

SOLICITORS DISCIPLINARY TRIBUNAL

IN THE MATTER OF THE SOLICITORS ACT 1974

Case No. 12016-2019

BETWEEN:

SOLICITORS REGULATION AUTHORITY

Applicant

and

CATHERINE ANN SANDBACH

Respondent

Before:

Mr J. A. Astle (in the chair)

Mr W. Ellerton

Mrs S. Gordon

Date of Hearing: 14 January 2020

Appearances

There were no appearances as the matter was dealt with on the papers.

JUDGMENT ON AN AGREED OUTCOME

Allegations

1. The Allegations against the Respondent, a solicitor and formerly an assistant solicitor in the litigation department at Woodfines Solicitors LLP (“the firm”), made by the Applicant were that she:
 - 1.1 Between 1 February 2016 and 31 May 2016, deliberately misled her client Ms SD in relation to her boundary dispute matter by causing Ms SD to believe that her matter was progressing through the Court when she knew that Court proceedings had not been issued, thereby breaching all or alternatively any of Principles 2, 4, 5 and 6 of the SRA Principles 2011 and failing to achieve Outcomes 1.1 and 1.5 of the SRA Code of Conduct 2011.
 - 1.2 Between 1 August 2015 and 31 May 2016, deliberately misled her client Mr TM in relation to his business dispute matter by causing Mr TM to believe that his matter was progressing through the Court when she knew that Court proceedings had not been issued, thereby breaching all or alternatively any of Principles 2, 4, 5 and 6 of the SRA Principles 2011 and failing to achieve Outcomes 1.1 and 1.5 of the SRA Code of Conduct 2011.
 - 1.3 On or around 14 December 2015, whilst acting for Mr SJ on an annulment of a bankruptcy order matter, fabricated and backdated an e-mail (dated 30 November 2015 and timed at 15:12) purportedly sent to the Insolvency Service in order to mislead her client Mr SJ into believing that she had acted on his instructions and issued the annulment application by the 30 November 2015 deadline when she knew that was not true as she had not issued the annulment application, thereby breaching all or alternatively any of Principles 2, 4, 5 and 6 of the SRA Principles 2011 and failing to achieve Outcomes 1.1, 1.2 and 1.5 of the SRA Code of Conduct 2011.

In addition, Allegations 1.1, 1.2 and 1.3 inclusive were advanced on the basis that the Respondent's conduct was dishonest. Dishonesty was alleged as an aggravating feature of the Respondent's misconduct but was not an essential ingredient in proving the Allegations.

Factual Background

2. The Respondent was admitted to the Roll of Solicitors on 15 September 2009. At the time of the Rule 5 statement the Respondent did not hold a current practising certificate. At the material time she was working as an assistant solicitor in the litigation department at the firm, the address of which is: 16 St Cuthbert's Street, Bedford, MK40 3JG.

Application for the matter to be resolved by way of Agreed Outcome

3. The parties invited the Tribunal to deal with the Allegations against the Respondent in accordance with the Statement of Agreed Facts and Outcome dated 10 January 2020 annexed to this Judgment (“the Agreed Outcome”). The parties submitted that the outcome proposed was consistent with the Tribunal’s Guidance Note on Sanctions.

4. In the Agreed Outcome the Respondent admitted all the Allegations against her including the allegation of dishonesty. The agreed sanction was that she be struck-off the Roll and it was further agreed that she pay costs in the sum of £2,600.

Findings of Fact and Law

5. The Applicant was required to prove the allegations beyond reasonable doubt. The Tribunal had due regard to the Respondent's rights to a fair trial and to respect for her private and family life under Articles 6 and 8 of the European Convention for the Protection of Human Rights and Fundamental Freedoms.
6. The Tribunal reviewed all the material before it and was satisfied beyond reasonable doubt that the Respondent's admissions were properly made.
7. The Tribunal considered the Guidance Note on Sanction (November 2019). In doing so the Tribunal assessed the culpability and harm identified together with the aggravating and mitigating factors that existed.
8. The Tribunal noted that this was a case involving significant dishonesty. It was repeated across several clients over a period of time. The Tribunal agreed that the appropriate sanction was a strike-off on the basis that no lesser sanction was justified given the severity of the misconduct. The Tribunal then considered whether there were any exceptional circumstances such that would justify a lesser sanction than a strike-off. There were no such circumstances advanced and the Tribunal did not identify any based on the material before it. It was a sad case but one that could only result in the Respondent being struck-off the Roll. The Tribunal therefore approved the Agreed Outcome.

Costs

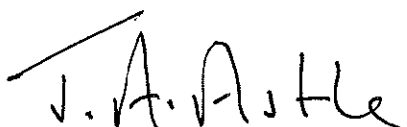
9. The Tribunal was content with the level of costs agreed between the parties.

Statement of Full Order

10. The Tribunal Ordered that the Respondent, CATHERINE ANN SANDBACH, solicitor, be STRUCK OFF the Roll of Solicitors and it further Ordered that she do pay the costs of and incidental to this application and enquiry fixed in the sum of £2,600.00.

