

SOLICITORS DISCIPLINARY TRIBUNAL

IN THE MATTER OF THE SOLICITORS ACT 1974

Case No. 12330-2022

BETWEEN:

SOLICITORS REGULATION AUTHORITY LTD.

Applicant

and

DAVID CARTER HUGHES

Respondent

Before:

Mr J P Davies (in the chair)

Ms T Cullen

Mrs S Gordon

Date of Consideration: 9 August 2022

Appearances

Cameron Scott, counsel, of Capsticks LLP, 1 St George's Road, London, SW19 4DR, for the Applicant.

Richard Wilkinson, solicitor, of Bannister Preston Solicitors LLP, 30 Washway Road, Sale, Cheshire, M33 7QY, for the Respondent who did not attend.

JUDGMENT ON AN AGREED OUTCOME

Allegations

The allegations against David Carter Hughes were that he, whilst in practise as a solicitor at Bannister Preston solicitors LLP, (“the Firm”):

1. Between 19 November 2008 and 22 December 2014, gave incorrect advice to approximately 115 clients regarding ground rent provisions in leases of the properties they purchased, and in doing so:
 - 1.1 Insofar as such conduct took place during the period from on or around 19 November 2008 to and including 5 October 2011, acted in breach of Rules 1.05 and 1.06 of the solicitors Code of Conduct 2007; and
 - 1.2 Insofar as such conduct took place on or after 6 October 2011, acted in breach of Principles 5 and 6 of the SRA Code of Conduct 2011.

Documents

2. The Tribunal had before it the following documents: -
 - Rule 12 statement dated 8 May 2022 and Exhibit HVL1.
 - Statement of agreed facts and proposed outcome dated 31 May 2022.
 - Amended statement of agreed facts and proposed outcome dated 9 August 2022.

Background

3. Mr Hughes was admitted as a solicitor in November 2003. At the material time he was employed as a solicitor at the Firm. As at the date of consideration of the Statement of Agreed Facts and Proposed Outcome (as amended), Mr Hughes was employed as a partner at the Firm and held a practising certificate free from conditions.
4. On 10 April 2019, the Applicant received a complaint from client K in relation to the conduct of the Firm. The complaint related to Client K’s purchase of a leasehold property from the developer Taylor Wimpey on 14 November 2014. The complaint was that the Firm had failed to properly advise him on the purchase and “the terms of the lease and the cost implications of it.”
5. Client K’s lease contained a ground rent review clause which provided that the ground rent would be adjusted in accordance with the retail price index every 10 years. However, by letter dated 17 October 2014, Client K was advised by the Firm that the ground rent would double every 25 years. That advice was wrong.
6. Between April 2019 and June 2020, the Applicant made enquiries of the Firm as a consequence of which the Firm embarked on an internal investigation. The investigation revealed that at the material time it had used a precedent report on title in relation to Taylor Wimpey conveyancing matters, the likes of which it was instructed on thousands of transactions every year. The precedent report had not been amended at the material time to reflect the change regarding rent reviews. That error, highlighted by Client K’s complaint, was repeated between 2008 and 2015 in respect of at least 115

conveyancing matters. As a consequence of the internal investigation, and to prevent reoccurrence, the Firm ceased using precedent reports.

7. The incorrect advice given by Mr Hughes was essentially that ground rent on the properties would double every 25 years when in fact it would double every 10 years. Mr Hughes had conduct of all the matters in respect of which erroneous advice had been given.

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

8. The parties invited the Tribunal to deal with the Allegations against the Respondent in accordance with the Statement of Agreed Facts and Outcome annexed to this Judgment. The parties submitted that the outcome proposed was consistent with the Tribunal's Guidance Note on Sanctions.

Findings of Fact and Law

9. The Applicant was required to prove the allegations on the balance of probabilities. The Tribunal had due regard to its statutory duty, under section 6 of the Human Rights Act 1998, to act in a manner which was compatible with the Respondent's rights to a fair trial and to respect for their private and family life under Articles 6 and 8 of the European Convention for the Protection of Human Rights and Fundamental Freedoms.
10. The Tribunal reviewed all the material before it and was satisfied on the balance of probabilities that the Respondent's admissions were properly made.
11. The Tribunal considered the Guidance Note on Sanction (Tenth Edition: June 2022). In so doing the Tribunal assessed the culpability and harm identified together with the aggravating and mitigating factors that existed and determined that:
12. With regards to culpability the Tribunal determined that Mr Hughes (a) acted mistakenly as opposed to intentionally, (b) placed too heavy a reliance upon what appeared to be bulk processing of conveyancing matters relating to Taylor Wimpey, (c) demonstrably lacked attention to detail, (d) was directly in control in that he had conduct of the conveyancing matters and (e) was experienced at the material time, 5 years qualified at the start of the misconduct and 12 years qualified at the end. The Tribunal therefore found that Mr Hughes was solely culpable.
13. The full extent of direct harm caused by Mr Hughes' misconduct was not known given the extant parallel civil proceedings arising out of his misconduct. It was known that 115 clients had been detrimentally impacted by the erroneous advice given by Mr Hughes which led to litigation, and the attendant stress/expense that entails, which would not have been necessary were it not for Mr Hughes' misconduct. Claims had been made to insurers and to the Solicitors Compensation Fund which consequentially caused harm to the reputation of the profession.
14. The Tribunal found that there were aggravating features in that the mistake was repeated over a protracted period and further that Mr Hughes knew or ought to have known that inattention to detail could result in a material breach of his professional obligations and duties.

