

SOLICITORS DISCIPLINARY TRIBUNAL

IN THE MATTER OF THE SOLICITORS ACT 1974

Case No. 12583-2024

BETWEEN:

SOLICITORS REGULATION AUTHORITY LTD.

Applicant

and

BETTY IGWEBIKE FORDE.

Respondent

Before:

Mr P S L Housego (in the chair)
Mr R Nicholas
Mr B Walsh

Date of Hearing: 1 October 2024

Appearances

Delme Griffiths, solicitor of Blake Morgan LLP of New Kings Court, Chandlers Ford, Eastleigh, SO53 3LG for the Applicant.

The Respondent did not attend and was not represented.

JUDGMENT

Allegations

- 1 The allegations against the Respondent, Betty Forde are that, whilst practising as a sole practitioner under the trading name Anchor Legal Solicitors (“the Firm”), she:
 - 1.1 Failed between at least 31 July 2021 and 15 December 2022 to comply adequately with or remedy breaches of the SRA Accounts Rules 2019 (“SRA AR”) in relation to any or all of:
 - a. Keeping and maintaining accurate, contemporaneous, and chronological records in relation to client ledgers, client balances and a cash book, contrary to Rule 8.1 of the SRA AR;
 - b. Keeping a central record of all bills or other written notification of costs, contrary to Rule 8.4 of the SRA AR;
 - c. Keeping client money separate from office money, contrary to Rule 4.1 of the SRA AR; and/or
 - d. Ensuring adequate client account reconciliations are undertaken, and signed off, at least every five weeks, contrary to Rule 8.3 of the SRA AR.

PROVED

- 1.2 Failed between at least 31 July 2021 and 15 December 2022 to properly account for all payments received from clients in a ledger for that client in breach of all or any of:
 - a. Rule 8.1 of the SRA AR;
 - b. Principle 2 of the SRA Principles 2019 (“the Principles”); and/or
 - c. Principle 7 of the Principles.

PROVED

- 1.3 Failed between at least 31 July 2021 and 15 December 2022 to ensure that the return of funds to clients was properly dealt with through the firm’s accounts, or at all, in breach of all or any of.
 - a. Rule 8.1 of the SRA AR;
 - b. Paragraphs 4.2 and/or 8.7 of the SRA Code for Solicitors, RELs and RFLs (“the Code”);
 - c. Principle 2 of the Principles; and/or
 - d. Principle 7 of the Principles.

PROVED

- 1.4 Made, or allowed to be made, claims under a Legal Aid Authority (“LAA”) contract relating to mental health tribunal cases for various hospital attendances by fee earners of Anchor Legal Solicitors for which there was insufficient evidence of the attendances taking place.

PROVED

2. In so doing so, the respondent has breached any or all of Paragraph 1.2 of the Code and Principles 2 and 5 of the Principles. In addition, manifest incompetence is alleged as an aggravating factor with respect to each of allegations 1.1 and 1.2 above but is not an essential ingredient in proving the allegations

Executive Summary

3. The Respondent was the Principal of the Firm and additionally held the roles of COLP, COFA and MLRO at the Firm.
4. The conduct in this matter came to the attention of the Applicant following a referral from the LAA. The Firm held a contract with the LAA to provide legal advice and representation to clients who were detained under various Mental Health Acts, and to represent those clients for any appeal hearings. The LAA had terminated the contract between itself and the Firm on 24 February 2021. The basis of the termination included the quality of the work undertaken by the Firm, and that claims for work undertaken under the contract had been made but there was no evidence that the work had in fact been carried out.
5. As a result of the referral made by the LAA, the Applicant commenced a forensic investigation of the Firm in July 2021. Serious breaches of the SRA AR were identified as a result of this investigation.
6. The Firm was intervened into by the Applicant on 25 July 2023.
7. The Respondent did not attend the substantive hearing which was heard in her absence. The Tribunal found all allegations proved on the balance of probabilities.

Sanction

8. The Tribunal Ordered that the Respondent be STRUCK OFF the Roll of Solicitors and it further Ordered that she do pay the costs of and incidental to this application and enquiry fixed in the sum of £65,044.75.

The Tribunal’s sanction and its reasoning on sanction can be found [here](#)

Documents

- 9 The Tribunal reviewed all the documents submitted by the parties, which included (but was not limited to):
- Rule 12 Statement and Exhibit JD1 dated 26 March 2024

- Witness Statement of Alice Evans dated 5 August 2024
- Witness Statement of James Danks dated 13 August 2024
- Applicant's Schedule of Costs dated 23 September 2024

Preliminary Matters

10. The Respondent did not attend the hearing and was not represented. The Respondent had not applied to adjourn or vacate the hearing. It was noted that the Respondent had not filed and served an Answer and had not engaged in the proceedings.
11. Service of Proceedings
 - 11.1 The Tribunal was concerned to ensure that the Respondent had been correctly served and was aware of the hearing date.
 - 11.2 Mr Griffiths, for the Applicant, submitted that the Respondent had been correctly served with the proceedings under Rule 13(5) the Solicitors Disciplinary Procedure Rules 2019 ("SDPR 2019") and there was evidence that the Respondent was on notice of the listed hearing.

The Tribunal's Decision

- 11.3 The Tribunal was satisfied that the Respondent had been correctly served with the proceedings under Rule 13(5) SDPR 2019 and was also satisfied that there was sufficient evidence to demonstrate that the Respondent was aware of the substantive hearing which was due to take place between 1 and 2 October 2024.
12. Adjournment
 - 12.1 The Tribunal noted that Rule 23 SDPR set out, amongst other things, that an application for an adjournment of the hearing must be supported by documentary evidence of the need for the adjournment and that an application for an adjournment should be made in the prescribed form indicating the full reasons as to why an adjournment was being sought e.g. medical reports; and state whether the other party to the proceedings supported or opposed the application for an adjournment. The Tribunal would be reluctant to agree to an adjournment unless the request was supported by both parties or, if it was not, the reasons appeared to the Tribunal to be justifiable because not to grant an adjournment would result in injustice to the person seeking the adjournment.
 - 12.2 The Tribunal referred to its current Policy/Practice Note on Adjournments which sets out the principles to be applied in consideration of such applications and Mr Griffiths submissions.
 - 12.3 In this case the Respondent, who, the Tribunal was satisfied was aware of the proceedings, had made no application to adjourn. The Tribunal noted that the Respondent had further been made specifically aware of the possibility of an adjournment by the Applicant's legal representatives.

