

SOLICITORS DISCIPLINARY TRIBUNAL

SOLICITORS ACT 1974

IN THE MATTER OF [*RESPONDENT 1*], solicitor (First Respondent)

and

[*RESPONDENT 2*], solicitor (Second Respondent)

and

PAMELA JOAN WARNER (formerly Randall) solicitor's clerk (Third Respondent)

Upon the application of Gerald Malcolm Lynch (10297-2009)

and Geoffrey Williams QC (10479-2010)

on behalf of the Solicitors Regulation Authority

Mr I R Woolfe (in the chair)

Mr S Tinkler

Mr R Slack

Date of Hearing: 9th November 2010

FINDINGS & DECISION

Appearances

Mr Geoffrey Williams QC of The Mews, 38 Cathedral Road, Cardiff, CF11 9LL for the Applicant in both cases.

[*RESPONDENT 1*] and [*RESPONDENT 2*] both appeared and were represented by David Elwyn Barton, solicitor, of 13-17 Lower Stone Street, Maidstone, Kent ME15 6JX.

Pamela Joan Warner (formerly Randall) did not appear and was not represented.

The application in case number 10297-2009 was dated 21 July 2009.

The application in case number 10479-2010 was dated 12 March 2010.

Allegations

1. [Withdrawn]
2. In breach of the provisions of Practice Rule 1 and Practice Rule 6 of the Solicitors Practice Rules 1990 [*RESPONDENT 1*] and [*RESPONDENT 2*] failed to notify lenders of material facts and to act in the best interests of mortgagee clients.
3. Contrary to the provisions of Rule 13 of the Solicitors Practice Rules 1990 [*RESPONDENT 1*] and [*RESPONDENT 2*] failed to adequately supervise staff in the conveyancing and accounts departments of their firm and the activities of Raphael Olisa Osili who was a struck off solicitor.
4. Pamela Joan Warner (formerly Randall) having been employed by solicitors but not being herself a solicitor had in the opinion of the SRA occasioned or been party to, with or without the connivance of a solicitor, acts or defaults in relation to a legal practice which involved conduct on her part of such a nature that in the opinion of the SRA it would be undesirable for her be involved in legal practice.

Allegations 2 and 3 were admitted by [*RESPONDENT 1*] and [*RESPONDENT 2*].

The Applicant requested leave to proceed in the absence of Mrs Warner (formerly Randall). The Tribunal was referred to a letter dated 25 March 2010 from Mrs Warner in which she stated she had no intention of attending any such hearing or allowing herself to be made ill by the accusations made. She stated she was returning the folder which had been sent to her unread and that she was not in a position to deny or otherwise anything which may be contained in the folder. Mrs Warner had been sent a letter by Special Delivery by the Tribunal on 30 June 2010 notifying her of today's hearing date and on 5 November 2010 the Applicant had sent her his Schedule of Costs also referring to today's hearing date. The Applicant submitted Mrs Warner knew about the substantive hearing today, she had no intention to participate in these proceedings and he asked the Tribunal to proceed in her absence. The Tribunal having considered the matter carefully granted permission for the proceedings to take place in Mrs Warner's absence.

Factual Background

1. [*RESPONDENT 1*] was admitted as a solicitor in 2002 and was now aged 49 years. [*RESPONDENT 2*] was admitted as a solicitor in 2002 and was now aged 39 years. At all material times [*RESPONDENT 1*] and [*RESPONDENT 2*] practised together in partnership [*NAME AND ADDRESS REDACTED*]. In or about February 2007, the firm changed its name to Henshaw Solicitors. [*RESPONDENT 1*] and [*RESPONDENT 2*] joined the firm in 2005 when the now struck off solicitor Raphael Osili was a principal. They both became partners in August 2005 when Mr Osili became a consultant. He was struck off the Roll of Solicitors on 6th December 2005.
2. At all material times, Mrs Pamela Joan Warner (formerly Randall) ("Mrs Warner") was employed as a conveyancing clerk and described as the firm's Head of Conveyancing. She was dismissed in July 2007.

