

IN THE MATTER OF ANGELA ROBINSON, solicitor

- AND -

IN THE MATTER OF THE SOLICITORS ACT 1974

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Mr J P Davies (in the chair)  
Mr L N Gilford  
Mrs C Pickering

Date of Hearing: 10th February 2005

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## **FINDINGS**

of the Solicitors Disciplinary Tribunal  
Constituted under the Solicitors Act 1974

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An application was duly made on behalf of The Law Society by Stuart Roger Turner solicitor of Lonsdales Solicitors 342 Lytham Road, Blackpool, Lancashire FY4 1DW on 2<sup>nd</sup> October 2003 that Angela Robinson solicitor of Peach Street, Wokingham, Berkshire might be required to answer the allegations contained in the statement which accompanied the application and that such order might be made as the Tribunal should think right.

Subsequently the Tribunal was notified that the Respondent's address had changed to Finchhampstead, Wokingham, Berkshire.

On 11<sup>th</sup> November 2003 the Applicant made a supplementary statement containing further allegations.

On 3<sup>rd</sup> November 2004 the Applicant made a second supplementary statement containing further allegations.

On 16<sup>th</sup> December 2004 the Applicant made a third supplementary statement containing further allegations.

The allegations set out below are those contained in the original and three supplementary statements.

The allegations were that the Respondent had been guilty of conduct unbecoming a solicitor in each, all or any of the following circumstances namely:-

- (1) that she delayed in complying with an Undertaking given on 3<sup>rd</sup> May 2001 in respect of dealing with outstanding service charges liabilities;
- (2) that she failed to inform the recipient of the Undertaking as to the reasons for the delay in complying with it;
- (3) that she failed to take any or any reasonable steps to obtain a properly executed transfer Deed in breach of paragraphs (a) and (d) of the Practice Rule 1, Solicitor Practice Rules 1990;
- (4) that she failed to reply substantively to the Office for the Supervision of Solicitors (OSS).
- (5) allegation 4 of the Rule 4 Statement was repeated in respect of different facts;
- (6) that the Respondent breached her undertaking to adopt The Law Society's code for completion by post in respect of a conveyancing matter;
- (7) that contrary to Practice Rule 1 the Respondent impaired or compromised:-
  - (a) her integrity;
  - (b) her duty to act in the best interests of her client;
  - (c) the good repute of herself or of the Solicitors profession;
  - (d) her proper standard of work.
- (8) by the improper exercise of a lien over a client's file of papers;
- (9) by misleading The Law Society in the course of their investigation of a complaint;
- (10) allegation (4) of the Rule 4 Statement of 2<sup>nd</sup> October 2003 was repeated in respect of two further matters;
- (11) by failing to comply with a direction of an Adjudicator of The Law Society both to make a refund to a client of a portion of their fees and to pay compensation to a client in respect of findings of inadequate professional service;
- (12) by practising as a solicitor whilst un-certificated to do so contrary to S1 of the Solicitors Act 1974;
- (13) by failing to keep properly reconciled books of account;
- (14) that contrary to Section 34 of the Solicitors Act 1974 the Respondent failed to file with The Law Society an Accountant's Report for the period ending 31<sup>st</sup> December 2003 and for the period ending 16<sup>th</sup> February 2004;

- (15) allegation 4 of the Rule 4 Statement of 2<sup>nd</sup> October 2003 was again repeated (in relation to different facts).

The application was heard at the Court Room 3<sup>rd</sup> Floor, Gate House, 1 Farringdon Street, London EC4M 7NS when Stuart Roger Turner appeared as the Applicant. The Respondent did not appear and was not represented.

**At the conclusion of the hearing the Tribunal made the following order:-**

The Tribunal Orders that the Respondent Angela Robinson of Finchhampstead, Wokingham, Berkshire (formerly of Peach Street, Wokingham, Berkshire) solicitor, be struck off the Roll of Solicitors and it further orders that she do pay the costs of and incidental to this application and enquiry fixed in the sum of £6,522.36.

**The facts are set out in paragraphs 1 to 64 hereunder:-**

1. The Respondent, born in 1961, was admitted as a solicitor in 1986. At the material times she practised as a partner in the firm of Robinsons at Wokingham in Berkshire. Since 5<sup>th</sup> March 2003 the Respondent practised as a sole practitioner.

