SOLICITORS DISCIPLINARY TRIBUNAL

IN THE MATTER OF THE SOLICITORS ACT 1974 Case No. 12838-2025

BETWEEN:

SOLICITORS REGULATION AUTHORITY LTD Applicant

and

ELIZABETH FORREST Respondent

Before:

Mr U Sheikh (in the chair)
Mrs M Cole
Dr P Iyer

Date of Hearing: 20 July 2026

Appearances

There were no appearances as the matter was dealt with on the papers.

JUDGMENT ON AN AGREED OUTCOME

Allegations

The allegations made by the SRA against the Respondent, Elizabeth Forrest (the Respondent) are that:

Allegation 1

1. Between 16 June 2006 and 13 May 2015, while acting as Receiver and/or Deputy in relation to the Property and financial affairs of her client, Client A, under a Court of Protection Order, the Respondent failed to protect the interests of Client A and comply with the requirements of the Court of Protection Order in that she:

1.1. Failed to transfer or take any adequate steps to transfer the title of the Property into Client A's name when directed to do so by the Office of the Public Guardian (the OPG); and/or

1.2. Failed to address concerns regarding the tenancy at the Property and take steps to ensure the tenancy was placed on a formal footing when directed to do so by the OPG; and/or

1.3. Failed to take adequate steps to ensure that Client A benefitted from the property rental payments.

In doing so she breached any or all of the following:

- Rule 1 Solicitors Practice Rules 1990
- Outcome 1.2 of the SRA Code of Conduct 2011
- Outcome 1.5 of the SRA Code of Conduct 2011
- Principle 4 of the SRA Principles 2011
- Principle 6 of the SRA Principles 2011

Allegation 2

2. Between 15 May 2015 and 21 September 2022, while acting as Receiver and/or Deputy in relation to the property and financial affairs of her client, Client A, under a Court of Protection Order, the Respondent failed to protect the interests of Client A and comply with the requirements of the Court of Protection Order in that she:

2.1. Failed to transfer or take any adequate steps to the effect the transfer of title of the Property into Client A's name; and/or

2.2. Failed to take adequate steps to commence proceedings for breach of trust.

In doing so she breached any or all of the following:

- Outcome 1.2 of the SRA Code of Conduct 2011
- Outcome 1.5 of the SRA Code of Conduct 2011
- Principle 4 of the SRA Principles 2011
- Principle 6 of the SRA Principles 2011

- Paragraph 4.3 Code of Conduct for Solicitors, RELS and RFLs
- Paragraph 3.2 Code of Conduct for Solicitors, RELs and RFLs
- Principle 2 of the 2019 SRA Principles
- Principle 7 of the 2019 SRA Principles

<u>Allegation 3</u>

3. Between 16 June 2006 and 15 June 2022, while acting as Receiver and/or Deputy in relation to the property and financial affairs of her client, Client A, under a Court of Protection Order, the Respondent submitted any or all of the following annual reports to the OPG signed with a statement of truth knowing that the contents of the reports were incomplete and/or inaccurate:

3.1. Annual Report for the period 16 June 2007 to 15 June 2008
3.2. Annual Report for the period 16 June 2008 to 15 June 2009
3.3. Annual Report for the period 16 June 2009 to 15 June 2010
3.4. Annual Report for the period 16 June 2010 to 15 June 2011
3.5. Annual Report for the period 16 June 2011 to 15 June 2012
3.6. Annual Report for the period 16 June 2012 to 15 June 2013
3.7. Annual Report for the period 16 June 2013 to 15 June 2014
3.8. Annual Report for the period 16 June 2014 to 15 June 2006
3.9. Annual Report for the period 16 June 2015 to 15 June 2016
3.10. Annual Report for the period 16 June 2016 to 15 June 2017
3.11. Annual Report for the period 16 June 2017 to 15 June 2018
3.12. Annual Report for the period 16 June 2018 to 15 June 2019
3.13. Annual Report for the period 16 June 2019 to 15 June 2020
3.14. Annual Report for the period 16 June 2020 to 15 June 2021

In doing so she breached any or all of the following:

- Rule 1 Solicitors Practice Rules 1990
- Paragraph 1.4 Code of conduct for Solicitors, RELs, and RFLs
- Principle 2 of the 2011 SRA Handbook
- Principle 6 of the 2011 SRA Handbook
- Principle 2 of the SRA Principles 2019
- Principle 4 of the SRA Principles 2019 - withdrawn.
- Principle 5 of the SRA Principles 2019

Admissions and Withdrawals

4. Allegations 1 and 2 were admitted in their entirety. Allegation 3 was admitted save in respect of dishonesty under Principle 4 of the SRA Principles 2019. The Applicant reviewed the evidence and representations and the allegation in respect of dishonesty was withdrawn. The remaining allegations were admitted and proved on the balance of probabilities.