The Tribunal's Decision

12.4 The Tribunal decided not to adjourn the hearing as there was no evidence for it reasonably to do so.

13. The Application to Proceed in Absence of the Respondent

13.1 Mr Griffiths submitted that the Respondent had been correctly served with the proceedings under Rule 13(5) SDPR 2019 and there was evidence that the Respondent was on notice of the listed hearing.

13.2 The Rule 12 Statement was dated 26 March 2024. The Tribunal issued Standard Directions on 3 April 2024. The Respondent was required to file and serve her Answer, and all documents she intended to rely at the substantive hearing by 4:30 p.m. on Wednesday 1 May 2024. She did not do so and there had been no communication from the Respondent to explain the reason for her non-compliance with the directions. The matter was set down for a non-compliance hearing on 16 May 2024 and Case Management Hearing on 6 June 2024 which the Respondent did not attend.

13.3 The Respondent was made aware by the Applicant's legal representatives that an application for the matter to be heard in her absence would likely be forthcoming should she not attend the substantive hearing. The Respondent acknowledged that and indicated to the Applicant's legal representatives that she would not be attending the hearing and did not oppose it taking place in her absence.

13.4 Further, by e-mails from the Tribunal and the Applicant's solicitors the Respondent was notified that the hearing would be held remotely and sent information as to how to access the remote hearing. There was no response from the Respondent.

13.5 Mr Griffiths applied for the substantive hearing to proceed in the Respondent's absence and relied upon the decisions in General Medical Council v Adeogba; General Medical Council v Visvardis [2016] EWCA Civ 16231 which in turn approved the principles set out in R v Hayward, R v Jones, R v Purvis QB 862 [2001], EWCA Crim 168 [2001] namely that proceeding in the absence of the Respondent was a discretion which a Tribunal should exercise with the utmost care and caution bearing in mind the following factors:

- The nature and circumstances of the Respondent's behaviour in absenting herself from the hearing;
- Whether an adjournment would resolve the Respondent's absence;
- The likely length of any such adjournment;
- Whether the Respondent had voluntarily absented herself from the proceedings and the disadvantage to the Respondent in not being able to present her case.

13.6 It was held in Adeogba that in determining whether to continue with regulatory proceedings in the absence of the accused, the following factors should be borne in mind by a disciplinary tribunal:-

- the Tribunal's decision must be guided by the context provided by the main statutory objective of the regulatory body, namely the protection of the public;
- the fair, economical, expeditious and efficient disposal of allegations was of very
- real importance;
- it would run entirely counter to the protection of the public if a respondent could effectively frustrate the process and challenge a refusal to adjourn when that practitioner had deliberately failed to engage in the process; and
- there was a burden on all professionals subject to a regulatory regime, to engage with the regulator, both in relation to the investigation and ultimate resolution of allegations made against them. That is part of the responsibility to which they sign up when being admitted to the profession.

13.7 Mr Griffiths' submitted that the Tribunal had evidence that the Respondent had been correctly served and that she was aware of the hearing date but had voluntarily absented herself.

The Tribunal's Decision

13.8 The Tribunal was mindful that it should only decide to proceed in the Respondent's absence having exercised the utmost care and caution.

13.9 The Tribunal considered the factors set out in Jones and Adeogba in respect of what should be considered when deciding whether or not to exercise the discretion to proceed in the absence of the Respondent and also Adeogba. The Tribunal noted that the Respondent had been served with notice of the hearing under Rule 13(5) SDPR 2019 and the Tribunal had the power under Rule 36 SDPR 2019, if satisfied service had been effected, to hear and determine the application in the Respondent's absence.

13.10 The Tribunal considered the Respondent had been correctly served and was aware of the date of the proceedings and that an adjournment would not resolve her absence. The Respondent had a duty to engage but had not done so and there was nothing to suggest that she would attend a hearing on a future date. There was no evidence that she had medical issues preventing her from attending and the Tribunal concluded that the Respondent had deliberately chosen not to exercise her right to be present or to give adequate instructions to enable lawyers to represent her.

13.11 The Tribunal also took into account the serious nature of the allegations which had been made against the Respondent. These involved allegations of manifest incompetence and breaches of the accounts rules. It was in the public interest that this case be concluded expeditiously and without further delay.

13.12 Taking all these matters into account, the Tribunal was satisfied that it was appropriate and in the public interest for the hearing to proceed in the Respondent's absence and the Tribunal decided that it should exercise its power under Rule 36 SDPR to hear and determine the application in the Respondent's absence.

Factual Background

14. The Respondent was admitted to the Roll on 2 April 2013 and was the Principal of the Firm from 8 December 2018 to 27 July 2023. She was also the Firm's COLP and COFA. In addition, from 26 October 2021, the Respondent held the role of Money Laundering Reporting Officer ('MLRO') for the Firm.
15. An intervention into the Firm was conducted by the SRA following a decision of the Adjudication Panel on 25 July 2023 and the Respondent's practising certificate was suspended as a further consequence of the intervention.
16. The conduct in this matter came to the attention of the SRA following a referral from the Legal Aid Agency ("LAA"). The Firm held a contract with the LAA to provide legal advice and representation to clients who were detained under various Mental Health Acts, and to represent those clients for any appeal hearings.
17. LAA had terminated the contract between itself and the Firm on 24 February 2021. The basis of the termination included the quality of the work undertaken by the Firm, and that claims for work undertaken under the contract had been made but there was no evidence that the work had been carried out.
18. As a result of the referral made by the LAA, the SRA commenced a forensic investigation into the Firm in July 2021. As part of the forensic investigation, the Forensic Investigation Officer ("FIO") corresponded with, and attended on, the Firm and the Respondent on a number of occasions between January 2022 and November 2022. The investigation concluded with a Forensic Investigation Report ("FIR") dated 15 December 2022.
19. From the information and documentation provided by the Respondent during the investigation, and the answers given by the Respondent to the FIO, issues became apparent in respect of the Firm's accounts.
20. The issues in respect of the SRA Accounts Rules included:
 - Client account reconciliations were not performed in accordance with the rules, and that errors were not identified nor rectified;
 - There was no central record of invoices;
 - Client funds were mixed with business monies in a business account;
 - There was no adequate record as to what funds belonged to each client
 - When there was a record of funds being paid to a client, that record did not mirror the amount sent to the client
 - Disbursements were not adequately recorded as being due or paid.

21. In addition to the matters referred to above, the FIO considered the concerns raised in respect of the Firm recouping funds from the LAA in respect of work purportedly undertaken under the contract, and travel disbursements for attendances on clients.