Allegations 1 to 4

2. The Respondent acted for the sellers (who themselves were recent purchasers) of a property at Tooting. The transfer to the clients was till being processed by the Land Registry. Mr F, was the purchaser and instructed a colleague in his firm of Somerton Fletcher (SF) solicitors to conduct the matter.
3. On 3<sup>rd</sup> May 2001 SF wrote to the Respondent requesting an undertaking that she would retain £700.00 from the sale proceeds to cover outstanding service charges.
4. On the same day the Respondent replied:-  
  
“...we confirm you may accept this letter as our Undertaking to retain £700.00 from the sale proceeds on the basis as set out in your letter...”
5. Completion of the sale and purchase took place on 4<sup>th</sup> May 2001. On 4<sup>th</sup> June 2001 it became clear that issues about the use of the property and the service charges owing remained outstanding. Chasing letters were sent by SF on 23<sup>rd</sup> July, 9<sup>th</sup> May, 7<sup>th</sup> August and 12<sup>th</sup> September 2001.
6. The Respondent replied on 24<sup>th</sup> September 2001. She suggested that SF contact the local authority to establish what monies were owed to the council by way of service charges so that she could account to her client for the retention moneys.
7. SF wrote again to the Respondent on 25<sup>th</sup> September 2001. No evidence had been supplied to show that the Respondent’s client’s mortgage had been discharged preventing registration of the transfer. A repayment of service charge was due.

8. On 11<sup>th</sup> October 2001 SF wrote to the Respondent. The Land Registry had raised a requisition on the application. The transfer to Mr F was effected by a power of attorney. SF stated that they had been unaware that this was the case and requested the Respondent to deal with the legal formalities to enable the registration of the title. On 23<sup>rd</sup> October 2001 the power of attorney was sent to SF to be forwarded to the Land Registry.
9. On 10<sup>th</sup> November 2001 the Land Registry again wrote to SF stating that the Power of Attorney was not adequate and that the transfer could not be registered as it had not been signed by two persons. SF wrote to the Respondent requesting that she contact her clients to obtain a re-executed transfer deed. No response was received and two further letters requesting that the matter be dealt with urgently were sent on 18<sup>th</sup> December 2001 and 14<sup>th</sup> January 2002. There was no response. A further letter was sent on 1<sup>st</sup> February 2002 stating that unless the matter was dealt with satisfactorily reference would be made to the OSS. In the absence of a response such reference was made on 20<sup>th</sup> February 2002.
10. On 11<sup>th</sup> April 2002 a customer assistance officer of the OSS wrote to the Respondent requesting an urgent explanation. The Respondent replied on 7<sup>th</sup> May 2002. She blamed a former employee and stated that she had difficulty in obtaining service charge information from the council. She did write to her client on 18<sup>th</sup> December 2001 but had not received a reply. The Respondent had not notified SF of the steps she had taken
11. On 21<sup>st</sup> June 2002 the Respondent wrote to SF apologising for the delay stating that her firm had been "rather bogged down again". Mr S replied on the 4<sup>th</sup> July 2002 taking the view that the Respondent should be giving the matter priority.
12. The OSS wrote to the Respondent on 6<sup>th</sup> August 2002 requiring a formal response within 14 days. No response was received. A letter was sent to the Respondent on 2<sup>nd</sup> September 2002 requiring a response within eight days. No reply was received. A further letter of 8<sup>th</sup> April 2003 remained unanswered.
13. It appeared that the outstanding matters had been resolved by the efforts of SF.

Allegations 5 to 7

14. The Respondent acted for the Vendors in the sale of a piece of land to clients of KM and Co Solicitors. The transaction was the sub-purchase of part of land being purchased contemporaneously by the Respondent's clients.
15. KM and Co raised requisitions on title, dated 24<sup>th</sup> January 2002, using The Law Society's "Transaction Scheme".
16. The Requisition form had on its face a warning that a reply to requisition 4.2 was to be treated as a solicitor's undertaking. Requisition 4.2 was in the following form:-  
 "if we wish to complete through the post, please confirm that:-

