

SOLICITORS DISCIPLINARY TRIBUNAL

IN THE MATTER OF THE SOLICITORS ACT 1974

Case No. 12763-2025

BETWEEN:

SOLICITORS REGULATION AUTHORITY LTD

Applicant

and

VICTORIA MARY BURDETT

Respondent

Before:
Mr A Horrocks (Chair)
Ms H Hasan
Ms L Fox

Date of Hearing: 16 -17 February 2026

Appearances

Thomas Walker, counsel employed by Blake Morgan LLP, One Central Square, Cardiff CF10 1FS for the Applicant.

Ms Susanna Heley, solicitor, of Russell-Cooke LLP, 8 Bedford Row, London, WC1R 4BX.

JUDGMENT

Allegations

1. The allegations against the Respondent, Victoria Mary Burdett, made by the SRA are that, whilst in practice as a solicitor at Robinson Allfree Solicitors (“the Firm”), she:
 - 1.1 On 10 July 2023, signed and included her details on a deed to confirm that she was present as a witness when another signature was made on the deed (the deed), when she knew or ought to have known that including her signature and details on the deed was misleading and thereby breached any or all of Principles 2, 4 and 5 of the SRA Principles (‘the Principles’) and Paragraph 1.4 of the SRA Code of Conduct for Solicitors, RELs, RFLs and RSLs (‘the Code’).
 - 1.2 On or around 10 July 2023, sent, or caused to be sent, the deed to other parties purporting that it was a properly and validly executed deed to be relied on and thereby breached any or all of Principles 2 and 5 of the Principles and Paragraph 1.4 of the Code.
 - 1.3 Failed to inform her employer, until 24 July 2023, that she had signed the deed as a witness, contrary to the instructions given to her by a partner at the Firm on 10 July 2023 and thereby breached any or all of Principles 2, 4 and 5 of the Principles and Paragraph 1.4 of the Code.

Executive Summary

2. The Respondent, a solicitor of 22 years’ standing, was found to have acted dishonestly by signing a deed as witness to a signature she had not witnessed. The Tribunal accepted she had not intended to cause harm and had acted under significant personal and professional pressure but concluded that ordinary decent people would regard her conduct as dishonest. Allegation 1.1 was proved, but allegations 1.2 and 1.3 were not proved.
3. The Tribunal found that exceptional circumstances existed such that strike-off would be disproportionate, given that the dishonesty was spontaneous, isolated, caused no significant harm, and was accompanied by strong mitigation including an unblemished career, voluntary disclosure, and genuine remorse.

Sanction

4. A six-month suspension commencing 17 February 2026 was imposed. The Tribunal’s reasons on sanction can be found [[here](#)]

Documents

5. The Tribunal considered all the documents in the case, which were contained in the electronic bundle.

Preliminary Matters

6. Upon application by the Applicant, unopposed by the Respondent, the Tribunal made an order under Rule 35 (9) Solicitors Disciplinary (Proceedings) Rules 2019 (‘SDPR

2019') prohibiting the disclosure or publication of any matter likely to lead to the identification of the client in this matter.

Factual Background

7. The Respondent was admitted as a solicitor on 1 August 2001.
8. The Respondent worked as a private client solicitor at the Firm from December 2020 until August 2023, having resigned in June 2023 with her notice period ending in September. The Firm had been managing a trust created in 2010 following Client A's death, with partners of the Firm serving as trustees. In 2023, the Firm decided to cease handling trusts generally, necessitating the retirement of the current trustees and their replacement with adult members of Client A's family. The Respondent was responsible for managing this transition, which required a deed of appointment and retirement to be properly executed.
9. The deed required each retiring and new trustee to sign in the presence of a witness, who would then attest to the signature by signing themselves and providing their name and address. This witnessing requirement is mandated by the Law of Property (Miscellaneous Provisions) Act 1989 to ensure the deed's validity. By 10 July 2023, all signatories except Robert Ailsby, a partner in the Firm and a trustee, had completed the document.

Witnesses

10. Robert Ailsby (affirmed)
 - 10.1 He served as Partner and Managing Partner at the Firm from March 2020, primarily overseeing regulatory compliance and day-to-day operations. As part of a new five-year business plan and risk review, the Firm decided to cease dealing with trusts, which contributed to his and another partner's decision to retire as trustees for the client. Upon reviewing the trust file, which predated his tenure, he noted the Firm had been working without security for costs. As a gesture of goodwill, he informed the client no fees would be charged for work completed to that point.
 - 10.2 Regarding 10 July 2023, Mr Ailsby explained he arranged for his secretary, Amy Warren, to bring the deed of retirement to his home for him to sign as a retiring trustee. Due to his dog barking, he signed the deed outside while Ms Warren watched. He believed it was a minor oversight that the witness details were not added at the time and instructed her to complete them at the office if necessary.
 - 10.3 That morning, he exchanged emails with the Respondent, who asked if she should witness the signature. By an e-mail from him timed at 10:43 am he instructed that only Ms Warren, who had seen him sign, should witness it. Later he amended draft letters to the client himself and instructed the Respondent to send the finalised letters and deed via recorded delivery.
 - 10.4 He only became aware on 24 July 2023 that the Respondent had signed the deed as a witness, as she admitted she had done so believing it "was ok", despite having read his

instructions. Upon learning this, he immediately informed the relevant parties that the document was invalid and replaced it with a valid deed.

- 10.5 He formally reported the incident to the SRA on 27 July 2023.
- 10.6 In cross-examination by Ms Heley, he accepted that his attendance notes from the 24 July meeting had not been written contemporaneously but had instead been compiled later that day from memory, representing his own thoughts and understanding of events rather than a verbatim record. He nonetheless maintained that the notes accurately reflected the Respondent's admission that she had seen his email before signing the deed.
- 10.7 He described the Respondent as having been agitated during the meeting due to personal matters, and denied being visibly angry himself, citing that his professional experience enabled him to remain composed. He was unable precisely to remember his contact, if any, with the Respondent during the two-week period between the signing and her admission, saying he had been largely absent from the office.
- 10.8 He denied the Respondent's allegation that he had previously asked her to witness a pre-signed document in 2021 and maintained that his view of the deed in question was that it had been irreparably invalidated, necessitating the document being redone entirely rather than corrected by way of attestation.