Witnesses

22. No oral evidence was received, and the Tribunal considered all of the evidence and submissions made by the parties. The evidence is quoted or summarised in the Findings of Fact and Law below. The evidence referred to will be that which was relevant to the findings of the Tribunal, and to facts or issues in dispute between the parties. For the avoidance of doubt, the Tribunal read all the documents in the case. The absence of any reference to particular evidence should not be taken as an indication that the Tribunal did not read, hear or consider that evidence.

Findings of Fact and Law

23. The Applicant was required by Rule 5 of The Solicitors (Disciplinary Proceedings) Rules 2019 to prove the allegations to the standard applicable in civil proceedings (on the balance of probabilities). The Tribunal had due regard to its statutory duty, under section 6 of the Human Rights Act 1998, to act in a manner which was compatible with the Respondent's rights to a fair trial and to respect for her private and family life under Articles 6 and 8 of the European Convention for the Protection of Human Rights and Fundamental Freedoms.
24. **Allegation 1.1 - Failed between at least 31 July 2021 and 15 December 2022 to comply adequately with or remedy breaches of the SRA Accounts Rules 2019 ("SRA AR") in relation to any or all of:**
- a. **Keeping and maintaining accurate, contemporaneous, and chronological records in relation to client ledgers, client balances and a cash book, contrary to Rule 8.1 of the SRA AR;**
 - b. **Keeping a central record of all bills or other written notification of costs, contrary to Rule 8.4 of the SRA AR;**
 - c. **Keeping client money separate from office money, contrary to Rule 4.1 of the SRA AR; and/or**
 - d. **Ensuring adequate client account reconciliations are undertaken, and signed off, at least every five weeks, contrary to Rule 8.3 of the SRA AR.**

The Applicant's Case

- 24.1 Mr Griffiths contextualised Allegation 1.1 as reflecting a wide-ranging failure by the Respondent to properly operate the Firm in compliance with the SRA AR. Rule 8.1 of the SRA AR required the Respondent to keep and maintain accurate, contemporaneous, and chronological records and Mr Griffiths referred the Tribunal to the FIR.

Client Ledgers etc

- 24.2 On 31 July 2021, the FIO requested confirmation from the Respondent of the liabilities to clients of the Firm. The Respondent provided a client reconciliation statement for that date, but no list of client balances was provided.
- 24.3 On 12 January 2022, the FIO emailed the Respondent asking for specific information to be provided. This included:
- Up to date banking information and reconciliations from June 2021 onwards.
 - Up to date lists of clients and balances; and
 - Cash book details.
- 24.4 The information was requested to be provided by 14 January 2022 but was not, in fact, provided until 28 January 2022 and even then only partially.
- 24.5 The FIO emailed the Respondent on 8 February 2022 setting out which documents had not been provided and requesting that these be provided by the end of that week. The Respondent replied on 18 February 2022, with further documents and a response to the FIO's previous email.
- 24.6 The FIO attended on the Firm on 25 and 26 April 2022. Following the FIO's attendance, a follow up email was sent to the Respondent on 26 April 2022. This email reiterated a request for documentation, including bank account statements, supporting documentation for reconciliations from May to August 2021, and reconciliations from September 2021 onwards.
- 24.7 Mr Griffiths explained that this was not an investigation in which the FIO had found inaccurate information following an examination of the cashbook but rather a case where there was a complete absence of a cashbook detailing the Firm's operations. Likewise, the FIO had reported that notwithstanding numerous, repeated requests over a prolonged investigation the Respondent did not provide an up-to-date list of clients and balances.

The Firm's Bank Accounts

- 24.8 The Firm operated two bank accounts, both held at the same bank. The FIO identified the client account and the business account.
- 24.9 The Firm did not, however, keep client monies separate to business monies: when monies were received into the Client Account, they were transferred in their entirety to the Business Account, from which any payments were made.
- 24.10 Upon review by the FIO a number of amounts due to clients were logged as 'disbursements', which appeared to be a memory aid for recording what each client should receive. This purported disbursement was then invoiced and the sum transferred to the Business Account.

24.11 Operating in this manner, however, meant that the actual monies paid to the client could, in fact, differ to the ledger or not be paid to the client (from the Business Account). The ledgers reviewed by the FIO also contained no entry for certain incurred disbursements, which added to the inherent unreliability of the Firm's accounts.

Client Ms B

24.12 The Firm acted for Ms B in respect of a road traffic accident. Ms B's ledger stated that a 'disbursement' was due to the client of £737.45. The Firm's bank accounts did not, however, demonstrate that any such payment had been made to Ms B.

24.13 There was also no record that a disbursement to an expert, who was instructed in respect of this matter, had been paid. No invoice from the expert was on file.

Client Ms P

24.14 The Firm acted for Ms P in respect of a road traffic accident, which caused damage to the client's vehicle. The retainer was handled under a Conditional Fee Agreement.

24.15 On 23 December 2021, £1569.88 was received by the Firm, into the Client Account, from Tradex Insurance Company Limited ('Tradex') Tradex was a third-party insurer who offered that amount in full and final settlement.

24.16 On 24 December 2021, the Firm emailed the client to confirm the settlement, and that its fees were £772.00.

24.17 On that basis, the amount due to the client was £797.88. 39. The client's ledger, however, stated that two amounts (£766.00 and £803.88) were transferred from the Client Account to the Business Account on 24 December 2021.

24.18 A memo on the ledger indicated a 'disbursement' of £803.88 was due to the client, i.e. £6 more than that referenced in the Firm's email of 24 December 2021.

24.19 Payment of £1261.08 was made on 24 December 2021 and included the client's name as a reference. However, that amount differed to the amount stated in the email to the client, and the 'disbursement' due to the client.

24.20 The bank account to which the monies were transferred also differed to the bank account number that the client had provided to the Firm to which to send monies.

No Central Record of Invoices

24.21 During the FIO's attendance at the Firm and on the Respondent on 25 and 26 April 2022, the FIO requested the Firm's central record of bills and was told that the Firm did not maintain one. In addition to no central record being available on 25 and 26 April 2022, the Respondent did not provide such a record to the FIO at any point during the investigation process.

24.22 As well as there being no central record of invoices, invoices from individual files were often missing and, on occasion, did not correspond with the amount on the ledger.

24.23 For example, there was no invoice available in respect of the expert report in relation to the file for Ms B, as detailed above. Similarly, there was no invoice retained on the file for Client Ms P.