- (a) you undertake to adopt the current Law Society's code of completion by post and;
  - (b) the mortgages and charges listed in reply to 6.1 are those specified for the purpose of paragraph 3 of the Code".
17. On 25<sup>th</sup> January 2002 the Respondent's reply to requisition 4.2 confirmed that she undertook to adopt the current Law Society's Code for Completion by Post.
18. The Law Society's Code for Completion by Post at paragraph 10 is (after completion) "...the Seller's Solicitors undertake:-
- (i) Immediately completion has taken place to hold to the buyer's solicitors order every item referred to in (iv) of paragraph 5 of The Law Society's Code for Completion, and not to exercise a lien over any such item;
  - (ii) As soon as possible after completion and in any event on the same day:-
    - (i) to confirm to the buyer's solicitors by telephone or fax that completion has taken place; and;
    - (ii) to send written confirmation and, at the risk of the buyer's solicitor, the items listed in (iv) of paragraph 5 to the buyer's solicitor by first class post or document exchange".
19. Exchange of contracts took place on 23<sup>rd</sup> January 2002. Completion took place on 31<sup>st</sup> January 2002.
20. On 10<sup>th</sup> May 2002 KM and Co wrote to the Respondent requesting:-
- 1. permission to date the transfer;
  - 2. confirmation that the penalty payable due to late stamping would be payable by the Respondent's client;
  - 3. a certified copy of the transfer from the original vendor to the Respondent's client;
  - 4. The deposit number of the freehold land certificate in order to register the transfer of part.
21. The Respondent did not follow The Law Society's Code for Completion by Post. She was thereby in breach of her undertaking so to do by failing to supply the items listed in KM and Co's letter.
22. On 17<sup>th</sup> March 2003 KM and Co wrote to the OSS to complain that the Respondent had not replied to their letter of 10<sup>th</sup> May 2002. They said they had written to the Respondent on at least eight occasions and in a letter of 11<sup>th</sup> November 2002 the writer referred to over ten telephone messages having been left without a reply.

23. KM and Co in April 2003 indicated to the OSS that they thought they would themselves be able to take steps to ensure that their client's title be registered at the Land Registry, but on 2<sup>nd</sup> May 2003 KM and Co wrote to the OSS. They had encountered further problems with the registration of title. They had discovered that the original Vendors of the whole of the property were still the registered proprietors. The registration of KM and Co's client's transfer could not be executed until the transfer from their clients' vendors had been registered. KM and Co wrote to the Respondent on 29<sup>th</sup> May to put her on notice that she was in breach of her contractual obligations and that significant damages would flow. It was hoped that the Respondent would reply quickly. The Respondent did not reply.
24. The OSS wrote to the Respondent on 5<sup>th</sup> June 2003 asking for an explanation within fourteen days. A chasing letter was sent on 25<sup>th</sup> June 2003 but returned because the DX box had been closed. A further letter was sent on 3<sup>rd</sup> July requiring the matter to be given urgent attention and seeking a reply within seven days. There was no reply.
25. A formal OSS letter was sent on 15<sup>th</sup> September 2003. There was no reply from the Respondent.

Allegations 8 to 13 (client Mrs JC)

26. In December 2000 an established commercial client of the Respondent, PC Limited, instructed her to act on its behalf in the purchase of its business premises. Mrs JC was a director of PC Limited together with her husband. They decided to set up a self-administered pension scheme which would purchase the building and then lease it to the company. Mrs JC gave instructions on behalf of PC Limited to the Respondent.
27. The funds for the purchase were provided by NatWest Bank plc. The Respondent acted for the pension scheme, PC Limited and NatWest Bank plc.
28. Contracts were exchanged on the 27<sup>th</sup> April 2001 with completion on 23<sup>rd</sup> May 2001. Between exchange and completion the Respondent raised with the vendor the question of apportioning the purchase price between the property and fixtures and fittings. This was important to PC Limited because of the stamp duty implications. The purchase price was £225,000 on which stamp duty payable would have been one percent. Prior to exchange it was established that the landlord vendor had registered the premises for VAT and as a result stamp duty would be calculated on the price of the property plus VAT. On this basis stamp duty would have been charged at three percent. Mrs JC hoped that by apportioning the price between the property and the chattels the value of the property would not exceed the threshold at which stamp duty would be charged at one percent. The Landlord would not agree to apportion. The Respondent wrote to PC Limited's financial advisor saying that she had agreed with Mrs JC that she would present the matter to the Inland Revenue after completion for adjudication and that Mrs JC would abide by their decision.
29. After completion the Respondent sent the transfer of the property for adjudication by the Inland Revenue. The application for retrospective apportionment was unsuccessful. On 17<sup>th</sup> October 2001 the Inland Revenue wrote to the Respondent

saying that stamp duty was due at the level of three percent and that interest was due in respect of the late payment.

