotland and The[sic] correspondence of you communicating[sic] them to remove the charge from the land registry and a copy of the actual cheque. As you email me the bank of Scotland letter on the 23 May 2023 was made from the bank of Scotland not from a solicitor a unknown cheque number between you and another solicitor cant be trace'* On the same day the Respondent replied by email in which she wrote, *'I have arranged for copies of the letters to Drydens Fairfax who acted for Bank of Scotland to be forwarded to you'*. (**NG1 p147**). The Respondent did not seek to correct Client A's belief that the BOS Charge had been paid.

65. On 22 April 2024, Client A received an email from the Land Registry which said, *'It appears we have not yet received your application to remove Equitable Charge dated 28 Sept 2009 in favour of Bank of Scotland PLC. Under the reference you*

⁶ The letter is addressed to the Firm; however, it is noted that Client A says that she received the letter.

⁷ As per paragraphs 39 to 41, the account number cited in the letter from Bank of Scotland confirms that the letter relates to the BOS Charge.

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provided I668GCT this application was to remove Equitable Charge dated 6/12/2007 in favour of The Royal Bank of Scotland' (NG1 p150).

66. On 23 April 2024, Client A sent an email to Drydens in which she stated 'My solicitor Adjoa of Pishon Gold Solicitors said she paid the full amount of £156,555.59 in August 2023 to Drydens Fairfax as the acting solicitor for the bank of Scotland.... Unfortunately, I've contacted the land registry, and they said no removal application had been made'. Drydens responded on 26 April 2024: 'Our file was closed on 2 October 2018 and returned to our client, Bank of Scotland Plc (Halifax Division). The last payment we received on this file was £100.00 on 3 January 2017. No further payments were received. If your solicitors can provide more information about where they transferred the money to (bank details and reference number that they used) we will be able to investigate further' (NG1 p152).

67. On 26 April 2024, Client A sent an email to the Respondent setting out what her enquiries into the BOS Charge had revealed and requested a response (NG1 p 155). The Applicant is unaware whether the Respondent replied to Client A's email.

68. As set out in paragraphs 39 to 46.3, the evidence shows that the BOS Charge was not paid until 7 January 2025 when the Respondent made a CHAPS payment directly to Bank of Scotland. Whilst there is a handwritten cheque made payable to Bank of Scotland which is dated 30 December 2024 (NG1 p379), the Applicant has not been provided with a cover letter and the evidence indicates that it was not received by Bank of Scotland.

69. In any event, the Respondent would have known on 30 September 2022 (when she informed Client A that she awaited confirmation from Bank of Scotland in relation to the charge and that she had arranged payment of the agreed charges), that this was untrue because a payment to Bank of Scotland was not attempted until 30 December 2024 at the earliest when the cheque was written, or 7 January 2025 at the latest when the CHAPS payment was sent.

Informing Kreston Law Limited 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

70. On 16 January 2023, Kreston Solicitors sent an email to the Respondent in which they informed her that three charges had not been discharged and that they remained on the Charges Register (NG1 p29). In the email, Kreston Solicitors

provided a screenshot of the remaining charges showing on the Charges Register and requested that these charges be discharged immediately.

