

No. 9936-2008

No. 9937-2008

IN THE MATTER OF [*RESPONDENT 1*], solicitor
and ROBERT OFFORD

A person (not being a solicitor) employed or remunerated by a solicitor

- AND -

IN THE MATTER OF THE SOLICITORS ACT 1974

Mrs K Todner (in the chair)
Mr J R C Clitheroe
Mr M G Taylor CBE DL

Date of Hearing: 17th February 2009

FINDINGS

of the Solicitors Disciplinary Tribunal
Constituted under the Solicitors Act 1974

An application was duly made on behalf of The Law Society by Robert Simon Roscoe, solicitor and partner in the firm of Victor Lissack, Roscoe & Coleman, solicitors, 70 Marylebone Lane, London, W1U 2PQ on 19th March 2008 that [*Respondent 1*], solicitor and Robert Offord, solicitor's clerk, who is or was employed or remunerated by Cranbrooks Solicitors of 79 Cranbrook Road, Ilford, Essex, IG1 4PG might be required to answer the allegations contained in the statement which accompanied this application and that such Order might be made as the Tribunal should think right.

The allegations against [*Respondent 1*] ("the First Respondent") were:

- a) that she compromised or impaired her duty to act in the best interests of her client contrary to Rule 1 and 6 of the Solicitors' Practice Rules 1990 and/or Rules 1.04 and 1.05 of the Solicitors Code of Conduct 2007;

- b) that by her conduct she compromised or impaired the good repute of the solicitor or of the solicitors' profession contrary to Rule 1 of the Solicitors Practice Rules 1990 and/or Rule 1.06 of the Solicitors Code of Conduct 2007;
- c) that she failed to comply with undertakings given by her or an employee in respect of conveyancing matters in breach of Rule 1 of the Solicitors Practice Rules 1990 and/or Rules 1 and 10.05 of the Solicitors Code of Conduct 2007;
- d) that she improperly withdrew client money from her client account in breach of Rule 22 of the Solicitors Accounts Rules 1998;
- e) that she failed upon discovery to remedy promptly a shortage of money in client account in breach of Rule 7(1) of the Solicitors Accounts Rules 1998;
- f) that she failed to supervise properly, or at all, non-qualified staff engaged on the Respondent's business in relation to conveyancing work in breach of Rule 13 Solicitors Practice Rules 1990 and/or Rule 5 of the Solicitors Code of Conduct 2007;
- g) that she failed to comply with a Court Order in respect of the delivery of papers and the payment of costs contrary to Rule 1 of the Solicitors Practice Rules 1990 and/or Rule 1 of the Solicitors Code of Conduct 2007;
- h) that she failed to deal with the Solicitors Regulation Authority, in an open, prompt and cooperative way in failing to respond substantively to enquiries made of her contrary to Rule 20.03 of the Solicitors Code of Conduct 2007.

The allegations were further contained in the First Supplementary Statement dated 14th May 2008 against the Second Respondent.

The Applicant included further allegations and evidence against the Second Respondent in a Second Supplementary Statement dated 2nd October 2008.

An application under s.43 of the Solicitors Act 1974 (as amended) and the Solicitors (Disciplinary Proceedings) Rules 2007 was made by the Applicant in respect of the Second Respondent dated 19th March 2008.

The allegations against the Second Respondent, Robert Offord were:

- a) that whilst employed by Cranbrooks Solicitors of 79 Cranbrook Road, Ilford, Essex, IG1 4PG in conveyancing matters in which the firm was acting he failed to comply with a professional undertaking given on behalf of the firm;
- b) that he failed to provide any explanation or respond to the Solicitors Regulation Authority in the course of enquiries made of him in respect of allegation 2 a) above.

The application was heard at the Court Room, 3rd Floor, Gate House, 1 Farringdon Street, London, EC4M 7NS on 17th February 2009 when Robert Simon Roscoe appeared as the Applicant. The First Respondent was represented by Mr Robert Forman, solicitor of Murdochs Solicitors and the Second Respondent appeared in person.

The evidence before the Tribunal included the admissions of the First and Second Respondent.