15. The Tribunal considered there to be features which mitigated against the misconduct namely that Mr Hughes; (a) made open and frank admissions to the Firm, the Applicant and the Tribunal from receipt of Client K's complaint, (b) cooperated with the Firm's investigation, the Applicant's investigation and the Tribunal proceedings and (c) demonstrated genuine insight and acceptance of accountability.
16. Weighing all of those factors in the balance, The Tribunal assessed the admitted misconduct as "very serious". In applying the Tribunal's Guidance Note on Sanctions, "very serious" misconduct could be met with a Level 3 fine. The proposed agreed fine of £15,000 fell within that category. The Tribunal therefore determined that the sanction advanced jointly by the parties was appropriate and proportionate to the admitted misconduct and approved the same.

Costs

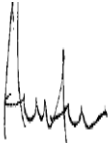
17. The Tribunal took no issue with the supervision costs in the sum of £1,350.00 claimed by the Solicitors Regulation Authority. The Tribunal was, however, concerned at the level of costs claimed by Capsticks LLP on behalf of the Applicant. £10,000.00 plus VAT for a case in which the Respondent made full admissions and had cooperated fully appeared to the Tribunal to be rather high. However, it noted that Mr Hughes had agreed to pay that sum and therefore approved the same.

Statement of Full Order

18. The Tribunal Ordered that the Respondent, DAVID CARTER HUGHES, solicitor, do pay a fine of £15,000.00, 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 £13,350.00.

Dated this 18th day of August 2022

On behalf of the Tribunal



J P Davies
Chair

JUDGMENT FILED WITH THE LAW SOCIETY
18 AUG 2022

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

BETWEEN

SOLICITORS REGULATION AUTHORITY LIMITED

Applicant

and

DAVID CARTER HUGHES

Respondent

STATEMENT OF AGREED FACTS AND PROPOSED OUTCOME

1. By an Application and Statement made by Hannah Lane on behalf of the Applicant pursuant to rule 12 of the Solicitors (Disciplinary Proceedings) Rules 2019, dated 6 May 2022, the Applicant brought proceedings before the Tribunal making allegations of misconduct against the Respondent.
2. The Respondent admits all of the allegations and the facts set out in this statement and the parties have agreed a proposed outcome.
3. The allegations against the Respondent, Mr David Carter Hughes, made by the Applicant are that, whilst in practice as a solicitor at Bannister Preston Solicitors LLP ("the Firm"),
 - 3.1. Between 19 November 2008 and 22 December 2014, the Respondent gave incorrect advice to approximately 115 clients regarding ground rent provisions in leases of the properties they purchased, and in doing so:
 - 3.1.1. insofar as such conduct took place during the period from on or around 19 November 2008 to and including 5 October 2011, acted in breach of Rules 1.05 and 1.06 of the Solicitors Code of Conduct 2007; and
 - 3.1.2. insofar as such conduct took place on or after 6 October 2011, acted in breach of Principles 5 and 6 of the SRA Code of Conduct 2011.
4. The Respondent admits these allegations.

Agreed Facts

5. The following facts and matters, which are relied upon by the Applicant in support of the allegations set out in paragraph 3 above, are agreed by the Applicant and the Respondent.
6. The Respondent was admitted as a solicitor on 17 November 2003. At the time of the matters giving rise to these proceedings, he was employed as a solicitor by Bannister Preston Solicitors LLP ("the Firm"). He is now employed as a partner at that firm. He holds a current Practising Certificate with no conditions.
7. On 10 April 2019, the Applicant received a complaint from Client K in relation to the conduct of Bannister Preston Solicitors ("the Firm"). The complaint related to Client K's purchase of a leasehold property from the developer Taylor Wimpey on 14th November 2014. The complaint was that the Firm had failed to properly advise him on the purchase and, in particular, had provided him with false information about "*the terms of the lease and the cost implications of it*".
8. Client K's lease contained a ground rent review clause which provided that the ground rent would be adjusted in accordance with the Retail Price Index every 10 years. However, by letter dated 17 October 2014, Client K was advised by the Firm that the ground rent would double every 25 years.
9. This advice was wrong.
10. Between August 2020 and June 2020, the Applicant made enquiries with the Firm. In response to these enquiries the Firm investigated the matter. These investigations confirmed the following:
 - 10.1. The Respondent had conduct of Client K's file;
 - 10.2. At the material time, the Firm used a precedent report on title. This was because it acted on thousands of these types of transactions every year;
 - 10.3. Historically, the developer, Taylor Wimpey, operated a 25-year rent review. However, on this particular development, they changed the rent review from 25 years to 10 years. On early transactions this was not picked up and some reports, including that relating to client K, went out wrongly stating that the rent review would increase every 25 years rather than every 10 years;
 - 10.4. As soon as the error was spotted the precedent report was updated;
 - 10.5. To prevent it occurring again, the Firm no longer use precedent reports;
 - 10.6. Because there was an error in the precedent document, the mistake did occur more than once.
11. The Firm completed a full review of all leasehold purchases on the Taylor Wimpey development. This review confirmed the following:

- 11.1. At the material times, the Firm used precedent reports on title. These precedents were drafted by the Respondent;
 - 11.2. Up to and including 2008, Taylor Wimpey included a doubling rent review every 25 years;
 - 11.3. In 2008 this was changed on some Taylor Wimpey developments to a doubling rent review every 10 years;
 - 11.4. The development included a mixture of new-build houses and apartments. The Firm initially had two precedent reports. The precedent report for the houses was incorrect. However, the precedent report for the apartments was correct. The Firm had therefore initially correctly advised clients buying apartments on the development.
 - 11.5. From 2012, Taylor Wimpey further changed the terms of the ground rent for both the apartments and houses on the development. The change was from 10-year doubling ground rents to 10-year Retail Price Index ("RPI") linked ground rent reviews.
 - 11.6. The Firm had amended its precedents in 2012. However, it did not delete the old precedents from the system. As a result, incorrect advice continued to be provided to clients in relation to ground rent on the development.
 - 11.7. The firm no longer used precedent reports on title for new-build developments. It was satisfied that it had the appropriate procedures in place to prevent a recurrence of the errors.
12. The Firm confirmed that the following incorrect advice had been given:
- 12.1. Advising that ground rent doubled every 25 years when it in fact would double every 10 years: the first instance of this occurred on 19 November 2008 and the last on 22 January 2012;
 - 12.2. Advising that ground rent doubled every 25 years when it in fact would increase by RPI every 10 years: the first instance of this occurred on 12 May 2011 and the last on 22 December 2014;
 - 12.3. Advising that ground rent doubled every 10 years when it in fact would increase by RPI every 10 years: the first instance of this occurred on 6 February 2013 and the last on 17 August 2015;
13. In addition, incorrect advice had been given in some matters on the amount of the initial ground rent payable.
14. The Respondent had conduct of all the matters on which incorrect advice had been given.
15. In summary, the evidence provided by the Firm's own investigations showed that:

- 15.1. Between 19 December 2008 and 11 December 2015, a total of 101 clients were given incorrect advice by the Respondent in relation to the ground rent review clauses in their leases. This is summarised in the table provided by the Firm and attached as Appendix 1 (the figure provided by the Firm was 102 clients but one entry has been duplicated in error so the correct figure is 101).
- 15.2. Between 23 February 2010 and 26 June 2015, a total of 14 clients were given incorrect advice by the Respondent in relation to the amount of ground rent payable under their leases. This is summarised in the table provided by the Firm and attached as Appendix 2.

Mitigation

16. The following mitigation is put forward by the Respondent but is not agreed by the Applicant.
- 16.1. *"I admit that I incorrectly advised 115 clients and I ask the Tribunal to consider the following:*
- 16.2. *At all times I was dedicated to act in the best interests of each and every client. During the relevant period I was in the process of improving the standard of service to my clients by producing a more detailed report on title documents. I admit that there was a failure of the systems and controls during this time that led to a number of clients being incorrectly advised. I have since put in place comprehensive procedures and processes to ensure that this will not happen again.*
- 16.3. *There are a number of clients that are in a more favourable position on their initial ground rent payable or on their first rent review than I advised. I admit that clients should have received the correct advice but I was not acting deliberately to compromise the best interests of each and every client.*
- 16.4. *I have fully co-operated with the SRA during their investigation in this matter. My Firm has written to all affected clients who were not aware that I gave incorrect advice on the terms of their ground rent provision in the Lease. I have and will continue to assist all clients affected where I can do so."*

Penalty proposed

17. Subject to the approval of the Tribunal, the Respondent agrees to pay a fine in the sum of £15,000.00 He further agrees to pay the SRA's Supervision costs totalling £1,350.00 and the sum of £10,000.00 plus VAT towards the Applicant's costs. The proposed payment of costs has taken into account the Respondent's means.

Explanation as to why the proposed penalty would be in accordance with the Tribunal's Sanctions Guidance

18. The Applicant has considered the relevant factors in the Tribunal's Guidance Note on Sanctions (9th edition, December 2021), including the seriousness of the misconduct, the Respondent's culpability and the harm caused, or which might reasonably have been foreseen.
19. It is submitted that the following factors are relevant to the seriousness:
 - 19.1. The misconduct was not planned or pre-meditated. Nor was it deliberate.
 - 19.2. Although the Respondent was supervised, he had direct conduct of all the matters giving rise to the allegations.
 - 19.3. The Respondent was responsible for drafting and using the erroneous precedent reports on title and for failing fully to read the leases in respect of which he gave incorrect advice.
 - 19.4. He was a solicitor of some experience, being 5 years qualified when the first incorrect advice was given, and 12 years qualified on the last occasion.
 - 19.5. The actual or potential financial harm cannot be accurately estimated. Clearly, however, there was potential financial harm caused to those clients whose leases contained ground rent provisions which were more onerous than those advised by the Respondent. The potential harm caused to purchasers of new properties with onerous ground rent provisions was subsequently highlighted by numerous articles in the media. It also prompted the Applicant to issue guidance to the solicitors' profession on 12 January 2022. To some extent this harm will have been mitigated by the developer which published a voluntary scheme to vary the ground rent provisions for properties in the relevant development.
 - 19.6. The Applicant was informed by the Firm that some of the relevant clients have made claims against the Firm.
 - 19.7. The misconduct was repeated over a period of almost seven years, affecting 115 clients. It continued even after the precedents were amended because the old precedents were not deleted from the system.
 - 19.8. Although neither the Firm nor the Respondent reported the matter to the Applicant, both have cooperated fully with the Applicant's investigation.
20. Regard has also been had to the Tribunal's purpose in imposing sanctions, previous Tribunal decisions in similar types of cases (12072-2020, and 12087-2020) and the Respondent's circumstances.
21. In the circumstances it is submitted that the level of seriousness justifies a fine in the amount proposed.