3. The Forensic Investigation Department of the Solicitors Regulation Authority (“SRA”) investigated Lords Solicitors (“the firm”) and produced two reports dated 9 February 2007 and 17 April 2009. The Forensic Investigation Officer (“FIO”) noted irregularities in property transactions including a failure to notify mortgagee clients of material facts namely that the transactions were back to back, or that deposits had been paid direct to the seller. The firm had failed to observe Annex 25G of the Guide to the Professional Conduct of Solicitors 1999 and in many matters there was no evidence that the mortgagee clients had been advised of the unusual circumstances of the transactions.
4. During the course of the investigation, *[RESPONDENT 1]* provided the FIO with copy letters purporting to notify mortgagee clients of these unusual circumstances at the relevant time. *[RESPONDENT 1]* confirmed the letters had been given to him by Mrs Warner. However, an examination of the relevant computer files indicated that letters had been created on the computer on the evening of 21 November 2006 and had therefore been backdated. In interview Mrs Warner said she had been unable to find any original copies and had panicked; she believed the letters had been sent but hard copies had not been retained, and therefore had produced letters retrospectively from templates. Mrs Warner apologised for having tried to deceive the FIO. Mrs Warner had conducted a number of conveyancing transactions which were of concern. In all such cases the mortgagee clients had been deprived of material information. In several cases there was a misrepresentation of purchase prices actually paid for properties.
5. On 27 February 2007 the SRA wrote to all the Respondents for explanation as to the position. Solicitors acting for *[RESPONDENT 1]* and *[RESPONDENT 2]* responded stating Mrs Warner had been responsible for matters raised by the Forensic Investigation Report.
6. Solicitors acting on behalf of Mrs Warner responded on 2nd April 2007 stating that *[RESPONDENT 1]* and *[RESPONDENT 2]* checked the computers and were able to confirm that the letters given to the FIO were copies of the original versions created on the dates they were sent. This was not stated to the FIO at the time in explanation. The FIO had suggested to *[RESPONDENT 1]* that all letters had been backdated which was not challenged by the Respondents until much later. It was claimed by Mrs Warner's solicitors that there had been a misunderstanding and that Mrs Warner was said to be shocked by the allegation in the Report. Their letter stated that the firm produced to the FIO several letters from lenders acknowledging receipt of the firm's letter as to unusual circumstances. However these letters were on unrelated matters where they had been properly advised and where they were happy to proceed. None of the lenders confirmed receipt of the “backdated” letters and all five who replied said they had no record of having been advised.
7. On 24 July 2007 Mrs Warner's solicitors wrote again and stated:
 - (i) Mrs Osili, the wife of the struck off solicitor, was employed as an unadmitted clerk and involved in some of the transactions inspected. Other work had been done by a clerk, NS. (The FIO understood that Mrs Osili was the book-keeper who worked mainly from home and was not concerned directly with conveyancing matters. Mrs Warner was Head of Conveyancing).

- (ii) There was a large quantity of documentation which represented a backlog in filing within the office and rather than sort through that quantity, Mrs Warner arranged that copies could be printed from the computer. It was said, on her behalf, that this was the only extent to which she “created” documentation.
 - (iii) It was alleged that an interview took place during the course of which Mrs Warner explained how she had created the documents. In four out of the five cases, all of which related to HS, she had merely printed letters which had been on the system and, in fact, in the fifth case she printed a letter to show what she believed had happened. This was inaccurate and misleading as the FIO’s replies on his notes of the meeting with Mrs Warner confirmed that the letters concerned related to at least ten matters not just those of HS.
8. On 5 September 2007 Mrs Warner, through her solicitors, submitted an amended statement making various allegations as to the involvement of the struck off solicitor Mr Osili in the partnership after the date of his striking off and of the circumstances in which files were dealt with and the extent of her involvement therein.
 9. Mrs Warner was critical of *[RESPONDENT 1]* and *[RESPONDENT 2]*. She claimed her reference had been used on correspondence without her knowledge and that Mr Osili and *[RESPONDENT 1]* had created false letters and documents on the computer for the FIO. She stated that she did not create false letters. While she fully appreciated that she should have revealed these “facts” a long while ago, she said she had been asked not to do so, in order to protect her then employers. She offered an apology for failing previously to reveal these issues.
 10. This statement was so at odds with the original position taken up by Mrs Warner that it was felt essential that a further full investigation of the matters she raised should be undertaken. As a result the second inspection took place and the second report dated 17 April 2009 was produced. There was evidence that Mr Osili continued to deal with client matters on behalf of the firm after he was struck off the Roll. *[RESPONDENT 1]* and *[RESPONDENT 2]* had acknowledged that Mr Osili continued to contact clients during the year 2006 but said that they had no knowledge of this at the time. The FIO established that substantial sums of money were paid to Mr Osili from the firm’s accounts and that until December 2006 an office account of the firm was operating in the name of Mr Osili. There were individual cases where the evidence indicated the involvement of Mr Osili and circumstances where the firm’s office had been used by Mr Osili for the issue and receipt of documents. *[RESPONDENT 1]* could not explain how the earlier correspondence had been sent from or had arrived at the firm’s address without his knowledge. He could not explain how the firm’s letterhead had been utilised.
 11. In a further case the correspondence to and from the client concerned indicated clearly the presence of Mr Osili in the office, dealing with that client’s affairs. In that case a complaint by the client was made to the Legal Complaints Service in August 2007 raising the issue that the firm had failed to notify him that Mr Osili had left the firm.
 12. The Tribunal reviewed all the documents submitted by the Applicants which included:

- (i) Rule 5 Statement together with all attachments;
 - (ii) Rule 8 Statement together with all attachments;
 - (iii) Schedule of Costs dated 5 November 2010;
 - (iv) Witness Statement of Robert Bernard Sage dated 1 March 2010.
13. The Tribunal reviewed all the documents submitted by the Respondents which included:
- (i) Letter dated 10 August 2010 from the SRA to *[RESPONDENT 2]*;
 - (ii) Bundle of references relating to *[RESPONDENT 1]*;
 - (iii) Bundle of references relating to *[RESPONDENT 2]*;
 - (iv) A number of copy emails dated between 25 April 2006 and 10 July 2007 from Mrs Warner to Mr Osili, Mrs Osili and *[RESPONDENT 1]* and from Mrs Warner's husband to Mrs Warner;
 - (v) Letter dated 16 February 2009 from Mr Osili to the SRA;
 - (vi) Letter from the SRA to *[RESPONDENT 1]* dated 23 April 2009;
 - (vii) Letter dated 23 February 2009 from Mr Osili to the SRA;
 - (viii) Schedule of financial position of *[RESPONDENT 1]*;
 - (ix) Schedule of financial position of *[RESPONDENT 2]*;
 - (x) Letter dated 8 November 2010 from J Nelson & Company Chartered Certified Accountants to the Tribunal together with enclosure;
 - (xi) Letter from Silverbury Limited to *[RESPONDENT 2]* and *[RESPONDENT 1]* dated 2 February 2010;
 - (xii) Debit note from Capita Insurance Services dated 27 October 2010;
 - (xiii) Letter dated 25 March 2010 from Mrs Warner.

Witnesses

14. The following witness gave oral evidence:-
- Robert Bernard Sage (Forensic Investigation Officer of the Solicitors Regulation Authority).

Findings as to Fact and Law

15. The Tribunal had considered carefully the submissions of all parties and all the documents provided. Allegation 1 had been withdrawn and the Tribunal found allegations 2 and 3 were proved, indeed these were admitted by *[RESPONDENT 1]* and *[RESPONDENT 2]*.

16. In relation to allegation 4, which was against Mrs Warner only, the Tribunal had heard evidence from Mr Sage who confirmed that Mrs Warner had acknowledged she had created all the “backdated” letters and she apologised to Mr Sage for doing so. She acknowledged the letters had not been created on the date stated on those letters. She did not say that she had not acted on those matters. She did not give Mr Sage any indication that the files were not her files, nor did she say she had been asked to create the “backdated” letters or that *[RESPONDENT 1]* had been involved in the creation of those letters. She had not told Mr Sage at the time of his interview with her that her reference number had been used by other fee earners. Mr Sage had confirmed that the correspondence on the relevant files contained Mrs Warner’s reference number and the indications were that she had dealt with these files. Mr Sage admitted he was not helped by Mrs Warner constantly shifting her position but, based on the evidence he had seen, he believed she had acted for the clients on the transactions concerned. Mr Sage also confirmed that when he had checked the computer, it was clear that the letter given to him by Mrs Warner, which he had examined, had been created the previous day.
17. Mr Sage had also confirmed in cross examination that *[RESPONDENT 1]* had not known the letters had been backdated and that Mrs Warner had told him that she had panicked when she had been unable to find any copies of letters sent to lenders. She having believed those letters had been sent but that hard copies were not retained or saved, and so she had used templates on the computer to produce the letters she had given him. She had admitted to Mr Sage that those letters were produced retrospectively and apologised for having tried to deceive him. Mr Sage had accepted there was no suggestion that *[RESPONDENT 1]* or anyone else had been involved in the backdating of the letters.
18. The Tribunal was satisfied that Mrs Warner had clearly backdated at least one letter created on 21 November 2006 which had been handed to Mr Sage on 22 November 2006. She had admitted the letter had been produced retrospectively and had apologised to Mr Sage for trying to deceive him. Mrs Warner had not been consistent with the version of events presented to the FIO and subsequently to the SRA and it was clear to the Tribunal that her version of events was unreliable. The Tribunal accepted the Applicant’s submissions that Mrs Warner had been less than frank in her dealings with Mr Sage and the Authority, and as a result had misled them and subsequently offered differing explanations as to her degree of involvement. The Tribunal was satisfied that allegation 4 was proved against Mrs Warner.