Client Mr E

24.24 The client ledger for Mr E recorded that three invoices were posted by the Firm on 9 August 2021 (£600.00), 16 September 2021 (£400.00) and 10 January 2022 (£600.00).

24.25 Despite there being three invoices recorded on the ledger, there was only one invoice on the client matter file, dated 21 December 2021 and without an invoice number.

No separation of client money

24.26 Mr Griffiths referenced that as a consequence of the Firm repeatedly transferring monies received into the Client Account, straight to the Business Account and the consequent mixing of monies, the FIO was unable to determine if the Firm had sufficient money to discharge all of its liabilities to its clients.

24.27 During the time of the investigation, there was no change to the Firm's processes in this regard.

Client Account Reconciliations

24.28 During the period of 31 July 2021 to 15 December 2022, the reconciliation statements provided the FIO were not adequate due to the lack of underlying information, or the reconciliation statements themselves, being not provided.

24.29 Mr Griffiths referenced that the material period of 31 July 2021 to 15 December 2022 is over 71 weeks, meaning that at least 14 reconciliation statements should have been produced by the Respondent during this time-period.

24.30 No adequate reconciliation statements were provided by the Respondent during the period of 31 July 2021 to 15 December 2022.

The Respondent's Case

24.31 In the course of the FIO's investigation the Respondent had provided answers and information relevant to the Tribunal's consideration of Allegation 1.1.

24.32 On 29 November 2022 the Respondent explained to the FIO that her accountant had not provided her with the necessary information to provide reconciliations from May 2022 onwards.

24.33 The Respondent stated that Barclays refused to allow the Firm to make payments from the Client Account, so all monies had to be transferred to the Business Account. The Respondent further explained that she did not consider that she had breached any accounts rules, and that the SRA should provide training to solicitors that set up their own law firm.

24.34 Mr Griffiths submitted that the Applicant did not accept the Respondent's explanation. She was the sole principal, COLP and COFA of the Firm and retained the responsibility to ensure that the Firm and its accounts were properly managed.

The Tribunal's Findings – Allegation 1.1

24.35 The Tribunal accepted the FIO's evidence within the FIR and noted that the supporting evidence, to which Mr Griffiths had directed the Tribunal, sustained Allegation 1.1 (a)-(d). There were fundamental failures by the Respondent in relation to the Firm's compliance with the SRA AR. The Respondent had been afforded numerous opportunities first to put things right during the course of the lengthy FIO inspection and secondly to provide an explanation for the numerous breaches of the SRA AR that were identified but she had declined to do so.

24.36 The Tribunal found, on the balance of probabilities, that the Respondent had failed to: Maintain accurate, contemporaneous, and chronological records in relation to client ledgers, client balances and a cash book, contrary to Rule 8.1 of the SRA AR.

24.37 Keep a central record of all bills or other written notification of costs, contrary to Rule 8.4 of the SRA AR.

24.38 Ensure that client money was kept separate from office money, contrary to Rule 4.1 of the SRA AR.

24.39 Adequately ensure that client account reconciliations were undertaken, and signed off, at least every five weeks, contrary to Rule 8.3 of the SRA AR.

24.40 The Tribunal found Allegation 1.1 proved in full.

25. **Allegation 1.2 – Failing to properly account for all payments received from clients in a ledger for that client**

25.1 Mr Griffiths set out the matters identified by the FIO which he submitted sustained Allegation 1.2.

Client Mr E

25.2 The FIR detailed the relevant financial transactions for this client. In summary:

- Between 13 July to 7 September 2021, the client deposited £1600.00 into the Client Account over five transactions, but immediately transferred the monies out to the Business Account.
- Between 4 October 2021 to 9 December 2021, a further £1700.00 was received from the client but were not posted to the client ledger.

Client Ms C.B

25.3 The FIR further detailed the relevant financial transactions for this client. In summary:

- The client ledger for Ms CB stated that the client made two deposits into the Client Account on 1 May 2021 (for £600 and £550) but the narrative stated that the deposits were actually made on 9 and 14 April 2021.
- As per the client care letter the deposits of £1150 were intended to cover a court fee of £550 and part of the Firm's profit costs of £1200.00.
- Despite the client file indicating that the court disbursement had been paid, no reference to the payment was recorded on the ledger.

Breaches of the Principles and SRA AR in relation to Allegation 1.2

- 25.4 Mr Griffiths submitted that the Respondent was in a position of trust and responsibility as a solicitor who had a duty to ensure that client monies were protected, and that any liabilities due to clients could be properly accounted for.
- 25.5 Members of the public should also be able to place their trust in members of the profession, who are held in high regard. Any behaviour which undermines this trust damages not only the regulated person, but also the ability of the legal profession as a whole to serve society. Members of the public would expect a solicitor to ensure that client funds, which are sacrosanct, were protected.
- 25.6 By her actions, the Respondent did not conduct herself in a manner that maintains public trust in her, and the provision of legal services in breach of Principle 2
- 25.7 The Respondent failed to properly account for all payments received from clients in a ledger for that client in breach of Rule 8.1 SRA AR. Mr Griffiths submitted that by her actions, the Respondent did not act in the best interests of clients in breach of Principle 7.
- 25.8 In respect of relevant representations made by the Respondent in relation to Allegation 1.2, Mr Griffiths submitted that no cogent explanation for these failures to properly account (for all payments received from clients in a ledger for that client) had been provided by the Respondent during the FIO's investigation or thereafter during the proceedings notwithstanding the numerous opportunities afforded her.

Respondent's Case

- 25.9 On 4 November 2022, the Respondent had stated that she was unable to provide an explanation to the FIO with regard to questions raised due to ill health and in correspondence dated 29 November 2022, the Respondent stated that her accountant had not provided her with the necessary information to respond to the FIO's questions.

The Tribunal's Findings – Allegation 1.2

- 25.10 The Tribunal accepted the factual information and evidence within the FIR and noted that the supporting material, to which Mr Griffiths had directed the Tribunal, sustained Allegation 1.2.

- 25.11 By failing to properly account for all payments received from clients in a ledger for that client the Respondent breached Rule 8.1 of the SRA AR which required the Respondent to keep and maintain accurate, contemporaneous, and chronological records.
- 25.12 By failing to appropriately safeguard and record client money, the Respondent placed at risk the monies of all clients held by the Firm. Additionally, the Respondent did not administer and return monies appropriately to all clients. The Respondent failed to conduct herself in a manner that maintained public trust in her, and the provision of legal services in breach of Principle 2. Furthermore, the Respondent failed to act in the best interests of clients in breach of Principle 7.
- 25.13 The Tribunal found Allegation 1.2 proved in full, on the balance of probabilities.