11. Respondent (on oath)

- 11.1 The Respondent maintained that she had signed the deed believing she was correcting an oversight in a permissible way, with no appreciation that her actions could invalidate the document or be considered dishonest. She had been motivated by a desire to finalise matters for the benefit of an elderly client whose affairs were being disrupted. As she knew the signature was genuinely Mr Ailsby's, she had not regarded the matter as significant, and when his email arrived after she had already signed, she believed the only issue was that she had not followed his instructions.
- 11.2 The Respondent acknowledged she had not proactively sought out Mr Ailsby to explain what she had done, attributing this in part to her fear of his reaction and a lack of emotional capacity to pursue what she anticipated would be a deeply unpleasant conversation. She stated she had raised the matter voluntarily at their first in-person meeting on 24 July 2023.
- 11.3 She further stated that witnessing signatures the witness had not seen being made was not an unusual occurrence within the firm, and that she had previously been asked to sign documents on behalf of partners without prior consultation with one such occasion sometime in 2021.
- 11.4 To provide context as to her personal circumstances at the time, she said that she was a single parent with a teenage child on the autism spectrum. As her child became older their behaviour became more challenging and required substantial ongoing support. The Respondent had no parents, in-laws, or nearby relatives for support.

- 11.5 Whilst she had generally coped well with balancing parenting and work, there were periods of adjustment when new issues arose increasing risks to her child's safety and wellbeing, leading to exceptional stress. The events which were the subject of these allegations occurred during one such crisis period.
- 11.6 The Respondent sought help from multiple sources. However, the support available was very limited, which added to her sense of isolation and the burden of responsibility. She described this as a nightmare period during which the emotional toll was indescribable and exhausting.
- 11.7 Following the Easter crisis, the Respondent was given two weeks' compassionate leave. She was deeply worried about her child being alone at home between 3 p.m. and 6 p.m. and requested flexibility to work from home in the afternoons. The Firm agreed to this arrangement on a temporary basis.
- 11.8 However, the Respondent was subsequently told this arrangement was not acceptable in the long term. She gave notice in June 2023 and began working through her caseload, attempting to complete as much as possible.
- 11.9 The Respondent explained that her days were intensely pressured during her notice period as she tried to complete large estate files, deal with new will enquiries, and complete the lengthy task of retiring partners from numerous trusts. Each day involved balancing morning work with rushing home by 3 p.m. to be available for her child.
- 11.10 The Respondent explained that whilst she had joined the firm at Mr Ailsby's request, having been friends with him previously, the relationship had deteriorated significantly. She described his expectations as unmanageable and his manner as critical rather than supportive, to the point where she had become fearful of him and anticipated that most interactions would turn unpleasant. She noted that Mr Ailsby had taken her resignation as a personal betrayal, which had further strained their already difficult relationship.
- 11.11 Despite 22 years of experience as a probate and private client solicitor, the Respondent maintained under cross-examination by Mr Walker that she had not been aware of the statutory requirement that a witness must be physically present when a deed is executed. She had believed retrospective witnessing was permissible and claimed she did not gain full clarity on the legal position until the current proceedings, notwithstanding that the deed itself contained the words "*in the presence of.*"
- 11.12 The Respondent accepted she had signed the deed without witnessing Mr Ailsby execute it, describing her actions as 'finishing the job' and doing him a favour given the urgency of the matter. She insisted she had already signed before receiving his email directing that Amy Warren should do so, and denied any intention to conceal her actions, pointing to the fact that she had immediately uploaded a scanned copy of the deed to the file and notified him of this by e-mail.
- 11.13 Regarding the two-week delay in disclosure, the Respondent denied that this reflected any awareness of a problem with the execution of the deed or of dishonesty in relation to it, characterising her actions instead as a serious error of judgment and stating she had been dreading Mr Ailsby's reaction, because she had not followed his instructions.

She maintained she had taken the next available opportunity to raise the matter with him in person.

- 11.14 When questioned by the Panel, the Respondent explained she had been attempting to anticipate Mr Ailsby's needs and, whilst familiar with line-of-sight witnessing requirements for wills from Covid-era practice, stated she had not at the time connected those requirements to the execution of deeds.
- 11.15 The Respondent unreservedly accepted that her actions had been wrong, acknowledging that she had allowed her professional standards to slip in a misguided attempt to be helpful under considerable stress. She offered her apologies to the Tribunal, the profession, and all those inconvenienced by her actions.

Findings of Fact and Law

12. The Applicant was required to prove the allegations 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 right to a fair trial and to respect for their private and family life under Articles 6 and 8 of the European Convention for the Protection of Human Rights and Fundamental Freedoms. The Tribunal had regard to, and applied the following tests in its fact-finding exercise:

Dishonesty

13. The test set out at paragraph 74 of [Ivey v Genting Casinos \(UK\) Ltd t/a Crockfords \[2017\] UKSC 67](#).

Integrity

14. The matters set at paragraphs 97 to 107 of [Wingate v SRA \[2018\] EWCA Civ 366](#),

NOTE: While all the evidence was carefully considered the Tribunal does not refer to each and every piece of the evidence or submissions in its judgment and findings.

Rule 12 [[here](#)]

The Allegations:

Allegation 1.1: The alleged false witnessing

Allegation 1.2: Dissemination of the invalid deed

Allegation 1.3: Failure to disclose.

15. The Applicant's Case

Allegation 1.1: The alleged false witnessing

- 15.1 It was said by Mr Walker on the Applicant's behalf that the Respondent had falsely witnessed a signature on the deed, sent out the invalid document, and failed promptly to disclose her error.

