

IN THE MATTER OF PHILLIPPA DIONE CHEONG, solicitor

- AND -

IN THE MATTER OF THE SOLICITORS ACT 1974

Mr. A Gaynor-Smith (in the chair)
Mr. L N Gilford
Mr. D E Marlow

Date of Hearing: 9th September 2003

FINDINGS

of the Solicitors Disciplinary Tribunal
Constituted under the Solicitors Act 1974

An application was duly made on behalf of the Office for the Supervision of Solicitors (the "OSS") by Geoffrey Williams, solicitor of 2A Churchill Way, Cardiff CF1 4DW on 19th February 2003 that Phillippa Dione Cheong solicitor of Wake Green Road, Moseley, Birmingham, might be required to answer the allegations contained in the statement which accompanied the application and that such orders might be made as the Tribunal should think right.

The Applicant further sought that certain directions of the OSS made on 1st March 2001 and 22nd August 2001 should be treated for the purposes of enforcement as if they were contained in orders made by the High Court.

The allegations against the Respondent were that she had been guilty of conduct unbecoming a solicitor in each of the following respects:-

- (a) that she practised as a solicitor when there was no Practising Certificate issued to her in relation to such practice.
- (b) that she drew monies out of a client account otherwise than as permitted by Rule 22 Solicitors Accounts Rules 1998.

- (c) that she paid out of her client account a mortgage advance received from a client without having obtained the appropriate security for the said client.
- (d) that she permitted solicitors to be misled by the issue of inaccurate contract documentation.
- (e) that she failed to reply to correspondence from solicitors.
- (f) she failed to reply to correspondence from the OSS either promptly or at all.
- (g) that she failed to comply with proper Directions of the OSS.
- (h) that she breached the terms of professional undertakings.
- (i) that acting as a trustee she failed adequately to account to a beneficiary with respect to interest earned upon trust funds.
- (j) that she unreasonably delayed in post-completion work in conveyancing matters.
- (k) that she unreasonably delayed in paying the fees of Counsel.

By a Supplementary Statement of Geoffrey Williams dated 10th July 2003 it was further alleged against the Respondent that she had been guilty of conduct unbecoming a solicitor in that:-

- (l) she had further practised as a solicitor when there was no Practising Certificate issued to her in relation to such practice.

The application was heard at the Court Room, 3rd Floor, Gate House, 1 Farringdon Street, London, EC4M 7NS on 9th September 2003 when Mr Geoffrey Williams of Queen's Counsel appeared as the Applicant and the Respondent did not appear and was not represented.

At the conclusion of the hearing the Tribunal made the following orders:-

The Tribunal order that the Respondent, Phillippa Dione Cheong of Wake Green Road, Moseley, Birmingham, solicitor, be struck off the Roll of Solicitors and they further order that she do pay the costs of and incidental to this application and enquiry fixed in the sum of £14,071.31.

The Tribunal order that a direction be made that the second and third Directions of the Office for the Supervision of Solicitors made on 1st March 2001 against the Respondent Phillippa Dione Cheong of Wake Green Road, Moseley, Birmingham, with respect to the complaint of Mrs D. J-D be treated for the purposes of enforcement as if they were contained in Orders made by the High Court.

The Tribunal order that a direction be made that the Direction of the Office for the Supervision of Solicitors made on 22nd August 2001 that the Respondent Phillippa Dione Cheong of Wake Green Road, Moseley, Birmingham, should pay the sum of £170.00 being a costs reduction for inadequate professional services to Mrs S U L N be treated for the purposes of enforcement as if it were contained in an Order made by the High Court.

The Tribunal order that a direction be made that the Direction of the Office for the Supervision of Solicitors made on 22nd August 2001 that the Respondent Phillippa Dione Cheong of Wake Green Road, Moseley, Birmingham, should pay the sum of £1,514.77 being an ordered costs reduction for inadequate professional services to the Executors of the Estate of the late Mrs H B (deceased) be treated for the purposes of enforcement as if it were contained in an Order made by the High Court.

The facts are set out in paragraphs 1 to 51 hereunder:-

1. The Respondent born in 1958 was admitted a solicitor in 1988 and her name remained on the Roll of Solicitors.
2. At all material times the Respondent practised as a solicitor on her own account under the style of Martyn W Amey & Co at 108-110 High Street, Erdington, Birmingham B23 6RS, save for a brief period of practice as an Assistant Solicitor. Such sole practice ceased on or about 18th June 2002 upon intervention by The Law Society.