Manifest Incompetence (in relation to Allegations 1.1 and 1.2)

- 25.14 It was alleged that the conduct alleged above at Allegation 1.1 and 1.2 was manifestly incompetent. This was pleaded as an aggravating factor of those allegations. The Applicant relied on the concept of manifest incompetence set out in the case of SRA v Iqbal [2012] EWHC 3251 (Admin), in which it was said:

“It seems to me that Trustworthiness also extends to those standards which the public are entitled to expect of a solicitor, including competence. If a solicitor exhibits manifest incompetence, as, in my judgment, the Appellant did, then it is impossible to see how the public can have confidence in a person who has exhibited such incompetence. It is difficult to see how a profession such as the medical profession would countenance retaining as a doctor someone who had showed himself to be incompetent. It seems to me that the same must be true of the solicitors’ profession. If in a course of conduct a person manifests incompetence as, in my judgment, the Appellant did, then he is not fit to be a solicitor. The only appropriate remedy is to remove him from the Roll. It must be recalled that being a solicitor is not a right, but a privilege. The public is entitled not only to solicitors who behave with honesty and integrity, but solicitors in whom they can impose trust by reason of competence.”

“In applying Principle 6 it is important not to characterise run of the mill professional negligence as manifest incompetence. All professional people are human and from time to time make slips which a court would characterise as negligent. Fortunately, no loss results from such slips. But acts of manifest incompetence engaging the Principles of professional conduct are of a different order”

- 25.15 Mr Griffiths submitted that compliance with the SRA Accounts Rules is sacrosanct. The Respondent’s conduct was manifestly incompetent in that for a period of over 16 months, she allowed the Firm’s accounts to be unreliable.
- 25.16 The Respondent’s conduct continued despite clear warnings being given to her during the Forensic Investigation process. Despite these warnings, for the period of 31 July 2021 to 15 December 2022, the Firm’s accounts remained unreliable, and there was no evidence of any effective remediation by the Respondent to ensure the accounts complied with the SRA AR. During the time of the Forensic Investigation, a period of

over 16 months, there were a number of instances when a competent solicitor would have realised that rectifications should be made.

- 25.17 No competent solicitor would have so acted. Competent conduct in this circumstance would have involved, at the very least, clear efforts to ensure compliance with the SRA AR and demonstrating an awareness of the responsibilities upon a solicitor. Despite repeated opportunities to resolve the situation, the Respondent made no such efforts.
- 25.18 Mr Griffiths emphasised that the Respondent was the Principal of the Firm and was also the Firm's COLP, COFA and MLRO. The Respondent was solely responsible for the shambolic position that the Firm was in at the time of the FIO's inspection. The FIO had found a complete absence of the systems required to effectively and compliantly run the practice.

The Tribunal's decision on the aggravating allegation of manifest incompetence

- 25.19 The Tribunal had regard for the case of Iqbal and the comment in Wingate that "*it is important not to characterise run of the mill professional negligence as manifest incompetence*"
- 25.20 The Respondent had been invited to address the deficiencies identified in her operation of the Firm's accounts during her prolonged engagement with the FIO. The ongoing inability to rectify and remedy these serious breaches of the rules to ensure compliance was a comprehensive failure to meet fundamental professional obligations which could only be described as manifest incompetence.
- 25.21 The Tribunal considered that the failures and breaches reflected in the findings recorded by the FIO and detailed above were so blatant and egregious as to demonstrate manifest incompetence. The Respondent had conducted her practice with total disregard for the SRA Accounts Rules.
- 25.22 The Tribunal found the aggravating allegation of manifest incompetence in relation to Allegation 1.1 and 1.2 proved on the balance of probabilities.

26 Allegation 1.3: failing to ensure that the return of funds to clients was properly dealt with through the firm's accounts, or at all.

- 26.1 Mr Griffiths cited three specific matters identified by the FIO and detailed within the FIR as examples of this conduct. Mr Griffiths submitted that these matters served to demonstrate the Respondent's chaotic and careless attitude towards dealing with client money.

Client Ms B

- 26.2 Ms B instructed the Firm under a Conditional Fee Agreement, which capped the client's liability for costs to 25% of the damages received.
- 26.3 On 31 January 2022, £3061.71 was received in the Client Account from Anexo, which is presumed to be a third-party insurer. These monies were transferred to the Business Account, in the amounts of £737.45 and £2324.26, on 2 February 2022.

26.4 The client ledger stated that a disbursement of £737.45 was to be paid to the client. The FIO was unable to identify any payment to Ms B, from the Business Account, in the three months following the monies being transferred to that account.

Client Ms P

26.5 Ms P retained the Firm under a CFA, which capped her liability on costs to 25% of the damages received.

26.6 On 23 December 2021, £1569.88 was received in the Client Account from Tradex, which was transferred to the Business Account in sums of £766.00 and £803.88 (the latter also being noted on the client ledger as being a “disbursement” due to the client).

26.7 A sum of £1261.08 was paid to a bank account on 24 December 2021, but this bank account was a different bank account to the number provided by the client, and was also a bank account associated with different financial transactions which were not related to Ms P.

26.8 In addition to the above, Ms P stated that she received £797.88 from the Firm on 24 December 2022. The FIO could not identify any such payment from the Firm’s accounts.

Client Ms R

26.9 £300.00 was received into the Business Account on 21 July 2021. The FIO made enquiries with the Respondent regarding Ms R’s case and the Respondent informed the FIO that the matter on which the Firm was instructed by Ms R did not proceed and, as a result, the Respondent stated that the monies were returned to the client.

26.10 The FIO, however, noted that the sum of £300.00, whilst transferred from the Business Account, was only transferred to the Client Account. The Respondent was not able to provide confirmation that the sum had been repaid to Ms R.

Breaches of the Principles and the Code in relation to Allegation 1.3

26.11 Mr Griffiths reiterated that the Respondent was in a position of trust and responsibility as a solicitor who had a duty to ensure that client monies were protected. By her actions, the Respondent did not conduct herself in a manner that maintains public trust in her, and the provision of legal services in breach of Principle 2 and failed to act in the best interests of clients in breach of Principle 7.

26.12 Paragraph 4.2 of the Code required the Respondent to ensure that she safeguard clients’ money and assets. Mr Griffiths submitted, by reference to the FIR, that no reliance could be placed on the Firm’s accounts. What liabilities were due to clients could not be ascertained, which clearly risked there being insufficient funds to settle the same. The Firm’s bank accounts demonstrated clear examples of amounts of monies being returned to clients that were different to those agreed by the Firm’s retainer.