Signed:

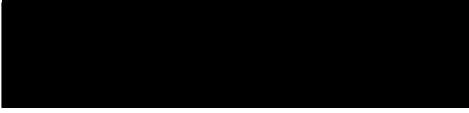


Name: David Carter Hughes

Dated

31 MAY 2022

Signed:



Name: Mark Rogers (Partner, Capsticks Solicitors LLP)

For and on behalf of the Applicant

Dated: 31 May 2022

Bannister Preston Solicitors LLP - Incorrect Advice on Initial Rent and Terms of Ground Rent in Lease

| Completion Date | Type | Fee Earner | Supervisor | Terms of Ground Rent in Lease | Advice Provided to Client |
|-----------------|-------|---------------------|------------|--|--|
| 19/12/2008 | HOUSE | David Carter Hughes | | £250 initial ground rent to double every 10 years from commencement date of Lease. | £250 initial ground rent to double every 25 years from commencement date of Lease. |
| 27/02/2009 | HOUSE | David Carter Hughes | | £250 initial ground rent to double every 10 years from commencement date of Lease. | £250 initial ground rent to double every 25 years from commencement date of Lease. |
| 03/04/2009 | HOUSE | David Carter Hughes | | £250 initial ground rent to double every 10 years from commencement date of Lease. | £250 initial ground rent to double every 25 years from commencement date of Lease. |
| 26/06/2009 | HOUSE | David Carter Hughes | | £250 initial ground rent to double every 10 years from commencement date of Lease. | £250 initial ground rent to double every 25 years from commencement date of Lease. |
| 31/07/2009 | HOUSE | David Carter Hughes | | £250 initial ground rent to double every 10 years from commencement date of Lease. | £250 initial ground rent to double every 25 years from commencement date of Lease. |
| 16/10/2009 | HOUSE | David Carter Hughes | | £250 initial ground rent to double every 10 years from commencement date of Lease. | £250 initial ground rent to double every 25 years from commencement date of Lease. |
| 27/11/2009 | HOUSE | David Carter Hughes | | £250 initial ground rent to double every 10 years from commencement date of Lease. | £250 initial ground rent to double every 25 years from commencement date of Lease. |
| 27/11/2009 | HOUSE | David Carter Hughes | | £250 initial ground rent to double every 10 years from commencement date of Lease. | £250 initial ground rent to double every 25 years from commencement date of Lease. |
| 27/11/2009 | HOUSE | David Carter Hughes | | £250 initial ground rent to double every 10 years from commencement date of Lease. | £250 initial ground rent to double every 25 years from commencement date of Lease. |

| | | | | | |
|------------|-------|---------------------|--|--|--|
| 18/12/2009 | HOUSE | David Carter Hughes | | £250 initial ground rent to double every 10 years from commencement date of Lease. | £250 initial ground rent to double every 25 years from commencement date of Lease. |
| 18/12/2009 | HOUSE | David Carter Hughes | | £250 initial ground rent to double every 10 years from commencement date of Lease. | £250 initial ground rent to double every 25 years from commencement date of Lease. |
| 18/12/2009 | HOUSE | David Carter Hughes | | £250 initial ground rent to double every 10 years from commencement date of Lease. | £250 initial ground rent to double every 25 years from commencement date of Lease. |
| 31/03/2010 | HOUSE | David Carter Hughes | | £250 initial ground rent to double every 10 years from commencement date of Lease. | £250 initial ground rent to double every 25 years from commencement date of Lease. |
| 24/06/2010 | HOUSE | David Carter Hughes | | £250 initial ground rent to double every 10 years from commencement date of Lease. | £250 initial ground rent to double every 25 years from commencement date of Lease. |
| 24/06/2010 | HOUSE | David Carter Hughes | | £250 initial ground rent to double every 10 years from commencement date of Lease. | £250 initial ground rent to double every 25 years from commencement date of Lease. |
| 15/07/2010 | HOUSE | David Carter Hughes | | £250 initial ground rent to double every 10 years from commencement date of Lease. | £250 initial ground rent to double every 25 years from commencement date of Lease. |
| 30/07/2010 | HOUSE | David Carter Hughes | | £250 initial ground rent to double every 10 years from commencement date of Lease. | £250 initial ground rent to double every 25 years from commencement date of Lease. |
| 27/08/2010 | HOUSE | David Carter Hughes | | £295 initial ground rent to double every 10 years from commencement date of Lease. | £295 initial ground rent to double every 25 years from commencement date of Lease. |
| 23/09/2010 | HOUSE | David Carter Hughes | | £250 initial ground rent to double every 10 years from commencement date of Lease. | £250 initial ground rent to double every 25 years from commencement date of Lease. |
| 24/09/2010 | HOUSE | David Carter Hughes | | £295 initial ground rent to double every 10 years from commencement date of Lease. | £295 initial ground rent to double every 25 years from commencement date of Lease. |