Allegations (a) and (l) Uncertificated Practice

3. The Respondent failed to submit to The Law Society Applications for Practising Certificates for the practice years 1999-2000 and 2000-2001.
4. On 29th April 2002 the Respondent's Practising Certificate which had been issued for the practice year 1998-1999 (and which had been held over) was terminated by The Law Society.
5. That notwithstanding the Respondent continued to practise as and to hold herself out as a solicitor. In consequence the said Intervention took effect. The Respondent did not appeal to the High Court.
6. On or about 1st May 2002 the Respondent submitted an Application to The Law Society for a Practising Certificate for the practice year 1st November 2001 – 30th October 2002. The requisite fee was paid.
7. On 28th August 2002 an Adjudicator of the OSS considered the Application and without prejudice to any outstanding matters and/or issues granted the Certificate on conditions inter alia of approved employment. The firm of ST & Co. was approved as an employer.
8. However prior to this decision being made the Respondent had been made aware by the OSS that any such Certificate could not actually be issued until the Respondent had remedied her default in relation to her contributions to Solicitors Indemnity Fund Limited with respect to her former practice.
9. No Practising Certificate was ever issued to the Respondent for the practice year 2001-2002. The Respondent was however employed as an assistant solicitor by ST & Co. between 1st September 2002 and 18th November 2002.

Accounts Inspection

10. Upon notice duly given to the Respondent an inspection of her books of account was carried out by the Forensic Investigation Unit of the OSS. A copy of the resulting report dated 28th June 2002 was before the Tribunal. The report noted the matters set out below.

Allegation (b)

11. A comparison of total liabilities to clients with cash held on client bank accounts at 30th September 2001 showed a cash shortage of £5,604.37. The existence of the cash shortage was agreed by the Respondent. It was remedied by transfers from office to client bank account during December 2001.
12. The principle cause of the cash shortage was an overpayment in the sum of £5,599.37 in the matter of Mr SK.
13. The Investigation Officer observed that the relevant account in the clients' ledger had been debited with a payment of £5,599.37 on 30th March 2001 and a further payment of £5,599.37 on 30th April 2001.
14. At a meeting held of 14th November 2001 the Respondent told the Investigation Office that she had acquired the firm of SK which was the subject of a Law Society Intervention and that she had received a subvention grant. This had become repayable when she had received funds from SK and the payments therefore related to the refund of the grant. The Respondent had thought that the first of these payments had been cancelled as the payee had not received it.
15. At a further meeting on 12th December 2001 the Respondent explained that she had written to her bank on 30th March 2001 to cancel the first cheque but the bank appeared not to have received the instructions.
16. At a meeting on 13th December 2001 the Investigation Officer queried why the shortage had not been rectified since 14th November 2001 when it had been brought to the Respondent's attention. The Respondent replied that this was because she wanted to be sure about the position and had queried the position with her bank and with the recipient of the cheques.

Allegations (b) and (c)

17. The Investigation Office observed one instance where the Respondent had distributed the majority of a mortgage advance prior to the completion of a commercial transaction.
18. The Respondent acted for Mr A in his purchase of a business and the assignment of the leasehold premises from which the business operated at a total price of £10,000. The Respondent also acted for HSBC Bank Plc in obtaining security over the business premises in relation to a loan of £60,000 that it had granted to Mr A.
19. The clients' ledger account showed a series of payments to Mr A in addition to transfers of the Respondent's costs and normal conveyancing payments. The relevant

transactions occurred between 23rd November 2001 and 17th October 2001. The mortgage advance was received on 22nd August 2001.

20. At a meeting on 17th December 2001 the Respondent confirmed to the Investigation Officer that the transaction had still not completed as at that date as:-

- * the assignment of the lease was still with the seller's solicitors
- * the Respondent had not released to the seller's solicitors the purchase monies of £10,000, which she had paid to them to be held to her order pending the execution by the Landlord of a licence to assign and a rent review memorandum
- * there were rent arrears of nearly £5,000, which had to be cleared
- * the licence to assign had not been completed.

The Respondent said, however, that she expected to complete the transaction the following day.

21. The Investigation Officer noted, therefore, that the mortgage advance had been utilised prior to completion of the transaction and he calculated that by 17th December 2001, ninety eight per cent of the mortgage advance had been utilised and that a total of £37,323.87 had been paid to Mr A.

22. At the meeting held on 17th December 2001, the Investigation Officer, asked the Respondent why she had utilised funds belonging to HSBC without having completed the transaction. The Respondent replied that as far as she was concerned the money belonged to the client as it had been released on an overdraft facility.