26.13 Paragraph 8.7 of the Code required that clients receive the best possible information about how their matter will be priced and, both at the time of engagement and when

appropriate as their matter progresses, about the likely overall cost of the matter and any costs incurred. On separate occasions, the Firm sent monies to clients, which were not in accordance with the instruction letter, and when costs in excess of that agreed in the retainer letter had been retained by the Firm.

The Respondent's Case

26.14 The Respondent did not provide a direct response or account in relation to Allegation 1.3.

The Tribunals Findings – Allegation 1.3

26.15 The Tribunal accepted the facts and evidence within the FIR and noted that the supporting material, to which Mr Griffiths had directed the Tribunal, sustained Allegation 1.3.

26.16 The Tribunal noted that the Respondent had offered no specific explanation regarding the conduct underlying this allegation during the Forensic Investigation process. The Respondent had indicated that her accountant had not provided her with the necessary information to respond to the FIO's questions generally in correspondence dated 29 November 2022.

26.17 The Tribunal found that the Respondent had failed to ensure that the return of funds to clients was properly dealt with through the firm's accounts, or at all and no explanation for this had been provided by the Respondent.

26.18 The Tribunal found Allegation 1.3 proved in full, on the balance of probabilities.

27. **Allegation 1.4: Made, or allowed to be made, claims under an LAA contract relating to mental health tribunal cases for various hospital attendances by fee earners of Anchor Legal Solicitors for which there was insufficient evidence of the attendances taking place.**

27.1 Under the Firm's contract with the LAA, it was entitled to claim costs from the LAA for work undertaken in representing clients detained under the Mental Health Act, and who were resident in specialist hospitals. Several aspects of the contract were referred to as being particularly relevant in the context of Allegation 1.4.

Clause 23 of the contract states: *"Fraud and unethical behaviour 23.7 You must be alive to the possibility of fraud and unethical behaviour by your personnel and by any third parties you appoint in accordance with Clause 3, must not tolerate it, and must have procedures in place to identify, address and counter it."*

The Standard Terms of the contract states: *"Duty to act in good faith and obtaining value for money 2.3 In relation to this Contract, you and we will act in good faith. 2.4 Without prejudice to more specific provisions of this Contract and to your professional obligations in respect of Clients, you and we agree to work together openly and with mutual trust and cooperation in order to*

achieve value for money and to ensure that public money is spent with probity, accountability and in the public interest”. ...

Contract Work Files 8.1 “You must maintain a file for each Matter and/or case. Files, including electronic files, must be maintained in an orderly manner, showing all correspondence, attendance notes and disbursements on the relevant Matter or case, what Contract Work was performed, when it was performed and by whom, how it was performed and how long it took.”

Recording Information 8.2 “You must record all information required by this Contract promptly and accurately and in accordance with this Contract. Material or repeated failure to do so shall be deemed to be a Fundamental Breach. Records you must maintain”

8.3 “You must maintain true, accurate and complete records of all activities you undertake with this Contract (“Records”) including: (a) records of how you have (in accordance with Clause 7.9) effectively monitored your performance under and compliance with, this Contract, and the corrective action you have taken (if any)... ..”

8.4 Records maintained pursuant to Clause 8.3 must be sufficient:

- (a) to verify and demonstrate performance of and compliance with your obligations under this Contract;*
- (b) to verify and demonstrate the accuracy of information supplied by you in respect of Contract Work;*
- (c) to enable Assessments to be performed;*
- (d) to verify and demonstrate the accuracy of all information supplied by you under or in connection with Clause 14;*
- (e) to facilitate an Official Investigation; and*
- (f) for such other purposes as we reasonably consider necessary in connection with our statutory duties or functions.*

27.2 Your Account with us, Claims, payments and Assessments

14.3 “Without limiting your obligations in the Specification in respect of Claims, your Claims must be true, accurate and reasonable. Any breach of this Clause 14.3 shall be a material breach”

27.3 Subject to reasonableness, the Firm was also entitled to claim travel costs, for attending on a client at a hospital.

- 27.4 The LAA's records confirm that there were two registered users at the Firm who were permitted to submit claims under the contract but, from 2019, only the Respondent worked at the Firm. For the relevant period, it was therefore only the Respondent who was permitted to submit claims to the LAA.
- 27.5 Although the client files would indicate that a number of fee-earners purported to work on these matters, the Respondent appeared to be the fee-earner on a number of matters, two of which are expanded upon below.
- 27.6 The LAA reviewed the Firm's files in respect of five clients that it purported to represent (Clients JP, MH, TW, TM and TA). On each of the five files, there was insufficient evidence to indicate that all of the attendances claimed by the Firm, had actually taken place. This was corroborated by cross-referencing the records of attendance held by the West London NHS Trust.
- 27.7 The LAA's conclusion in relation to the improper claims submitted by the Firm were not merely adopted by the Applicant and Mr Griffiths clarified that although there were clear and obvious suspicions arising from the claims, the Applicant's case was restricted to claims made under the contract for attendances by fee earners where there was insufficient evidence of them taking place and was put no higher than that. The evidence obtained by the LAA was relied on where it sustained that allegation and Mr Griffiths highlighted specific examples of this occurring: -

Client JP

- 27.8 For Client JP, 8 of the 9 purported visits could not be verified, including those on:
- 7 January 2019, when JP was AWOL from hospital;
 - 9 January 2019 to discuss the Medical Report, which was not issued until 15 January 2019; and
 - 11 January 2019 to discuss the Nursing Report, which was not issued until 14 January 2019.
- 27.9 A review of this client file by the LAA demonstrated that the Respondent appeared to have conduct of the matter. In particular, the following pertinent points are highlighted:
- All of the telephone attendance notes, preparation notes and attendance notes include the Respondents initials 'BF';
 - The client care letter states the Respondent's email address and her mobile number as the appropriate details for contacting the Firm;
 - Similarly, the client closing letter states the Respondent's initials and on the billing checklist, she is stated to be the fee-earner;
 - On the application to the First Tier Tribunal ('FTT'), the Respondent is named as the legal representative, and her email address is stated as the point of contact.

Client TA

27.10 For Client TA, 9 of the 10 purported visits could not be verified, including those on:

- 11 January 2019 to discuss the Nursing Report, which was not issued until 14 January 2019;
- 4 February 2019, when F. Onyuchi is recorded as visiting the client but the file note of the visit is attributed to the respondent.