| | | | | | |
|------------|-------|---------------------|--|--|--|
| 24/09/2010 | HOUSE | David Carter Hughes | | £250 initial ground rent to double every 10 years from commencement date of Lease. | £250 initial ground rent to double every 25 years from commencement date of Lease. |
| 30/09/2010 | HOUSE | David Carter Hughes | | £295 initial ground rent to double every 10 years from commencement date of Lease. | £250 initial ground rent to double every 25 years from commencement date of Lease. |
| 30/09/2010 | HOUSE | David Carter Hughes | | £295 initial ground rent to double every 10 years from commencement date of Lease. | £250 initial ground rent to double every 25 years from commencement date of Lease. |
| 25/03/2011 | HOUSE | David Carter Hughes | | £295 initial ground rent to double every 10 years from commencement date of Lease. | £295 initial ground rent to double every 25 years from commencement date of Lease. |
| 28/03/2011 | HOUSE | David Carter Hughes | | £295 initial ground rent to double every 10 years from commencement date of Lease. | £295 initial ground rent to double every 25 years from commencement date of Lease. |
| 31/03/2011 | HOUSE | David Carter Hughes | | £295 initial ground rent to double every 10 years from commencement date of Lease. | £250 initial ground rent to double every 25 years from commencement date of Lease. |
| 21/04/2011 | HOUSE | David Carter Hughes | | £295 initial ground rent to double every 10 years from commencement date of Lease. | £250 initial ground rent to double every 25 years from commencement date of Lease. |
| 28/04/2011 | HOUSE | David Carter Hughes | | £295 initial ground rent to double every 10 years from commencement date of Lease. | £295 initial ground rent to double every 25 years from commencement date of Lease. |
| 28/04/2011 | HOUSE | David Carter Hughes | | £295 initial ground rent to double every 10 years from commencement date of Lease. | £250 initial ground rent to double every 25 years from commencement date of Lease. |
| 28/04/2011 | HOUSE | David Carter Hughes | | £295 initial ground rent to double every 10 years from commencement date of Lease. | £295 initial ground rent to double every 25 years from commencement date of Lease. |
| 22/06/2011 | HOUSE | David Carter Hughes | | £295 initial ground rent to double every 10 years from commencement date of Lease. | £295 initial ground rent to double every 25 years from commencement date of Lease. |

| | | | | | |
|------------|-------|---------------------|--|--|--|
| 24/06/2011 | HOUSE | David Carter Hughes | | £295 initial ground rent to double every 10 years from commencement date of Lease. | £295 initial ground rent to double every 25 years from commencement date of Lease. |
| 24/06/2011 | HOUSE | David Carter Hughes | | £295 initial ground rent to double every 10 years from commencement date of Lease. | £295 initial ground rent to double every 25 years from commencement date of Lease. |
| 27/06/2011 | HOUSE | David Carter Hughes | | £295 initial ground rent to double every 10 years from commencement date of Lease. | £250 initial ground rent to double every 25 years from commencement date of Lease. |
| 11/08/2011 | HOUSE | David Carter Hughes | | £295 initial ground rent to double every 10 years from commencement date of Lease. | £250 initial ground rent to double every 25 years from commencement date of Lease. |
| 26/08/2011 | HOUSE | David Carter Hughes | | £295 initial ground rent to double every 10 years from commencement date of Lease. | £295 initial ground rent to double every 25 years from commencement date of Lease. |
| 26/08/2011 | HOUSE | David Carter Hughes | | £295 initial ground rent to double every 10 years from commencement date of Lease. | £295 initial ground rent to double every 25 years from commencement date of Lease. |
| 26/08/2011 | HOUSE | David Carter Hughes | | £295 initial ground rent to double every 10 years from commencement date of Lease. | £295 initial ground rent to double every 25 years from commencement date of Lease. |
| 02/09/2011 | HOUSE | David Carter Hughes | | £295 initial ground rent to double every 10 years from commencement date of Lease. | £295 initial ground rent to double every 25 years from commencement date of Lease. |
| 11/10/2011 | HOUSE | David Carter Hughes | | £295 initial ground rent to double every 10 years from commencement date of Lease. | £295 initial ground rent to double every 25 years from commencement date of Lease. |
| 27/10/2011 | HOUSE | David Carter Hughes | | £295 initial ground rent to double every 10 years from commencement date of Lease. | £295 initial ground rent to double every 25 years from commencement date of Lease. |
| 04/11/2011 | HOUSE | David Carter Hughes | | £295 initial ground rent to double every 10 years from commencement date of Lease. | £295 initial ground rent to double every 25 years from commencement date of Lease. |