23. The Respondent said that HSBC had told her that Mr A had an overdraft facility and that upon receipt of the certificate on title, HSBC would authorise Mr A to issue a cheque for the advance. She added that she did not have a note of this conversation but that she believed that the manager at HSBC knew of the circumstances.

24. The Respondent indicated that as the client had paid the money to her by way of a business cheque, he was free to pay her as much or as little as he wished to do and that accordingly, she was entitled to return funds to him on demand. Further, the Respondent suggested that HSBC were aware of the position, especially as the client was already in possession of the business premises. She added that she had been in touch with HSBC "throughout on the phone".

25. However, upon written enquiry having been made of HSBC, the Investigation Officer ascertained the following:-

- * HSBC did not consider the mortgage advance to have been an overdraft facility whereby the borrower could call upon the funds from Messrs. Martyn W Amey & Co at any time irrespective of the position regarding the purchase of the business and the lease.
- * HSBC were not aware that part of the mortgage funds had been released to the borrower prior to completion of the transaction.

- * The provision of the mortgage advance was conditional upon the transaction reaching completion.

Allegation (d)

26. The Respondent acted for JDI in her sale of a property at a price of £56,000 and her purchase at a price of £117,000. Having reviewed the buyer's part contract in respect of the sale which stated that a deposit of £400.00 was held to order and the buyer's part contract for the purchase which stated that £11,700 was held to order the Investigation Officer calculated that on 21st August 2001 when contracts were simultaneously exchanged in respect of both property transactions the minimum amount that should have been held on client bank account for JDI should have been £11,300 (£11,700 less £400.00).
27. Upon reviewing the clients' ledgers in respect of these transaction the Investigation Officer ascertained that no funds were being held as at 21st August 2001.
28. Further the Investigation Officer observed that in relation to the purchase the seller's solicitors had written to the Respondent indicating that the deposit of £11,700 was being held to their order by the Respondent.
29. At a meeting held on 17th December 2001 the Investigation Officer suggested that, in relation to the purchase, the Respondent had misled the seller's solicitors about the deposit being held by her. The Respondent accepted that this was the case as she did not have enough money for JDI but she went on to explain that this had arisen as she had not checked the position carefully enough. The Respondent confirmed this in her written comments on the disciplinary proceedings dated 28th April 2003.

Allegations (e), (f), and (g) The Complaint on behalf of Mrs HB

30. The Respondent's firm acted for Mrs HB in a negligence action. Subsequent to the issue of Proceedings Mrs HB transferred her instructions to Messrs Challinors Lyon Clark ("CLC") Solicitors of Birmingham. CLC was concerned at the standard of service supplied to Mrs HB by the Respondent.
31. CLC wrote to the Respondent in this respect but the Respondent failed to reply to five letters. Consequently CLC complained to the OSS.
32. During the course of the OSS enquiry the Respondent failed to reply to four letters from the OSS. The Respondent gave no substantive explanation in relation to this complaint.
33. A Finding of inadequate professional service was made against the Respondent's firm on 22nd August 2001 and the Respondent's firm was ordered to refund their costs in the sum of £1,289.17 plus VAT. The Respondent had not complied with the order for a costs refund.

Allegations (e), (f) and (g), The Complaint by Hands & Co

34. Hands & Co Solicitors (“the Firm”) of Birmingham were instructed by one SUN to take Negligence Proceedings against the Respondent. The Respondent failed to reply to three letters from the firm and in particular failed to release the client file upon a proper request for delivery being made. Consequently the Firm complained to OSS.
35. The OSS investigated the matter and required the Respondent to deliver up the relevant file. The Respondent did not comply, neither did she reply to five OSS letters.
36. At the conclusion of its enquiry the OSS made a finding of inadequate professional services. An order for a costs refund was made. The Respondent had not complied.
37. The Respondent had made a payment to the Firm. However this represented the client account balance held and not the refund of the costs.

Allegations (f) and (h) The Complaint by Messrs Bynes

38. The Respondent acted for one CG in her sale of a property to one BJ who was represented by Messrs Bynes Solicitors of Torquay. There was a property exchange. BJ was selling a property to CG. The same solicitors acted in this transaction. Completion of both transactions was effected on 8th June 2001.
39. Exchange of contracts had been effected during a telephone conversation between the Respondent and Mr John Byne on 1st June 2001 at 5.35 pm. Law Society Formula B was utilised. Messrs Bynes prepared written memoranda of exchange. A copy of a relevant telephone attendance note was before the Tribunal.
40. Formula B involved an undertaking to send the signed contract to the other side forthwith.
41. Messrs Bynes wrote to the Respondent seeking her part of the contracts.
42. The contracts not having been received, Messrs Bynes complained to the OSS on 6th September 2001.
43. The Respondent failed to provide any explanation to the OSS. She did not reply to two OSS letters. Messrs Bynes had not received the signed contracts.