Dated this 23rd day of January 2020

On behalf of the Tribunal



J. A. Astle
Chairman

JUDGMENT FILED WITH THE LAW SOCIETY

30 JAN 2020

IN THE MATTER OF THE SOLICITORS ACT 1974

SOLICITORS REGULATION AUTHORITY

Applicant

CATHERINE ANN SANDBACH

Respondent

STATEMENT OF AGREED FACTS AND PROPOSED OUTCOME

1. By its application dated 21 October 2019, and the statement made pursuant to Rule 5(2) of the Solicitors (Disciplinary Proceedings) Rules 2007 which accompanied that application, the Solicitors Regulation Authority ("the SRA") brought proceedings before the Solicitors Disciplinary Tribunal making three allegations of misconduct against Ms Catherine Ann Sandbach.

2. The allegations against Ms Sandbach, made by the SRA within that statement were that:
 - 2.1 Between 1 February 2016 and 31 May 2016, she deliberately misled her client Ms SD in relation to her boundary dispute matter by causing Ms SD to believe that her matter was progressing through the Court when she knew that Court

proceedings had not been issued, thereby breaching all or alternatively any of Principles 2, 4, 5 and 6 of the SRA Principles 2011 and failing to achieve Outcomes 1.1 and 1.5 of the SRA Code of Conduct 2011.

2.2 Between 1 August 2015 and 31 May 2016, she deliberately misled her client Mr TM in relation to his business dispute matter by causing Mr TM to believe that his matter was progressing through the Court when she knew that Court proceedings had not been issued, thereby breaching all or alternatively any of Principles 2, 4, 5 and 6 of the SRA Principles 2011 and failing to achieve Outcomes 1.1 and 1.5 of the SRA Code of Conduct 2011.

2.3 On or around 14 December 2015, whilst acting for Mr SJ on an annulment of a bankruptcy order matter, she fabricated and backdated an email (dated 30 November 2015 and timed at 15:12) purportedly sent to the Insolvency Service in order to mislead her client Mr SJ into believing that she had acted on his instructions and issued the annulment application by the 30 November 2015 deadline when she knew that was not true as she had not issued the annulment application, thereby breaching all or alternatively any of Principles 2, 4, 5 and 6 of the SRA Principles 2011 and failing to achieve Outcomes 1.1, 1.2 and 1.5 of the SRA Code of Conduct 2011.

3. In addition, dishonesty was alleged as an aggravating factor with respect to each of these allegations.

4. Ms Sandbach admits each of these allegations. She also admits the aggravating feature of dishonesty attached to each allegation.

Agreed Facts

5. The following facts and matters, which are relied upon by the SRA in support of the allegations set out within paragraphs 2 and 3 of this statement, are agreed between the SRA and Ms Sandbach.

5.1 Ms Sandbach [REDACTED] was admitted to the Roll of Solicitors on 15 September 2009. She now lives in Scotland. She does not hold a current practising certificate.

5.2 At the time of the admitted misconduct, the details of which are set out in this document, Ms Sandbach was working as an assistant solicitor in the litigation department at Woodfines Solicitors LLP, 16 St Cuthbert's Street, Bedford, MK40 3JG.

5.3 The admitted misconduct took place before Ms Sandbach left Woodfines Solicitors on 25 May 2016.

Allegation 1.1

5.4 Prior to the Respondent's departure from the firm, Mr Keith Jones, a partner in the firm and the Respondent's supervisor, took charge of the file of Ms SD, which he then reviewed following the Respondent's departure and subsequently produced a report setting out his findings. His report derived "from the case file and from enquiries of my colleagues." The case of Ms SD was a property dispute matter and "was...handled exclusively by Catherine Sandbach between 4 February 2016 and 26 April 2016", although it is the Respondent's case that Mr Jones supervised all of her matters and her outgoing post was checked by him.

- 5.5 A Client Care Letter dated 6 February 2016 was sent to Ms SD and can be summarised as follows:
- i. It confirmed that Ms SD had instructed the Respondent to represent her interests in a dispute which had arisen concerning the boundary between [REDACTED]
 - ii. It confirmed the steps that the Respondent would take following the initial meeting with Ms SD, those being that she would write to the owners of [REDACTED] to ask them to remove the new fence that they had erected between the two properties and threatening an injunction if they failed to so do.
 - iii. It provided some information in relation to costs and stated that the client was arranging a payment on account in the sum of £410 in relation to Court fees and Land Registry fees.
- 5.6 On 8 February 2016, the Respondent sent, on Ms SD's behalf, a letter to Mr RS and Mrs VS in the terms set out in the Client Care Letter.
- 5.7 Monies on account in the sum of £410, which related to Court fees and Land Registry fees, were received on 9 February 2016.
- 5.8 Time recording ledgers on the file show that work was carried out on 8 February 2016.
- 5.9 On 19 February 2016, the Respondent took a telephone call from Ms C, the agent responsible for letting the property owned by Ms SD. On that occasion,

Ms C was enquiring as to whether the Respondent had an update on the matter. The Respondent explained to Ms C that the other side to the dispute was not showing a "willingness to engage" and, in light of that, indicated that she saw "no option but to get the matter into court now, with the Land Registry alongside."

5.10 The Respondent recorded in her telephone attendance note that "she would keep them all informed as to the court progress."

5.11 On 26 February 2019, having returned from honeymoon, Ms SD telephoned the Respondent for an update on her case. The telephone attendance note records as follows:

"CAS attending S...D...(S...).

SD confirming that she has now returned and would like to hear when we know anything with relation to court proceedings and in particular any hearing date.