71. On 23 January 2023, Kreston Solicitors emailed the Respondent again as they had received no response. Their email requested *'Can you kindly provide us with an update have [sic] managed to query with the lenders, we need below mentioned charges to be removed from the title as soon as possible'* (NG1 p28).
72. In an email dated 6 February 2023, the Respondent replied, *'We refer to the above matter an[sic] will revert by the end of the week with confirmation of the lender's status'* (NG1 p27).
73. Kreston Solicitors responded on the same day and asked the Respondent *'Can you please confirm you have settled the outstanding charges?'* (NG1 p26). The Respondent did not reply to this email and on 13 March 2023, Kreston Solicitors sent a further email chasing a response. In their email they said *'Further to our email below there has not been any development, we have just downloaded current Title attached and the three charges which you have provided undertaking to redeem still remains, as per your undertaking these needs to be removed as soon as possible as our lender client is chasing us, we need you to deal with these urgently otherwise we will have to escalate the matter to SRA for breach of undertaking'* (NG1 p25).
74. The Respondent replied on the same day saying, *'I will chase our lenders urgently and revert before the end of next week'* (NG1 p24).
75. On 11 April 2023, Kreston Solicitors sent a chaser email saying, *'Further to our multiple emails below we are still waiting to hear from you regarding three discharges, our lender client is waiting to hear from us. In your previous email below dated 13/03/2023 you mentioned you will revert to us by end of week dated 13/03/2023. We need urgent response from you as we will need to update our lender client'* (NG1 p23).
76. Between 11 April 2023 and 21 April 2023, Kreston Solicitors continued to chase the Respondent for a reply to the query (NG1 p16-22). In response to Kreston Solicitor's email threatening to escalate the matter to the SRA, the Respondent replied by email at 14:57 on 21 April 2023 saying, *'I am chasing the lenders for confirmation of discharge and will aim to revert on Monday please'* (NG1 p17).
77. Kreston Solicitors chased a further time on 27 April 2023 but received no response until 9 May 2023 when the Respondent sent an email, *'I am away from*

the office until Wednesday due to a family emergency. My colleague Lola is chasing for confirmation of discharge and will get in touch later today failing which I will be in touch on Wednesday when I return. This is very urgent and I trust that this will be resolved urgently without further delay to you' (NG1 p34).

78. On 11 May 2023 at 11:43, Kreston Solicitors sent an email informing the Respondent that they would be making a report to the SRA. This prompted an email from the Respondent the same day who said, *'We have spoken. We confirm that we are chasing for the discharge documents and will forward to you imminently. We appreciate that you have a lender client and need to complete your registration formalities. We will forward confirmation of discharge as soon as received' (NG1 p33).* In response to this, Kreston Solicitors requested that the Respondent provide evidence of payments to the lenders (NG1 p32), to which the Respondent replied, *'Thank you for your email. We will take instructions from the estate and revert' (NG1 p31).*

79. On 17 May 2023, Kreston Solicitors chased by email again, requesting evidence of the discharge of the remaining charges (NG1 p30). The Respondent did not reply to this email.

80. The Applicant repeats paragraphs 39 to 46.3. The evidence shows that the payments made to discharge the RBS Charge, the Hillesden Securities Limited Charge and the BOS Charge were not made until between 17 August 2023 and 7 January 2025. Therefore, when the Respondent informed Kreston Solicitors on 21 April 2023 that *'I am chasing lenders for confirmation of discharge'*, this could not have been true because she had not made a payment to any of the three lenders by this time. The lenders would require payment to be made before they would confirm discharge of the charges over Property A. Therefore, the Respondent sought to mislead Kreston Solicitors by informing them that she was chasing confirmation of discharge which would only be possible if payment had been made.

Informing the SRA that all charges had been paid

81. During the Applicant's investigation, a telephone conversation took place on 24 January 2024 between the IO and the Respondent. Following that telephone call, the IO sent an email to the Respondent summarising the conversation (NG1 p319). In the email the IO repeated what the Respondent had said ***'You told me that there have been three charges on the property in the transaction your firm acted on, which have now been discharged. As I mentioned to you in our conversation the complainant has told us in an email dated 15 December 2023, that the charges are still in place, and this is causing a loss to their client. I would***

be grateful if you could also provide with your response evidence (letters from lenders, correspondence with lenders) showing that the three charges have now been removed.'

82. The Respondent acknowledged the IO's email on the same day (NG1 p318). In this email the Respondent clarified what had been discussed in the telephone call, saying, ***'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. There was one charge which was inadvertently missed (belonging to one of the lenders paid at completion but held as a separate account.) It was inadvertent and once the lender confirmed the status of that account, they were paid to discharge the charge last year'***
83. The IO had said in her email that the Respondent had told her that there had been three charges in the transaction which the firm acted on, which have now been discharged. The Respondent explained that when she had referred to those three charges, she meant that these were the three charges that had been raised by Kreston Solicitors in their complaint. She did not correct the IO's understanding of what she had told her in the telephone conversation, that the three charges had been discharged. She went further still by telling the IO that *'There was one charge which was inadvertently missed (belonging to one of the lenders paid at completion but held as a separate account.) It was inadvertent and once the lender confirmed the status of that account, they were paid to discharge the charge last year'*.
84. The telephone conversation with the IO and the email clarifying her comments took place on 24 January 2024. It can be established that at the time of this telephone conversation and the email to the IO, the payments to discharge the Hillesden Securities Limited Charge and the BOS Charge had not yet been made by the Respondent. Those payments were made on 5 February 2024, 30 December 2024 or 7 January 2025. The information provided to the IO that the charges had been paid was therefore untrue and the Respondent knew that it was untrue.