| | | | | | |
|------------|-------|---------------------|--|---|--|
| 18/11/2011 | HOUSE | David Carter Hughes | | £295 initial ground rent to double every 10 years from commencement date of Lease. | £295 initial ground rent to double every 25 years from commencement date of Lease. |
| 18/11/2011 | HOUSE | David Carter Hughes | | £295 initial ground rent to double every 10 years from commencement date of Lease. | £295 initial ground rent to double every 25 years from commencement date of Lease. |
| 22/11/2011 | HOUSE | David Carter Hughes | | £295 initial ground rent to double every 10 years from commencement date of Lease. | £295 initial ground rent to double every 25 years from commencement date of Lease. |
| 25/11/2011 | HOUSE | David Carter Hughes | | £295 initial ground rent to double every 10 years from commencement date of Lease. | £295 initial ground rent to double every 25 years from commencement date of Lease. |
| 20/12/2011 | HOUSE | David Carter Hughes | | £295 initial ground rent to double every 10 years from commencement date of Lease. | £295 initial ground rent to double every 25 years from commencement date of Lease. |
| 27/01/2012 | HOUSE | David Carter Hughes | | £295 initial ground rent to double every 10 years from commencement date of Lease. | £295 initial ground rent to double every 25 years from commencement date of Lease. |
| 07/02/2012 | HOUSE | David Carter Hughes | | £295 initial ground rent to double every 10 years from commencement date of Lease. | £295 initial ground rent to double every 25 years from commencement date of Lease. |
| 17/02/2012 | HOUSE | David Carter Hughes | | £295 initial ground rent to double every 10 years from commencement date of Lease. | £295 initial ground rent to double every 25 years from commencement date of Lease. |
| 16/03/2012 | HOUSE | David Carter Hughes | | £295 initial ground rent to double every 10 years from commencement date of Lease. | £295 initial ground rent to double every 25 years from commencement date of Lease. |
| 16/03/2012 | HOUSE | David Carter Hughes | | £295 initial ground rent to double every 10 years from commencement date of Lease. | £295 initial ground rent to double every 25 years from commencement date of Lease. |
| 03/05/2012 | HOUSE | David Carter Hughes | | £295 initial ground rent to increase by RPI every 10 years from the commencement date of Lease. | £295 initial ground rent to double every 25 years from commencement date of Lease. |

| | | | | |
|------------|-------|---------------------|---|--|
| 28/09/2012 | HOUSE | David Carter Hughes | £295 initial ground rent to increase by RPI every 10 years from the commencement date of Lease. | £295 initial ground rent to double every 25 years from commencement date of Lease. |
| 31/01/2013 | HOUSE | David Carter Hughes | £295 initial ground rent to increase by RPI every 10 years | £295 initial ground rent to double every 25 years from commencement date of lease |
| 15/02/2013 | HOUSE | David Carter Hughes | £295 initial ground rent to increase by RPI every 10 years from the commencement date of Lease. | £295 initial ground rent to double every 25 years from commencement date of Lease. |
| 22/02/2013 | APT | David Carter Hughes | £250 initial ground rent to increase by RPI every 10 years from the commencement date of Lease. | £250 initial ground rent to double every 10 years from commencement date of Lease. |
| 22/02/2013 | APT | David Carter Hughes | £250 initial ground rent to increase by RPI every 10 years from the commencement date of Lease. | £250 initial ground rent to double every 10 years from commencement date of Lease. |
| 28/02/2013 | HOUSE | David Carter Hughes | £295 initial ground rent to increase by RPI every 10 years from the commencement date of Lease. | £295 initial ground rent to double every 25 years from commencement date of Lease. |
| 14/03/2013 | APT | David Carter Hughes | £250 initial ground rent to increase by RPI every 10 years from the commencement date of Lease. | £250 initial ground rent to double every 10 years from commencement date of Lease. |
| 26/04/2013 | HOUSE | David Carter Hughes | £295 initial ground rent to increase by RPI every 10 years from the commencement date of Lease. | £295 initial ground rent to double every 25 years from commencement date of Lease. |
| 26/04/2013 | HOUSE | David Carter Hughes | £295 initial ground rent to increase by RPI every 10 years from the commencement date of Lease. | £295 initial ground rent to double every 25 years from commencement date of Lease. |
| 03/05/2013 | HOUSE | David Carter Hughes | £295 initial ground rent to increase by RPI every 10 years from the commencement date of Lease. | £295 initial ground rent to double every 25 years from commencement date of Lease. |
| 10/05/2013 | HOUSE | David Carter Hughes | £295 initial ground rent to increase by RPI every 10 years from the commencement date of Lease. | £295 initial ground rent to double every 25 years from commencement date of Lease. |