CAS confirmed that she would keep SD informed."

5.12 As at the date of this telephone call, the Respondent had not issued Court proceedings on behalf of her client Ms SD but does not appear to have told her that during the course of the telephone conversation.

5.13 Mr Jones reported that, on 16 March 2016, Ms SD telephoned the firm's offices to speak with the Respondent in order to obtain an update on the matter. When the Respondent was not available to take the call, Ms SD asked for a call back. At that, the Respondent instructed Mrs Sarah Craddock, "one of the secretarial team" at the firm to call Ms SD back. Further details of what

took place are set out in the witness statement of Mrs Craddock, dated 25 October 2017, which can be summarised as follows:

- i. Mrs Craddock stated that she understood that her statement may be used in evidence in an investigation by the Solicitors Regulation Authority.
- ii. She stated that she had been working for the firm since 2001, and in the firm's litigation department since 2009.
- iii. She referred to an email which she sent to the Respondent at 09:35 on 16 March 2016, having had a telephone conversation with Ms SD and she recalled as follows:

"This relates to a telephone conversation which I had with S...S..., a client. Earlier that morning, Ms S... had telephoned our office. I took the call. She asked about the position with her court proceedings. I cannot now remember which exactly, but I either said to Ms S...that I would speak to Cathy and call her back or I put her on hold. Either way, I spoke to Cathy about the enquiry and she told me to tell Ms S...that we had not heard from the court but would let her know as soon as we did. She also told me to tell the client that if the client queried the lack of progress, I should tell her that this was quite usual."

- iv. She concluded her witness statement by referring to the exhibit to her witness statement and by stating that she telephoned Ms SD back and updated her in accordance with the instructions she had received from the Respondent. Mrs Craddock indicated that the Respondent did not respond to her email.

- 5.14 On 1 April 2016, the Respondent wrote to Ms SD. In her letter, the Respondent enclosed an invoice in the sum of £1,776.00 dated 31 March 2016 and told SD that "...we have now reached the financial year end for the firm, and accordingly I have taken the opportunity to have an invoice drawn up in relation to the work preceding the court work on this matter. That includes the preparation of the statements and the statutory declaration which you kindly signed and returned to me, for the purposes of the adverse possession process at the Land Registry."
- 5.15 The invoice dated 31 March 2016 included items connected with Court proceedings such as, "Work on documents (inc drafting statements)." It also included a disbursement for a Court issue fee in the sum of £280.00. The Respondent also told the client in her letter that, "...I will do what I can to press the court for a hearing in relation to this matter as soon as possible." It is noted that, as at 1 April 2016, Court proceedings had not been issued on Ms SD's matter.
- 5.16 Having received the letter dated 1 April 2016 enclosing the invoice dated 31 March 2016, Ms SD emailed the Respondent at 08:27 on 4 April 2016 to say that she had paid the firm's invoice in full on that day by way of a BACS transfer.
- 5.17 Ms SD's email also included the following comment: "When the incident first took place, you thought this would be in court when I got back from my honeymoon (over a month ago now). Is there anyway we can move this forward or can you please inform me when you think this is going to proceed."
- 5.18 Mr Jones sets out what took place after 4 April 2016 in this report, namely:

- i. On Friday 13 May he spoke with the Respondent and informed her that she was being dismissed from the firm's employ as of 25 May 2016. By the Respondent's choice, her last working day would be Friday 20 May, but she was informed that she would receive pay until the last day of her contract on 25 May 2016 and would receive a payment in lieu of three months' notice after 25 May 2016.
- ii. Upon the Respondent's suggestion, it was agreed that, for the period from 13 May 2016 to 20 May 2016, the Respondent would only carry out administration tasks to prepare handover notes for her replacement and would not be expected to speak to clients.
- iii. On 19 May 2016, prior to the Respondent's departure from the firm, Mrs Craddock took a telephone call from Ms C, who was enquiring as to whether there was yet a date for a Court hearing. The file was passed to Mr Jones at this time.
- iv. Mr Jones spoke with Ms SD on 24 May 2016 and arranged to meet with her and Ms C on 26 May 2016. Ms C had made a formal complaint although Mr Jones made the point that Ms SD was the firm's client, not Ms C.
- v. Mr Jones met with Ms SD and Ms C on 26 May 2016, as arranged. He stated that "they were concerned about the progress with proceedings and wanted to know exactly what was going on, particularly as Ms Sandbach had now left the firm."
- vi. Mr Jones reported that he explained to Ms SD that proceedings had not been issued. He stated that Ms SD and Ms C were angry about that.

- vii. He reassured them that he would “personally make arrangements for proceedings to be issued as soon as possible and that this would be carried out free of charge.”
- viii. After that, he instructed counsel to settle the proceedings. In the event, counsel advised taking the Land Registry route (despite the client’s initial instructions preferring Court proceedings) “... and in due course the client was reinstated as the registered proprietor of the disputed land.”