27.11 The LAA calculated that the costs claimed, in total, for the five matters was £4,254.69 plus disbursements for travel for the purported attendances of £138.21.

27.12 A review of this client file by the LAA demonstrated that the Respondent appeared to have conduct of the matter. In a pattern similar to Client JP, the following pertinent points are highlighted:

- All of the telephone attendance notes, preparation notes and attendance notes include the Respondent's initials.
- The billing checklist names the Respondent as the fee-earner;
- The Respondent appears to have signed the Legal Help Funding Form;
- Correspondence from the FTT includes the Respondent's email address; and
- The client care letter, which refers to a meeting between the client and Respondent, provides the mobile phone number of the Respondent.

27.13 Mr Griffiths submitted that it was noteworthy that the Respondent had offered to repay the sums identified in the LAA review of her files and accepted that there were shortcomings.

Breaches of the Principles and the Code in relation to Allegation 1.4

27.14 The monies paid to law firms under their contract with the LAA are public funds. The basis of the contract between a law firm and the LAA requires them to only claim what they are entitled to, and for payment to be made for that work. This is clearly emphasised in the excerpts of the contract between the LAA, and the Firm as set out above.

27.15 Mr Griffiths submitted that the Respondent made, or allowed, claims to be made when there was no substantive evidence of work having been undertaken. As a result, there was a risk that public funds were not appropriately utilised. In such a situation, the public's trust in the profession would be impacted in a negative manner. By her actions, the Respondent did not conduct herself in a manner that maintains public trust in her, and the provision of legal services in breach of Principle 2.

27.16 Mr Griffiths submitted that the Respondent's actions amounted to a failure to act with integrity (i.e. with moral soundness, rectitude and steady adherence to an ethical code) in breach of Principle 5 of the SRA Principles.

27.17 Paragraph 1.2 of the Code required the Respondent to refrain from abusing her position by taking unfair advantage of clients or others. The contract between the LAA and a law firm requires there to be inherent understanding, between the two parties, to act fairly. Without this good faith, which is stated as necessary within the contract each claim made by a law firm would need to be scrutinised by the LAA, and the costs incurred reviewed.

27.18 The Respondent should have been aware that some visits, on at least two matters in her name, could not have taken place as claimed. Despite this, there is no evidence that the Respondent made any attempts to ensure that the attendances took place as claimed for. She was not, as needed by the contract with the LAA,

“...alive to the possibility of fraud and unethical behaviour by your personnel and by any third parties you appoint in accordance with Clause 3, must not tolerate it, and must have procedures in place to identify, address and counter it.”

27.19 The Respondent, instead, without any apparent processes in place to ensure there was appropriate evidence on the client file, submitted claims for work undertaken in her name, and for disbursements incurred, and received reimbursements from the LAA into the bank account over which she had control. The Respondent thereby breached Paragraph 1.2 of the Code.

The Respondent’s Case

27.20 The Respondent contested the LAA’s decision to terminate the Firm’s contract following their review of the claims referenced above.

27.21 In respect of the purported visits to clients being claimed for under the Firm’s contract, the Respondent stated that that she “...could accept or deny” the suggestion in respect of Client JP, but could do neither as she did not have conduct of the file herself. The Respondent explained that she was not experienced in mental health work, and therefore employed a qualified supervisor for the purpose of running the contract. The Respondent submitted to the LAA that it was the supervisor who had the responsibility for ensuring the contract was appropriately run.

27.22 The Respondent also stated that she was unable to substantiate whether the visits to clients had, in fact, taken place but that attendances on clients were sometimes allowed without the visit being recorded.

27.23 In the Respondent’s correspondence of 29 November 2022, she maintained the explanations given to the LAA. In her view, it should be the Firm’s supervisors who have the responsibility for the failings.

The Tribunal’s Findings – Allegation 1.4

27.24 The Tribunal noted that the Respondent had offered to repay the sums identified in the LAA review of her files and accepted that there were shortcomings. The facts in relation to Allegation 1.4 were uncontested. The Respondent had engaged with the LAA at the time of their review and provided an explanation for the claims made that were

identified by the LAA as being unsupported by evidence demonstrating their legitimacy.

- 27.25 The Respondent did not contest the LAA's criticisms of the claims made without supporting evidence or which could not have occurred as claimed in view of the circumstances of the particular client. The Respondent's approach instead was to deflect culpability, stating that as she was unfamiliar with mental health work she had employed a qualified supervisor for the purpose of running the contract. The Respondent submitted to the LAA that it was the supervisor who had the responsibility for ensuring the contract was appropriately run.
- 27.26 The Tribunal found that the Respondent's explanation was not credible given her position at the Firm. The Respondent was the only person at the Firm who was able to make claims to the LAA, it was her responsibility to ensure that the claims made were appropriate and valid. On at least two of the files reviewed, the Respondent's contact details were provided to the FTT in respect of applications by the client. In addition, her initials appear on correspondence within the relevant files and her direct contact details were provided.
- 27.27 Given the number of attendances which purported to be by the Respondent, for which a number of disbursements were recorded, and for which she was recorded as being the relevant fee-earner, had the visits not been undertaken by her, then it should have clearly necessitated her reviewing the file to determine who had undertaken the visits, and whether the visits had taken place. If a proper review had taken place, as demonstrated by the outcome of the LAA's own inspection and enquiries, it would have been apparent to the Respondent that the explanations given for the attendances could not be accurate.
- 27.28 The Tribunal found that the Respondent made, or allowed to be made, claims for hospital attendances by fee earners under the firms LAA contract relating to mental health tribunal cases for which there was insufficient evidence of the attendances taking place.
- 27.29 By her actions, the Respondent did not conduct herself in a manner that maintains public trust in her, and the provision of legal services in breach of Principle 2.
- 27.30 In relation to Principle 5 of the SRA Principles the Tribunal had regard for *Wingate & Evans v Solicitors Regulation Authority v Malins* [2018] EWCA Civ 366, the Court of Appeal approved the view of the Financial Services and Markets Tribunal in the earlier case of *Hoodless v Financial Services Authority* [2003] UKFSM FSM007 that

“‘integrity’ connotes moral soundness, rectitude and steady adherence to an ethical code.” The Court of Appeal went on to hold that:

“100. Integrity connotes adherence to the ethical standards of one's own profession. That involves more than mere honesty. To take one example, a solicitor conducting negotiations or a barrister making submissions to a judge or arbitrator will take particular care not to mislead. Such a professional person is expected to be even more scrupulous about accuracy than a member of the general public in daily discourse.”