Breaches of the Principles and Code of Conduct in relation to allegation 1.2

Principle 4 (dishonesty)

85. 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

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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.”

86. Between 30 September 2022 and 24 January 2024 when the Respondent provided the information about the discharge of the charges against Property A to the Applicant, Kreston Solicitors and Client A, the Respondent knew or believed the following matters:

86.1. In respect of what she told Client A and Kreston Solicitors, she knew that payments had not been made to discharge the three outstanding charges, namely the RBS Charge, the Hillesden Securities Limited Charge and the BOS Charge.

86.2. She knew in October and November 2022 that the BOS Charge had not been paid because MDRL wrote to her about the charge which remained on the Charges Register and provided the balance. She therefore knew that the BOS Charge had not been discharged on completion.

86.3. She also knew in May 2023 that the BOS Charge was still outstanding because on 23 May 2023, the Bank of Scotland wrote to the Firm noting that they had not received payment of their charge, despite the sale of Property A.

86.4. In respect of what she informed the Applicant, she knew that payment had not been made to discharge the Hillesden Securities Limited Charge and the BOS Charge because she only made these payments after 24 January 2024, and not before.

86.5. The Respondent knew on 14 August 2023 and 1 February 2024 that the RBS Charge had not been paid on completion (i.e. 28 September 2022) or before 14 August 2023. This is because on 2 November 2022, Drydens wrote to the Firm regarding the amount required to redeem the Charge. Drydens wrote to the Firm again on 20 July 2023 in which it noted that no payment had been received despite the sale of Property A. On 14 August 2023, the Respondent wrote to Drydens enclosing a cheque to discharge the RBS charge. On 1 February 2024 the Respondent wrote to them again to ask them to remove the charge from the Charges Register. She therefore knew on 30 September 2022, 21 April 2023 and 24 January 2024, that the RBS Charge had not been paid on completion.

87. In those circumstances, the Respondent was dishonest by the standards of ordinary decent people.

Principle 5 - Integrity

88. In *Wingate v Solicitors Regulation Authority v Malins [2018] EWCA Civ 366*, the Court of Appeal stated that integrity connotes adherence to the ethical standards of one's profession. In giving the leading judgement, Lord Justice Jackson said:

'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'

89. A solicitor acting with integrity, that is with the high ethical standards expected of the profession would not have sent emails to her client, another solicitor and her regulator which contained inaccurate and misleading information regarding the payment of outstanding charges, when she knew the information she was providing was inaccurate. A solicitor acting with integrity would ensure that the information she was providing was accurate, particularly where others were relying upon the veracity of the information she was giving them, and if she was unsure as to the accuracy, a solicitor acting with integrity would check the

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position. The Respondent therefore failed to act with integrity and breached Principle 5 of the SRA Principles 2019.

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

90. The Respondent's conduct amounted to a breach of the requirement to behave in a way which maintains the trust placed by the public in her and in the provision of legal services.

91. Public confidence in the Respondent, in solicitors and in the provision of legal services is likely to be undermined by solicitors acting in this manner. The Respondent was in a position of trust and responsibility in relation to Client A. It was incumbent upon her, upon being requested to provide information by Client A, another solicitor and her regulator, to ensure that the information she provided was accurate. A member of the public would also expect a solicitor to ensure that her client and others are not misled, at risk of being misled and / or provided with misleading information in relation to the true position in the matter.