Allegation 1
Allegations 1.1, 1.2 and 1.3 – admitted and proved on the balance of probabilities

Allegation 2
Allegation 2.1 and 2.2 – admitted and proved on the balance of probabilities

Allegation 3
Allegations 3.1 – 3.14 – admitted and proved on the balance of probabilities in respect of:

- Rule 1 Solicitors Practice Rules 1990
- Paragraph 1.4 Code of Conduct for Solicitors, RELs and RFLs
- Principle 2 of the 2011 SRA Handbook
- Principle 6 of the 2011 SRA Handbook
- Principle 2 of the SRA Principles 2019
- Principle 5 of the SRA Principles 2019

Documents

5. The Tribunal had before it the following documents: -

- Rule 12 Statement and Exhibit JG1 dated 12 September 2025.
- Respondent's Answer dated 10 November 2025.
- Applicant's application for leave to withdraw Allegation 3 in so far as it alleged a breach of Principle 4 of the 2019 SRA Principles dated 14 July 2026.
- Applicants' Schedule of Costs dated 12 September 2025.
- Respondent's Statement of Means dated 21 March 2026.
- Agreed Outcome Proposals signed by Applicant and Respondent dated 10 July 2026 (the AOP)

Background

6. The Respondent was a solicitor admitted to the Roll in October 1995. At the time of the alleged misconduct, she was employed as a solicitor at Meikles Solicitors LLP (the Firm) until 10 September 2022.

7. At the date of the hearing, the Respondent was practising as a solicitor at McGarry Law LLP having worked there since 3 October 2022. The Respondent was not subject to any conditions on her practising certificate.

8. Client A's father died in 1997, and a residential property (the Property) was bequeathed to Client A. Client A was not of an age whereby he could hold the Property, so on 2 February 1998 it was registered with the Land Registry under the name of Administrator A and Administrator B (both administrators of Client A's father).

9. A Court of Protection Order was subsequently made in relation to Client A on 16 June 2006, appointing the Respondent as the receiver in relation to the Property and financial affairs of Client A in accordance with Part VII of the Mental Health Act 1983. The Order authorised the Respondent *"in relation to the property and affairs of the patient the Receiver is authorised generally….to do or secure the doing of all such things as appear necessary or expedient for the maintenance or other benefit of the Patient"*.

10. The roles and responsibilities of the Deputy are set out in Section 18 of the Mental Capacity Act 2005. The Court of Protection Order required the Respondent to account to the court on a yearly basis through formal reports to the OPG.

11. In May 2015, the Respondent reported a potential negligence claim to Mr Petterson, Senior Partner of the Firm, in connection with her conduct on Client A's case since her appointment as Deputy. This conduct formed the basis of Allegation 1. Mr Petterson contacted the Firm's insurers to report the concern. The Respondent nevertheless retained the role of Deputy for Client A. The Respondent's conduct as Deputy from 2015 through to 2022 formed the basis of Allegation 2.

12. On 9 June 2022, the OPG contacted the Respondent with a view to conducting a random Professional Deputy Assurance visit in relation to Client A (and one other client).

13. In July 2022, the Firm investigated Client A's file ahead of the OPG visit. This investigation raised concerns about the Respondent's management of the case. In her response to queries from the Firm dated 26 July 2022, the Respondent was unable to provide any further explanation for her conduct of the case beyond what was on the file.

14. On 6 September 2022, the Firm reported the Respondent to the Applicant in respect of her management of Client A's case. The Respondent left the Firm shortly thereafter on 10 September 2022.

15. On 21 September 2022, the Respondent informed the OPG that due to her failure to progress the transfer of the property, the value of the property had diminished, and that Client A had not received the benefit from the rent paid by the tenant. She considered there was a conflict of interest, and she wished to be removed as the Deputy. The OPG advised her that they would carry out an investigation and decided that her removal as the Deputy was sufficient.

Application for the matter to be resolved by way of Agreed Outcome

16. The parties invited the Tribunal to deal with the Allegations against the Respondent in accordance with the AOP annexed to this Judgment. The parties submitted that the outcome proposed was consistent with the Tribunal's Guidance Note on Sanctions.

Findings of Fact and Law

17. 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 rights 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.

18. The Tribunal reviewed all the material before it and was satisfied on the balance of probabilities that the Respondent's admissions were voluntarily and properly made and that there had been no dishonesty.

Sanction

19. The Tribunal referred to its Guidance Note on Sanctions (11th edition February 2025) when considering sanction and the proper approach to sanctions, as set out in *Fuglers and Others v SRA* [2014] EWHC 179. The Tribunal's overriding objective, when considering sanction, was the need to maintain public confidence in the integrity of the profession. In determining sanction, it was the Tribunal's role to assess the seriousness of the proven misconduct and to impose a sanction that was fair and proportionate in all the circumstances.

20. 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 and mitigating factors.

21. The AOP proposed that the Respondent be suspended for a fixed period of six months and the Tribunal considered the seriousness of the misconduct to determine whether the sanction was appropriate and proportionate in all the circumstances.

22. The Tribunal determined that the Respondent was culpable as she had acted in breach of a position of trust and had had direct control of the circumstances giving rise to the misconduct. She had been inactive and was responsible for the failure to take appropriate steps on Client A's behalf. She did not progress the transfer of the Property into Client A's name and failed to ensure that the rent paid by the tenant who remained in possession was paid for the benefit of Client A. Her inaction thereby caused harm by jeopardising Client A's interests in the value of the Property, which diminished as a result of Administrator A securing a mortgage against it, and by failing to protect Client A's right to rental income.