Mitigation

19. Mr Barton on behalf of *[RESPONDENT 1]* and *[RESPONDENT 2]* submitted that the recurring theme throughout these events had been the unreliability of Mrs Warner and that *[RESPONDENT 1]* and *[RESPONDENT 2]* had nothing to do with the creation of false or backdated documents. These two Respondents had been naive and insufficiently vigilant and had learned from their mistakes. They had taken things at face value and had trusted people when they should not have done so.
20. They accepted they were unable to supervise conveyancing staff as they were not conveyancers themselves. They accepted responsibility as principals for information

that had been conveyed to lenders. The Tribunal was referred to the various documents submitted by the First and Second Respondents and in particular a letter dated 10 August 2010 from the SRA who had recently investigated their firm, now known as Henshaw Solicitors. The letter confirmed that everything was in order and there were no concerns. When the firm became Henshaw Solicitors they had actually relocated offices in order to distance themselves from Mr Osili.

21. Neither *[RESPONDENT 1]* nor *[RESPONDENT 2]* had known in August 2005 that Mr Osili was due to appear before the Tribunal in December 2005. He had simply indicated he required partners for his practice but did not inform either *[RESPONDENT 1]* or *[RESPONDENT 2]* of the conditions on his practising certificate or of the impending disciplinary hearing. Indeed, one of those conditions was that Mr Osili could not practise without another partner in place. *[RESPONDENT 1]* and *[RESPONDENT 2]* were informed by the SRA in December 2005 that Mr Osili had been struck off the Roll of Solicitors. He did not inform them himself and having had control of the practice he did not readily give it up. *[RESPONDENT 1]* and *[RESPONDENT 2]* had no idea that Mr Osili was continuing to be involved in the practice in any way, and indeed they did not benefit financially from his involvement.
22. Mr Osili had offered to sell his practice to *[RESPONDENT 1]* and *[RESPONDENT 2]* for £500,000 and they had agreed to this and made payments to him. Mrs Osili was still the bookkeeper of the practice and *[RESPONDENT 1]* and *[RESPONDENT 2]* realised that she should have stopped working as the bookkeeper when Mr Osili was struck off. It was submitted that Mrs Warner and Mrs Osili were aware of some of Mr Osili's activities. The Tribunal was referred to a number of emails that had been found on Mrs Warner's computer when she left the firm in June 2007. These were emails she had sent to Mr Osili of which the Respondents had known nothing. Indeed, they were horrified to see the series of emails between Mrs Warner, Mrs Osili and Mr Osili. On one particular email Mrs Warner had written to Mr Osili, "Have you got this file at home Raf? If not do you want me to deal with it". On another email she had written "I think this is for you Raf?" There were further emails from her to Mrs O which appeared to update the position regarding funds held on various transactions.
23. Whilst Mrs Warner had been quite unpleasant about both *[RESPONDENT 1]* and *[RESPONDENT 2]* in her letters to the SRA, she had sent an email to *[RESPONDENT 1]* in January 2007 stating:

"Rob and I think the world of you and have the utmost respect for you and you know, I hope, would do anything freely to help and support you. I also need to thank you for helping me through the investigation by Bob Sage...we owe you a huge thank you for keeping us in a job and please know you will always have our undivided loyalty, respect and love – there are not enough people like you..."
24. Both *[RESPONDENT 1]* and *[RESPONDENT 2]* had a good trusting relationship with Mrs Warner however, it could be seen from a further email she sent to her husband in July 2007 that she planned to blame them for the problems. She had written in an email to her husband dated 10 July 2007:

“I’ll give them another two weeks to sort it and then I’ll go find a job in Licensed Conveyancers and take business with me and if they want to play dirty then I will with Law Society – I can turn it around to them being they supervise me.”