92. The Respondent therefore breached Principle 2 of the SRA Principles 2019.

Principle 7 – acting in the client's best interests

93. The Applicant repeats paragraphs 55 to 69.

94. Principle 7 requires solicitors to act in the best interests of each client. A solicitor acting in their client's best interest would ensure that the client's debt was paid and would deal with matters in a timely manner. They would not ignore the client's requests for explanations thereby putting the client in a position of having to chase for a response, having to make their own enquiries and as a last resort, having to submit a complaint. A solicitor acting in their clients' best interests would ensure that the client is provided with accurate information regarding their matter.

95. The Respondent's conduct therefore breached Principle 7 of the SRA Principles 2019.

Paragraph 1.4 of the Code of Conduct

96. Paragraph 1.4 of the Code of Conduct for Solicitors, RELs and RFLs 2019 requires solicitors not to mislead or attempt to mislead clients or others by acts or

omissions. The Respondent's conduct in providing inaccurate and or misleading information to the Applicant, Kreston Solicitors and Client A between 30 September 2022 and 24 January 2024 relating to the discharge of the charges against Property A, represents a breach of Paragraph 1.4 of the Code of Conduct.

Paragraph 4.2 of the Code of Conduct

97. Paragraph 4.2 of the Code of Conduct requires solicitors to safeguard money and assets entrusted to them by clients and others.
98. The Respondent received the proceeds from the sale of Property A into the Firm's client account. The Respondent was required to use those sale proceeds to make payments to the lenders in order to discharge the charges and mortgages against Property A and to do this by the completion date, i.e. 28 September 2022. The reason for this was to ensure that Person B's estate paid its debts and Kreston Solicitor's client took ownership of Property A with no outstanding charges against it.
99. Between 28 September 2022 and 6 January 2025, the Respondent failed to use the sale proceeds to pay the estate's debts and discharge all of the charges against Property A, requiring both Client A and Kreston Solicitors to send numerous correspondences enquiring about the position of the proceeds from the sale and the discharge of the charges. The Respondent therefore breached Paragraph 4.2 of the Code of Conduct.

Allegation 1.3 – failing to cooperate fully with the SRA's investigation

100. The SRA relies upon paragraphs 7 to 13. A chronology of engagement between the Applicant and the Respondent is set out at **(NG1 p311-316)**. Additionally, the Applicant relies upon the following facts and matters.
101. Following the receipt of the report from Kreston Solicitors, on 26 June 2023 an IO at the Applicant sent an email to the Respondent providing a copy of the report from Kreston Solicitors and asking her to provide a response to the following by 4 July 2023 **(NG1 p335)**:
- 101.1. Confirmation of whether she accepted that the Firm had given an undertaking to remove the charges in question;
 - 101.2. The reason for the delay in complying with the undertaking
 - 101.3. What steps are being taken to remedy the situation

102. The Respondent replied by email on 30 June 2023 stating that she was away with family and would be returning to the UK on 5 July 2023. She confirmed that she would provide a substantive response upon her return (**NG1 p334**).
103. The Respondent did not respond by 5 July 2023 and a chaser email was sent to the Respondent on 10 July 2023 asking when she would provide her response (**NG1 p333**).
104. The Respondent replied by email on 11 July 2023 advising that her colleague who had been assisting had passed away in the last few days. The Respondent requested to provide a response by Friday, 14 July 2023, which the investigation Offer agreed to (**NG1 p332**).
105. The Respondent did not provide a response by 14 July 2023 and on 24 July 2023, the IO sent an email chasing a response (**NG1 p331**). The Respondent replied on 27 July 2023 apologising for the delay and advised that she would provide a response by 31 July 2023 as she had been assisting with her colleague's funeral arrangements which was taking place that day (**NG1 p330**).
106. The Respondent did not respond on 31 July 2023 and the IO sent a chaser email on 5 August 2023 asking for an urgent update (**NG1 p330**). The Respondent did not reply to this email either. A further chaser email was sent on 11 August 2023 in which the IO informed the Respondent that unless a response was received by 14 August 2023, they would escalate the matter for a potential breach of paragraph 3.3 of the Code of Conduct for Firms in addition to the index concern for breach of undertaking (**NG1 p329**).
107. The Respondent sent an email on 18 August 2023 apologising for the delay and explaining that the emails had not been showing in her inbox and had been recovered. She also explained that she had been in and out of the office for most of the month and had missed the email (**NG1 p328**).
108. The Respondent's email went on to say, *'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)'*. The Respondent confirmed that she would provide a fuller response the following week (**NG1 p328**).

