

IN THE MATTER OF VANESSA GLOVER  
A person (not being a solicitor) employed or remunerated by a solicitor

- AND -

IN THE MATTER OF THE SOLICITORS ACT 1974

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Mr A H Isaacs (in the chair)  
Mr R J C Potter  
Mrs S Gordon

Date of Hearing: 28th and 29<sup>th</sup> September 2009

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## **FINDINGS**

of the Solicitors Disciplinary Tribunal  
Constituted under the Solicitors Act 1974

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An application was made on behalf of the Solicitors Regulation Authority (“SRA”) by George Marriott, a partner in the firm of Gorrins of 4 Davy Avenue, Knowlhill, Milton Keynes, MK5 8NL on 5<sup>th</sup> December 2007 that an Order be made by the Tribunal directing that as from a date to be specified in such Order no solicitor shall, except in accordance with permission in writing granted by the SRA for such period and subject to such conditions as the SRA may think fit to specify in the permission, employ or remunerate in connection with the practice as a solicitor, Vanessa Glover, a person who is or was a clerk to a solicitor.

The allegations against Vanessa Glover were that she had:-

1. Failed to respond to communications from solicitors representing the interests of other parties to transactions where she had been acting for one party.
2. Delayed and neglected to comply with undertakings that she and members of staff acting under her supervision had given in the course of carrying out conveyancing transactions when they had come to her attention and had complied only after complaints had been raised with the SRA.

3. Misled solicitors, representing the interests of the other party, in a transaction where she had been acting for one party as to the reason for the delay in complying with undertakings.
4. Ignored some complaints and had failed to deal with other complaints in a satisfactory manner.
5. Knowingly permitted monies, belonging to other clients, to be used to supplement the purchase of a property for a different client by completing a property purchase for that different client when she had known that the different client had not provided sufficient funds to enable her to do so.
6. Failed, as Head of the Conveyancing Department, to adequately supervise or monitor members of staff within that department with the result that completion matters had been wrongly delayed for many months.
7. Failed to follow instructions.

The application was heard at the Court Room, 3rd Floor, Gate House, 1 Farringdon Street, London EC4M 7NS on 28<sup>th</sup> and 29<sup>th</sup> September 2009 together with application number 9848/2007 against Mark Ian Bronzite and Margaret Ann Harris, solicitors. George Marriott had appeared as the Applicant and Vanessa Glover did not appear and was not represented.

The evidence before the Tribunal included a letter from Ms Glover dated 23<sup>rd</sup> September 2009 together with a doctor's sick note dated 23<sup>rd</sup> September 2009.

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

The Tribunal Orders that as from 29th day of September 2009 no solicitor, Registered European Lawyer or incorporated solicitor's practice shall, except in accordance with permission in writing granted by the Law Society for such period and subject to such conditions as the Society may think fit to specify in the permission, employ or remunerate in connection with the practice as a solicitor, Registered European Lawyer or member, director or shareowner of an incorporated solicitor's practice Vanessa Glover, a person who is or was a clerk to a solicitor and the Tribunal further Order that she do pay a contribution towards the costs of and incidental to this application and enquiry fixed in the sum of £3,000.00.

**The facts are set out in paragraphs 1 - 41 hereunder:-**

1. Vanessa Glover (the Respondent) had been employed by Windsor Bronzite Solicitors (now WB Legal) between April 2005 and October 2006. From April 2006, until she left the practice, the Respondent had been Head of the Conveyancing Department where she had supervised six members of admitted and unadmitted staff.

Complaint by Windsor Bronzite (WB)

2. On 16<sup>th</sup> January 2007 a complaint had been made to the Council for Licensed Conveyancers by Mr Bronzite, solicitor, sole principal of WB Legal, and the Respondent's former employer. The complaint had encompassed a number of matters

of unprofessional conduct which had come to this attention after the Respondent had left the practice and had been copied to the SRA.