Allegations (e), (f), (g), (i), (j), The Complaint by Mrs J-D

44. Mrs JD was a beneficiary under the will of her late father, Mr CJ, who died on 27th February 1990. Her entitlement was held in a trust fund. The Respondent (with another) was a trustee.
45. JD became concerned as to the investment (or lack of investment) of the trust fund and also by the Respondent’s failure to render accounts and provide information. Consequently JD complained to the OSS on 7th May 1999.

46. The Respondent dealt with this matter whilst practising both on her own account and between about December 1998 and May 1999 as an employee solicitor with Messrs England Strickland & Hampton Solicitors of Birmingham. A copy of a letter from that firm to JD raising complaint issues was before the Tribunal.
47. An investigation was carried out by Mr BS of the OSS and copy of his report dated 2nd October 2000 was before the Tribunal. The report noted in particular the following:-

“In essence, she failed to place the trust monies on a designated deposit account at an early stage. If she had done so, interest would have been calculated and credited to the trust automatically. Instead, the trust monies were held as part of her general client account. Interest was earned by the firm on the general client account balance but since the trust funds were not held separately it proved difficult to calculate and credit the precise sums due to the trust...

These calculations suggested that Ms Cheong was aware of the complications arising from failing to place the trust monies on separate deposit from, at the latest, 26th November 1992... Indeed, Ms Cheong has accepted in interview that she must have been aware of the emerging difficulties in relation to interest from this date. Despite this, the files and ledgers show that funds were not put in a separate interest earning account until 1st September 1999.

We therefore have a situation where funds were held from 21st May 1990 until 1st September 1993 with interest earned being credited to the firm rather than the trust. Whilst a ‘corrective’ transfer of interest was made on 3rd April 1992, this only related to interest due up to 30th April 1991. Interest was later earned and credited when the funds were put in a separate account from 1st September 1993, but there is in effect ‘missing interest’ for the period of 1st May 1991 to 31st August 1993. This missing interest has caused ongoing effects which continue to the present day..

If Ms Cheong had credited the trust with the missing interest when aware of the problem in 1992/93, this would have added to the balance which itself then earned interest. In other words, the trust would have benefited from a compounding effect. Ms Cheong has admitted in interview that the reason she did not credit the missing interest at the time was because of cash flow problems at Martyn W Amey & Co.

It should be noted that Ms Cheong has paid, and continues to pay, certain personal bills of the beneficiary, Mrs J-D, out of the firm’s office account. The attached ledgers show a total of £11,267.25 paid in this way towards the beneficiary’s council tax, gas, electricity and cable TV bills etc.. It has become clear from interviewing Ms Cheong that these payments are intended to compensate the beneficiary for the ‘missing interest’ due to the trust...

There has therefore been an attempt to address the ‘debt’ owed to the estate by making regular small payments over a period of time. However, Ms Cheong does not know precisely what amount of missing interest is due to the trust.

Since she does not have a definitive figure for the missing interest, she is not able to say whether she has, or when she will have, fully compensated the trust”...

The OSS then continued its enquiry by correspondence in the usual way.

48. In the course of this enquiry, JD instructed Messrs Shakespeares Solicitors of Birmingham to act on her behalf. The Respondent failed to reply to correspondence from the firm requesting the file. This prompted a further complaint to the OSS.
49. On 1st March 2001 an OSS Adjudicator made Directions adverse to the Respondent. A copy of the directions was before the Tribunal. The Respondent had not complied with any of the directions. She was notified of them on 9th March 2001.
50. In the course of the enquiry the Respondent failed to reply to seven letters from the OSS.

Allegation (k)

51. Following his inspection Mr BS wrote to the Respondent raising amongst other matters the late payment of Counsel and or agents fees in respect of client matters. A copy of his letter of 28th September 2000 was before the Tribunal. Mr BS wrote that both matters were characterised by Counsel’s Clerk and the solicitor agents in question sending to the Respondent numerous fee notes and chaser letters without initial reply by the Respondent.