109. The IO replied by email on 19 August 2023 confirming that the matter was considered serious enough to merit further investigation and that the matter would be passed to another IO to look at the concerns in more detail (**NG1 p328**).
110. On 6 October 2023, the new IO sent an email to the Respondent making Initial contact and requesting a response to the initial email of 26 June 2023. The IO gave a deadline of 20 October 2023 for a response (**NG1 p239-240**).
111. The Respondent did not respond by the 20 October 2023. The IO sent an email on 9 November 2023 requesting a response by 17 November 2023. The IO's email also informed the Respondent that, *'In the absence of a response from you we will issue a Production Notice under Section 44B of the Solicitors Act 1974, in respect of the information we requested which will place you under a statutory obligation to provide a response'* (**NG1 p238-239**). The Respondent replied on 10 November 2023 in which she acknowledged the email and confirmed that she would provide her response by 13 November 2023 (**NG1 p325**).
112. The Respondent did not provide a response by 17 November 2023 and consequently on the 24 November 2023, the IO served a Production Notice ("the First PN") under Section 44B of the Solicitors Act 1974 to obtain information and documents in the Respondent's possession. The deadline for responding to the First PN was 8 December 2023 (**NG1 p324**).
113. On the 15 December 2023 the IO sent an email to the Respondent informing her that she had failed to respond to the First PN by 8 December 2023. The Respondent was given until 21 December 2023 to respond (**NG1 p324**).
114. On 15 December 2023 the Respondent replied by email, *'I am just seeing your emails as it had gone into a filtered folder and was not easily visible. Am sincerely sorry to see that this appears to have been so escalated and will call you on Monday morning. I was away from the office for a brief period in November and early this month and have only just seen your email and production notice'* (**NG1 p323**).
115. On 10 January 2024, the IO emailed the Respondent and confirmed that whilst she would be happy to speak with her, she would need to provide a written response to the First PN. The IO also reminded the Respondent of her obligations under paragraphs 7.3 and 7.4 of the Code of Conduct for solicitors, RELs and RFLs and 3.2 and 3.3 of the Code of Conduct for Firms and that persistent failure to deal with the issue would be a potential aggravating factor which would be taken into consideration when deciding the appropriate

disciplinary action. The IO requested a response to the First PN by 25 January 2024 (**NG1 p322**). In her email of 11 January 2024, the Respondent apologised, explaining that she had prepared a response but was hoping to speak with the IO first. She indicated that it was out of character for her and she would contact the IO the following week and forward the formal response (**NG1 p321**).

116. A telephone conversation took place between the Respondent and the IO on 24 January 2024. Following the telephone call, the IO sent an email to the Respondent summarising the conversation. In the email she stated that the Respondent had said *'You told me that there have been three charges on the property in the transaction your firm acted on, which have now been discharged. As I mentioned to you in our conversation the complainant has told us in an email dated 15 December 2023, that the charges are still in place, and this is causing a loss to their client. I would be grateful if you could also provide with your response evidence (letters from lenders, correspondence with lenders) showing that the three charges have now been removed* (**NG1 p319**).

117. The IO also confirmed that the Respondent could provide her response to the First PN by 29 January 2024 (**NG1 p319**). The Respondent acknowledged by email on the same day. In that email the Respondent clarified what had been discussed in the telephone call, she said, *'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. There was one charge which was inadvertently missed (belonging to one of the lenders paid at completion but held as a separate account.) It was inadvertent and once the lender confirmed the status of that account, they were paid to discharge the charge last year'* (**NG1 p318**).

118. The Respondent failed to respond by 29 January 2024. On 31 January 2024, the IO sent an email reminding the Respondent of the deadline and provided her with a further extension until 2 February 2024. The Respondent did not provide a response to that email either.