At the conclusion of the hearing the Tribunal made the following Orders:

The Tribunal Orders that the Respondent, [*Respondent 1*], solicitor, do pay a fine of £10,000, such penalty to be forfeit to Her Majesty the Queen, and they further Order that she do pay the costs of and incidental to this application and enquiry fixed in the sum of £23,333 with an interim Order to pay £10,000 immediately.

The Tribunal Orders that as from 17th day of February 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 Robert Offord of Cranbrooks Solicitors, 79 Cranbrook Road, Ilford, Essex, IG1 4PG a person who is or was a clerk to a solicitor and the Tribunal further Order that he do pay the costs of and incidental to this application and enquiry fixed in the sum of £11,666.

The facts are set out in paragraphs 1- 68 hereunder:

Allegations arising from Mr M Davies Report

1. On 10th May 2006 the Solicitors Regulation Authority's ("SRA") Senior Investigation Officer, Mr M Davies, attended the Respondent's practice for the purpose of inspecting the Respondent's books of account and other documents. Mr Davies was authorised to do so under the Solicitors Accounts Rules and the Solicitors Practice Rules. The Report was dated 31st October 2006.

Breach of Rule 22 SAR and Breach of Rule 7 SAR

2. Mr Davies examined the firm's accounts as at 30th April 2007 and ascertained that at that date a cash shortage existed in client account in the sum of £10,198.79. This had arisen as a result of 38 overpayments made out of the firm's client account in respect of conveyancing matters conducted by the Respondent or by unadmitted staff under her supervision. The shortage was rectified during May 2006.
3. Mr Davies noted that the overpayments had occurred during the period between October 2005 and April 2006.
4. Mr Davies noted that the firm's earlier qualified Accountant's Reports for the accounting periods between September 2002 and March 2005 showed a pattern of cash shortages save for March 2003 which showed a cash surplus.
5. Mr Davies noted that the shortage of £4,369.62 for the period ending March 2004, caused by eleven overpayments, had occurred in March 2004 and was rectified between 1st April 2004 and 11th June 2004.

6. Mr Davies noted that the shortage of £26,948.50 for the period ending September 2003, caused by 38 overpayments, had occurred between April 2003 and September 2003 and was rectified during October and November 2003.
7. Mr Davies noted that the shortage of £36,624.38 for the period ending September 2002 caused by 21 overpayments, had occurred between February 2002 and September 2002 and was rectified between October 2002 and March 2003.

Breach of undertaking

8. The firm acted for the vendor in the sale of 54 G Street. Prior to completion in January 2006 the firm's unadmitted conveyancing clerk, Robert Offord, undertook to redeem the outstanding mortgage on the property upon completion. Mr Davies noted that the firm did not redeem the mortgage in January 2006, despite having sufficient money to do so and that part of the monies held to redeem the mortgage were distributed to the credit of apparently unconnected client ledgers.
9. In submissions to the SRA the First Respondent produced an authority purporting to authorise the disbursement of the monies signed by a Mr SZ. In her letter dated 12th February 2007 the First Respondent indicated that Mr SZ's letter was unconnected with 54 G Street. The First Respondent accepted that the firm had failed to respond to letters from the purchaser's solicitors during a three month period.

Compromised or impaired the reputation of the solicitors' profession

10. In his Report, Mr Davies' schedules conveyancing purchase files in which he discovered that the interests of the lending institutions, which had instructed the firm and advanced monies, had not been protected as a result of the firm's failure or delay in paying Inland Revenue stamp duty and registering the borrowers and lenders' interests in title at HM Land Registry.
11. Although the firm indicated that this was because some clients had not put them in funds, Mr Davies recorded a substantial number of matters in which the firm was in funds. In those where insufficient funds were held there was no evidence on the file to indicate that the firm had notified the lender clients of the problem.
12. The First Respondent was instructed by the lender clients on the basis that she would adhere to the conditions set out in the Council of Mortgage Lenders' Handbook, which, in accordance with stipulation 10.3, confirmed that the First Respondent was under an obligation to ensure that her firm held sufficient funds to ensure that stamp duty was paid and registration completed before utilising any mortgage advance, and failing which specified that that the solicitor was responsible for paying those charges herself. The conditions set out in the Council of Mortgage Lenders' Handbook also required the firm to report inter alia:
 - If the owner or registered proprietor had been registered for less than six months or was not registered as the owner;
 - If the purchase price differed from the price set out in the lender's instructions;

- If the firm did not have control over the payment of all the purchase money.