The Submissions of the Applicant

52. The Tribunal was referred to the Respondent’s comments on the disciplinary proceedings dated 28th April 2003 and her email letter to the Tribunal dated 8th September 2003. In the submission of the Applicant it was difficult to establish from these documents which allegations were admitted or denied and the Applicant would therefore seek to prove the case save where there were clear admissions.
53. There were numerous allegations against the Respondent but the Applicant did not allege dishonesty.
54. In relation to allegation (a) the Tribunal was referred to a letter of 14th February 2002 from the OSS to the Respondent chasing her for Practising Certificate applications for two practice years and to a letter of 29th April 2002 from the OSS to the Respondent which made it plain that the Practising Certificate under which she was holding over had been terminated with effect from the 29th April 2002. The letter also said that any subsequent Practising Certificate would be effective from the date on which it was issued. Despite this the Respondent had continued as a sole practitioner and to hold herself out as a solicitor as could be seen by her letter to the OSS of 14th May 2002.
55. Allegation (l) also related to uncertified practice but of a different character. Although her Practising Certificate had been granted by the Chief Adjudicator on the basis of the Respondent’s approved employment with ST & Co, the letter from the OSS to the Respondent dated 20th May 2002 made clear that a Practising Certificate

could not be issued because of the unpaid contributions to the Solicitors Indemnity Fund. This was confirmed in a further letter dated 19th November 2002.

56. In a letter to the OSS dated 22nd November 2002 the Respondent had written:-
- “In August of this year I was offered employment by ST of ST & Co....
- I am aware that I have not cleared my debt with SIF...
Because of my financial situation I am aware that my Practising Certificate for 2001/2 has been granted but not issued. As a result I have not held myself out to be a solicitor to anyone during my employment with ST. I have worked on files at her direction and request”.
57. However by operation of Section 1 and Section 1A of the Solicitors Act 1974 when a solicitor was employed in a firm he or she was deemed to be a practising solicitor and the Respondent had no Practising Certificate.
58. The period in question was from the 1st September 2002 till the 11th November 2002. A letter from ST & Co, of whom no criticism was made, dated 4th December 2002 set out the limited number of hours worked by the Respondent for the firm.
59. In relation to the cash shortage identified by the Investigation Officer the Applicant accepted that this had arisen because of an error.
60. In relation to the matter of Mr A the Respondent had disbursed the funds before completion by taking costs and of making a series of payments to Mr A in addition to normal conveyancing payments.
61. In the matter of Mrs HB the Respondent had hampered the complainant firm in doing what they needed to do for their client. The Tribunal was referred to a letter from the daughter of Mrs HB to the OSS dated 12th April 2001 following the death of Mrs HB. The daughter referred to the strength of feeling of her late mother about the matter and the daughter adopted the complaint.
62. The Respondent had not complied with the Direction of the OSS and the Applicant sought an enforcement order even if the Respondent could not now comply.
63. In relation to the complaint by Hands & co the Tribunal was asked to note that the authority provided to that firm by their client to enable them to request the file had been expressed on a forthwith basis. Again the Applicant sought an enforcement order.
64. In relation to the complaint by Messrs Bynes, the contract had never been received by the complainants but the Respondent in her comments on the disciplinary proceedings had said that from her recollection her client’s signed part of the contract had been sent to Messrs Bynes soon after the exchange of contracts.
65. In the submission of the Applicant the most serious allegations related to the matter of Mrs JD. Mrs JD had expressed a feeling of hopelessness at this matter. It had not been possible to get to the bottom of the awful mess. The Respondent had paid bills

by way of purported compensation for the interest but no one knew how much compensation was due. The Respondent had ignored the letters from Mrs JD's new solicitors.

66. The Applicant had sought an enforcement order relating to all the directions made by the OSS in this matter but accepted that there might be some difficulty in the Respondent complying with certain of the directions.
67. A wide range of allegations of misconduct against the Respondent was before the Tribunal of which the wholesale failure to account for interest to Mrs JD was the most serious. The Respondent's firm had been in a total state of decline and collapse. Whilst there were sad aspects to the case these were very serious matters. There had also been a total disregard by the Respondent in terms of complying with the regulatory body.