- 15.2 On 10 July 2023, Mr Ailsby asked his secretary, Amy Warren, to bring the deed to his home so he could sign it in her presence. He duly signed whilst Ms Warren witnessed, and she returned the document to the office, giving it to the Respondent. However, Ms Warren had not completed the witness section by adding her own signature and details.
- 15.3 Upon reviewing the document, the Respondent noted the incomplete witness section. Rather than ensuring Ms Warren completed it properly, the Respondent herself signed as the witness, falsely attesting that she had been present when Mr Ailsby signed the deed. She had not been present.
- 15.4 The email correspondence that morning revealed the sequence of events. At 10:35 a.m., the Respondent emailed Mr Ailsby asking, “You want me to witness your signature?” Mr Ailsby replied at 10:43 a.m., clearly stating: “Please ask Amy to witness my signature as she actually watched me sign.” Despite this explicit instruction, the Respondent had already signed as witness or proceeded to do so regardless.
- 15.5 The Respondent later explained that she recognised Mr Ailsby’s signature and believed there was urgency to complete the matter. She claimed that signing on behalf of partners was not unusual in the firm and that she had previously been asked to witness signatures she had not seen being made. However, it was said by Mr Walker that Mr Ailsby’s evidence contradicted this claim. The Respondent had admitted in subsequent conversations that she knew the witnessing was a legal requirement, understood that without proper witnessing the deed would be invalid, and was aware she was not present when Mr Ailsby signed. She claimed she was attempting to be helpful given the perceived urgency.
- 15.6 The formal requirements for executing deeds under section 1(3) of the Law of Property (Miscellaneous Provisions) Act 1989 were of fundamental importance. The subsection states that a deed is only validly executed “if, and only if,” it is signed by the individual “in the presence of a witness who attests the signature.”
- 15.7 This provision was clear. The purpose of such formality was twofold: to ensure the signatory exercised caution before signing, and to provide an evidentiary record in case of subsequent dispute. The witness must be physically present at the time of signing and then attest to the signature they had witnessed. Mr Walker submitted that the provision did not invite the witness to attest that the signature was one they recognised, as this would frustrate the legislative purpose.
- 15.8 The Law Commission report on electronic execution of documents (2019), concluded that the requirement for a deed to be signed “*in the presence of a witness*” required the physical presence of that witness. HM Land Registry continued to require that the witness be actually present when the deed was signed.

Allegation 1.2: Dissemination of the invalid deed

- 15.9 Having falsely witnessed the deed; it was said that the Respondent then sent it to the new trustees. At 9:54 a.m. on 10 July 2023, the Respondent emailed Mr Ailsby with draft correspondence for the new trustees. Mr Ailsby replied at 9:58 a.m. asking her not to send out the correspondence until he got back to her. At 10:35 a.m., the Respondent

emailed Mr Ailsby asking: “You want me to witness your signature?” Mr Ailsby replied at 10:43 a.m. stating: “Please ask Amy to witness my signature as she actually watched me sign.”

- 15.10 Mr Walker submitted that the Respondent was thus on notice that she had no authority, implied or otherwise, to attest to the signature. At 12:49 p.m., the Respondent confirmed to Mr Ailsby that the deed would go out with the original document. The letter to the new trustees enclosing the deed was sent out in the Respondent’s name, advising that the new trustees could send the deed to the Land Registry to remove an existing charge.
- 15.11 The letter, dated 10 July 2023 and sent in the Respondent’s name, enclosed the deed, and stated that it effectively transferred all trust assets to the new trustees. The Respondent even suggested the new trustees could send the deed to the Land Registry to remove a charge registered against trust property. She made no mention of any concerns regarding the deed’s validity, despite knowing she had falsely witnessed Mr Ailsby’s signature and that he had instructed otherwise.

Allegation 1.3: Failure to disclose

- 15.12 For two weeks, from 10 July until 24 July 2023, the Respondent did not inform anyone at the Firm that she had improperly witnessed the deed. It was only on 24 July, during a general meeting with Mr Ailsby about closing files before her departure, that she voluntarily disclosed what she had done. When Mr Ailsby asked about Client A’s matter, the Respondent confirmed she thought it was concluded but then volunteered that she had signed as witness to his signature on the deed. She also confirmed she had seen his email instructing that Amy Warren should sign.
- 15.13 Until this moment, Mr Ailsby had been unaware that an incorrect witness signature had been included on the deed that had been sent out. The Firm immediately suspended the Respondent to investigate, and efforts were made to have a deed properly executed.
- 15.14 Mr Walker’s central submission was that whilst it was disingenuous and indicative of a want of integrity to ask permission to do something one had already done, the very posing of the question betrayed the Respondent’s state of mind. If the Respondent genuinely believed this was acceptable practice, she would simply have signed without more and would not have mentioned it in the meeting on 24 July 2023. The posing of the question indicated that the Respondent did not genuinely believe this was acceptable practice but was seeking to cover herself with a cloak of authority which she knew nobody was in a position to give as no such authority could have been bestowed. The Respondent also had ample time to take remedial action, the most obvious being to follow the instruction she had been given, namely, to ask Amy Warren to sign (as there was no legal requirement that the witness sign in the presence of the signatory), or alternatively to arrange for the deed to be re-signed by Mr Ailsby in the Respondent’s presence.
- 15.15 Given that the Respondent had not witnessed the signature, she could have had no reasonable belief that attesting to it was anything other than false. The false attestation was misleading and, in and of itself, represented both a lack of integrity and dishonesty given the nature of the deed.