13. In his Report Mr Davies sets out various examples where the firm failed to comply with the lender client's conditions as set out in the Council of Mortgage Lenders' Handbook.

Failure to supervise an employee

14. The First Respondent informed the SRA that the First Respondent's unadmitted employee, the Second Respondent, carried out much of the conveyancing work. In the light of Mr Davies' findings the First Respondent had manifestly failed to supervise the Second Respondent properly.

Complaint by C Solicitors

15. On 14th June 2007, C, solicitors for the NatWest Bank complained about the firm to the SRA. C complained that in May 2004 NatWest had instructed the firm to act on their behalf in taking a first legal charge on a property in respect of which the firm was also acting for the purchaser, a Mr KA. In June 2005 the firm submitted a report on title (signed by the First Respondent) to NatWest in which it undertook to properly complete all the registration formalities.

16. Completion took place in June 2005. Registration of title and NatWest's interest had not occurred by November 2006 when C were instructed to take over the matter. The Respondent failed to deliver her papers to C which, in March 2007, was obliged to apply for a Court Order against the First Respondent. The Court Order was made on 4th April 2007 and required the First Respondent to deliver documents to C and pay their costs in the sum of £750 by 27th April 2007.

17. At the time of complaint to the SRA, on 14th June 2007, the First Respondent had failed to comply with the Order. The Respondent subsequently sent the papers to C but at the time of issue of this application, it was understood that the First Respondent had not paid C's costs.

18. The SRA wrote to the First Respondent about the matter on 21st August 2007 and subsequently but the First Respondent failed to respond promptly and substantively.

19. The First Respondent's conduct was referred to the Tribunal on 3rd March 2008.

Complaint by U Solicitors

20. On 17th July 2007 U Solicitors complained about the firm to the SRA. U Solicitors complained that in 2007 they acted for the vendor in the sale of a property. Cranbrooks Solicitors, in the person of the Second Respondent acted for the purchaser. Contracts were exchanged on 14th June 2007 with a completion date of 12th July 2007 on the basis, inter alia, that the firm held and would forward the deposit money. The exchange was under the provisions of The Law Society's Formula B and on such basis the firm undertook, inter alia, to provide the agreed deposit. U Solicitors had contracted to accept a reduced 5% deposit of £6,500 and the firm had

agreed that U Solicitors should hold it as the firm's agent and utilise it for the benefit of U Solicitors' client.

21. Cranbrooks Solicitors failed to send U Solicitors the £6,500 deposit. U Solicitors contacted the firm on numerous occasions by telephone and wrote by fax and post. On 16th July 2007 the firm explained to U Solicitors that it had only just received the deposit money.
22. The SRA wrote to the First Respondent on 24th August 2007. The First Respondent in responding indicated that completion had occurred on 23rd July 2007. In her letter dated 18th October 2007 she informed the SRA that although her employee had dealt with the matter on the firm's behalf she had not learnt that the deposit monies had not been sent until 20th July 2007 and that she accepted that the firm had thus breached the above undertaking.
23. The First Respondent's conduct was referred to the Tribunal on 19th December 2007.

Complaint by E Solicitors

24. On 7th September 2007 E Solicitors complained about the firm to the SRA. E Solicitors complained that in 2007 they acted for the purchasers in the purchase of flats. Cranbrooks Solicitors acted for the vendor. At completion the firm failed to provide confirmation that the acquired properties were free of charge and Essex Solicitors subsequently wrote to the firm seeking the necessary documentation.
25. Despite attempts to obtain the documentation from both the First Respondent and the Second Respondent it was not provided to E Solicitors.
26. On 25th July 2007, by a letter bearing her initials, the First Respondent wrote to E Solicitors:

"We confirm that a discharge document will be forwarded to you within the next seven working days....." At the time of complaint to the SRA on 7th September 2007 such document had not been provided.