23. Despite being an experienced solicitor, the Respondent failed to act in a way that upheld the trust and confidence the public places in the provision of legal services. She did not act with the integrity, probity and trustworthiness expected of a solicitor. The Respondent accepted the position of Deputy despite knowing that she did not have any relevant experience with which to exercise those functions responsibly. Whilst the Respondent's actions and inactions were not planned, they were repeated and sustained over a long period of time.

24. It was an aggravating factor that Client A was a vulnerable person who was subject to a Court of Protection Order.

25. The Tribunal noted that the Respondent did not make any personal gain. She did not misapply Client A's money and derived no advantage from her delays. The Respondent had suffered from ill-health generally and had been on long-term sick leave between February 2016 and January 2017.

26. The Tribunal accepted that the Respondent had shown some insight by acting to put safeguards in place. She had brought the matter under the supervision of the Firm's senior partner from May 2015, meaning that, whilst she remained as Deputy, others were at times involved in the conduct of the matter. Furthermore, in September 2022, she disclosed her failures with the transfer of the Property and the collection of rent to the OPG. Despite denying Allegations 2 and 3 in her Answer dated November 2025,

the Respondent had co-operated with the SRA's investigation and sought to prevent the time and cost of a contested hearing. She had succeeded in convincing the Applicant to withdraw the allegations of dishonesty which bore on Allegation 3.

27. The Tribunal determined that the misconduct was very serious, which was reflected in an order for suspension. A fixed period of six months was proportionate and in the interests of justice as it would give the Respondent time to reflect fully on her shortcomings so that it would never be repeated in future, and care for her health.

28. There were no previous disciplinary findings against the Respondent.

Costs

29. The parties agreed that the Respondent should pay costs in the sum of £16,821,18. The Tribunal determined that the agreed amount was reasonable and appropriate.

Statement of Full Order

30. The Tribunal ORDERED that the Respondent, ELIZABETH FORREST, Solicitor, be SUSPENDED from practice for the period of six months to commence on the 20th day of July 2026 and it further ORDERED that she pay the costs of and incidental to this application and enquiry fixed in the sum of £16,821.18.

Dated this 29th day of July 2026
On behalf of the Tribunal

U Sheikh

U Sheikh
Chair

Case Number: 12838-2025

IN THE MATTER OF THE SOLICITORS ACT 1974

SOLICITORS REGULATION AUTHORITY LTD

Applicant

and

ELIZABETH FORREST

Respondent

STATEMENT OF AGREED FACTS AND OUTCOME

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1. By its application dated 12 September 2025, and the statement made pursuant to Rule 12 of the Solicitors (Disciplinary Proceedings) Rules 2019 which accompanied that application, the Solicitors Regulation Authority ("the SRA") brought proceedings before the Solicitors Disciplinary Tribunal ("SDT" or "the Tribunal") making a total of 2 allegations of misconduct against Mrs Forrest ("the Respondent").

Allegations

2. The allegations made by the SRA against the Respondent are that between, whilst working as a solicitor at Thursfields Solicitors ("**the Firm**"), she:

   1) Between 16 June 2006 and 13 May 2015, while acting as Receiver and/or Deputy in relation to the Property and financial affairs of her client, Client A, under a Court of Protection Order, the Respondent failed to protect the interests of Client A and comply with the requirements of the Court of Protection Order in that she:

1.1. Failed to transfer or take any adequate steps to transfer of title of the Property into Client A's name when directed to do so by the Office of the Public Guardian (OPG); and/or

1.2. Failed to address concerns regarding the tenancy at the Property and take steps to ensure the tenancy was placed on a formal footing when directed to do so by the OPG; and/or

1.3. Failed to take adequate steps to ensure that Client A benefitted from the property rental payments.

In doing so she breached any or all of the following:

a. Rule 1 Solicitors Practice Rules 1990;
b. Outcome 1.2 of the SRA Code of Conduct 2011
c. Outcome 1.5 of the SRA Code of Conduct 2011
d. Principle 4 of the SRA Principles 2011
e. Principle 6 of the SRA Principles 2011

2) Between 15 May 2015 and 21 September 2022, while acting as Receiver and/or Deputy in relation to the property and financial affairs of her client, Client A, under a Court of Protection Order, the Respondent failed to protect the interests of Client A and comply with the requirements of the Court of Protection Order in that she:

2.1. Failed to transfer or take any adequate steps to the effect the transfer of title of The Property into Client A's name; and/or

2.2. Failed to take adequate steps to commence proceedings for breach of trust.

In doing so she breached any or all of the following:

a. Outcome 1.2 of the SRA Code of Conduct 2011
b. Outcome 1.5 of the SRA Code of Conduct 2011
c. Principle 4 of the SRA Principles 2011
d. Principle 6 of the SRA Principles 2011
e. Paragraph 4.3 Code of Conduct for Solicitors, RELS and RFLs
f. Paragraph 3.2 Code of Conduct for Solicitors, RELs and RFLs
g. Principle 2 of the SRA Principles 2019
h. Principle 7 of the SRA Principles 2019

3) Between 16 June 2006 and 15 June 2022, while acting as Receiver and/or Deputy in relation to the property and financial affairs of her client, Client A,

under a Court of Protection Order, the Respondent submitted any or all of the following annual reports to the OPG signed with a statement of truth knowing that the contents of the reports were incomplete and/or inaccurate:

3.1. Annual Report for the period 16 June 2007 to 15 June 2008
3.2. Annual Report for the period 16 June 2008 to 15 June 2009
3.3. Annual Report for the period 16 June 2009 to 15 June 2010
3.4. Annual Report for the period 16 June 2010 to 15 June 2011
3.5. Annual Report for the period 16 June 2011 to 15 June 2012
3.6. Annual Report for the period 16 June 2012 to 15 June 2013
3.7. Annual Report for the period 16 June 2013 to 15 June 2014
3.8. Annual Report for the period 16 June 2014 to 15 June 2006
3.9. Annual Report for the period 16 June 2015 to 15 June 2016
3.10. Annual Report for the period 16 June 2016 to 15 June 2017
3.11. Annual Report for the period 16 June 2017 to 15 June 2018
3.12. Annual Report for the period 16 June 2018 to 15 June 2019
3.13. Annual Report for the period 16 June 2019 to 15 June 2020
3.14. Annual Report for the period 16 June 2020 to 15 June 2021

In doing so she breached any or all of the following:

a. Rule 1 Solicitors Practice Rules 1990
b. Paragraph 1.4 Code of conduct for Solicitors, RELs, and RFLs
c. Principle 2 of the 2011 SRA Principles
d. Principle 6 of the 2011 SRA Principles
e. Principle 2 of the SRA Principles 2019
f. Principle 4 of the SRA Principles 2019
g. Principle 5 of the SRA Principles 2019

Admissions

3. The Respondent admits allegations 1 and 2 in their entirety. Allegation 3 is admitted save for in respect of dishonesty which is denied. Having reviewed the evidence, sought counsel's advice and considered the representations made by the Respondent, the SRA agrees that the admitted breaches are appropriate to the misconduct that has been identified. The SRA does not maintain the allegation of dishonesty against the Respondent and therefore formally withdraws the allegation.

Agreed facts

4. At all material times, the Respondent was employed as a solicitor at Meikles Solicitors LLP ("**the Firm**"). She remained there until 10 September 2022. The Firm reported these matters to the SRA on 6 September 2022**.** The Respondent is currently practising as a solicitor at McGarry Law LLP having worked there since 3 October 2022. The Respondent is not subject to any conditions on her practising certificate.

5. Client A's father died in 1997, and a residential property ("**the Property**") was bequeathed to Client A. Client A was not of an age whereby he could hold the Property, so on 2 February 1998, it was registered with the Land Registry under the name of Administrator A and Administrator B (both Administrators of Client A's father).

6. A Court of Protection Order was subsequently made in relation to Client A on 16 June 2006, appointing the Respondent as the receiver in relation to the Property and financial affairs of Client A in accordance with Part VII of the Mental Health Act 1983. The Order authorised the Respondent *"in relation to the property and affairs of the patient the Receiver is authorised generally….to do or secure the doing of all such things as appear necessary or expedient for the maintenance or other benefit of the Patient"* (§2).

7. The roles and responsibilities of the Deputy are set out in Section 18 of the Mental Capacity Act 2005 ("**the 2005 Act**"). The Court of Protection Order required the Respondent to account to the court on a yearly basis through formal reports to the Office of the Public Guardian ("**OPG**").

8. In May 2015, the Respondent reported a potential negligence claim to Mr Petterson, Senior Partner of the Firm, in connection with her conduct on Client A's case since her appointment as Deputy. This conduct forms the basis of allegation 1 (see further at paragraphs 17 to 31 below). Mr Petterson contacted the Firm's insurers to report the concern. The Respondent nevertheless retained the role of Deputy for Client A. The Respondent's conduct as Deputy from 2015 through to 2022 forms the basis of allegation 2 (see further at 56-73 below).

9. On 9 June 2022, the OPG contacted the Respondent with a view to conducting a random Professional Deputy Assurance visit in relation to Client A (and one other client).

10. In July 2022, the Firm conducted an investigation into Client A's file ahead of the OPG visit. This investigation raised concerns about the Respondent's management of the case. In her response to queries from the Firm dated 26 July 2022, the Respondent was unable to provide any further explanation for her conduct of the case beyond what was on the file. This conduct is detailed further in respect of each allegation below.

11. On 6 September 2022, the Firm reported the Respondent to the Applicant in respect of her management of Client A's case. The Respondent left the Firm shortly thereafter on 10 September 2022.

12. On 21 September 2022, the Respondent informed the OPG that, due to her failure to progress the transfer of the property, the value of the property had diminished, and that Client A had not received the benefit from the rent paid by the tenant. She considered there was a conflict of interest, and she wished to be removed as the Deputy. OPG advised her that they would carry out an investigation and decided that her removal as the Deputy was sufficient.

<u>Allegation 1</u>

13. Between 16 June 2006 and 13 May 2015, while acting as Receiver and/or Deputy in relation to the Property and financial affairs of Client A, the Respondent failed to protect the interests of Client A and comply with the requirements of the Court of Protection Order in that she:
    13.1. Failed to transfer or take any adequate steps to transfer of title of the Property into Client As name when directed to do so by the OPG; and/or
    13.2. Failed to address concerns regarding the tenancy at the Property and take steps to ensure the tenancy was placed on a formal footing when directed to do so by the OPG; and/or
    13.3. Failed to take adequate steps to ensure that Client A benefitted from the property rental payments.