- 15.16 The Respondent had claimed she had previously been asked to witness Mr Ailsby's signature on a document she had not seen him sign. This was rejected by Mr Ailsby, and his email asking that Amy Warren sign supported his position. The requirement for a witness to actually witness the signature was obvious and well-understood. The Respondent could have had no reasonable or genuine belief that she had any authority, implied or otherwise, to attest as she did.
- 15.17 Mr Walker submitted that, applying *Ivey v Genting Casinos*, the reasonableness or otherwise of the Respondent's belief was a matter of evidence going to whether the belief was genuinely held. Once the actual state of mind was established, the question of whether the conduct was honest or dishonest was to be determined by applying the objective standards of ordinary decent people.
- 15.18 The SRA's position was that the Respondent's actions were dishonest because, in all the circumstances, she had no genuine belief that she was authorised to act as she did, and secondly that her actions would be deemed dishonest by the objective standards of ordinary decent people.
16. The Respondent's Case
- 16.1 The Respondent challenged the SRA's assertion that it could accurately know her subjective knowledge and belief at the material time. Her central submission was that she did not believe her actions could invalidate the deed. She believed she was perfecting it and fulfilling the intentions of all parties, characterising her conduct as taking a convenient shortcut to remedy a perceived administrative defect rather than any deliberate attempt to create or circulate an invalid legal document.
- 16.2 The Respondent relied on *R (Mercury Tax Group) v HMRC* [2008] for the proposition that the legal question of whether non-compliance with formal requirements invalidates a deed is distinct from whether there are grounds to suspect dishonesty. The *Mercury* case involved substitution of signature pages on tax scheme documents. The court found it "entirely plausible" that parties had taken this course as a convenient shortcut without appreciating it might invalidate the scheme, reasoning that if they genuinely believed their actions would invalidate the documents, they would be taking "a very big risk for very little advantage."
- 16.3 The Respondent noted that the Solicitors Disciplinary Tribunal had applied this interpretation of *Mercury* in *Simpson* (12185-2021), which also concerned a solicitor accused of dishonesty in connection with signature page replacement and submission of a document to HM Land Registry.
- 16.4 *Allegation 1.1 (false witnessing)*: The Respondent admitted signing the deed as witness but denied misconduct. She contended the purpose of a witness signature is to provide assurance as to the authenticity of the primary signatory's signature. She genuinely believed Mr Ailsby's signature was properly applied and authentic and did not believe including her signature could be misleading. Whilst accepting her actions were "ill-judged and ill informed," she maintained they did not amount to breaches of the SRA Principles or Code.

- 16.5 *Allegation 1.2 (disseminating the invalid deed)*: The Respondent admitted the deed was sent to other parties but maintained she genuinely believed it was valid and properly completed, denying this constituted misconduct.
- 16.6 *Allegation 1.3 (failure to promptly disclose)*: The Respondent admitted informing Mr Ailsby on 24 July 2023 but stated this disclosure was voluntary and part of a general handover update. She disputed the assumption that she knew her actions had been wrong and the deed invalid prior to that conversation.
- 16.7 The Respondent maintained that until 24 July 2023, she genuinely believed the deed was valid and could be relied upon. She was not hiding actions she believed wrong but lacked the emotional fortitude for what she anticipated would be a difficult conversation with Mr Ailsby, of whom she was already afraid. She did not appreciate there would be any serious issue with her actions. She was aware Mr Ailsby had emailed asking that Ms Warren witness it but did not at the time see a material difference between Ms Warren signing after the fact and her doing so herself. She denied seeking to hide her actions or appreciating any urgency to report her conduct.
- 16.8 The Respondent submitted her actions were based on a flawed understanding of the law regarding attestation, but that mistakes of law are not equivalent to professional misconduct. Her defence was that she made an error of judgement based on a misunderstanding of legal requirements, occurring in the genuine belief she was acting properly and helpfully, rather than with dishonest intent or knowledge that she was misleading others.
- 16.9 The Respondent relied upon the fact that during this period she was working her notice whilst dealing with serious and compelling personal difficulties relating to her son, which she reasonably believed presented risks to his wellbeing. She provided detailed evidence regarding the emotional impact of her home life and the particular difficulties she was facing, which she submitted provided essential context for understanding her state of mind and actions.

Closing

- 16.10 Ms Heley said that under the *Ivey* test for dishonesty, the Tribunal was required first to establish the Respondent's genuine subjective belief. She contended that the Respondent had genuinely believed her actions had perfected an otherwise incomplete deed. Ms Heley submitted that a belief need not be reasonable or legally correct to be genuine. Even if her belief had been mistaken under the Law of Property (Miscellaneous Provisions) Act, it did not amount to dishonesty if she had truly believed she was simply completing a task.
- 16.11 The Respondent had been a highly stressed and busy practitioner at the time, managing significant personal difficulties whilst serving her notice period. While dealing with the competing demands of a busy office, the Respondent had not paused to analyse the technical requirements of the Act but had instead taken a shortcut in order to achieve the outcome her supervisor and the client required.
- 16.12 Ms Heley characterised the incident as '*no harm, no foul*', i.e. as one in which no actual harm had been intended or caused, given that the signature the Respondent had attested

to was genuine. She argued that most members of the public would not have viewed her actions as deliberately deceptive and suggested that the SRA had adopted an overly technical approach to what had been a shortcut intended to assist a client in difficult circumstances.

- 16.13 In respect of Allegation 1.1, Ms Heley said that the Respondent had been attesting to the authenticity of the signature rather than to the technical requirement of physical presence and had therefore had no intention to mislead.
- 16.14 In respect of Allegation 1.2, she submitted that this must fall away given that the Respondent had believed she had rectified the document and that it was valid at the point it was sent. In respect of Allegation 1.3, Ms. Heley said she did not understand the contention that a two-week delay in disclosing the matter constituted a separate act of dishonesty. She noted that the Respondent had scanned the document to the file immediately, which demonstrated she had not been attempting to conceal her actions, and argued that two weeks was a short period in which to gather the courage to confront a demanding superior of whom she was genuinely afraid.
- 16.15 Ms Heley drew upon several authorities in support of a purposive rather than literal interpretation of the Respondent's conduct. She cited *Mercury* and the Tribunal's case of *Simpson* to illustrate that practitioners had on occasion taken shortcuts to remedy technical defects without thereby acting dishonestly. She relied upon the case of *SRA v Leigh Day & Ors* [2018] EWHC 2726 (Admin) for the proposition that a single misjudgement must be inherently serious and culpable in order to constitute a breach of the core principle of integrity, and upon *Hurst v SRA* [2026] EWHC 85 (Admin) for the proposition that a culpable mindset, being an actual intention to mislead, was required.
- 16.16 Ms Heley concluded by submitting that whilst the Respondent's actions had amounted to a lapse in judgement, they had not involved the deliberate or malicious intention necessary to substantiate the SRA's case.
- 16.17 Exercising his right to reply on matters of law and fact Mr Walker cautioned against what he termed "*Ivey inflation*", warning that Ms Heley's interpretation risked allowing a respondent to evade a finding of dishonesty simply by asserting a genuine subjective belief. He submitted that a Tribunal was nonetheless required to assess whether such a belief had been reasonably held, and that the Respondent's status and experience as a solicitor made it less likely that her alleged belief had genuinely been held.
- 16.18 He maintained that the allegation framed as "*knew or ought to have known*" had been properly constructed, arguing that even if the Panel stopped short of a finding of dishonesty, the Respondent's 22 years of experience meant she ought to have known the relevant law, which was sufficient to establish a lack of integrity.
- 16.19 Regarding the two-week delay, Mr Walker clarified this had not been advanced as the central issue but was akin to a failure to stop following a road traffic incident, representing an ancillary failure to immediately disclose and rectify the underlying conduct.