27. The SRA wrote to the First Respondent on 23rd November 2007. In her response dated 26th November 2007 the First Respondent denied that the words set out above amounted to an undertaking but accepted that the discharge documentation had not been sent to E Solicitors. At the time of issue of this application E Solicitors had still not received the necessary discharge.
28. The First Respondent's conduct was referred to the Tribunal on 3rd March 2008.

F Solicitors

29. In August 2007 the Second Respondent represented the Assignor in relation to the assignment of a business lease at 596 R Road, London. The Assignee was represented by F Solicitors LLP.

30. On 3rd August 2007 F Solicitors sent their cheque in the sum of £25,000 with instructions that Cranbrooks Solicitors hold that sum to their order pending completion anticipated to occur on 6th August 2007. On completion Cranbrooks Solicitors were required to provide to F Solicitors a deed of assignment, a letter of consent from NBS and a licence to assign.
31. Completion was due to occur on 6th August but did not. C Solicitors failed to return the £25,000 and/or to provide to F Solicitors with any explanation for delay and failed to acknowledge or respond to letters sent by F Solicitors dated 5th, 12th and 18th December 2007 and 7th, 23rd and 25th January 2008. Completion did not occur until on or after 29th January 2008.
32. On 29th January 2008 F Solicitors complained to the SRA.
33. The SRA wrote to both the First Respondent and the Second Respondent on 17th March 2008. Neither responded. On 8th April 2008 the SRA wrote again to the First Respondent reminding her of her professional obligation to respond to the earlier letter.
34. On 21st April 2008 the First Respondent wrote to the SRA informing it that the outstanding documents had been sent to F Solicitors on 11th March. She asked the SRA to confirm if it required any further information. By letter dated 30th April the SRA caseworker reminded the First Respondent and Second Respondent that they had failed to respond to his letter dated 17th March 2008. At the date of this further statement neither had provided any explanation or responded to the letters dated 17th March and 30th April.

E Solicitors further complaint

35. In addition to the matters summarised in the First Respondent's original statement E Solicitors acted for the purchaser in the purchase of Flat 5, 70 Marine Road. Completion occurred on 11th December 2007. In their letter to E Solicitors dated 11th December 2007, C Solicitors (the Second Respondent) wrote:

"...on completion we will discharge the debt owed by our client to RC and arrange to remove entries 3 to 6 inclusive of the Charges Register. The charge in favour of NWB will be dealt with as per our replies to your Requisitions on Title."

The Requisitions also contained Cranbrooks Solicitors undertaking.

36. Cranbrooks Solicitors failed to discharge the mortgage with NatWest or arrange for the removal of the entries on the Charges Register despite letters sent to the firm by E Solicitors between 11th December 2007 and 24th April 2008 when E Solicitors reported the matter to the SRA. In their letter dated 10th April, Cranbrooks Solicitors denied that an undertaking had been provided.

FIU Report of Mr Z Akram dated 6th May 2008

37. On 28th August 2007 the Senior Investigator, Mr Z Akram, attended the First Respondent's practice for the purpose of inspecting the First Respondent's books of account and other documents. Mr Akram was authorised to do so under the Solicitors Accounts Rules and the Solicitors Code of Conduct.
38. Mr Akram's Report was dated 6th May 2008.
39. Mr Akram's reviewed three conveyancing files recording purchase transactions conducted by the Second Respondent, an unadmitted clerk. The firm was acting for both the purchaser and the mortgage lender.
40. Mr Akram ascertained that in each case the purchase price paid was less than the purchase price initially notified to the mortgage lender.
41. In each transaction the Certificate of Title, requisitioning the mortgage advance for completion restated the purchase price as the full price originally notified and not the actual reduced purchase price. All three Certificates of Title had been signed by the First Respondent and appeared to have been sent to the lender by the Second Respondent. There was no evidence on the files that the lender had been notified of the reduction in the purchase price.
42. In the three matters the firm was instructed by both the purchaser and the mortgage lender. The failure of the firm to notify the mortgagee clients of the variation in the purchase prices represented a failure of the firm to comply with the mortgagees' standard instructions as comprised in part two of the Council for Mortgage Lenders' Handbook and resulted in each mortgagee providing 100% mortgage rather than the 90% mortgage that each mortgagee client had notified to the firm that it had contracted to provide to each purchaser client.
43. The SRA wrote to both the First Respondent and the Second Respondent regarding the apparent failure to comply with Rules 1 and 6 of the Solicitors Practice Rules 1990 and the First Respondent's failure to supervise the Second Respondent.
44. In their letter to the SRA dated 22nd July 2008, the First Respondent's solicitor acknowledged the firm's failure to report the reduction in the purchase price to the client lenders, but submitted that that did not amount to professional misconduct. The solicitors confirmed that at the material time the First Respondent had been responsible for supervising the Second Respondent and that he was "no longer employed by the firm in a fee earning role with the conduct of files."