30. The Respondent wrote to Mrs JC on 22<sup>nd</sup> October 2001 informing her of the Inland Revenue's decision and saying that she would be writing to them about the interest payable. She did so on the same day. On 23<sup>rd</sup> October the Respondent sent an e-mail to Mrs JC asking for a cheque for £8,315 in respect of the stamp duty. This amount was sent to the Respondent on 30<sup>th</sup> October 2001. The sum sent to the Revenue was £245.00 short because the Revenue charged a further £245.00 interest caused by the delay while the adjudication was in process. Despite the Respondent's protest the Inland Revenue insisted that payment and stamping of the various documents was completed in February 2002. Registration at the Land Registry was completed on 11<sup>th</sup> April 2002. This was nine months after completion. The Respondent did not supply to her client bank the title deeds until over a year later.
31. On 13<sup>th</sup> June 2002 National Westminster Bank plc wrote to the Respondent asking when it would receive the deeds. NatWest sent further letters to the Respondent requesting a reply on 4<sup>th</sup> and 25<sup>th</sup> July 2002, 15<sup>th</sup> and 19<sup>th</sup> August 2002, 21<sup>st</sup> September 2002 and 31<sup>st</sup> October 2002. On 7<sup>th</sup> January 2003 the NatWest wrote again to the Respondent advising that they would complain to the OSS and did so on the same day. The deeds were eventually received by NatWest Bank plc on 25<sup>th</sup> February 2003. A copy of the Board Resolution of PC Ltd, authorising the giving of the security to NatWest, was received on 14<sup>th</sup> April 2003.
32. On 11<sup>th</sup> October 2001 Mrs JC sent an e-mail to the Respondent asking what paperwork, if any, she would get. The Respondent replied on 18<sup>th</sup> October explaining that the deeds would be sent to the bank and that she, Mrs JC, would receive a copy of the lease and she would keep the original in safe custody or she would send the original to Mrs JC. On 21<sup>st</sup> January 2002 Mrs JC sent an e-mail to the Respondent advising that the company had still not received the lease and asked for it to be sent.
33. On 5<sup>th</sup> February 2002 Mrs JC wrote to the Respondent asking again for the original lease and any supporting paperwork and documentation. The Respondent wrote to Mrs JC on 25<sup>th</sup> March saying she had proposed to send the relevant documentation all together but it would now be sensible for her to retain the lease until registration was completed. Registration was completed on 11<sup>th</sup> April 2002.
34. On 10<sup>th</sup> April 2002 the Respondent wrote to Mrs JC requesting an outstanding amount of £380 being the amount of stamp duty payable on the lease. This had been paid by the client the previous October and Mrs JC queried the request on at least two occasions, but on 16<sup>th</sup> July 2002 the Respondent wrote to Mrs JC again requesting a cheque for £380.00 upon receipt of which she would arrange to release the relevant documentation.
35. Mrs JC wrote to the Respondent on 24<sup>th</sup> May 2002. She queried whether it was normal not to have received any final paperwork a year after buying the property. There was no reply.
36. Mrs JC wrote to the Respondent on 26<sup>th</sup> July and 6<sup>th</sup> August 2002 requesting clarification of the monies owed and for the completion paperwork. The Respondent

did not reply. On 12<sup>th</sup> September 2002 Mrs JC sent a “Complaint Resolution Form” to the Respondent. The Respondent did not reply and so Mrs JC referred the matter to The Law Society on 22<sup>nd</sup> October 2002.