The Submissions of the Respondent

68. The Tribunal had before it the Respondent's comments on the disciplinary proceedings which she had agreed that the Applicant should put to the Tribunal on her behalf. Further representations were made in her letter of 8th September 2003. In that letter she apologised for her absence from the hearing and confirmed that she did not wish matters to be adjourned. She was unable to attend due to lack of finances now that she was bankrupt and due to childcare difficulties.
69. In addition to the comments already made she pointed out that all her Law Society fees for Practising Certificates had been paid and that with regard to her employment with ST & Co she believed she had been given permission to work for that firm from the 1st September 2002. She now realised that she had not fully appreciated that this was also subject to her paying the outstanding dues to the Solicitors Indemnity Fund. During the employment with ST & Co she had not held herself out to be a solicitor but was purely "office staff".
70. The Respondent said that she would not be able at present to pay a fine. She would prefer not to be struck off as she would like to return to work in the fairly near future. ST was still willing to employ her.
71. The Respondent further wrote:-
- "I also understand that this hearing will be open to the Public, and to reporters. I am acutely aware of the pain this, my firm's intervention and my bankruptcy have already given to my parents, family and children and hope that if this is in the newspapers they will have this in mind. I feel that I have disgraced them enough".

The Findings of the Tribunal

72. Having carefully considered the documentation including all the representations made by the Respondent, the Tribunal found each of the allegations proved. The Respondent in her written comments had made representations in relation to Mr A and to the complaints by Hands & Co., and by Bynes which were effectively denials

of the allegations but had put forward no evidence in support. The Tribunal therefore accepted the documentary evidence put forward by the Applicant. The Tribunal on 9th September 2003 had found the Respondent had been guilty of a catalogue of errors which was compounded by her widespread ignoring of correspondence both from other solicitors and from her own regulatory body. The Tribunal noted the distress expressed by Mrs JD and the strength of feeling of the late Mrs HB as reported by her daughter. The allegations in respect of Mrs JD were particularly serious. Clients rightly expected the highest standards of stewardship in relation to funds entrusted to solicitors. The Respondent had fallen so far short of those standards that it had not been possible for anyone else to sort out the mess. The Respondent had practised uncertificated although her position had been made clear to her in letters from the OSS. Although no dishonesty had been alleged against the Respondent the allegations substantiated against her were so serious that in the interest of the public and the reputation of the profession she could not be allowed to continue in practice.

73. The Tribunal noted the Respondent's financial position but considered it right to make the enforcement orders sought. In respect of Mrs JD the Order would be limited to those Directions of the OSS still capable of being complied with by the Respondent.

Previous appearance before the Tribunal

74. At a hearing on 2nd January 1997 the following allegations were substantiated against the Respondent namely that she had been guilty of conduct unbecoming a solicitor in each of the following respects namely that she had:-
- (a) failed to reply to correspondence from the Solicitors Complaints Bureau:
 - (b) failed to comply with a direction of an Assistant Director of the Solicitors Complaints Bureau.

The Tribunal in 1997 accepted that the Respondent had found herself in a very difficult position. The Tribunal accepted that the Respondent's house had been put under order. The Tribunal had on many occasions made it plain that it considered that it was wholly unacceptable for a solicitor to ignore letters addressed to him or her by his or her own professional body. The Tribunal on that occasion imposed a fine of £1,000 on the Respondent together with the Applicant's costs.

75. At the conclusion of the hearing the Tribunal ordered that the Respondent, Phillippa Dione Cheong of Wake Green Road, Moseley, Birmingham, solicitor, be struck off the Roll of Solicitors and they further ordered her to pay the costs of and incidental to the application and enquiry fixed in the sum of £14,071.31.
76. The Tribunal ordered that a direction be made that the second and third Directions of the Office for the Supervision of Solicitors made on 1st March 2001 against the Respondent Phillippa Dione Cheong of Wake Green Road, Moseley, Birmingham, with respect to the complaint of Mrs D. J-D be treated for the purposes of enforcement as if they were contained in orders made by the High Court.
77. The Tribunal ordered that a direction be made that the Direction of the Office for the Supervision of Solicitors made on 22nd August 2001 that the Respondent Phillippa

Dione Cheong of Wake Green Road, Moseley, Birmingham, should pay the sum of £170.00 being a costs reduction for inadequate professional services to Mrs S U L N be treated for the purposes of enforcement as if it were contained in an order made by the High Court.

78. The Tribunal ordered that a direction be made that the Direction of the Office for the Supervision of Solicitors made on 22nd August 2001 that the Respondent Phillippa Dione Cheong of Wake Green Road, Moseley, Birmingham, should pay the sum of £1,514.77 being an ordered costs reduction for inadequate professional services to the Executors of the Estate of the late Mrs H B (deceased) be treated for the purposes of enforcement as if it were contained in an order made by the High Court.

DATED this 20th day of October 2003
on behalf of the Tribunal

A Gaynor-Smith
Chairman