14. Prior to the Respondent's appointment in 2006, in an application to the Court of Protection dated 26 January 2004, the application form filed by Riley Langdon Solicitors highlighted the need to sell the client's property and evict the tenant.

15. On 22 September 2006, shortly after her appointment as Deputy, the Respondent wrote to the OPG and expressed her concerns that Administrator A may not be acting in the best interests of Client A and that *"there is some question as to whether [Client A] is being exploited by his family and we would therefore be grateful for some guidance as to how to proceed to protect [Client A's] interest in particular in relation to [the Property]."*

16. On 12 October 2006, the OPG responded and informed the Respondent that she should require the trustee to transfer the title of the Property into the sole name of Client A and consider putting the occupancy of the half-sister on a proper footing. If this was not possible, then the Respondent should consider obtaining possession either for letting or sale of the Property through the Courts. The Respondent acknowledges that this advice was not acted on.

17. On 17 October 2006, the Respondent wrote to Administrator A and advised her of the OPG's decision and that she could prepare the necessary documentation. No response was received until 4 January 2007, when Cooper Stott Solicitors acting for Administrator A contacted the Respondent requesting that they take over the transfer and that Administrator A wished to act on behalf of Client A.

18. There is no evidence that any action was taken in relation to the Property by the Respondent following this exchange or any response to Cooper Stott Solicitors.

19. On 23 May 2007, in response to the Respondent's request for advice on next steps because Administrator A was not engaging, the OPG advised the Respondent *"It is now for the Receiver to put proposals to the Court as to how the problem should be resolved for consideration."* The letter also provided detail about the application and that the Respondent may want to instruct Counsel. There is no evidence that any action was taken by the Respondent and counsel was not instructed until 2015, over 8 years later.

20. Cooper Stott Solicitors wrote again to the Firm on 26 January 2009 asking for Administrator A to act on behalf of Client A. There is no evidence of a response to this correspondence.

21. In February 2009, the Respondent applied to the Land Registry to register a restriction on the Property. This was refused and no further steps appear to have been taken at all until 2015 save for the submission of annual OPG reports.

22. The Respondent submitted OPG reports for the period between 2008-2011. Section A, on page 2 of the report is entitled "Decisions you have made this year in your role as a Deputy". The Respondent has entered "none" in each report, despite her previous conversations with the OPG.

23. In the 2008-2009 OPG report completed on 7 September 2009 in particular, there is no mention of her attempt to put a restriction on the property or that Administrator A had transferred the ownership of the property to her and her daughter.

24. On 5 December 2011, a charge was secured on the Property. The charge was registered on 5 January 2012. Despite her role of Deputy, the Respondent did not find out about the charge until she undertook further enquiries in 2015, prompted by the OPG.

25. In the OPG reports submitted from 2011-2012 to 2013-2014 (for the purposes of allegation 1), there was an additional requirement for the Respondent to detail all assets including details of properties with approximate values. In these reports, the Respondent states: *"Client has a legal interest in [the Property]"* however, there is no approximate value and no comment about the circumstances of the Property, and that the Property was being tenanted by Administrator A's daughter, and had been transferred into Administrator A and her daughter's names.

26. These reports continued to state that no significant decisions made during the relevant reporting periods.

27. The lack of any adequate steps taken (a) to transfer title of the Property into Client A's name; (b) to address concerns regarding the tenancy at the Property and take steps to ensure the tenancy was placed on a formal footing when directed to do so by the OPG; and (c) to ensure that Client A benefitted from the property rental payments only came to light on 13 May 2015, when an OPG visitor attended on the Respondent. OPG pointed out that Client A had a legal interest in the property and requested further information.

28. The Respondent reported the case to the Senior Partner of the Firm in May 2015 as a potential negligence claim.

29. On 26 July 2022, in response to questions from the Firm which related to the period 2006-2015, the Respondent said *"I am unable to provide any further explanation or evidence, other than what is on the file."*

30. On 21 September 2022, the Respondent told the OPG that she *"did not pursue the issue of the transfer of the Property further or the recovery of possession of the Property so that it could be used for [Client A's] benefit until 2015."*

31. The Respondent acknowledges that the inactivity in the period 2006 to 2015 may amount to negligence on the part of her and/or the Firm. She denies misconduct.

Allegation 2

32. An OPG visitor who attended on the Respondent on an unrelated matter on 13 May 2015, pointed out that Client A had a legal interest in the property, and requested further information. The Respondent informed the OPG visitor she did not have the information to hand and would get back to them. She noted that having looked back through the file she became aware of a 'potential omission.'

33. Also on 13 May 2015, the Respondent obtained updated title information from the Land Registry which showed that on 5 January 2012, a charge was registered on the Property by Nationwide Building Society. This related to a mortgage obtained by Administrator A for £20,000.

34. The Respondent then emailed the OPG on 13 May 2015, advising them that the Property remained registered to Client A and that there was evidence that the Property had been misused and was mortgaged in favour of Administrator A.