37. From April 2002 the Respondent believed that her clients owed her £380 and in her letter of 16<sup>th</sup> July 2002 made it clear that she was not prepared to release documents to them until the bill had been settled.
38. On 7<sup>th</sup> February 2003 The Law Society sent a fax to the Respondent asking her to explain why she had failed to respond to PC Limited’s request for her charges to be clarified. The Respondent replied by fax on 25<sup>th</sup> February 2003 stating there had been a mistake and no money was in fact owed. The Respondent’s action in withholding the documents on the grounds that the money was outstanding was based on a mistake. She did not release any documents to the client then or before the point at which The Law Society recovered the file pursuant to its decision to effect a limited intervention.
39. On 16<sup>th</sup> May 2003 a Law Society caseworker telephoned the Respondent to discuss the issue of the outstanding paperwork due to Mrs JC and her company. The Respondent sent a fax to The Law Society on 28<sup>th</sup> May stating that she was not sure what Mrs JC expected to receive. The Law Society caseworker replied on 6<sup>th</sup> June stating that Mrs JC was waiting for paperwork in respect of the lease.
40. The Law Society first raised Mrs JC’s complaint with the Respondent by fax on 7<sup>th</sup> February 2003. The fax asked the Respondent to telephone the caseworker by 10<sup>th</sup> February. Somebody from the Respondent’s firm telephoned to say that the Respondent had lost her voice. The caseworker asked for the Respondent to telephone him on 11<sup>th</sup> February. On 10<sup>th</sup> February the Respondent sent a fax saying that she could not telephone, that she had lost her voice, but would respond by fax as soon as possible. On 11<sup>th</sup> February 2003 the caseworker sent a fax to the Respondent asking for immediate confirmation that the deeds had been released. The Respondent replied on 19<sup>th</sup> February but she did not address the complaints. She said that she would give more details the next day. By 25<sup>th</sup> February 2003 no further information had been received by the caseworker from the Respondent and so she telephoned whereupon she was told that a ten page letter had been drafted. That letter arrived later that day but was not satisfactory as it did not provide any supporting evidence.
41. The matter was transferred to the Client Relations Office of The Law Society and during May The Law Society telephoned the Respondent on six occasions and spoke to her only once when she said she would supply documentation but subsequently failed to do so. On 6<sup>th</sup> June 2003 The Law Society wrote to the Respondent putting the complaints to her and requiring a formal response by 20<sup>th</sup> June 2003. Further letters were sent on 25<sup>th</sup> June and 4<sup>th</sup> July, the latter containing the statutory notice that if the Respondent failed to reply within ten days the decision might be made by The Law Society to invoke the provisions of Section 12(1)(e) of the Solicitors Act 1974. No response was received to any of these letters. There were nine telephone calls made to the Respondent to which she did not respond.
42. On 14<sup>th</sup> July 2003 the Respondent sent a fax to The Law Society saying that the file previously requested by them would be sent in the next two days. On 17<sup>th</sup> July 2003



the Respondent advised The Law Society caseworker that the file had been sent to her by registered post on 15<sup>th</sup> July 2003. On 23<sup>rd</sup> July 2003 the caseworker advised the Respondent by telephone that the file had not been received. The Respondent said that that was a copy and she would send the original by recorded delivery.

43. On 25<sup>th</sup> July 2003 the caseworker telephoned to speak to the Respondent again to say that she still had not received the file. The Respondent said the file had been sent the day before and she would fax a copy of the recorded delivery slip to the caseworker. The caseworker telephoned again on 29<sup>th</sup> July 2003 on two occasions as no evidence had been received that the file had been sent. On both occasions the caseworker was told that the Respondent was unavailable. On 30<sup>th</sup> July the caseworker telephoned again and was told that the Respondent was busy and that she needed to find the recorded delivery slip. The file itself was collected by a representative of The Law Society in August 2003.
44. On 10<sup>th</sup> February 2004 an Adjudicator of The Law Society decided to refer the conduct of the Respondent to the Solicitors Disciplinary Tribunal. The Respondent was given the right of review but did not exercise it. Additionally the Adjudicator directed that the Respondent pay to PC Limited the sum of £867.50 as compensation for the inadequacies of service and further directed that the Respondent refund PC Limited the sum of £250 plus VAT, a total of £293.75, by way of a reduction of the Respondent's bill dated 30<sup>th</sup> March 2001. The Respondent failed to make payment.