Complaint by WM Solicitors

45. In 2007 the firm (the Second Respondent) acted in the purchase by Ms S of Plot Nos. 10.7, 14.1 and 17.1 P D, Liverpool. WM Solicitors represented the vendors. On 18th July 2007 simultaneous exchange and completion occurred. WM understood the exchange to have been under the terms of The Law Society's Formula B procedure and expected the early delivery to them of the purchaser's signed copy of the contract and signed counterpart leases.

46. Despite letters and faxes sent by WM to the Second Respondent, on 29th August 2007, 12th September 2007, 12th November 2007, 13th December 2007 and 7th January 2008, and a telephone conversation with the Second Respondent on 20th December 2007, the documentation was not delivered and WM complained to the Legal Complaints Service on 14th January 2008. Documentation was sent in April 2008.
47. Despite a request for an explanation for the delay by the SRA, the First Respondent only indicated in her letters dated 8th May 2008 and 13th June 2008:
- (i) that the client had failed to return the signed documents;
 - (ii) that it was the client's failure that "resulted in the delay in us complying with our undertaking implied on exchange";
 - (iii) that the transaction became "extremely protracted for reasons beyond our control"; and
 - (iv) that "the matter was not drawn to my attention as the fee earner was chasing the client for the return of the executed documents".

Complaint by R

48. In 2006 the Second Respondent acted for the vendor in the sale of Lot 38, 28-36 W, Cleckheaton, R Solicitors acted for the purchaser.
49. On 6th July 2006 prior to completion the firm provided an undertaking that on completion it would redeem a registered mortgage on the title in favour of Barclays Bank and forward a DSI or electronic discharge. Completion took place on 3rd August 2006.
50. On 20th March 2007, R wrote to the firm to indicate that enquiries revealed that the Barclays Bank charge had not been redeemed and that other documents had not been forwarded.
51. Mr Offord did not respond to that letter or to letters sent and phone calls made on 30th March 2007, 23rd July 2007 and 30th January 2008. In his letter dated 6th February 2008 acknowledging a letter sent to his principal, the Second Respondent indicated that he was writing about the matter to Barclays Bank. This letter did not provide a response that reflected the true position, which was that the mortgage had not been redeemed.
52. The First Respondent did not respond to letters or telephone calls sent or made to her on 5th February 2008, 12th February 2008 and 25th February 2008.
53. On 23rd April 2008 the SRA wrote to both Respondents. The First Respondent responded in a letter dated 9th May 2008 and contended that that letter does not explain why the firm failed to comply with its undertaking. She asserted that R were "kept advised of the position at all times". Although R produced evidence to the contrary the First Respondent produced no evidence to support the contention.

54. In her letter dated 15th June 2008, the First Respondent accepted that the proceeds of sale of the property were applied to another purchase made by her client rather than to redeem the Barclays Bank mortgage and that the undertaking had not been complied with and that these decisions were made by the Second Respondent.