- 16.20 Finally, he argued that the authorities cited by Ms Heley had been stretched beyond their proper significance. *Simpson* was distinguishable as the solicitor in that case had acted transparently throughout, whilst *Mercury* was a pre-*Ivey* decision involving non-lawyers in a wholly different context and could not be taken to permit solicitors to take shortcuts in the execution of formal deeds.
- 16.21 Mr Walker had addressed the Respondent's reliance on *Mercury* and *Simpson* earlier in the hearing stating that whilst *Mercury* drew a distinction between whether failure to comply with formalities invalidates a deed and whether there were grounds to suspect dishonesty, it provided limited assistance. Both cases referred to scenarios where individuals had replaced signature pages in documents where the signatory parties were broadly aware of the contents and there was no question that the signatures were genuine or had been genuinely witnessed.
- 16.22 In *Mercury*, the point was that those "substituting signature pages simply as a convenient shortcut" might not have appreciated that it might invalidate the document. In the present case, the document made it very clear that the attestation signature, in line with legislation, had to be of the witness who witnessed the signatory. There was nothing on the document, in legislation, or in caselaw which suggested that a convenient shortcut could be taken to insert the Respondent's signature as a witness who had not witnessed what she attested she had. It was obvious this jeopardised the validity of the deed, and the Respondent sent it out knowing this to be the case.
- 16.23 Ms Heley made a brief further submission in response to Mr Walker's reply, addressing two points.
- 16.24 She argued that the cases of *Simpson* and *Mercury* supported the principle that the legal invalidation of a document did not automatically give rise to a finding of dishonesty against the person responsible.
- 16.25 She disputed Mr Walker's suggestion that the *Ivey* test should be applied differently to solicitors, contending that dishonesty was a single societal standard applicable to all persons regardless of their profession, and that the notion of a special or elevated threshold for solicitors was unsustainable.
17. The Tribunal's Findings
- 17.1 The Tribunal carefully considered all the evidence presented by the Applicant and the Respondent, including oral testimony, documentary materials, witness statements, and submissions. In doing so, the Tribunal had due regard to its statutory obligations under section 6 of the Human Rights Act 1998 and the requirements of Articles 6 and 8 of the European Convention on Human Rights.
- 17.2 The Tribunal acknowledged the burden of proving its case fell solely upon the Applicant and the standard of proof was the balance of probabilities.
- 17.3 The Tribunal further acknowledged the seriousness of the allegations and the high threshold required when considering potential findings of dishonesty against a professional with an otherwise unblemished record.

- 17.4 The background facts were largely undisputed and as part of its fact-finding exercise the Tribunal found as detailed below.
- 17.5 In July 2023, the Respondent was working as a private client lawyer at the Firm, bringing with her over 20 years of experience in private client matters, including work involving deeds. She had handed in her notice and was serving her notice period whilst also managing significant personal and family difficulties.
- 17.6 One of the matters she was handling involved partners at the Firm who were trustees of a trust and wished to retire (for the reasons set out in the Applicant's case), to be replaced by new trustees. A deed executed by both the outgoing and incoming trustees was required to effect this change. By mid-July 2023 there was some urgency to complete the matter, as a property transaction was pending and the end client had grown frustrated at the delay.
- 17.7 Mr Ailsby, a partner at the firm, was required to execute the deed. On 10 July 2023 he was working from home rather than the office. A member of staff took the deed to his home for him to sign, which he duly did in her presence. However, the employee did not sign as a witness and simply returned the document to the office, handing it to the Respondent.
- 17.8 On receiving the deed, the Respondent noticed that the witness signature block had been left blank. She signed it herself, printing her name and address beneath Mr Ailsby's signature and after the words "*in the presence of,*" notwithstanding that, as she now accepts, she had not in fact been present when he signed it.
- 17.9 Shortly after signing the document, the Respondent emailed Mr Ailsby asking whether he wanted her to witness his signature. He replied almost immediately, asking her to arrange for the employee who had been present at the signing to witness it instead. The Respondent did not act on this, as she had already signed the document herself. Her evidence was that she had been trying to get the matter completed and achieve the result that Mr Ailsby and the client wanted, describing her state of mind as simply "*finishing the job.*" She stated that she had recognised his signature and had not considered she was doing anything wrong, believing she was merely doing him a favour.
- 17.10 The Respondent sent the original deed out to the client that same day, accompanied by a letter in her name confirming the change of trustees. A copy of the document was retained on the file.
- 17.11 Under the Law of Property (Miscellaneous Provisions) Act 1989, a deed executed by an individual *must* (emphasis added) be signed in the presence of a witness who attests the signature. As the Respondent had not been present when Mr Ailsby signed, the execution of the deed was not valid. Mr Ailsby was unaware of this until 24 July 2023, when the Respondent volunteered what had happened in a meeting with him. She stated it was the first opportunity she had had to raise it with him in person, and that she had found it difficult to do so as she had expected him to be angry. She said she had known since receiving his email that she had made a mistake, though she believed at the time that the mistake lay only in not having followed his instructions by arranging for the employee to sign. She maintained she had not appreciated that the execution of the deed was invalid or understood the wider legal implications of what she had done.