#### Client Mrs F-K

45. Mrs F-K was the widow of Mr GN F-K who died on 21<sup>st</sup> January 2001. The Respondent was his sole executor and Mrs F-K was his sole beneficiary.
46. Progress in winding up the estate was slow and on 13<sup>th</sup> July 2001 a complaint on behalf of Mrs F-K was made to The Law Society by CI Solicitors. They had previously raised complaint with the Respondent on 12<sup>th</sup> June 2001 but the responses received from her dated 6<sup>th</sup>, 20<sup>th</sup>, and 25<sup>th</sup> June and 4<sup>th</sup> July were unsatisfactory.
47. Between July 2001 until the latter part of 2002 The Law Society tried to ensure the progress of the administration of the estate, but without success. On the 16<sup>th</sup> December 2002 The Law Society wrote to the Respondent setting out formal complaints about her level of service. The letter included a warning that if the Respondent failed to provide a satisfactory explanation within 21 days then formal notice in relation to Section 12(1)(e) of the Solicitors Act 1974 might be given.
48. No response was received and attempts to speak on the telephone with the Respondent on 7<sup>th</sup> and 13<sup>th</sup> January were unsuccessful. Somebody from the Respondent's office did telephone on 13<sup>th</sup> January stating that the Respondent was unwell.
49. The Law Society sent further letters on 21<sup>st</sup> and 28<sup>th</sup> January 2003, the latter seeking a response by the 11<sup>th</sup> February. There was no response. Attempts to telephone the Respondent on two occasions were unsuccessful. Mrs F-K's son wrote on 23<sup>rd</sup> February 2003 to The Law Society expressing his exasperation at the Respondent's failure to communicate.

50. A formal decision under Section 44B Solicitors Act 1974 was made by The Law Society on 28<sup>th</sup> April 2003. The Production Order was sent to the Respondent on that day but no response was received. The Law Society also chased her by telephone, fax and post on 12<sup>th</sup> May. A further chasing letter was sent on 22<sup>nd</sup> May but no response was received.
51. The Intervention and Disciplinary Unit of The Law Society were instructed to recover the file and it was collected from the Respondent's offices in August 2003.
52. On 6<sup>th</sup> February 2004 an Adjudicator of The Law Society decided to refer the Respondent's conduct to the Tribunal. In addition, the Adjudicator directed that the Respondent pay to the nominated solicitors of Mrs F-K their reasonable costs plus VAT for the work carried out. On 11<sup>th</sup> January 2002 Mrs F-K's chosen solicitors CI Solicitors submitted an interim bill to her for £3,262.10 inclusive of VAT. The Respondent indicated she would be willing to contribute £500 towards these costs but this sum remained outstanding.

#### Practising Uncertificated

53. On 22<sup>nd</sup> August 2003 The Law Society sent the Respondent a Notice of Intention to Apply for a Practising Certificate (Form RFs12). On 17<sup>th</sup> December 2003 The Law Society reminded the Respondent that the form had not yet been returned. They advised her that if she intended to renew her Certificate the Form had to be fully completed and returned by 9<sup>th</sup> January 2004. If the application was not received by that date, the Respondent's existing Practising Certificate would be terminated and she could not provide legal services without holding a valid Practising Certificate.
54. The Law Society received no reply and so wrote again on 12<sup>th</sup> January 2004. In that letter it restated that The Law Society had not received notification of the Respondent's intention to apply for a Practising Certificate and that her Certificate was terminated with effect from that day.
55. On 31<sup>st</sup> January 2004 The Law Society telephoned the Respondent's firm. A Secretary advised that the Respondent was in a meeting and would be available within the next half hour. The Respondent did not telephone The Law Society.
56. On 30<sup>th</sup> January 2004 The Law Society wrote to the Respondent by recorded delivery expressing concern that the Respondent was continuing to practise.

#### Investigation Accountant's Report

57. The Law Society's Forensic Accountant (the FA) conducted an inspection of the Respondent's books of account on 26<sup>th</sup> January 2004 when it was established that the Respondent was practicing as a solicitor after the termination of her Practising Certificate. In his report dated 4<sup>th</sup> February 2004 the FA stated that the Respondent's books of account were not in compliance with the Solicitors Accounts Rules because clients' financial transactions had not been posted to the firm's accounting system since 30<sup>th</sup> June 2003.

58. The Respondent acknowledged that her books of account were incomplete. She told the FA that she did not have anyone on her staff capable of handling the accounting function. As a result of the breach of the Solicitors Accounts Rules the FA was not able to express an opinion as to whether funds held on client bank accounts were sufficient to cover the firm's liabilities to clients.
59. On 12<sup>th</sup> February 2004 a Panel of the OSS was satisfied that grounds for intervention into the Respondent's practice existed as the Respondent had acted as a solicitor at a time when she did not have a Practising Certificate and an Intervention was effected.
60. On 26<sup>th</sup> March 2004 The Law Society requested the Respondent to provide comments to it in respect of the FA's findings on it within fourteen days. No response was received. The Law Society wrote again on 4<sup>th</sup> March. No response was received.