3. The complaint by Mr Bronzite had raised a number of allegations against the Respondent. The SRA had sought further information from Mr Bronzite regarding the complaint. That had been provided by letters of 5<sup>th</sup> and 7<sup>th</sup> March 2007.
4. The SRA had written to the Respondent on 10<sup>th</sup> April 2007 and had raised the allegations which flowed from the information provided by Mr Bronzite. Correspondence that had been exchanged between Mr Bronzite and the SRA had been attached to that letter. The allegations had been:-
  - (i) a lack of communication with clients and a refusal to take their calls;
  - (ii) breaches of undertakings;
  - (iii) the ignoring of complaints and the failure to deal with those in a satisfactory manner;
  - (iv) the failure to deliver adequate completion information to clients;
  - (v) the use of other clients' monies to complete a property transaction on a different matter;
  - (vi) the inability to supervise staff under her control;
  - (vii) the large number of complaints by both clients, other solicitors and lenders about matters in which she had either been the fee-earner or the supervisor had been such that the firm of Windsor Bronzite could have been faced with removal from lenders' panels.
5. The Respondent had replied by letter of 18<sup>th</sup> April 2007. She had denied the allegations, stating:-
  - (i) that she had not been the person in charge;
  - (ii) that she had not recognised the allegations in Mr Bronzite's letter;
  - (iii) that whilst she had been employed at Windsor Bronzite, no complaints had been made by Mr Bronzite about her work or conduct; and
  - (iv) that she had been given no warnings and no disciplinary proceedings had been brought against her during her employment at the firm.
6. A Report had been prepared by the SRA, a copy of which had been sent to the Respondent, and her comments invited, on 31<sup>st</sup> May 2007. The Respondent had made submissions in response to the draft Report by letter of 12<sup>th</sup> June 2007. In those submissions she had confirmed that she had supervised the department from April 2006 and also that she had been aware that staff under her supervision had taken files

away from the office to work on them from home. The Respondent had also raised complaints against WB and against Mr Bronzite.

7. The Report considered by the Adjudicator had made reference to a large number of complaints to the SRA which had been open or recently closed and which had related to client matters at Windsor Bronzite where the Respondent had been the fee earner and/or the supervisor of the file.
8. Five such matters (being a complaint by Stevens Solicitors, a complaint by Carter Bell Solicitors, a complaint by Eric Robinson Solicitors, a complaint by Bowman Law Limited and the conveyancing matter of Mrs M) are detailed.

#### Complaint by Stevens Solicitors (SS)

9. On 17<sup>th</sup> July 2006, the SRA had received a complaint from SS who had acted for the purchaser in a conveyancing transaction. WB had acted for the seller, and correspondence and documents had carried the Respondent's reference.
10. Prior to completion, the Respondent had given an undertaking to SS that WB would discharge their client's charge in favour of Nationwide Building Society upon completion. In replies to requisitions on title dated 16<sup>th</sup> May 2006, the Respondent had confirmed that the transfer would be handed over upon completion. The transaction had completed on 26<sup>th</sup> May 2006. The Respondent had failed to honour the undertaking.
11. SS had written to WB on 6<sup>th</sup> and 17<sup>th</sup> July 2006 each time citing the Respondent's reference and requesting that the undertaking be honoured. The response from WB of 1<sup>st</sup> August 2006, bearing the Respondent's reference, had been in terms that the transfer had been sent to SS on 11<sup>th</sup> July. By her own admission therefore, she had breached the undertaking given to send the transfer upon completion, 46 days previously.
12. In her letter, the Respondent had expressed surprise that SS had not received the first copy sent out upon completion or the second copy that had allegedly been provided. The letter had stated that WB would arrange for a further copy of the transfer to be executed. SS responded on 2<sup>nd</sup> August stating that they had not received the letter purported to have been sent by WB on 11<sup>th</sup> July and sought it urgently. WB had failed to respond. SS had reminded the Respondent, by letter of 25<sup>th</sup> August 2006, but had received no response.
13. SS had complained to the Law Society, who had written to WB on 7<sup>th</sup> September 2006. The Respondent had been responsible for opening correspondence addressed to the Southampton office of the firm. On 10<sup>th</sup> September, the Respondent had replied to the Law Society and had written to SS enclosing the Transfer Deed and the notice of discharge from Nationwide, thereby finally complying with what she had undertaken to do some 3½ months previously.
14. The letter to SS suggested that the notice of discharge had been previously sent under cover of a letter of 28<sup>th</sup> July, but that did not square with the Respondent's letter of 1<sup>st</sup>

August which had stated that she had “today chased the Nationwide for the END notice.”