- 17.12 Upon learning what had happened, the Firm took immediate steps to have a replacement deed validly executed, which was accomplished within a few days. The client and the firm were put to some inconvenience but did not suffer any other significant harm.
- 17.13 Three allegations were brought against the Respondent.
- 17.14 The first, Allegation 1.1, related to the Respondent signing the deed so as to confirm she had been present at the signing when she had not, and alleged that she knew or ought to have known that this was misleading. It did not directly address the legal invalidity of the deed.
- 17.15 The second, Allegation 1.2, was narrowly drafted and focused on the validity of the deed, alleging that the Respondent had purported to send out a valid deed when it was not in fact valid.
- 17.16 The third, Allegation 1.3, alleged that the Respondent had taken too long to disclose to the Firm what had occurred.
- 17.17 The SRA alleged that the Respondent had lacked integrity, had acted in a manner likely to undermine public trust in the profession, and had acted in a misleading way in respect of all three allegations. Dishonesty was alleged in respect of allegations 1.1 and 1.3.
- 17.18 The Respondent's case, in summary, was that she had made a mistake by signing the deed herself but had not set out to mislead anyone or cause harm. She accepted she had taken a shortcut but maintained she had genuinely believed she was simply taking a quicker route to the same outcome. She said that if the deed was legally invalid, she had not known that to be the case at the time, and that in those circumstances members of the public would not consider her to have acted dishonestly.
- 17.19 The Tribunal first considered the question of dishonesty, and applied the test set out in *Ivey*, which required it to make findings as to the Respondent's actual state of knowledge and mind at the relevant time, before considering whether her actions were objectively dishonest by the standards of ordinary decent people.
- 17.20 The Tribunal found it difficult to accept that a solicitor with over 20 years of private client experience would have been unaware of the legal formalities required for the valid execution of a deed and considered that had she paused to reflect on those formalities she may well have concluded they had not been complied with. However, the Tribunal found she had not taken that time on the day in question.
- 17.21 It acknowledged that she had been facing numerous pressing personal difficulties during that period, was serving her notice, and had felt under pressure from both her supervisor and the end client. The Tribunal found that the Respondent had not in her own mind appreciated on the day in question, let alone intended, that, by adding her signature to the deed, she was causing a problem with its validity. Whilst it found that she ought as an experienced solicitor to have known the legal consequences of what she did, it accepted that she had not subjectively done so at the time. She had known the signature was genuinely Mr Ailsby's and believed she was simply confirming that fact, taking a shortcut which she had not appreciated would render the deed invalid.

- 17.22 The Tribunal noted that dishonesty on the Respondent's part could not be inferred from the mere fact that the deed had been invalidly executed.
- 17.23 Nonetheless, the Tribunal found that when the Respondent signed the deed, she had known she was confirming by doing so that she had been present when Mr Ailsby signed it. The wording of the execution clause she signed made that plain. She also knew that she had not in fact been present. The Tribunal found that ordinary decent people would regard it as dishonest for a solicitor to sign an important legal document attesting to her presence when it was signed by one of the parties to it when she knew she had not in fact been there. This was not, as the Respondent's advocate had suggested, a matter of everyday dishonesty.
- 17.24 The Tribunal fully accepted that the Respondent was of generally good character, that she had not intended to cause harm, and that in the event no significant harm had been caused to anyone. It found however that whilst those matters were relevant to the question of sanction, they did not negate the dishonesty itself.
- 17.25 In finding that her conduct had been dishonest in this regard, it followed that she had lacked integrity (in the *Wingate* sense). This had not been a technical breach but one which was inherently serious and culpable. It damaged public trust and confidence in the solicitors' profession and was misleading.
- 17.26 Allegation 1.1 was therefore found proved in its entirety.
- 17.27 In relation to allegation 1.2, the Tribunal noted that this had been narrowly drafted and concerned the validity of the deed. The use of the word "*purportedly*" carried the implication that the Respondent had known she was sending out an invalid deed. However, there was no allegation of recklessness, i.e. no allegation that she had been aware of a risk to the deed's validity and had chosen to proceed regardless. The Tribunal found that the Respondent had sent out an invalid deed, but it accepted her account that she had not known that she was doing so. She had not at the time considered that the deed was invalid.
- 17.28 As the drafting and particulars of Allegation 1.2 had proceeded on the basis that she had been aware of, or at least alive to, potential issues as to validity, the Tribunal did not therefore accept that on the facts this allegation had been proved to the requisite standard.
- 17.29 In relation to Allegation 1.3, the Tribunal accepted that the Respondent had not disclosed what had happened for a period of some 14 days. Whilst it would in the Tribunal's view have been advisable for her to have done so sooner, the particulars of the allegation did not specify why or how the delay in itself had constituted a breach of any Principle or Regulation. The allegation amounted in effect to the contention that failing immediately to confess to dishonesty was, without more, a further act of dishonesty, a proposition which the Tribunal did not accept.
- 17.30 Allegation 1.3 was accordingly found not proved.
- 17.31 Finally, as to the Respondent's reliance on the cases of *Mercury* (a High Court decision) and *Simpson* (a first-instance Tribunal decision), the Tribunal noted that while these

cases arose in a broadly similar context, they were not directly applicable to the present matter. In particular, first-instance Tribunal decisions such as *Simpson* are highly fact-specific, and unless the facts are closely analogous, they carry limited persuasive weight.

Previous Disciplinary Matters

18. None

Applicant's application to be heard on sanction

19. This was refused by the Tribunal. This case raised no novel issues and/or points of law. The issue of the most appropriate sanction was well within the Tribunal's capabilities as an expert and experienced Tribunal.