Complaint by SM

55. In 2008 the Second Respondent acted for the purchaser in the purchase of Flats 801, 826, 835, 924 and 926 The B Centre. SM LLP, solicitors, acted for the company providing the purchaser with a bridging loan with Bristol & West Investments plc.
56. On 7th January 2008, in acting for her client the First Respondent provided B&W with an undertaking that the firm would inter alia:
- (i) pay within five days to SM the sum of £21,120 in respect of SM's fees, stamp duty on the transfer of the property to the borrower and HM Land Registry fees and Companies House fees to enable SM to register the transaction;
 - (ii) provide to SM completed Land Registry forms;
 - (iii) provide to SM completed stamp duty forms.
57. Although the purchase was completed the firm did not comply with the undertaking. By letter dated 4th March 2008 the Second Respondent assured SM that all applications for registration would be submitted to HM Land Registry on 5th March 2008.
58. In his letter to SM dated 28th March 2008 the Second Respondent sought to vary the 7th January undertaking by substituting the further undertaking that the firm would deal with the payment of stamp duty and register the transaction with the Land Registry on 28th March 2008.
59. Enquiries made by SM established that the further undertaking had not been complied with until 6th April 2008. Neither undertaking was complied with properly or promptly.
60. In her response to the SRA the First Respondent accepted that she had signed the 7th January undertaking but that compliance had not occurred because of matters outside the firm's control and she disputed that a breach of undertaking had occurred. She did not provide any documentary evidence to confirm that SM had agreed not to rely on that part of her 7th January undertaking summarised above or had agreed to accept the varied undertaking set out in the Second Respondent's letter of 20th March.

The Second Respondent

61. The Second Respondent was employed by Cranbrooks Solicitors in conveyancing matters in which the firm was acting.

64. In November 2006 the firm was instructed by a Ms S in her purchase of a leasehold property in Birmingham. The Second Respondent was conducting the matter on behalf of the firm. The vendor's solicitors were SP Solicitors.
65. On 19th January 2007 contracts were exchanged by telephone under Law Society Formula B with completion fixed to take place on 26th January 2007. The Second Respondent undertook to hold the agreed 5% deposit of £5,434.95 to the order of SP Solicitors.
66. The purchaser failed to complete on 26th January 2007 and subsequently SP Solicitors sought to retrieve the deposit monies held to their order by the firm. Despite letters and telephone calls to the firm and the Second Respondent, neither was the deposit sent nor was any explanation given to SP Solicitors as to why the firm did not comply with their undertaking. On 19th April 2007 SP Solicitors reported the matter to the SRA.
67. The SRA wrote to both the Second Respondent and to his employer. Although the SRA caseworker wrote to and spoke by telephone with the Second Respondent no response was provided by him. The SRA was notified by SP Solicitors on 6th September 2007 that the deposit had been paid.
68. On 27th September 2007 the Adjudicator referred the Second Respondent to the Tribunal.

The Submissions of the Applicant

69. The Applicant invited the Tribunal to make the Order under s. 43 Solicitors Act 1974 against the Second Respondent and to find all the allegations proved against the First Respondent on her own admission.
70. There were eight allegations, which had arisen out of 8 complaints and 19 other files. Where there had been overpayments, it was submitted that there had been nothing sinister in that, but that had occurred merely as a result of bad management. The Applicant explained to the Tribunal that there was no allegation of dishonesty against either Respondent, but they had acknowledged that their conduct had given rise to allegations that they had acted without integrity. Where there had been systematic errors, that had been as a result of poor practice management.

The Submissions of the First Respondent

71. The First Respondent explained that she admitted all the allegations. She had provided a detailed statement to the Tribunal setting out details of her professional life and the circumstances that gave rise to the allegations.
72. The First Respondent acknowledged that the responsibility lay with her as the partner rather than with an unadmitted fee-earner and accepted that she had failed properly to supervise the Second Respondent and she accepted that she had failed to act with integrity in her dealings with other solicitors.

73. In her statement to the Tribunal, the First Respondent explained that having set up her firm in 2000, she had suffered a number of personal problems in her domestic life, which resulted in her suffering a heart attack in January 2004. Those personal and private problems continued and it was against this background that the issues in her professional life had arisen. The First Respondent made no excuses for her conduct and for the failings that resulted in the complaints and allegations. She fully accepted that the standard of work and specifically her supervision of the Second Respondent had been unsatisfactory. She had conducted file reviews and there had existed an open line of communication between her and the Second Respondent, but in spite of that errors had occurred.
74. The First Respondent assured the Tribunal that the Second Respondent would no longer have conduct of any files or fee-earning matters.