| | | | | |
|------------|-------|---------------------|---|--|
| 17/05/2013 | HOUSE | David Carter Hughes | £295 initial ground rent to increase by RPI every 10 years from the commencement date of Lease. | £295 initial ground rent to double every 25 years from commencement date of Lease. |
| 17/05/2013 | HOUSE | David Carter Hughes | £295 initial ground rent to increase by RPI every 10 years from the commencement date of Lease. | £295 initial ground rent to double every 25 years from commencement date of Lease. |
| 06/06/2013 | APT | David Carter Hughes | £250 initial ground rent to increase by RPI every 10 years from the commencement date of Lease. | £250 initial ground rent to double every 10 years from commencement date of Lease. |
| 21/06/2013 | HOUSE | David Carter Hughes | £295 initial ground rent to increase by RPI every 10 years | £295 initial ground rent to double every 25 years from commencement date of lease |
| 28/06/2013 | HOUSE | David Carter Hughes | £295 initial ground rent to increase by RPI every 10 years from the commencement date of Lease. | £295 initial ground rent to double every 25 years from commencement date of Lease. |
| 28/06/2013 | HOUSE | David Carter Hughes | £295 initial ground rent to increase by RPI every 10 years from the commencement date of Lease. | £295 initial ground rent to double every 25 years from commencement date of Lease. |
| 12/07/2013 | HOUSE | David Carter Hughes | £295 initial ground rent to increase by RPI every 10 years from the commencement date of Lease. | £295 initial ground rent to double every 25 years from commencement date of Lease. |
| 26/07/2013 | HOUSE | David Carter Hughes | £295 initial ground rent to increase by RPI every 10 years from the commencement date of Lease. | £295 initial ground rent to double every 25 years from commencement date of Lease. |
| 23/08/2013 | APT | David Carter Hughes | £250 initial ground rent to increase by RPI every 10 years from the commencement date of Lease. | £250 initial ground rent to double every 10 years from commencement date of Lease. |
| 23/08/2013 | APT | David Carter Hughes | £250 initial ground rent to increase by RPI every 10 years from the commencement date of Lease. | £250 initial ground rent to double every 10 years from commencement date of Lease. |
| 23/08/2013 | APT | David Carter Hughes | £250 initial ground rent to increase by RPI every 10 years from the commencement date of Lease. | £250 initial ground rent to double every 10 years from commencement date of Lease. |

| | | | | | |
|------------|-------|---------------------|--|---|--|
| 23/08/2013 | APT | David Carter Hughes | | £250 initial ground rent to increase by RPI every 10 years from the commencement date of Lease. | £250 initial ground rent to double every 10 years from commencement date of Lease. |
| 05/09/2013 | APT | David Carter Hughes | | £250 initial ground rent to increase by RPI every 10 years from the commencement date of Lease. | £250 initial ground rent to double every 10 years from commencement date of Lease. |
| 06/09/2013 | APT | David Carter Hughes | | £250 initial ground rent to increase by RPI every 10 years from the commencement date of Lease. | £250 initial ground rent to double every 10 years from commencement date of Lease. |
| 19/09/2013 | APT | David Carter Hughes | | £250 initial ground rent to increase by RPI every 10 years from the commencement date of Lease. | £250 initial ground rent to double every 10 years from commencement date of Lease. |
| 27/09/2013 | HOUSE | David Carter Hughes | | £295 initial ground rent to increase by RPI every 10 years from the commencement date of Lease. | £295 initial ground rent to double every 25 years from commencement date of Lease. |
| 27/09/2013 | HOUSE | David Carter Hughes | | £295 initial ground rent to increase by RPI every 10 years from the commencement date of Lease. | £295 initial ground rent to double every 10 years from commencement date of Lease. |
| 22/11/2013 | HOUSE | David Carter Hughes | | £295 initial ground rent to increase by RPI every 10 years from the commencement date of Lease. | £295 initial ground rent to double every 10 years from commencement date of Lease. |
| 28/03/2014 | APT | David Carter Hughes | | £250 initial ground rent to increase by RPI every 10 years | £250 initial ground rent to double every 10 years |
| 22/05/2014 | APT | David Carter Hughes | | £250 initial ground rent to increase by RPI every 10 years from the commencement date of Lease. | £250 initial ground rent to double every 10 years from commencement date of Lease. |
| 27/06/2014 | APT | David Carter Hughes | | £250 initial ground to increase by RPI every 10 years | £250 initial ground rent to double every 10 years from commencement date of Lease. |
| 24/10/2014 | HOUSE | David Carter Hughes | | £295 initial ground rent to increase by RPI every 10 years from the commencement date of Lease. | £250 initial ground rent to double every 25 years from commencement date of Lease. |

| | | | | | |
|------------|-------|---------------------|--|---|--|
| 14/11/2014 | HOUSE | David Carter Hughes | | £295 initial ground rent to increase by RPI every 10 years from the commencement date of Lease. | £250 initial ground rent to double every 25 years from commencement date of Lease. |
| 21/11/2014 | APT | David Carter Hughes | | £250 initial ground rent to increase by RPI every 10 years from the commencement date of Lease. | £250 initial ground rent to double every 10 years from commencement date of Lease. |
| 30/01/2015 | HOUSE | David Carter Hughes | | £295 initial ground rent to increase by RPI every 10 years from the commencement date of Lease. | £250 initial ground rent to double every 25 years from commencement date of Lease. |
| 20/02/2015 | HOUSE | David Carter Hughes | | £295 initial ground rent to increase by RPI every 10 years from the commencement date of Lease. | £250 initial ground rent to double every 25 years from commencement date of Lease. |
| 20/02/2015 | HOUSE | David Carter Hughes | | £295 initial ground rent to increase by RPI every 10 years from the commencement date of Lease. | £295 initial ground rent to double every 10 years from commencement date of Lease. |
| 20/03/2015 | HOUSE | David Carter Hughes | | £295 initial ground rent to increase by RPI every 10 years from the commencement date of Lease. | £295 initial ground rent to double every 10 years from commencement date of Lease. |
| 27/03/2015 | HOUSE | David Carter Hughes | | £295 initial ground rent to increase by RPI every 10 years from the commencement date of Lease. | £295 initial ground rent to double every 25 years from commencement date of Lease. |
| 31/03/2015 | APT | David Carter Hughes | | £250 initial ground to increase by RPI every 10 years | £295 initial ground rent to double every 10 years from commencement date of Lease |
| 19/06/2015 | HOUSE | David Carter Hughes | | £295 initial ground rent to increase by RPI every 10 years | £295 initial ground rent to double every 10 years from commencement date of Lease. |
| 19/06/2015 | HOUSE | David Carter Hughes | | £295 initial ground rent to increase by RPI every 10 years from the commencement date of Lease. | £295 initial ground rent to double every 10 years from commencement date of Lease. |
| 26/06/2015 | HOUSE | David Carter Hughes | | £295 initial ground rent to increase by RPI every 10 years | £295 initial ground rent to double every 10 years from commencement date of Lease |