Allegation 2.2

- 5.19 The Respondent acted for Mr TM in relation to a dispute he had with his fellow directors of a private limited company.
- 5.20 Mr TM was initially advised by another solicitor in the firm’s commercial department who had suggested that he seek a freezing injunction. However, in August 2015, the case was transferred to the Respondent.
- 5.21 On 7 August 2015, the Respondent e-mailed Mr TM to let him know that she had taken over conduct of the matter at the firm. In the same email, the Respondent told Mr TM “...that she would provide him...with draft documents shortly for his review,” and “...asked whether he was available that day to swear an affidavit in support of an application for a freezing injunction.”
- 5.22 An email which the Respondent sent to Mr TM on 12 August 2015, at 09:09, can be summarised as follows:
 - i. The Respondent stated in her email that she had attempted to send the documents to Mr TM during the course of the previous day, but to no avail.

- ii. Documents were attached to the email which included: a draft affidavit, a draft Order for the Court and a draft application form.
- iii. The Respondent asked Mr TM to “check the draft affidavit for inaccuracies,” asked him to check the information contained within the documents, particularly the figures, and explained the significance of the undertakings set out in the draft Order.

5.23 Mr TM replied to the Respondent’s email on the same day at 13:36. In his e-mail, he stated that he had been unable to open the draft Order that was attached to the Respondent’s original e-mail and provided further information.

5.24 The Respondent replied at 16:47 on the same day. She attached a PDF version of the Order in the hope that Mr TM would be able to open it, acknowledged the additional information which Mr TM had sent, and stated that she was making the changes that he had requested.

5.25 The Respondent e-mailed Mr TM on 10 August 2015, at 17:16, referring to some draft documents which she was preparing for him. She apologised for the delay and stated, “I should have these with you by email tomorrow...” She also acknowledged receipt of some cheques which Mr TM had sent to the firm.

5.26 On 24 August 2015, at 12:30, the Respondent emailed Mr TM, outlining the amendments that she had made to the documents and asking him, in particular, to check the affidavit.

5.27 Mr TM replied on the same day, at 13:34, in the following terms:

“Catherine

It all looks ok

Apart from Baits is spelt as bates on the freezing order under the respondent.

Please change and send off

Thank you

Regards

Trevor.”

5.28 Having not heard back from the Respondent with confirmation that she had sent the documents to Court, on 15 September 2015, Mr TM sent an email to the Respondent, asking for an update.

5.29 Mr TM chased the Respondent again for a further update on 24 September 2015.

5.30 He chased again on 29 September 2015 at 20:44.

5.31 On 7 October 2015, the Respondent took steps to identify a London agent, with a view to proceedings being issued. She contacted Edwin Coe LLP, who she had not been able to instruct on another matter due to a conflict of interest.

5.32 Mr TM asked the Respondent for an update again on 21 October 2015. His email, timed at 15:50, read as follows:

“Catherine

Can you give me an urgent update please !?

As I thought everything would have been sorted and actioned by now.

Thank you

Regards

T...”

5.33 The Respondent e-mailed Mr TM on 22 October 2015. Her email, timed at 09:44, can be summarised as follows:

- i. She told Mr TM that she was expecting to hear from the Court “about the injunction outcome” the following day.
- ii. She told Mr TM that she had “added to” her affidavit and asked Mr TM to let her know if he required a copy.
- iii. She told Mr TM that, “[i]t may take a little time for any typed order to get to us through the court systems...”
- iv. She told Mr TM that she thought it likely that the Court would require him “to issue proceedings to recover the debt” and advised that that might be through the County Court rather than the High Court.

5.34 Mr TM contacted the Respondent by e-mail on 28 October 2015 for an update. The first line of his email read “Have you any news or update please !?”

5.35 Following that, on 2 November 2015, the Respondent emailed Ms Penny Haynes at Edwin Coe LLP to say that, “after some amendments to the various papers, the final version of the affidavit was finally sworn last week...” She again asked Ms Haynes if Edwin Coe LLP could act for the firm as agent, asked for confirmation as to how they would like the fee to be paid and whether they would be content to receive the papers by email.

5.36 Three minutes later, at 09:40, the Respondent emailed Mr TM. She stated that she had been in touch with the agent that morning, “to ask them if they can attend at the court again to chase this up ASAP.” She also stated that she hoped that the agent would be able “...to get a copy of the relevant documents

over the counter today and forward it to us...both by email and through the DX (document exchange) system.”

- 5.37 Mr TM responded the following day, at 13:58.
- 5.38 Within thirty minutes of having received that email, the Respondent contacted Mr Ben Rippengale, Clerk to Ms Kira King of Counsel at New Square Chambers, to enquire as to her availability “to assist with a freezing injunction application on a dispute over a director’s loan.” See email timed at 14:21 on page 140.
- 5.39 The Respondent did not reply to her client’s email until 18:57 that day. In her response to Mr TM, she stated that she would “pass on” his “concerns” to the Court “in the form of a written complaint (as the judges are currently encouraging us to do).” She also stated that she would “keep calling the relevant parties to try to get...a concrete update, and confirmation as to the position for your buyer of the equipment as well.”
- 5.40 There is a further email to the Clerk to Ms Kira King of Counsel, dated 10 November 2015 and timed at 16:15. In her email, the Respondent referred to needing “to get this matter moving” and said that she would “send over some formal instructions shortly.”
- 5.41 Shortly after that, Mr Rippengale replied to the Respondent’s email to ask, “[a]re we looking to issue this week?”
- 5.42 The following day, at 12:39, the Respondent received an email from her client, chasing for an update.