Complaint by Eric Robinson & Co (“ER”)

15. The SRA had received a complaint from ER by letter of 6<sup>th</sup> September 2006. ER had represented the purchaser in a property transaction that had completed on 16<sup>th</sup> December 2005. WB had acted for the seller.
16. On 28<sup>th</sup> November 2005, Ms S, a solicitor within WB’s conveyancing department, working under the supervision of the Respondent, had given an undertaking in the following terms: “We undertake to discharge the charge in favour of Birmingham Midshires [Halifax plc] dated 31<sup>st</sup> October 2003 and the charge in favour of Progressive Financial Services dated 30<sup>th</sup> April 2004 shown on the Office Copy Entries supplied to you”. Completion had taken place on 16<sup>th</sup> December 2005 but the undertaking had not been complied with.
17. ER had written to WB on 2<sup>nd</sup> February 2006 and again on 13<sup>th</sup> March 2006 requesting compliance with the undertaking and an urgent response. That had not occurred.
18. The Respondent had become Head of the Conveyancing Department in April 2006. ER had continued writing to WB, seeking urgent compliance with the undertaking, and had written further letters of 24<sup>th</sup> and 27<sup>th</sup> July 2006.
19. On 27<sup>th</sup> July, the Respondent had written to ER stating that Ms S had left WB and that the Respondent would deal with the outstanding matters herself. The Respondent had failed to do so and ER had been forced to write again on 7<sup>th</sup> and 15<sup>th</sup> August 2006.
20. The Respondent had replied to the letter of 15<sup>th</sup> August on the same day, stating that she had reviewed the file, that she had taken steps to alleviate ER’s concerns, “would keep [ER] advised of the outcome” of enquiries that she had taken up regarding the charges and would “contact you again tomorrow to discuss the matter further.” The Respondent had failed to ensure that the undertaking was complied with and had failed to contact ER again, despite the representation in her letter to the contrary.
21. ER had written reminder letters of 23<sup>rd</sup> and 30<sup>th</sup> August and of 4<sup>th</sup> September. Although the Respondent had been aware of the breach of undertaking and although she had monitored the incoming post at the Southampton Office where the conveyancing department was based, she had failed to respond to those letters.
22. ER had reported their difficulties with the matter to the Law Society who had written to Mr Bronzite. He had admitted that a number of letters had been unanswered by the Respondent and by those under her supervision in the conveyancing department.

Complaint by Carter Bells LLP (“CB”)

23. The Law Society had received a complaint from CB on 12<sup>th</sup> September 2006 regarding issues that had arisen during a property transaction in which they had acted for the purchasers and WB had acted for the seller. Correspondence on the file bore the Respondent’s reference. The complaint had not been substantiated.

24. However, the Respondent had been the Head of the Conveyancing Department at the relevant time and had been entrusted with opening the post at the Southampton office where the conveyancing department had been based. The Respondent had been noted as being the fee earner for the matter.
25. The Law Society had been concerned to note that letters from CB addressed to WB and marked with the Respondent's reference had been ignored. CB had written to the Respondent on 12<sup>th</sup> July, 24<sup>th</sup> July, 16<sup>th</sup> August, 24<sup>th</sup> August and 21<sup>st</sup> September 2006 but each letter had been ignored. The letter of 21<sup>st</sup> September 2006 also referred to "various messages" having been unanswered. The matter had been reported to The Law Society in frustration at having received "no response whatsoever".

Complaint by Bowman Law Limited ("BLL")

26. The SRA had received a complaint from BLL on 24<sup>th</sup> October 2006. BLL had represented the purchaser in a property transaction in which WB had acted for the seller. The Respondent had been the fee earner at WB who had acted on the matter and the documents bore her reference. The purchase had been on the basis of a new lease, a copy of which had been attached to the contract.
27. The parties had agreed to adopt the Law Society's Code for Completion by Post, the principles of which, the Respondent, as an experienced licensed conveyancer, should have been familiar. In so doing, the Respondent had given an undertaking to send the deeds and documents (including the lease) to BL "as soon as possible after completion, and in any event on the same day" ... "by first class post or document exchange".
28. Contracts had been exchanged on 31<sup>st</sup> March 2006 and the purchase had completed on 7<sup>th</sup> April 2006. In addition to the undertaking given under the Code, in replies to requisitions on title of 6<sup>th</sup> April 2006, the Respondent had again confirmed that the transfer and other documents would be handed to BLL upon completion. The Respondent had also undertaken to discharge the charge in favour of Nationwide Building Society dated 3<sup>rd</sup> September 1990 and the charge in favour of Swift Advances plc dated 28<sup>th</sup> August 2002.
29. Upon completion, the Respondent had failed to hand over the lease by sending it by first class post or document exchange, in breach of the undertaking. As a result, BLL had been unable to register the lease at the Land Registry or to comply with their instructions from either their client or from their mortgage lender-client. BLL had written to the Respondent on 3<sup>rd</sup> and 22<sup>nd</sup> May, 8<sup>th</sup> July and 25<sup>th</sup> August 2006, demanding the lease. Each letter had been clearly marked with the Respondent's reference. There had been no response to any of the letters. BLL had eventually resorted to raising the matter with the principal of WB on 18<sup>th</sup> October 2006, just prior to the Respondent leaving the firm.
30. The SRA had raised a number of matters flowing from the complaint with WB in January 2007. The SRA had alleged that the undertaking, given by the Respondent, had not been honoured and had made enquiries as to the Respondent's role and responsibilities at the firm. WB had responded on 23<sup>rd</sup> January 2007 in terms that:

- (i) there had been a breach of undertaking which had been discovered upon the Respondent leaving the firm;
  - (ii) the Respondent had been assumed to be able to work with the minimum amount of supervision;
  - (iii) the Respondent had been the fee earner with conduct of the matter;
  - (iv) the Respondent had checked incoming post; and that
  - (v) the Respondent had been entrusted with determining whether she or any of the other fee earners within her department had required any training.
31. The SRA had raised a similar letter of enquiry with the Respondent on 8<sup>th</sup> February 2007 to seek her comments in relation to the matter, in anticipation of proceedings. The Respondent had replied by letter of 3<sup>rd</sup> March 2007.
32. The Respondent had not commented on the breach of undertaking but had confirmed that she had been responsible, as Head of the Conveyancing Department, for running the department. She had also stated, in terms, that:-
- (i) difficulties in the transaction which prompted BLL to make their complaint had been due to difficulties in dealing and corresponding with BLL;
  - (ii) staffing issues in her department had exacerbated the problem;
  - (iii) after two members of staff had left her department it had been discovered that “most of the completion work from March 2006 had not been dealt with”; and that
  - (iv) she had left WB because of the stress and pressure caused to her by Mr Bronzite.

Use of other clients’ monies to complete on a separate matter

33. The Law Society had conducted an inspection of WB in October 2006 and had prepared a Report. The Report had identified the use of other clients’ monies to complete a matter and a failure to follow the lender client’s instructions.
34. Mrs M had instructed WB in a property purchase and the matter had been conducted by the Respondent. Contracts had been exchanged on 22<sup>nd</sup> May 2006 and the agreed purchase price had been £236,500.00. Mrs M was to purchase the property with the benefit of a mortgage advance of £210,420.00 from Kensington Mortgages (“KM”) who had also instructed WB, and the Respondent had conduct of the matter for Mrs M and for KM. The purchase had completed on 12<sup>th</sup> June 2006, despite the firm not having sufficient funds on completion, with the result that the purchase had been partially funded by monies belonging to other clients of the firm in the amount of £30,160.61.

35. The Respondent had been aware that Mrs M had not provided sufficient funds to complete the purchase. The Respondent had written to Mrs M on the day of completion, 12<sup>th</sup> June 2006, to which she had appended the completion statement that she had prepared. The Respondent had stated that she had completed the purchase, that she would now register title at the Land Registry and that she would “look forward to receiving the outstanding balance from you tomorrow” and had made reference to an earlier telephone conversation in which she had relayed the same message. The attached completion statement had referred to an outstanding balance due from Mrs M of £3,594.68.
36. The Respondent’s calculation of the shortfall had been incorrect and the actual shortfall had been £30,160.61. An earlier payment of £30,017.34 from Mrs M by cheque had not cleared.
37. The Respondent was an experienced licensed conveyancer and would have been aware of her duties and responsibilities with each client’s money. Despite this, the Respondent had permitted Mrs M’s property purchase to complete when she had known that she had insufficient funds to be able to do so. In so doing, the Respondent had knowingly permitted monies belonging to other clients to be used to Mrs M’s benefit.