119. On 14 February 2024, the IO sent an email to the Respondent in which she sought clarification of matters that had been discussed during their telephone call on 24 January 2024. The IO's email requested clarification of the following points:

- 119.1. On what basis have you told us that the charges have been paid given the information shown at the Land Registry?
- 119.2. What was your belief at the time you told us that the charges have been paid?
- 119.3. If the charges have been paid, please state the reason they remain

- outstanding with the Land Registry.
- 119.4. Please provide copies of correspondence with the lenders in respect of these charges and evidence that they have been paid.
- 119.5. Bearing in mind what you told me on 24 January 2024, in respect of the difficulties you had to face in 2023 and your persistent failure to respond to the Production Notice and correspondence in general, we are concerned about your compliance with your regulatory obligations.
- 119.6. Please provide a breakdown of your firm staff and the firm's structure. Please set out the number of unadmitted staff and their responsibilities.
120. The IO requested a response by 29 February 2024. The Respondent did not respond. The IO sent a further chaser email on 19 March 2024 informing the Respondent that they would now proceed to recommend referral to the Tribunal and that a Notice would be served by the end of April 2024 (**NG1 p342**).
121. On 15 May 2024, the Respondent replied by email apologising for missing the deadline and explaining that she had experiencing a number of bereavements and was currently in Ghana. She confirmed that she would be returning on 16 May and confirmed that her Firm had chased for confirmation of discharge and to date had not had a response back from Royal Bank of Scotland. She noted that their equitable charge had been removed and confirmed that she would check the title again on her return to confirm that all the other charges had been removed (**NG1 p327**).
122. On 11 June 2024, the IO replied to her email, asking her to provide full responses to her email of 14 February 2024, to provide all correspondence relating to her contact with Royal Bank of Scotland chasing the discharge. She confirmed that in the absence of a response by 18 June 2024, they would proceed to recommend disciplinary action in respect of her conduct.
123. On 18 June 2024, the IO emailed the Respondent to inform her of the second complaint received from Client A. The IO served a further Production Notice ("the Second PN") pursuant to Section 44B of the Solicitors Act 1974 to request documents in the Respondent's possession in order to investigate the second complaint. The Respondent was required to respond by 3 July 2024 (**NG1 p353-354**).
124. The Respondent replied on 28 June 2024 requesting further time to respond due to an ongoing client account audit, which included Client A's file (**NG1 p352**). The IO confirmed agreement to an extension until 3 July 2024, subject to receipt of correspondence from the auditors confirming the audit.

125. The Respondent did not provide a response by 3 July 2024, nor did she provide a copy of correspondence from the auditors. On 15 August 2024, the IO sent an email to the Respondent setting out her non-cooperation, failure to respond to the Production Notices and stressing the importance of receiving her response by 30 August 2024 (**NG1 p355**).
126. The Respondent replied on 4 September 2024 saying that she would be collecting the client files on Monday and would revert 'imminently'. The Respondent's emails also forwarded email exchanges with the auditor which confirmed that Client A's file was being audited (**NG1 p356-359**).
127. The Respondent emailed the IO on 13 September 2024 to confirm that the client account audit would conclude shortly, and she would forward the documents requested (**NG1 p360**).
128. On 16 October 2024, the IO emailed the Respondent noting that despite assurances made on 13 September 2024, she had not provided the client file as requested in the Second PN. The IO also requested the Firm's bank account details for the office and client account. The IO requested a response by 30 October 2024.
129. The Respondent replied on 18 October 2024 apologising for the delay in responding and explained that this was due to family memorials, travelling and not receiving the client file. She stated that she would be in touch the following week as she was finalising an AML visit and thematic review (**NG1 p362**).
130. On 10 December 2024, the Notice recommending disciplinary action in accordance with rule 2.3 of the SRA Regulatory and Disciplinary Procedure Rules was served upon the Defendant by email.