5.43 The Respondent replied at 18:09 that day. Amongst other things, she said that:

- i. She was "still struggling a bit with the court."
- ii. She had "asked a barrister to see whether there is anything she can do when at the court."
- iii. The agents she had "previously mentioned" did "not appear to have gotten anywhere."
- iv. She would be out of the office on the following day.
- v. She apologised "for the very brief response" but that was because she had "had little chance to deal with...emails" that day.
- vi. She needed to leave the office shortly.
- vii. She would "review everything properly" and update him "more thoroughly" on the following Friday.

5.44 In the meantime, the Respondent received correspondence from Ms Kira King of Counsel regarding the Court documents. Ms King emailed the Respondent at 17:09 on 16 November 2015 attaching the affidavit which she had reviewed and on which, following her review, she had marked up a number of tracked changes. She also asked a number of questions in her email.

5.45 By 13:52 on the following day, the Respondent had not sent a response to Ms King. Therefore, Ms King sought an update and clarification on her instructions.

5.46 Mr TM again chased the Respondent for "an urgent update" on 2 December 2015.

5.47 On 12 January 2016, Mr TM sent another short chasing email to Ms Sandbach and to Mr Mount. Mr TM had also contacted the Respondent and Mr Mount

about the matter on 4 December 2015, having already spoken to Mr Mount (another solicitor within the firm). Mr TM chased again on 26 February 2016.

5.48 Mr TM waited until 6 March 2016 to hear back from the Respondent. He e-mailed her again asking her for an update. The first line of his email read: "Can you please give me an update!?" and he then went on to request the contact details of the Court so that he could contact the Court direct to find out why it was taking so long to progress matters.

5.49 On 8 March 2016, at 22:28, Mr TM wrote to the Respondent expressing his frustration and attaching a photograph.

"Catherine

Please see below !

This was posted last night !

This is what some of my money that would have been in the account somewhere has been spent on !

I'm fuming ! The court has now had what you sent them for 7 months and done nothing !

I need you to get hold of whoever you need to now and get things recorded and happening with the court !

I need this actioned this week please

Please advise urgently

Thank you

Regards

Trevor."

5.50 The Respondent replied the following morning, at 09:44. She started her email by thanking Mr TM for his email and then went on to:

- i. say that she could not see the picture very well.
- ii. ask for clarification on the image.
- iii. ask Mr TM two questions regarding expenditure.
- iv. state that she was monitoring "both companies' positions with Companies House."

5.51 At no point in her e-mail did the Respondent mention the position as to an application to the Court.

5.52 The next development in this matter was that, on 5 April 2016, there was a telephone conversation between Mr TM and the Respondent during which Mr TM raised various issues including a concern about the other directors appointing another shareholder." It is noted that, in the final paragraph of her note, the Respondent wrote that "CAS confirmed that she would contact the barrister and the court and see whether something can be done to speed something through."

5.53 On 6 April 2016, the Respondent sent a letter to the clerk to Miss King enclosing "a cheque in the sum of £500 as partial payment" of a fee note. In her letter, the Respondent stated that she was "requesting the remaining sums" from her client and would forward those on as soon as possible. She also asked if the matter "could be brought back to Miss King's attention" because her client had "further information and would like to proceed with the matter." Finally, she stated that she would be writing to Ms King with further instructions in due course.

- 5.54 On 11 April 2016, Mr TM emailed the Respondent to say “Hi Catherine Any news as you were going to give me an update by the end of last week !?” The e-mail was timed at 17:49.
- 5.55 On 14 April 2016, in an email timed at 11:06, the Respondent stated, amongst other matters, the following:
- “From the discussions that I have had with the barrister on this matter, we should be able to get the court to look at this matter next week, or early in the following week,
- The barrister will present the matter at court to try to get the injunction ASAP, but has asked me if I can clarify a few things arising from the affidavit I did, and to which I will be adding by virtue of the information regarding the share transfer...”
- The Respondent then went on to set out a list of questions.
- 5.56 On 29 April 2016, at 17:59, the Respondent e-mailed Mr TM to say that “The matter will be dealt with next week unfortunately...”
- 5.57 Mr TM sent chasing emails on 5 May 2016, 6 May 2016, 10 May 2016 and on 12 May 2016.
- 5.58 The Respondent emailed her client on 12 May 2016 at 16:32 to say,
- “Hi T...
- Sorry for the delay in updating you. I am trying to get details for you, and it now looks like I should have these tomorrow.
- I’ll be in touch then.
- Kind regards ...”

- 5.59 Mr TM chased the Respondent again on 18 May 2016. In his email, timed at 16:43, he said "Can you give me an update please, it's now 2 months over from when the court said they would look at it now, and it's a week tomorrow since you said I should have had an answer." He chased her again on 23 May 2016.
- 5.60 As has already been stated, the Respondent had been advised that she was to be dismissed from employment at the firm on 13 May 2016 and after that date it had been agreed that she would carry out administrative duties and need not have any direct contact with clients until her contract came to an end on 25 May 2016. All contact from clients during that time was to be referred to Mr Jones.
- 5.61 Mr Jones, at paragraph 21 of his report, refers to a dictated memorandum, dated 23 May 2016 (which was after the Respondent had left the Firm), which the Respondent produced as a file handover note when carrying out administrative duties following the decision to terminate her employment.

The following sections of her memorandum are noteworthy:

"The client has provided additional information, and I have amended the affidavit, but I did not get round to swearing it again and getting it back to counsel for her to make the application."