35. At around the same time, the Respondent reported a potential negligence claim to Mr Petterson, Senior Partner of the Firm, in connection with her conduct on Client A's case.

36. On 20 May, the Respondent sought counsel's advice regarding the Property. On 1 June 2015, Counsel advised that the Respondent *"will have to make a formal application to the Court of Protection for authority to commence proceedings on Michael's behalf to recovery and/or for breach of trust and to be appointed as litigation friend for such a claim."*

37. On 2 June 2015, OPG wrote to the Respondent requesting an explanation why the fact that the Property was still registered to Administrator A and she had taken out a mortgage in her favour, had only come to their attention following the visit. The same day, the Respondent advised counsel that she had received a response from Land Registry and that they had rejected the application for a restriction again.

38. On 29 June 2015, the Respondent replied to the OPG explaining that regarding registering a restriction on the Property, she was *"in correspondence with the Assistant Land Registrar who is dealing with the issue."*

39. A restriction was registered on the Property on 28 July 2015.

40. On 1 December 2015, OPG requested an update from the Respondent. There is no evidence of an update being provided.

41. On 21 December 2015, the Respondent requested further advice from Counsel following queries from insurers. Counsel responded on 3 February 2016 advising on breach of trust litigation against Administrator A.

42. During the period 2 February 2016 to January 2017, the Respondent was on long term sick leave. The Respondent therefore states that she did not see the email. The Respondent went on sick leave on 2 February 2016. When she left the office she set up her emails to be automatically forwarded to Sedgefield reception. The receptionist would then forward the email(s) to the most appropriate person. The email was sent on 3 February 2016. The Respondent did not receive it, nor read, it. The Respondent had no access to her emails while she was away from the office. In that email, counsel advised that there would be no conflict of interest between Client A and the Respondent only if his interest in the property was transferred back to him and damages were obtained for breach of trust. In circumstances where neither of these options were pursued, the Respondent should have advised Client A to seek independent legal advice. She did not advise the client of this at any stage.

43. There is no record that the Respondent updated the OPG that she was on long term sick. During her absence, Ms Schofield took over management of the main client file for Client A (i.e. not the separate negligence file relating to the potential negligence claim). Ms Schofield confirms that the Respondent left *"strict instructions on what needed to be done and I followed those instructions."*

44. In fact, the Respondent continued to work on the case during her absence:

44.1. The Respondent filed the annual OPG report on 22 September 2016 despite being on leave.

44.2. On 17 November 2016, the Respondent emailed Mr Petterson asking advice on how to report to the OPG in relation to the Property. She says *"in light of the information have you have received in relation the [sic] report to the insurers, can you please advise on how best io respond to this query I complete section 6 of the report? From memory, I believe that Michael's mum possibly rents out the property to a private tenant, but I am not sure. In any event, I expect that once we pass this information onto the OPG they will raise more queries about the property and what we are doing to protect it for Michael i.e. it will open the can of worms."*

44.3. An updated Section 6 was submitted on 8 December 2016. This included details of the property and that it had a private tenant and handwritten on the document it states, *"The registered proprietor is the client's mother, [Administrator A], who holds the property on trust for the client"*. It also states that the value of the property is £130,000 and that there is an outstanding mortgage of £20,000. It also suggests that the tenant's rental agreement is due to end in 2017. The Respondent did not explain that Administrator A had taken sole title of the property, and it is not shown with Land Registry as 'on trust' other than the restriction now placed on it. She did not explain that the mortgage does not relate to Client A and had been taken out by Administrator A.

45. On 23 July 2018, the Firm wrote to Administrator A's legal representatives. They responded on 14 August 2018 explaining that their client's only source of income was the £695 per month rental income from the Property and that she would be prepared to transfer the mortgage to another property and that she would be prepared to change her will and leave one half of her estate to Client A. The letter also pointed out that the property required maintenance and ongoing repairs. There is no evidence that the Respondent took any action in relation to this response.

46. Indeed, nothing further was done (save for filing the annual OPG reports) until June 2022 when OPG notified the Respondent that they were going to carry out a

random Professional Deputy Assurance visit and requested that she provide some initial information in a s58 assessment document. The Respondent replied to OPG on 4 July 2022. In relation to Client A she said that he *"has a beneficial interest in a property in Durham which is held on trust by his mother"*. No other information was provided.

47. It is clear that from May 2015, the Respondent failed to transfer or take any adequate steps to effect the transfer of title of the Property into Client A's name notwithstanding what she had now learned about Administrator A's actions in relation to transferring title and securing a charge on the property. She also failed to take adequate steps to commence proceedings for breach of trust or to encourage Client A to take independent legal advice.

48. In summary Respondent states that:

48.1. Throughout the period, the Respondent suffered from ill health which even aside from periods of long-term absence, also impacted her work.

48.2. In the period May 2015 to February 2016, her conduct of client A's matter was under the supervision of Mr Petterson. Mr Petterson confirms that as Senior Partner, he was responsible for handling all matters that were referred to the insurers. He does not recall the specifics of Client A's case.

48.3. Mr Petterson instructed her not to act on counsel's advice until the Firm was authorised to do so by insurers. This is not expressly confirmed by Mr Petterson however, he does say that nothing could be done on the file without the specific authority of insurers.