#### Allegations 14 and 15

61. Accountant's Reports for the Respondent's former practice of Robinson for the year ending 31<sup>st</sup> December 2003 and for the period ending 16<sup>th</sup> February 2004 were respectively due to be received on or before the 30<sup>th</sup> June 2004 and 6<sup>th</sup> August 2004.
62. On 9<sup>th</sup> July 2004 The Law Society wrote to the Respondent enquiring why the Report for the period ending 31<sup>st</sup> December 2003 had not been lodged and advising the Respondent that she could apply for waiver.
63. On 17<sup>th</sup> September 2004 The Law Society wrote again to the Respondent about her outstanding Accountant's Reports, requiring a reply within fourteen days. A further letter was sent on 7<sup>th</sup> October 2004 pointing out that her failure to respond might be regarded as unprofessional conduct. She was also warned that disciplinary proceedings might follow. The Respondent did not reply.

#### The Respondent's Bankruptcy

64. The Applicant handed up a letter addressed by the Insolvency Service to The Law Society dated 17<sup>th</sup> December 2004 reporting the case of Angela Robinson (in bankruptcy) Reading County Court No: 522/2004 and confirming that a trustee had been appointed in this case.

#### **The Submissions of the Applicant**

65. Fifteen allegations had been made against the Respondent. The hallmark of the majority of the allegations made against the Respondent was that of delay. The Respondent had not in a number of cases properly looked after her clients' interests and had not provided an adequate professional service. She appeared to have given assurances to The Law Society which she did not fulfil. The Respondent's failures had led to the inconvenience and anxiety of clients and others with whom she had dealings. For example the failure of the Respondent to comply with her conveyancing undertaking to KM and Co had the consequence that KM and Co clients were unable to register their title to the property despite completion having taken place some

fifteen months before complaints were made to the OSS. The clients and the solicitors had lost time and effort as a result.

66. The Respondent had sought to exercise a lien over the deeds and documents belonging to Mrs JC because she believed monies were due to her. She later came to accept that no monies were due to her. Mrs F-K had been inconvenienced and caused anxiety by the delays in the administration of her late husband's estate.
67. It appeared that the Respondent had sought to practise as a solicitor when she did not hold a current Practising Certificate.
68. The Respondent had not filed outstanding Accounting Reports. This was an important regulatory obligation of a practising solicitor.
69. The Respondent had compounded her failures and made the anxiety and inconvenience caused to others all the worse by the fact that she simply had not responded on many occasions to letters or telephone calls.

The Respondent made no Submissions.

### **The Findings of the Tribunal**

70. The Tribunal found all of the allegations to have been substantiated. A raft of allegations covering a wide range of misconduct had been substantiated against the Respondent. She had caused a number of clients anxiety and no doubt distress and probably had put them to the expense of engaging other solicitors to put right the Respondent's mistakes and/or failures. The Respondent appears totally to have abrogated her responsibility as a solicitor. She had not filed Accountant's Reports, she had apparently practised whilst not holding a current Practising Certificate and she had not kept books of account in compliance with the Solicitors Accounts Rules. All of these regulatory matters are of the utmost importance not only to ensure the protection of the public but also to ensure that The Law Society as the profession's regulator is able effectively to exercise its regulatory duties and thereby ensure that the good reputation of the solicitors' profession is not adversely affected.
71. The conveyancing system in the United Kingdom relies heavily upon the fact that a solicitor's undertaking can be relied upon by anybody to whom such undertaking is given without question. A breach of a solicitor's undertaking in connection with a conveyancing transaction is an extremely serious matter. There is an implied term that any such undertaking be discharged within a reasonable time and it is clear from the facts before the Tribunal what inconvenience can be caused to conveyancing clients if solicitors do not conform with the high standards expected of them.
72. The Tribunal has noted that there is mention in the papers of the Respondent having suffered ill health. It has no formal evidence of this. Although ill health might be a mitigating factor, the Tribunal considers that it could not excuse the Respondent's lamentable failures. The Tribunal concluded that it was right that the Respondent should be struck off the Roll of Solicitors.

73. The Applicant sought the costs of and incidental the application and enquiry. He had quantified those costs and supplied a schedule of the costs at the hearing. The Tribunal concluded that such were entirely reasonable and in order to save time and further unnecessary expense it ordered that the Applicant's costs be paid in a fixed sum.

DATED this 20th day of April 2005  
On behalf of the Tribunal

J P Davies  
Chairman