| | | | | | |
|-------------------|-------|---------------------|--|---|--|
| 24/07/2015 | HOUSE | David Carter Hughes | | £295 initial ground rent to increase by RPI every 10 years | £295 initial ground rent to double every 10 years from commencement date of Lease |
| 14/08/2015 | HOUSE | David Carter Hughes | | £295 initial ground rent to increase by RPI every 10 years | £295 initial ground rent to double every 10 years from commencement date of Lease |
| 28/08/2015 | HOUSE | David Carter Hughes | | £295 initial ground rent to increase by RPI every 10 years from the commencement date of Lease. | £295 initial ground rent to double every 10 years from commencement date of Lease. |
| 09/10/2015 | HOUSE | David Carter Hughes | | £295 initial ground rent to increase by RPI every 10 years from the commencement date of Lease. | £295 initial ground rent to double every 10 years from commencement date of Lease. |
| 11/12/2015 | HOUSE | David Carter Hughes | | £295 initial ground rent to increase by RPI every 10 years from the commencement date of Lease. | £295 initial ground rent to double every 10 years from commencement date of Lease. |
| TOTAL CASES - 102 | | | | | |

Bannister Preston Solicitors LLP - Incorrect Advice on Initial Rent Payable

| Completion Date | Type | Fee Earner | Supervisor | Terms of Ground Rent in Lease | Advice Provided to Client |
|-----------------|------|---------------------|------------|---|--|
| 23/02/2010 | APT | David Carter Hughes | | £125 initial ground rent to double every 10 years from commencement date of Lease | £250 initial ground rent to double every 10 years from commencement date of Lease. |
| 26/02/2010 | APT | David Carter Hughes | | £125 initial ground rent to double every 10 years from commencement date of Lease | £250 initial ground rent to double every 10 years from commencement date of Lease. |
| 26/02/2010 | APT | David Carter Hughes | | £125 initial ground rent to double every 10 years from commencement date of Lease | £250 initial ground rent to double every 10 years from commencement date of Lease. |
| 26/02/2010 | APT | David Carter Hughes | | £125 initial ground rent to double every 10 years from commencement date of Lease | £250 initial ground rent to double every 10 years from commencement date of Lease. |
| 26/02/2010 | APT | David Carter Hughes | | £125 initial ground rent to double every 10 years from commencement date of Lease | £250 initial ground rent to double every 10 years from commencement date of Lease. |
| 26/02/2010 | APT | David Carter Hughes | | £125 initial ground rent to double every 10 years from commencement date of Lease | £250 initial ground rent to double every 10 years from commencement date of Lease. |
| 26/02/2010 | APT | David Carter Hughes | | £125 initial ground rent to double every 10 years from commencement date of Lease | £250 initial ground rent to double every 10 years from commencement date of Lease. |
| 26/02/2010 | APT | David Carter Hughes | | £125 initial ground rent to double every 10 years from commencement date of Lease | £250 initial ground rent to double every 10 years from commencement date of Lease. |
| 26/02/2010 | APT | David Carter Hughes | | £125 initial ground rent to double every 10 years from commencement date of Lease | £250 initial ground rent to double every 10 years from commencement date of Lease. |
| 18/03/2010 | APT | David Carter Hughes | | £125 initial ground rent to double every 10 years from commencement date of Lease | £250 initial ground rent to double every 10 years from commencement date of Lease. |

| | | | | | |
|------------------|-------|---------------------|------------|---|--|
| 19/03/2010 | APT | David Carter Hughes | [REDACTED] | £125 initial ground rent to double every 10 years from commencement date of Lease | £250 initial ground rent to double every 10 years from commencement date of Lease. |
| 15/10/2010 | APT | David Carter Hughes | | £125 initial ground rent to double every 10 years from commencement date of Lease | £250 initial ground rent to double every 10 years from commencement date of Lease. |
| 02/12/2011 | APT | David Carter Hughes | | £125 initial ground rent to double every 10 years from commencement date of Lease | £250 initial ground rent to double every 10 years from commencement date of Lease. |
| 16/03/2015 | APT | David Carter Hughes | | £295 initial ground rent to increase by RPI every 10 years | £250 initial ground rent to increase by RPI every 10 years |
| 26/06/2015 | HOUSE | David Carter Hughes | | £295 initial ground rent to increase by RPI every 10 years | £250 initial ground rent to increase by RPI every 10 years |
| TOTAL CASES - 14 | | | | | |