48.4. In the period February 2016 to January 2017, the Respondent was on long term sick leave and the matter was passed to Jackie Schofield. The Respondent retained the position of Deputy. The file remained in the Sedgefield office with Jackie Schofield. The Respondent had access to it briefly in November 2016 when she emailed Lawrence Petterson.

48.5. In the period May 2017 to September 2018, Vicky Johnson (a partner at the Firm) has conduct of the *negligence* file. Ms Johnson attempted to reach a settlement with Administrator A. Ms Johnson retired from the partnership on 30 September 2018.

48.6. It was the Respondent's expectation that Mr Petterson would review the work that had been carried out by Ms Johnson and continue to liaise with insurers.

49. Throughout the period May 2015 to September 2022, the Respondent retained the position of Deputy for Client A and she continued to file the OPG annual reports. She therefore retained the responsibilities of that position. The Respondent failed to transfer or take any adequate steps to the effect the transfer of title of The Property into Client A's name and/or failed to take adequate steps to commence proceedings for breach of trust.

Allegation 3

50. Between16 June 2006 and 15 June 2022, while acting as Receiver and/or Deputy in relation to the property and financial affairs of Client A under a Court of Protection Order, the Respondent submitted annual reports to the OPG signed with a statement of truth knowing that the contents of the reports were incomplete and/or inaccurate. It is alleged that this was dishonest.

51. Paragraph 7 of the Court of Protection Order dated 16 June 2006 states that *"[t]he receiver is to account to the court as and when required and the first of such accounts covering the period to a date one year from the date of this Order is to be submitted within one month from the end of such period."*

52. The reporting process is by way of the OPG Reports. The purpose of the annual report is to *"provide the Public Guardian and if necessary the Court of Protection with information about the decisions that you have made over the past year in respect of the care, services, financial resources and expenditure for our client."* The report itself contains guidance for Deputies and refers then to further guidance on the role of deputies to consult as necessary. It is made clear that sample checks will be carried out.

53. Each OPG report contains a signed declaration of truth by the Respondent in which she confirmed the following *"I confirm that the information that I have given in this report is true and correct to the best of my knowledge. I confirm that I have carried out my duties as a Deputy in accordance with the requirements of the Mental Capacity Act and the Code of Practice."* In view of the inactivity detailed in allegations 1 and 2 above, the Respondent could not reasonably have believed that she had carried out her duties as Deputy in accordance with the requirements of the Mental Capacity Act and the Code of Practice as she did not make decisions or act in the best interests of Client A.

54. Section A of each report required the Respondent to disclose information relating to "Decisions you have made this year in your role as Deputy". There is guidance on form itself as to the types of decisions which should be included in the reports, in the form of a note directly next to the text box. Question 1 on each form instructed the Deputy to "List the significant decision(s) that you have made as Deputy during the reporting period". The note next to Question 1 explains *"Examples of such decisions might include a change in accommodation or living arrangements or an alteration in financial arrangements"*.

55. In each report, the Respondent entered either "None" or "No significant decisions have been made as Deputy during the Reporting period" or words to this effect. This was in spite of the concerns from 2006 in relation to the Property and the need to transfer the Property to Client A to protect his financial interests. None of the developments detailed above including discovery of the registered charge or the amount of rental payments being made by a tenant in the property were disclosed on the form.

56. The Respondent had numerous opportunities between 2009 and 2021 to disclose important decisions about the property:

    56.1. **OPG Report 2007-200**: at the time the Respondent submitted this report on 1 July 2008, she knew that direction had been provided by the OPG to transfer the title of the property into the sole name of Client A in order to protect his interest, to formalise the tenancy at the property, and put proposals forward to advise how to protect Client A's interest. This is evidenced in the Respondent's correspondence with the OPG on 12 October 2006, 5 April 2007 and 23 May 2007.

56.2. **OPG report 2008-2009**: at the time she submitted this report on 7 September 2009, the Respondent knew that the property was no longer held by the administrators, but that it had been transferred into the names of Administrator A and her daughter on 23 April 2008. This is evidenced in her correspondence with the Land registry on 24 February 2009 and 3 March 2009.

56.3. **OPG Reports between 2008-2014**: there is no mention of the transfer of ownership or tenancy in circumstances where she had knowledge of these significant decisions that should have been disclosed.

56.4. **OPG Report 2011-2012:** the format changed and required details of any property to be included in Section B. Highlighted in bold and capitals as "PLEASE NOTE It is your responsibility to ensure the Office of Public Guardian is kept up to date with any changes in assets of the Client, as level of assets may affect the level of supervision required." The Guidance on page 11 of the document refers to page 2-(1) some examples of significant decisions and this includes buying and selling investment shares or property. Page 4 – Assets this should include details of any properties (with approximate values).

56.5. **OPG Report 2014-2015**: on 30 October 2015, the Respondent filed the annual report for the 16 June 2014 to 15 June 2015. The report states that no significant decisions had been made during the period. Under the heading Assets, it states 'Client has a legal interest in [the Property]'. No mention is made of the application to place a restriction on the title of the property or the reasons for doing so. No mention is made of Administrator A changing the title on the property or that she had taken out a mortgage, a fact discovered by the Respondent during this period.