The Submissions of the Second Respondent

75. The Second Respondent indicated to the Tribunal that he was not opposing the making of the Order under s.43 of the Solicitors Act 1974.
76. The Second Respondent provided a statement to the Tribunal and he sought to address the allegations made against the First Respondent and which he hoped would provide some explanation for how the matters had arisen and to support the First Respondent. He explained that he had joined Cranbrooks Solicitors 2003 where he worked as a conveyancing clerk.
77. He accepted that he should have sought an irrevocable undertaking from the client in respect of the charge on the property at G Street.
78. He accepted that the delays that had occurred in the registration process but which he attributed to a failure by the seller to provide the firm with the necessary documentation but as he routinely dealt with 200-250 such transactions and there had only been delay in 15 files.
79. He had misunderstood that it was the original file and not the copy file that needed to be transferred to C Solicitors, he had failed to 'ring fence' the money in relation to the complaint by U Solicitors.
80. He was not asked to raise any Requisitions on Title in relation to the complaint by E Solicitors and had therefore not asked to confirm that any charges would be redeemed or removed on completion.
81. In relation to the purchase by Ms SN the deposit monies were paid out in error and he attempted to recoup those monies but during that period the firm was no longer instructed by the client.
82. He had understood that it was enough for the First Respondent to have replied to the SRA in relation to F Solicitors and he did not need to.

83. In the cases where the firm had acted for both the purchaser and mortgage lender and the incorrect purchase price had been notified to the mortgage lender, the Second Respondent explained that he had not appreciated the duty owed to the lender client.
84. The Second Respondent appreciated that he had been responsible for the breach of undertaking in respect of the complaint by WM Solicitors and had not made the First Respondent aware of the problem on the file and believed that he could resolve it himself.
85. In the complaint by R Solicitors, the Second Respondent confirmed that he had completed the sale without first checking that the loan had in fact been redeemed.
86. In respect of the complaint by SM Solicitors, the Second Respondent presented the undertaking to the First Respondent for her signature and that was amended by SM Solicitors but he conceded that the original undertaking was not complied with.
87. The Second Respondent acknowledged that his conduct in these matters had fallen below the standard expected. He apologised to the Tribunal and his only explanation was that he had been careless.

The Findings of the Tribunal

88. The Tribunal were mindful of all the circumstances in this case. It appreciated the admissions made by both Respondents. The decision not to oppose the making of the Order under Section 43 Solicitors Act 1974 would mean that the Second Respondent would have to apply to The Law Society to continue to work at the firm or indeed at any solicitor's firm. The Tribunal recognised also that the First Respondent had experienced a number of appalling personal and domestic problems, and found it illuminating that she did not attempt to blame those problems on the Second Respondent for how the allegations had arisen, but had attempted to assist the Tribunal by placing what had occurred at the firm in its proper context. The Tribunal also appreciated the steps the Second Respondent had taken to acknowledge that the failings were initially his.
89. The Tribunal was mindful that the ultimate responsibility for what had occurred lay with the First Respondent. The failings were serious and whilst the First Respondent had attempted to put in place procedures to ensure compliance with the Rules, they had been found to be unsatisfactory. The Tribunal considered the references provided by the First Respondent and were also asked to consider the case of Yerolemou v The Law Society [2008] EWHC 682 (Admin), in deciding the appropriate penalty and the mitigating circumstances of the Second Respondent.
90. The Tribunal Ordered that the First Respondent, [*Respondent 1*], be fined £10,000 and it further orders that she do pay the costs of and incidental to this application fixed in the sum of £23,333, with an interim order to pay £10,000 immediately.
91. The Tribunal Ordered the making of a s. 43 Order against the Second Respondent that no Solicitor, Recognised Body or Registered European Lawyer shall employ or remunerate Robert Offord who is or was employed by Cranbrooks Solicitors of 79 Cranbrook Road, Ilford, Essex IG1 4PG, except in accordance with permission in

writing granted by The Law Society and it further orders that he do pay costs of incidental to this application fixed in the sum of £11,666.00.

Dated this 8th day of July 2009
On behalf of the Tribunal

Mrs K Todner
Chairman