Mitigation

20. Ms Heley argued that the act had been a spontaneous reaction to a pressured moment and could not have been premeditated, as the Respondent could not have anticipated that there would be an oversight in the execution of the deed. She emphasised that the Respondent had voluntarily admitted her mistake to her employer, a mistake she had never sought to deny throughout the proceedings. Ms Heley further submitted that the Respondent had derived no personal or financial benefit from her actions, her sole motivation having been to complete the task for the benefit of the client. She argued that no real harm had been caused, and that the consequences had amounted to no more than inconvenience to the firm and the client, given that the signature attested to had been genuine.
21. Ms Heley drew the Tribunal's attention to the Respondent's otherwise unblemished career spanning 22 years, during which no previous findings of misconduct had been made against her. She highlighted the significant personal and family difficulties the Respondent had been facing at the time of the incident, which she submitted provided relevant context for the lapse in judgment that had occurred. Ms Heley also pointed to the profound impact the proceedings had had upon the Respondent personally, and to the genuine remorse expressed in her witness evidence.
22. Several character references were presented on the Respondent's behalf, including one from her current employer, who was fully aware of the proceedings and had nonetheless expressed himself as very happy to continue employing the Respondent if she retained her practising certificate, which Ms Heley submitted was indicative of the incident being a one-off misjudgement rather than reflective of her wider character.
23. Ms Heley relied upon the leading authority of *SRA v Sharma* [2010] EWHC 2022 (Admin) in support of her submission that exceptional circumstances existed such that striking off would be a disproportionate sanction. She contended that in accordance with the caselaw the Tribunal ought to focus on the nature and extent of the dishonesty and the degree of culpability, weighing those factors alongside the personal mitigation available. She argued that a reasonable member of the public, with full knowledge of the circumstances, would not consider this instance of dishonesty to warrant the career-ending sanction of strike-off. Therefore, whilst the Respondent had committed an act

of dishonesty, the case fell within the small residual category in which a strike-off would constitute a disproportionate sanction.

24. Acknowledging that the reputation of the profession required a meaningful mark of disapproval, Ms Heley submitted that a short suspension of two to three months would represent an appropriate and proportionate response in the circumstances, and that the usual sanction of strike-off was not warranted in this case.

Sanction

25. The Tribunal had regard to the Sanctions Guidance (11th Edition, February 2025).
26. In considering the appropriate sanction, the Tribunal examined the Respondent's motivation, culpability, and the harm caused. The misconduct had not been undertaken for personal gain but had arisen spontaneously whilst the Respondent was attempting to progress matters for the benefit of the end client, and Mr Ailsby. There was no evidence of planning, concealment, or a course of conduct. The Tribunal further noted that she had not misled the regulator at any stage.
27. The Tribunal nevertheless noted that the Respondent was an experienced solicitor of 22 years' standing who had had direct control over her actions and had therefore been capable of appreciating the professional risks inherent in what she had done. Whilst she had not acted from malice or self-interest, her conduct had nonetheless involved a conscious departure from proper professional standards.
28. The Tribunal accepted that the potential consequences of the misconduct could have been significant. However, the actual impact had been limited. The deed had required re-execution, but that had been achieved swiftly, and the matter had caused inconvenience rather than substantive loss. Whilst the absence of actual loss did not diminish the seriousness of the misconduct, it was a relevant factor in assessing the overall gravity of the case.
29. The principal aggravating factor identified by the Tribunal was the finding of dishonesty. It noted, however, that the dishonesty had not been calculated or sustained, had not involved criminality, had not been repeated, had not been maintained once disclosed, and had not involved the exploitation of any person. The conduct had been a single, isolated episode in an otherwise long and unblemished career.
30. The Tribunal placed significant weight on the mitigation available to the Respondent. She had no previous disciplinary findings in 22 years of practice and had volunteered the matter to her employer, who had in turn notified the regulator. She had cooperated fully with the investigation and had demonstrated genuine insight and remorse. Positive character evidence had been provided, and the risk of repetition was assessed as low, with no evidence of any further incidents having occurred in the two to three years following the misconduct. The Tribunal accepted that the delay in reporting had arisen from a wish to speak to her employer personally rather than from any desire to conceal what had happened, and that the misconduct had been brief in duration and motivated by a misguided attempt to assist.

31. Had there been no finding of dishonesty, the Tribunal would have considered sanctions in ascending order of seriousness before selecting the sanction commensurate with the misconduct. However, the finding of dishonesty engaged the well-established principle that strike-off will ordinarily follow unless exceptional circumstances are demonstrated, and the Tribunal therefore proceeded to consider whether such circumstances existed.
32. In doing so, the Tribunal had regard to the guidance in *Sharma*, and to the nature, scope, and extent of the dishonesty. The Tribunal characterised the dishonesty as spontaneous and momentary. It had not been premeditated, had not been undertaken for personal or financial gain, and had not formed part of a continuing course of conduct. There had been no calculated deception and no attempt to mislead the regulator. The misconduct had represented a serious misjudgement made under pressure rather than behaviour reflective of the Respondent's usual character.
33. In terms of scope and extent, the conduct had been confined to a single act involving one document, on one occasion, for one client. It had been rectified within a relatively short period and had never been repeated. There had been no financial repercussions and no actual loss, although harm had been foreseeable and there had been damage to the reputation of the profession as would inevitably be the case with any instance of dishonesty by a solicitor. The Tribunal regarded the conduct as isolated and limited rather than systemic in nature.
34. Significant weight was given to the Respondent's unblemished career, her genuine insight and remorse, her full cooperation, and the fact that she had volunteered the matter after a relatively short period of time. Character references, including one from her employer who wished to retain her, supported the conclusion that the behaviour had been aberrational. The Tribunal also accepted that she had been under considerable emotional and personal pressure at the time of the incident.
35. Taking all of these matters together, the Tribunal concluded that although the dishonesty was serious, it did not fall within the ordinary category requiring strike-off. The combination of its limited nature, scope, and extent, together with the strong mitigation present, placed the case within the small residual category where striking off would be disproportionate. Exceptional circumstances were accordingly established.
36. In determining the appropriate sanction, the Tribunal recognised that dishonesty invariably damages public confidence in the profession and required a sanction that properly marked the seriousness of the misconduct. A financial penalty or the imposition of conditions on the Respondent's practice or a very short period of suspension would not adequately reflect the gravity of a finding of dishonesty. However, permanent removal from the profession would be disproportionate in light of the exceptional circumstances identified.
37. The Tribunal determined that a fixed period of suspension appropriately balanced the need to maintain public confidence and uphold professional standards with the requirement of proportionality in the circumstances of this case.
38. The Respondent was suspended from practice as a solicitor for a period of six months, commencing 17 February 2026.