"I have been going round in circles and this one is very behind, having spoken to the client regarding this and getting it into court some time ago."

"This one will need some work on it to put things right and to bring things up to date, and I was hoping to get some more done this week but have not had the chance."

In the event, following the Respondent's departure from the firm, a locum solicitor by the name of Ms Sian Stephens took over conduct of this matter. Ms Stephens attended at the Royal Courts of Justice, Queen's Bench Division of the High Court, on 2 June 2016, with Ms King. Ms King appeared before Mr Justice Soole. It will be noted that the judge was critical of the way in which the matter had been handled (Ms Stephens' Court attendance note appears at pages 195 and 196).

In particular:

- i. Mr Justice Soole had an "immediate concern" regarding the delay in the matter, especially taking into consideration the fact that a requirement for the application before him was urgency.
- ii. The judge referred to the fact that there was "a demand in July 2015 and then there is nothing happening until now."
- iii. Mr Justice Soole asked about the delay from July 2015 and Ms Stephens recorded that "The claimant was actually under the impression that proceedings had been progressing in this matter and that the freezing injunction had been issued; however this impression was provided to the claimant by the solicitors, but the reality of the situation is that the proceedings had not commenced."
- iv. Ms Stephens also recorded that "Counsel explains that she was instructed to draft the court paperwork in this matter in November and then the matter according to her went cold and insofar as she is instructed a new solicitor has joined the firm last week and took on this case and now has conduct of this file." (paragraph 3 of Ms Stephens' attendance note on page 195).
- v. Mr Justice Soole asked whether "it was previous solicitors that had misinformed the claimant".

vi. Mr Justice Soole considered ordering an undertaking for the firm "to draft a witness statement providing evidence of this particular aspect of delay" however Ms King of Counsel said that an undertaking could not be given as the firm were at the time "conducting their own investigation into this matter" which had "only come to light a week ago." Ms Stephens' note also recorded that Ms King told the judge that the firm had informed their professional indemnity insurers of this matter.

5.62 Thereafter, Mr TM's matter did make progress. However, following correspondence with Ms Stephens and Mr Jones, on 26 July 2016 he made a formal complaint to the firm in relation to various issues that he had with the service he had received. It is noted that, in his email, Mr TM sets out his concerns as to the fees charged by the firm on his matter, the standard of service he received, the lack of supervision over his matter and an allegation that he had been "misled on many issues".

Allegation 2.3

5.63 The Respondent acted for Mr SJ in relation to a matter in which he was seeking to either appeal, or have annulled, a bankruptcy order.

5.64 The Respondent sent an e-mail to Mr SJ at 18:10 on 23 November 2015. The Respondent started her email with the following sentences:

"Further to our telephone conversation earlier today, please find attached copies of the correspondence to you. I have printed these and signed them again today since you had not received them earlier."

- 5.65 On 20 November 2015, the Respondent received an e-mail from Ms Suki Bains at BRI, a private firm of insolvency practitioners.
- 5.66 In her email, Ms Bains stated that she would be content to speak directly with Mr SJ. There were then further exchanges between the Respondent and Ms Bains. In her email, the Respondent stated that she had passed Ms Bains' contact details on to the Respondent and stated that she was not sure what the nature of Mr SJ's instructions would be in respect of an annulment/rescission. In her response, Ms Bains stated that her colleague had spoken to Mr SJ the day before and that he had gone away to consider his options.
- 5.67 Mr SJ emailed the Respondent at 14:49 on 26 November 2015. The reason for his writing to the Respondent can be found at the start of the second paragraph of that email where he said,
- "I would like to discuss the best grounds for an annulment."
- 5.68 Following that, on Friday 27 November 2015 at 15:21, Mr SJ forwarded to the Respondent an e-mail exchange he had had with the Insolvency Service. It is noted that, in an e-mail to Mr SJ of 27 November 2015 and timed at 2:33pm, Ms A Baird, an Insolvency Examiner at the Insolvency Service, made it clear that a deadline of 30 November 2015 for notifying her of any potential annulment application remained.
- 5.69 On the following Monday, 30 November 2015, the Respondent sent an email to Mr SJ, at 09:13 in the following terms:
- "Dear S...

I just wanted to send you a quick email to confirm that I will be in court this morning on another matter, but I will be able to send over some paperwork to you following my return which we can get lodged at court and served on the Official Receiver.

Kind regards

Catherine Sandbach.”

5.70 On 1 December 2015, at 11:30, the Respondent sent to Mr SJ an e-mail with the subject line:

“Court Documents Ref Woodfines LLP: MA:069434-0002.”

The e-mail attached an application form and a draft witness statement. In respect of the witness statement, the Respondent indicated to Mr SJ in her e-mail that she appreciated that he may wish to add to the statement and, if that were the case, requested that he highlight the changes made so that she could see them when he returned the statement to her. The Respondent started her e-mail by saying:

“I am not sure whether these documents made it through to you yesterday, as the application form was in a specific format.”

5.71 On 11 December 2015, Mr SJ sent an email to Ms Baird at the Insolvency Service at 15:28 to say that he had received a letter dated 8 December 2015 which advised him that Leonard Curtis business rescue and recovery had been appointed as trustees in his bankruptcy.