Breaches of the Principles and Code of Conduct in relation to allegation 1.3

Paragraph 7.3 of the Code - You cooperate with the SRA, other regulators, ombudsmen, and those bodies with a role overseeing and supervising the delivery of, or investigating concerns in relation to, legal services

Paragraph 7.4 of the Code - You respond promptly to the SRA and: (a) provide full and accurate explanations, information and documents in response to any request or requirement; and (b) ensure that relevant information which is held by you, or by third parties carrying out functions on your behalf which are critical to the delivery of your legal services, is available for inspection by the SRA.

131. The Applicant repeats paragraphs 100 to 130. The Respondent failed to respond to various emails sent to her between June 2023 and October 2024, often delaying in responding to emails and where she did respond, she failed to provide documents and information requested. Even when served with two Production Notices pursuant to Section 44B of the Solicitors Act 1974, the Respondent still failed to provide the requested information and documents. To date, the Respondent has not provided a written response to the two Production Notices.
132. The Respondent's failure to fully co-operate with the SRA and her failure to provide information and documents breached both 7.3 and 7.4 of the Code of Conduct for Solicitors RELs and RFLs 2019.

The SRA's investigation

133. The conduct came to the attention of the SRA on 19 May 2023 when it received a report from Kreston Solicitors.
134. On 26 June 2023 the Applicant wrote to the Respondent providing a copy of the report from Kreston Solicitors and asking her to provide a response to the alleged conduct.
135. Between 26 June 2023 and 18 October 2024, there were various email exchanges between the IO and the Respondent in which the IO sought information and documentation from the Respondent. Within this period, the IO served two Production Notices upon the Respondent, both of which have not been responded to.
136. On 10 December 2024, the IO served the Notice recommending disciplinary action in accordance with rule 2.3 of the SRA Regulatory and Disciplinary Procedure Rules upon the Respondent (**NG1 p504-521**).
137. The Respondent sent an email to the IO on 10 December 2024 in which she acknowledged her delayed responses and requested the IO 'hold fire'. (**NG1 p372**).

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138. On 11 December 2024, the IO invited the Respondent to provide her representation by 7 January 2025 and indicated that she would be willing to agree an extension if necessary (**NG1 p373**).
139. On 10 January 2025, the IO sent an email to the Respondent noting that no representations had been received by 7 January 2025. The IO provided the Respondent with a further opportunity to provide representations by 15 January 2025, following which the matter would be referred to an Authorised Decision Maker ('ADM') (**NG1 p322**).
140. On 16 January 2025, the IO wrote to the Respondent noting that no representations had been received and therefore the matter was now being referred to an ADM (**NG1 p375-376**).
141. On 7 February 2025, an ADM decided to refer the allegations to the Tribunal (**NG1 p522-526**).

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

Nadine Gabbidon

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Dated this 14 day of May 2025

Sensitivity: General

BEFORE THE SOLICITORS DISCIPLINARY TRIBUNAL

Case No:

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

AND IN THE MATTER OF:

SOLICITORS REGULATION AUTHORITY LIMITED

Applicant

and

MAAME ADJOA DOKU DJAN-KROFA

Respondent

**APPENDIX 1 TO STATEMENT PURSUANT TO RULE 12 (2) SOLICITORS
(DISCIPLINARY PROCEEDINGS RULES) 2019**

Relevant Rules and Regulations

SRA Principles 2019

You act:

Principle 2: in a way that upholds public trust and confidence in the solicitor's profession and in the legal services provided

Principle 4: with honesty

Principle 5: with integrity

Principle 7: in the best interests of each client

SRA Code of Conduct for Solicitors, RELs and RFLs 2019

Paragraph 1.3

You perform all undertakings given by you, and do so within an agreed timescale or if no timescale has been agreed then within a reasonable amount of time.

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Paragraph 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).

Paragraph 4.2

You safeguard money and assets entrusted to you by clients and others.

Paragraph 7.3

You cooperate with the SRA, other regulators, ombudsmen, and those bodies with a role overseeing and supervising the delivery of, or investigating concerns in relation to, legal services.

Paragraph 7.4

You respond promptly to the SRA and:

- (a) provide full and accurate explanations, information and documents in response to any request or requirement; and
- (b) ensure that relevant information which is held by you, or by third parties carrying out functions on your behalf which are critical to the delivery of your legal services, is available for inspection by the SRA