Costs

39. Mr Walker applied for a total costs order of £36,817.50. This comprised investigation and supervision costs of £7,537.50 (approximately 100 hours' work) together with legal costs of £29,280.00 inclusive of VAT incurred by Blake Morgan LLP.
40. Blake Morgan had been instructed on a fixed-fee basis, assessed at the outset at £24,400.00 plus VAT at the lowest level of complexity on its scale, covering all work through to and including the hearing. A schedule identifying 957 units of work across three phases was provided with a view to demonstrating that the costs claimed were reasonable and proportionate notwithstanding the fixed-fee arrangement.
41. Mr Walker submitted that the appropriate starting point was the true economic cost to the regulator of bringing the matter to a final hearing. He characterised the proceedings as fundamentally concerned with Allegation 1.1, with the remaining allegations ancillary to it, and argued that a purely mathematical reduction to reflect the allegations not proved would be inappropriate. He maintained that Allegation 1.1 had accounted for most of the time and effort expended.
42. On behalf of the Respondent, Ms Heley submitted that the costs claimed were significantly disproportionate and she suggested a starting point of no more than £15,000. She criticised the regulator's internal costs of £7,537.50 as a round figure unsupported by a breakdown of hours or rates and noted that, on the regulator's own scale, the sum represented nearly 100 hours' work, which she described as excessive for a case involving little or no factual dispute. She further argued that the matter was straightforward, concerned a single document and a bundle of approximately 150 pages, and could have been prosecuted more economically had it been handled internally rather than by external solicitors operating under a high minimum fixed fee. She also pressed for a substantial reduction to reflect the failure to prove Allegations 1.2 and 1.3, submitting in particular that Allegation 1.3 ought not to have been pursued.

Tribunal's Decision on Costs

43. The Tribunal considered its discretion under Rule 43 of the Solicitors (Disciplinary Proceedings) Rules 2019.
44. The Tribunal was satisfied that the proceedings had been properly brought. It noted, however, that Allegation 1.3 contributed little to the overall case, and that Allegation 1.2 could have been more clearly expressed.
45. The Tribunal noted that although the fixed fee claimed by Blake Morgan represented the lowest level available within its scale, the figure remained high when viewed against the nature of the case. Standing back and considering the matter as a whole, the Tribunal did not regard the case as being factually or legally complex. The documentation was limited, the factual background was largely agreed, and the hearing, originally listed for three days and later reduced to two, concluded in approximately one and a half days.
46. The Tribunal was concerned that approximately 100 hours of investigative time had been recorded in a case where the underlying facts were not materially disputed. However, it did not consider that a purely mathematical reduction of two-thirds to

reflect the allegations not proved would be appropriate, given that the central allegation had driven the majority of the work undertaken.

47. The Tribunal adopted a broad-brush assessment; the parties having not requested detailed assessment. Considering the unnecessary pursuit of part of the case and the overall lack of complexity and taking into account the lack of any breakdown of the investigation costs, the Tribunal considered a global reduction of approximately one third to be proportionate.
48. The Tribunal therefore ordered the Respondent to pay costs in the sum of £25,000.

Judgment Interest

49. Following the costs decision, Ms Heley made an application concerning judgment interest and referred the Tribunal to s.17 of the Judgments Act 1838, which provides that judgment debts carry interest at 8% per annum unless the court directs otherwise.
50. She invited the Tribunal either to substitute a commercial rate of 4% or to defer the date from which interest would begin to run. It was submitted that the statutory rate imposed an additional burden upon the Respondent, who would be subject to a six-month suspension and therefore unable to practise as a solicitor during that period.
51. Mr Walker opposed the application. He submitted it was premature and unsupported by evidence. In particular, no statement of means had been provided as contemplated by Rule 43 of the Solicitors (Disciplinary Proceedings) Rules 2019, and there was no evidence the Respondent could not earn income by other means notwithstanding the suspension.

Tribunal's Consideration

52. The Tribunal declined to make any order in relation to interest.
53. The application had been made only after the Tribunal had publicly delivered its full order, including sanction and costs, and had therefore come as a matter of surprise. No notice had been given that such an application would be made, and it was unsupported by any written application, evidence, or skeleton argument.
54. Further, no material had been provided regarding the Respondent's financial circumstances, whether under Rule 43 or otherwise, that would justify modification of the default position.
55. The Tribunal also noted that it had not been demonstrated that the statutory regime relied upon applied to the Tribunal's costs orders. The Tribunal is not part of His Majesty's Courts and Tribunals Service, and its jurisdiction derives from its own statutory and procedural framework. In the absence of submissions or the citation of authority establishing the applicability of the 1838 Act to these proceedings, the Tribunal was not prepared to determine the point on an oral application made without notice and without evidence after the conclusion of the hearing.

56. In these circumstances, and in the interests of finality, the Tribunal declined to revisit the already completed costs order and made no order modifying or disapplying interest.

Statement of Full Order

57. The Tribunal ORDERED that the Respondent, VICTORIA MARY BURDETT, solicitor, be SUSPENDED from practice as a solicitor for the period of 6 months to commence on the 17 day of February 2026. The Tribunal further Ordered that she do pay the costs of and incidental to this application and enquiry fixed in the sum of £25,000.00.

Dated this 13th day of March 2026

On behalf of the Tribunal

A Horrocks

A Horrocks
Chair