In a further email sent on the same day to her husband she had written:

“I trust Victor more than anyone”

and

“Also this exercise is also for me to step off the front line and work on papers in the background which takes the stress away from me, i.e. I’m still doing the papers which is what I like and being paid the same but without all the stress of the clients chasing me personally, agents and solicitors, i.e. I’m now just anonymous which at the end of the day doesn’t matter.”

She had also stated:-

“... the situation is shit with me but that’s Raf’s fault... it’s been really awful for them to have got into especially when initially they just joined Raf to help him keep the business going and got landed with all this rubbish.”

Mr Barton submitted the documents spoke for themselves and it was clear that Mrs Warner knew Mr Osili kept files at home and that he was dealing with transactions. Mr Osili had retained ownership of the building, he had kept the top floor for his own use and he had retained an estate agency business within the building so he had access to the building. There was no change of locks as the building was a listed building and both *[RESPONDENT 1]* and *[RESPONDENT 2]* now realised they had been naive in their business dealings with him and in trusting him. Whilst Mr Osili did not have permission to enter their offices, he had clearly embarked on a course of conduct in order to preserve his own interests with no regard for the consequences on others.

25. The position now was that *[RESPONDENT 1]*’s wife was the book-keeper of the practice and the firm submitted six monthly accountant’s reports to the Authority. The firm was currently in the Assigned Risks Pool with a very large insurance premium to pay but intended to get itself out of the Pool as soon as possible providing both *[RESPONDENT 1]* and *[RESPONDENT 2]* were not prevented from continuing practising. There were current conditions on their practising certificates which prevented them from practising as sole practitioners.
26. The Tribunal was provided with details of the personal backgrounds of both *[RESPONDENT 1]* and *[RESPONDENT 2]* and details of their financial positions. Both Respondents were very ashamed and embarrassed to be before the Tribunal and offered their sincere regret. They recognised their own shortcomings and took equal responsibility for what had happened. They accepted they had allowed an environment to be created which had enabled the circumstances to happen and had tried to be frank and honest with the Tribunal. The Tribunal was referred to a number of character references provided for both *[RESPONDENT 1]* and *[RESPONDENT 2]*.

The Tribunal was reminded that both Respondents had reported Mr Osili's activities to the police but the police had been unable to trace him.

27. Mrs Warner had stated in her letter dated 25 March 2010 to the Tribunal that she had no intention of working in a solicitor's office again. She had been a conveyancing clerk for 27 years and had never encountered difficulties. She said she had been guilty of being naive and trusting and she felt she had been used as a scapegoat.

Costs Application

28. The Applicant requested an Order for his costs and provided the Tribunal with a Schedule indicating the costs came to a total of £50,861.92. He estimated 10% of those costs were attributable to Mrs Warner although the second Forensic Investigation Report had been provoked by her letter of 5 September 2007. The majority of the costs related to the Forensic Investigation which had required a considerable amount of work.
29. Mr Barton on behalf of *[RESPONDENT 1]* and *[RESPONDENT 2]* submitted that whilst Mr Williams QC's costs were not disputed, the costs of the Forensic Investigation were excessive. The second Report which had been instigated by Mrs Warner's statement of 5 September 2007 had in fact started after *[RESPONDENT 1]* and *[RESPONDENT 2]* had reported Mr Osili to the police in February 2007. The costs claimed were excessive and indeed, the second Forensic Investigation Report claimed to have taken over 208 hours which seemed very high. The second Report had related to Henshaw Solicitors and as the first Report had taken 86 hours, there was a huge disparity between the time spent on each Report. Whilst *[RESPONDENT 1]* and *[RESPONDENT 2]* accepted they would have to pay some costs, it was submitted that these figures were far too high. Both Respondents requested the Tribunal to assess costs so that matters could be concluded.

Previous Disciplinary Sanctions before the Tribunal

30. None.

Sanction and Reasons

31. The Tribunal had listened carefully to the submissions of all parties and had considered the documents provided, including the references. The Tribunal was of the view that this was a serious case. *[RESPONDENT 1]* and *[RESPONDENT 2]* had been naive and perhaps foolish, indeed the Applicant spoke about a dismal failure to observe mortgagee clients' interests. *[RESPONDENT 1]* and *[RESPONDENT 2]* were not conveyancers, yet they had signed documents without understanding those documents or their implications. They could not and should not have supervised other conveyancing staff in such circumstances. *[RESPONDENT 1]* and *[RESPONDENT 2]* had wholly failed to supervise Mrs Warner, and this had permitted clear mortgage fraud to take place which might yet give rise to serious losses for the lender clients. Mortgage fraud was, at the time, a well appreciated risk. As a result of the failure to supervise, there had been a failure to notify mortgagee clients of unusual circumstances which could have led to those mortgagee clients refusing to lend money on those transactions. *[RESPONDENT 1]* and *[RESPONDENT 2]* had also

failed to put proper controls in place, and this had enabled Mr Osili to continue to trade, albeit unknown to them in the name of the firm.