5.72 Ms Baird replied two minutes later, at 15:30, in the following terms:

“Dear J...

My email of 4 November 2015 below states that you had until 30 November 2015 to submit your annulment application to court after which a trustee appointment will be sought. I have not received anything from you to state that you have submitted an annulment application and therefore a trustee appointment was made.

Kind regards

Alex.”

5.73 At that, thirty minutes later, at 16:00, Mr SJ forwarded the email to the Respondent.

5.74 In the meantime, and four minutes later (before any response had been received from the Respondent to his email), Mr SJ emailed Ms Baird back setting out his understanding.

“An annulment was filed con [sic] 30 November 2015 and Catherine Sandbach from Woodfines Solicitors advises that you were in fact informed.”

5.75 Ms Baird replied one minute later to say:

“Dear Mr J...

I have not heard from Catherine Sandbach and have not received a copy of your application.

Kind regards

Alex.”

5.76 Mr SJ then emailed the Respondent at 16:24. His e-mail can be summarised as follows:

- i. He said that he was "at a loss" and "very disappointed" at what he had heard from the Insolvency Service.
- ii. He stated that he had been advised on 27 November that the Respondent would contact Ms Baird.
- iii. He stated that he would have preferred it if the application for an annulment had been filed "earlier than the absolute deadline."
- iv. "[H]aving been advised that it was filed on 30 November," he mentioned that he "had contented" himself "that the deadline had been met."
- v. He asserted that he could not "express how frustrating" he now found the situation.
- vi. He concluded his email by saying that the cost of his bankruptcy stood at £47,000 and that the appointment of a trustee in bankruptcy could take that figure to £65,000.

5.77 Mr SJ's correspondence to the Respondent would appear to have gone unanswered because on 14 December 2015, at 11:19, he emailed Ms Rachel Eagle, a secretary at the firm, in the following direct terms:

"Woodfines

Can I request an urgent response to the e-mail below.

steve"

5.78 The Respondent also appears to have received a telephone call from Mr SJ on the same day although there is no attendance note of that conversation.

5.79 The Respondent purportedly wrote and sent to Ms Baird at the Insolvency Service an email at 15:12 on 30 November 2015. The report produced by the firm provides the following information about this email: "Catherine followed up the telephone call by forwarding what appears to be an email dated 30 November to the Official Receiver. The email to the Official Receiver states that a copy of the application form to annul the bankruptcy is attached. S...J... replied that he did not receive the attachment and there some back and forth with Catherine claiming that she was having difficulty sending the attachment."

The subject line of the email read:

"Our client: Stephen Anthony Jones // Court Number: 116 of 2014//

Application for annulment"

The narrative of the email was then as follows:

"Dear Sirs

Our Client: Stephen Anthony Jones

Case Number: 116 of 2014

We write with relation to the above client and can confirm that we have been instructed to make an application to annul the bankruptcy order.

Please find attached a copy of the application form for your records, which is being forwarded to the court. A statement will be supplied shortly. Further information will follow in due course when we have heard from the court.

Regards

Catherine Sandbach

Assistant Solicitor

Litigation”

5.80 The Respondent forwarded that email to Mr SJ on 14 December 2015 at 16:02 with the following message:

“Dear S...

Further to our conversation, please find below the email. I have also ensured that you have the relevant attachment. I am not sure why it would not have reached Alex Baird, and as confirmed I have not received any reports of delivery failing for any reason, so I have no reason to think it did not make it to the Insolvency Service, save that Alex Baird has recently informed you that she has not seen it.”

5.81 It is the SRA’s case that this email, contrary to what the Respondent told Mr SJ, had not, in fact, been sent to the Insolvency Service but had, instead, been fabricated and backdated by her so that she could make out to her client that she had sent the requisite documentation to the Insolvency Service, in order to meet the 30 November 2015 deadline that they had imposed, when she knew that was not true.

5.82 Upon receipt of the email from the Respondent, Mr SJ forwarded it on to the Insolvency Service with a covering email in which he accused the Insolvency Service of acting contrary to an agreement it had made with him by proceeding with the appointment of a trustee in bankruptcy when, to his mind, they had been notified of an application for an annulment of the bankruptcy in time for the 30 November 2015 deadline.

5.83 Ms Baird sent an email to Mr SJ dated 14 December 2015 and timed at 16:54. In her email, she was clear that she had not received the application for annulment of the bankruptcy from the Respondent when she said,

"...You told me your solicitor would be in contact but to date I have not had anything from her. As I did not receive anything from you or your solicitor I made the appointment on 7 December 2015, so there was in fact a further week where if either of you had got in contact with me the appointment would have been avoided.

Kind regards

Alex."

5.84 Later that day, at 17:52, the Respondent sent to Mr SJ an email in which she stated that she was "trying to see an alternative way" for the purported attachment to the purported e-mail to Ms Baird, allegedly dated 30 November 2016 "to be displayed." It is noted that the Respondent's email was sent in response to an e-mail which Mr SJ had sent to her earlier that day, at 16:32 earlier that day querying the attachment. On 15 December 2015, at 14:18, Mr SJ emailed the Respondent to ask her if she had heard from the Trustees.