101. The duty to act with integrity applies not only to what professional persons say, but also to what they do.”

- 27.31 The Tribunal found that the Respondent had made, or allowed to be made, claims for work purportedly undertaken without having ensured, or having processes in place, to ensure that the work had actually been undertaken. This conduct was repeated, for a number of clients, over a significant period.
- 27.32 The Tribunal found that the Respondent lacked integrity in breach of Principle 5 of the SRA Principles and Paragraph 1.2 of the Code which required the Respondent to refrain from abusing her position by taking unfair advantage of clients or others.
- 27.33 The Tribunal found Allegation 1.4 proved in full, on the balance of probabilities.

Sanction

28. The Tribunal had regard for its Guidance Note on Sanction (10th Ed) and the proper approach to sanctions as set out in *Fuglers and others v SRA* [2014] EWHC 179.
29. The Tribunal assessed the seriousness of the misconduct by considering the level of the Respondent’s culpability and the harm caused, together with any aggravating or mitigating factors.
30. In assessing culpability, the Tribunal found that there had been a profound failure to take the basic necessary steps by reason of the manifest incompetence which had been found. The Respondent had had direct control and responsibility for the circumstances of the misconduct. She had conducted her practice with total disregard for the SRA AR and submitted claims to the LAA for payment for payment out of public funds which could not verified by supporting evidence. The Tribunal assessed the Respondent’s culpability as high.
31. The Tribunal then turned to assess the harm caused by the misconduct. The reputation of the profession was inevitably seriously harmed by the Respondent’s misconduct which thoroughly foreseeable and indeed obvious given the repeated opportunities to put things right when engaged with the FIO during the Forensic Inspection.
32. The finding that the Respondent acted with manifest incompetence was a serious aggravating factor. The Tribunal had also made a finding of lack of integrity.
33. The Tribunal assessed the misconduct as very serious. The Tribunal had regard to the Sanctions Guidance and to assess the appropriate sanction began with No Order and worked up in terms of seriousness until a fair and proportionate sanction was arrived at.
34. The Tribunal determined that No Order, a Reprimand or a Fine were inadequate sanctions. None of these options were commensurate with the seriousness of the misconduct or the risk to the public and the reputation of the profession.
35. The Tribunal had regard to the decision in *Iqbal* in which it was said:

“It seems to me that Trustworthiness also extends to those standards which the public are entitled to expect of a solicitor, including competence. If a solicitor exhibits manifest incompetence, as, in my judgment, the Appellant did, then it is impossible to see how the public can have confidence in a person who has exhibited such incompetence. It is difficult to see how a profession such as the medical profession would countenance retaining as a doctor someone who had showed himself to be incompetent. It seems to me that the same must be true of the solicitors’ profession. If in a course of conduct a person manifests incompetence as, in my judgment, the Appellant did, then he is not fit to be a solicitor. The only appropriate remedy is to remove him from the Roll. It must be recalled that being a solicitor is not a right, but a privilege. The public is entitled not only to solicitors who behave with honesty and integrity, but solicitors in whom they can impose trust by reason of competence.”

36. The Tribunal did not consider that a Restriction Order or a Suspension from practice adequately addressed the seriousness of the misconduct or the need to protect the public and the reputation of the profession. The Tribunal saw no basis to conclude that the position would be different after a period of suspension. Whilst it may not always be inevitable that a finding that a solicitor had acted in a specific instance with manifest incompetence required that they be struck off the Roll, in this case the Tribunal was driven to this conclusion by virtue of the Tribunal’s profound concerns about the risk to the public and to the reputation of the profession.

37. The Tribunal had regard to the observation of Sir Thomas Bingham MR in *Bolton v Law Society* [1994] 1 WLR 512 that the fundamental purpose of sanctions against solicitors was

“to maintain the reputation of the solicitors’ profession as one in which every member, of whatever standing, may be trusted to the ends of the earth.”

38. The Tribunal determined that the findings against the Respondent, including manifest incompetence, required that the appropriate sanction was strike off from the Roll.

Costs

39. Mr Griffiths applied for the Applicant’s costs in the sum of £65,044.75 as particularised in the Statement of Costs dated 23 September 2024.

40. Mr Griffiths submitted that the significant Forensic Investigation costs were the result of the 5 on site visits by the FIO to the Firm that were required because of the difficulties in obtaining information from the Respondent that ought to have been readily available. Furthermore, because of the lack of cooperation by the Respondent the investigation had taken an unusually prolonged period to conclude which had increased the costs. Finally in view of the lack of engagement from the Respondent, additional case management and correspondence had been required in advance of the substantive hearing.

41. The Respondent had not filed any evidence or information regarding her means. There was no evidence to indicate that the Respondent would be unable to pay a costs order. She had not been made bankrupt and remained a company director.

42. Mr Griffiths submitted that the costs claimed were reasonable and proportionate and the Applicant would take only responsible steps to recover costs ordered.
43. The Tribunal assessed the Applicant's costs schedule in detail and had regard for the conduct of the parties (including the extent to which the Tribunal's directions and time limits imposed had been complied with), whether the amount of time spent on the matter was proportionate and reasonable and whether any or all of the allegations were pursued or defended reasonably.
44. The uncooperative approach adopted by the Respondent had undoubtedly impacted on the time taken on the matter both during the Forensic Investigation and in preparation for the substantive hearing. The Tribunal noted that the detailed and cogent FIR had been prepared by the FIO notwithstanding these difficulties. This evidence was the basis of many of the findings made and the Tribunal concluded that the work undertaken was necessary and the costs arising from it were properly incurred.
45. The Respondent had failed to comply with the Tribunal's directions and this had resulted in additional case management hearings which had impacted on the Applicant's costs.
46. All allegations had been found proven and the Tribunal concluded that the costs as applied for by the Applicant were, in all the circumstances and by reference to Rule 43 of the SDPR 2019, proportionate and reasonable.
47. The Tribunal ordered that the Respondent do pay the costs of and incidental to this application and enquiry fixed in the sum of £65,044.75.

Statement of Full Order

48. The Tribunal ORDERED that the Respondent, BETTY IGWEBIKE FORDE, solicitor, be STRUCK OFF the Roll of Solicitors and it further Ordered that she do pay the costs of and incidental to this application and enquiry fixed in the sum of £65,044.75.

Dated this 18th day of November 2024

On behalf of the Tribunal

JUDGMENT FILED WITH THE LAW SOCIETY
18 NOV 2024

P S L Housego

P S L Housego
Chair