Failure to follow lending client’s instructions

38. KM had instructed WB on 10<sup>th</sup> March 2006. The instructions were to follow the principles of the Council of Mortgage Lenders’ Handbook (“the Handbook”) during completion. Completion had been carried out by the Respondent. As an experienced conveyancer, the Respondent should have been aware of the Handbook requirements, amongst which is the requirement that a mortgage advance is to be held on trust in the event of delayed completion and the mortgage lender must be alerted immediately that the solicitor becomes aware of any delay in completion. The Respondent would also have been aware that the Handbook required a solicitor to be in sufficient funds to complete the purchase of the property, including stamp duties and registration fees (or to pay them themselves) prior to releasing the loan.
39. The original date of completion had been 31<sup>st</sup> May 2006. The Respondent had arranged for the mortgage monies to be drawn down on 31<sup>st</sup> May 2006 but the matter had not completed until 12<sup>th</sup> June 2006. The Respondent had therefore been acting against the best interests of her client as her client would pay interest on the loan from the date of the draw down. At the same time, the Respondent had failed to represent the best interests of the mortgage lender client, nor to follow that client’s instructions, as she had failed to bring the delay between draw down and completion to the mortgage lender’s attention and should not have applied to draw down the mortgage funds at all until she had been in receipt of sufficient funds from Mrs M to be able to complete the purchase. Further, the Respondent had not been authorised to release any funds drawn down until she had held sufficient funds from Mrs M to be able to complete.
40. The Respondent, as an experienced licensed conveyancer, should have known that under the circumstances she was not able to draw down funds, that she was not able to release the funds, and that she was not able to complete the purchase without the use



of other clients' monies because Mrs M had not provided sufficient funds of her own to complete the transaction. The Respondent should have known not to complete the transaction but she chose to do so in any event.

#### Decision of the Adjudicator

41. On 28<sup>th</sup> June 2007 an Adjudicator of the SRA had resolved that the Respondent should be referred to the Tribunal for consideration of an Order pursuant to Section 43 of the Solicitors Act 1974.

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

42. The Applicant took the Tribunal through the allegations and the relevant facts. He stressed that he was not relying on the evidence of Mr Bronzite in the proceedings against him. The Applicant referred to the complaints from firms of solicitors relating to the conveyancing department at WB of which the Respondent, as she admitted, had, at the relevant time, been the Head. He submitted that as Head of Department, she should have been aware that completion matters were not being completed by other members of the Department. The Respondent should have been aware of matters that had fallen behind both by her knowledge of incoming correspondence, her knowledge of breaches of undertakings in other matters and associated correspondence between May and September 2006 from SS, ER and CB and also from her reviews of matter files being progressed by members of her staff. The Applicant referred specifically to the case of Mrs M as a serious matter in which other client monies had been used to complete and in which the Respondent had failed to follow her lending client's instructions. The Applicant submitted that the facts and conduct of the Respondent fully warranted the making of a Section 43 Order.

#### **The Submissions of the Respondent**

43. The Tribunal considered the Respondent's letter of 23<sup>rd</sup> September 2009. The Tribunal was not satisfied that the Respondent was making an application for the adjournment of the hearing. The Tribunal noted that the Respondent had explained that she could not attend the hearing because she was not in good health and that she expected to be in a similar position for many years. The Respondent did however ask the Tribunal to dismiss the case against her. She stated that she felt that the matter hanging over her was not assisting her recovery.
44. While the Tribunal was sympathetic it was not satisfied that it was in a position to dismiss the case against the Respondent, pending a full hearing. In her letter, the Respondent had referred to and relied upon, her previous representations to the SRA. The Tribunal had those before it and would take those as her submissions. In the absence of any formal admissions, the Tribunal would treat the allegations against the Respondent as denied by her.

#### **The decision of the Tribunal**

45. Having considered all the evidence, the submissions of the Applicant and the Respondent's letter of 23<sup>rd</sup> September 2009 and her previous representations to the SRA, the Tribunal was satisfied that all seven of the allegations against the

Respondent had been proved. Notwithstanding the failure of the principals in the firm to properly supervise the Respondent, the Tribunal considered it appropriate in all the circumstances to make an Order against the Respondent under Section 43.

**Submissions as to costs**

46. The Applicant referred to his schedule of costs in the linked matters 9848/2007 and 9849/2007 and sought a contribution to those costs from the Respondent.

**The Tribunal's decision as to costs**

47. The Tribunal considered that the proceedings had been properly brought. The only information about the means of the Respondent that was available to the Tribunal was that she was not working and was in receipt of a state pension. The Respondent had not provided any information in relation to any of her capital assets. Having made orders for costs in proceedings 9848/2007, the Tribunal was satisfied that the Respondent in 9849/2007 should contribute a fixed sum of £3,000 and it so ordered.

Dated this 1<sup>st</sup> day of April 2010  
On behalf of the Tribunal

A H Isaacs  
Chairman