32. *[RESPONDENT 1]* and *[RESPONDENT 2]* had breached the fundamental principle of proper supervision and had caused damage to the reputation of the profession. However, the Tribunal took into account their previous good record and the references provided. The Tribunal was satisfied that neither of these Respondents was a danger to the public although their conduct had meant that the firm did not act in the best interests of its mortgagee clients. In all of the circumstances, the Tribunal ordered that *[RESPONDENT 1]* be fined £8,000 and *[RESPONDENT 2]* be fined £8,000.
33. In relation to Mrs Warner she had back dated letters and provided them to the FIO with the intention of misleading him as to the true date of their creation and the Tribunal was satisfied that her conduct was such that it would be undesirable for her to be involved in legal practice in the future. Accordingly, the Tribunal granted the Order sought under Section 43 of the Solicitors Act 1974 (as amended).

Decision as to Costs

34. In relation to the question of costs, the Tribunal appreciated that the aggregate of the penalty imposed on *[RESPONDENT 1]* and *[RESPONDENT 2]* together with the costs in this case was high, particularly in the context of their current income. The Tribunal hoped the SRA would be merciful and provide the Respondents with time to pay.
35. The Tribunal had considered details of *[RESPONDENT 1]* and *[RESPONDENT 2]*'s financial circumstances and the Costs Schedule in detail. The Tribunal reduced the amount of costs claimed by the SRA. In particular, the Tribunal considered the costs of the second Forensic Investigation Report ought to be substantially reduced as a very considerable amount of time was spent in the preparation of that Report but very little additional information was disclosed as a result of it. Taking all the circumstances into account, the Tribunal assessed the Applicant's costs in the total sum of £30,000 and ordered *[RESPONDENT 1]* to pay a contribution towards the Applicant's costs in the sum of £12,000, *[RESPONDENT 2]* to pay a contribution towards the Applicant's costs in the sum of £12,000 and Mrs Warner to pay a contribution towards the Applicant's costs in the sum of £6,000. The Tribunal was mindful that both *[RESPONDENT 1]* and *[RESPONDENT 2]* had properties earning a rental income and the valuations given in relation to those properties had been estimated by the Respondents themselves.

Orders

36. The Tribunal Ordered that the Respondent, *[RESPONDENT 1]* of Newport Pagnall, MK16, solicitor, do pay a fine of £8,000.00, such penalty to be forfeit to Her Majesty the Queen, and it further Ordered that he do pay the costs of and incidental to this application and enquiry fixed in the sum of £12,000.00.
37. The Tribunal Ordered that the Respondent, *[RESPONDENT 2]* of, Newport Pagnall, MK16, solicitor, do pay a fine of £8,000.00, such penalty to be forfeit to Her Majesty

the Queen, and it further Ordered that he do pay the costs of and incidental to this application and enquiry fixed in the sum of £12,000.00

38. The Tribunal Ordered that as from 9th day of November 2010 except in accordance with Law Society permission:
- (i) no solicitor shall employ or remunerate, in connection with his practice as a solicitor Pamela Joan Warner (formerly Randall) of 67 Hayden Avenue, Finedon, Wellingborough, Northamptonshire, NN9 5ES;
 - (ii) no employee of a solicitor shall employ or remunerate, in connection with the solicitor's practice the said Pamela Joan Warner;
 - (iii) no recognised body shall employ or remunerate the said Pamela Joan Warner;
 - (iv) no manager or employee of a recognised body shall employ or remunerate the said Pamela Joan Warner in connection with the business of that body;
 - (v) no recognised body or manager or employee of such a body shall permit the said Pamela Joan Warner to be a manager of the body;
 - (vi) no recognised body or manager or employee of such a body shall permit the said Pamela Joan Warner to have an interest in the body;

And the Tribunal further Ordered that the said Pamela Joan Warner do pay the costs of and incidental to this application and enquiry fixed in the sum of £6,000.

Dated this 23rd day of February 2011

On behalf of the Tribunal

I R Woolfe
Chairman