5.85 The firm subsequently enlisted the services of acs office solutions, its IT management support company, to verify whether the Respondent had, in fact, sent the e-mail to Ms Baird at the Insolvency Service on 30 November 2015. A letter from Mr Stephen Harley, of acs office solutions, dated 26 October 2017, can be summarised as follows:

- i. Mr Harley stated that an engineer from acs office solutions, namely Mr Richard Kilpin, had attended at the firm's offices on 17 October 2017 with the aim of searching "for any evidence of the existence of an email sent from the e-mail address of Catherine Sandbach (csandbach@woodfines.co.uk) to the e-mail address of Alexandra Baird [REDACTED] on 30 November 2015."
- ii. He stated that Mr Kilpin was a Field Team Leader and a "Microsoft Certified Professional" with "over 13 years' experience in the IT industry".
- iii. Having searched the Respondent's computer for "local cached copies of the e-mail from Microsoft Outlook," her "mailbox on the Microsoft exchange e-mail server" and "the backup systems in case the e-mail had been retained there," Mr Kilpin had been unable to find any evidence that the Respondent had sent an e-mail to Ms Baird at the Insolvency Service on 30 November 2015.

Mitigation

6. The following mitigation, which is not endorsed by the SRA, is put forward by Ms Sandbach.
 - a) At the relevant time, the Respondent was under a great deal of stress. Her workload was significant, and she had been given limited resources by her employer to enable her to deal with her work effectively despite multiple requests for assistance;
 - b) The Respondent was expected by her employer to deal with matters which were beyond her experience as a solicitor, exacerbating her stress;

- c) The Respondent was suffering from anxiety and depression at the relevant time, conditions from which she continues to suffer;
- d) At the relevant time, the Respondent had not been able to obtain medication to manage her conditions as she had been unable to visit the GP and obtain a repeat prescription as a result of pressures of work;
- e) The Respondent accepted her misconduct at the earliest opportunity;
- f) The Respondent is genuinely sorry for the misconduct and difficulties faced by her clients;
- g) The Respondent made no personal gain as a result of her misconduct. Her actions were simply to buy herself more time to deal with her ever-increasing workload;
- h) It does not appear that any of the clients involved suffered financially or otherwise as a result of the Respondent's misconduct;
- i) Whilst the Respondent accepts her misconduct, the allegations relate to only 3 matters out of many hundreds that she dealt with in her hitherto unblemished career;
- j) The Respondent left her employment as a solicitor in August 2018 and has no intention of returning to legal practice;
- k) The Respondent did not set out to misconduct herself. The pressures of work which had exacerbated her already existing medical conditions meant she acted rashly and, she accepts, inappropriately;
- l) A medical report prepared on behalf of the Respondent concludes as follows:
"In my opinion, if Ms Sandbach had not been suffering from symptoms of anxiety and depression, consequent upon the work-related stress that she had experienced, it is unlikely that she would have made the decisions that she made in relation to all three cases... It seems clear that the circumstances at work ... created an environment where Ms Sandbach developed symptoms of

anxiety and depression. The fact that these symptoms have resolved since she resigned and decided to change her career is evidence of this."

7. However, Ms Sandbach does not contend that the mitigation set out above amounts to exceptional circumstances which would justify the Tribunal making any order other than that she be struck off the Roll.

Penalty proposed

8. It is therefore proposed that Ms Sandbach should be struck off the Roll of Solicitors.
9. With respect to costs, it is further agreed that Ms Sandbach should pay the SRA's costs of this matter agreed in the sum of £2,600.

Explanation as to why such an order would be in accordance with the Tribunal's sanctions guidance

10. Ms Sandbach has admitted dishonesty. The Solicitors Disciplinary Tribunal's "Guidance Note on Sanction" (5th edition), at paragraph 47, states that: "*The most serious misconduct involves dishonesty, whether or not leading to criminal proceedings and criminal penalties. A finding that an allegation of dishonesty has been proved will almost invariably lead to striking off, save in exceptional circumstances (see Solicitors Regulation Authority v Sharma [2010] EWHC 2022 (Admin)).*"
11. In **Sharma [2010] EWHC 2022 (Admin)** at [13] Coulson J summarised the consequences of a finding of dishonesty by the Tribunal against a solicitor as follows:

"(a) Save in exceptional circumstances, a finding of dishonesty will lead to the solicitor being struck off the Roll ... That is the normal and necessary penalty in cases of dishonesty..."

(b) There will be a small residual category where striking off will be a disproportionate sentence in all the circumstances ...

(c) In deciding whether or not a particular case falls into that category, relevant factors will include the nature, scope and extent of the dishonesty itself, whether it was momentary ... or over a lengthy period of time ... whether it was a benefit to the solicitor ... and whether it had an adverse effect on others..."

12. The Respondent misled her clients on three separate matters. She repeatedly told untruths to her clients to conceal her own inaction. As their solicitor, the Respondent would have known that her clients would have trusted her with their matters and taken her at her word. However, she abused that trust by misleading them and by providing them with information that was not true. She had a number of opportunities to reflect on and to own up to her misdemeanours. However, she did not to do that. It is the SRA's case that these were serious acts of dishonesty committed over an extended period. Accordingly, the fair and proportionate penalty in this case is for Ms Sandbach to be struck off the Roll of Solicitors.

10th January, 2010.

Alastair Henry ~~John Willcox~~, Senior Legal Adviser, upon behalf of the SRA

Richard Nelson LLP Solicitors on behalf of Catherine Sandbach