56.6. **OPG Report 2015-2016**: Section 6 of the report is headed 'Client's assets and debts'. This was left blank. No details of the property were included in the report and should have been included in section 6. At the time she completed this Report, the Respondent knew the Property was mortgaged to Administrator A. However, when asked by the OPG to explain why she left this blank, she corrected the form to say that the registered proprietor was her client's mother who held property on trust, referring to a mortgage for £20,000. The Respondent did not explain that the Property had been transferred to Administrator A, that the mortgage did not relate to Client A and was in fact taken out by Administrator A without Client A's knowledge or consent nor that the property is not registered as "on trust".

56.7. **OPG Reports between 2017-2021**: the Respondent had not recorded any decisions made and the entries in relation to the property were that there was a private tenant paying £600 per month rent and that the end date of the rental agreement was not known.

57. The Respondent states that it was her honest, and genuine, belief, when completing Section A, at the time, that it related only to the patient's care and welfare, which was why her response was that no significant decisions were to be made. It was also her genuine belief that the information in the Deputy's Report was true. She specifically denies dishonesty.

Non-Agreed Mitigation

58. The following mitigation, which the SRA neither agrees to nor endorses, is put forward by the Respondent.

58.1 By way of context with the conduct she has admitted, and without seeking to diminish her responsibility for it, the Respondent respectfully invites the Tribunal to weigh the following matters in its assessment of her culpability and of a sanction that is just and proportionate in all the circumstances.

58.2 **The absence of dishonesty.** The case was originally advanced on the footing that the Respondent had acted dishonestly in relation to allegation 3. Having reviewed the evidence and taken the advice of counsel, the SRA has withdrawn the allegation of dishonesty in its entirety. What remains is a want of integrity founded upon omission and delay not upon any dishonest state of mind. The Respondent's position, that when completing the annual reports, she genuinely, if wrongly, understood the question to be concerned with decisions as to Client A's care and welfare, is accepted as honestly held. This is not the case of a solicitor who set out to deceive, to conceal, or to enrich herself.

58.3 **The absence of personal benefit.** The Respondent gained nothing from her failure. She did not misapply Client A's money and derived no advantage, financial or otherwise from the delay.

58.4 **Ill health.** For much of the relevant period the Respondent's conduct of her practice was materially affected by ill health. She was absent on long-term sick leave between February 2016 and January 2017, and her health impaired her work at other times besides. The Tribunal is invited to review her management of a singularly protracted and difficult matter with that very real personal adversity in mind.

58.5 **Supervision and constraint of the negligence claim.** From May 2015, once the Respondent had herself identified and reported the potential negligence, the matter was placed under the supervision of the firm's Senior Partner, Mr Petterson, who assumed responsibility for the firm's dealings with its insurers. The Respondent understood that she was not to act upon counsel's advice until the insurer's authority had been obtained, a constraint which Mr Petterson has confirmed in substance, accepting that nothing could have been done on the file without the insurer's specific authority. Conduct of the matter passed at different times to other fee-earners within the firm. The Respondent does not disclaim her own responsibilities as Deputy, but she was not acting alone, and the firm's supervision and systems bore materially upon the course the matter took.

58.6 **Self-report and candour against her own interests.** It was the Respondent who brought her own failings to light. She reported the matter to the Senior Partner as a potential negligence claim in May 2015; and it was she who, on 21 September 2022, disclosed to the Office of the Public Guardian that her failure to progress the transfer had diminished the value of the Property and deprived Client A of the benefit of the rent, who identified the conflict of interest in which she stood, and who asked to be relieved of the office of Deputy. A solicitor bent on concealment does not volunteer against herself as the Respondent did.

58.7 **Remedial steps once alerted.** On being alerted by the OPG visitor in May 2015 to the true position, the Respondent acted to protect Client A: she promptly obtained updated title information, took counsel's advice, and secured the registration of a restriction against a title of the Property in July

2015, safeguarding Client A's interest against any further dealing. Whatever the shortcomings of what followed, Client A's interest in the property was, therefore, preserved.

58.8 **An isolated matter.** The misconduct arises from the Respondent's handling of a single client's affairs, in a Court of Protection matter of unusual complexity conducted over many years. It is not said to reflect any wider pattern in her practice, and no other client was affected.

58.9 **Co-operation, admissions and insight.** The Respondent has made open and frank admissions at the earliest opportunity, has co-operated fully with the SRA's investigation, and has agreed the disposal of these proceedings, sparing the time and cost of a contested hearing. She recognises, and is genuinely sorry for, the harm caused to Client A and the fact that her conduct fell below the standard the public is entitled to expect of a solicitor.

58.10 **Subsequent unblemished practice and absence of risk.** Since October 2022, the Respondent has practised at McGarry Law LLP without complaint. There is nothing to suggest any risk of repetition. The historic and isolated character of this misconduct is such that the protection of the public and of the reputation of the profession is secured by the sanction proposed below, and requires no more.

Sanction proposed and costs

59. The Respondent agrees to:

a. be suspended from the Roll of Solicitors for a period of 6 months. The Applicant submits and the Respondent accepts that this sanction is consistent with the seriousness of the matters admitted and with the Tribunal's Guidance Note on Sanctions 11th edition (February 2025), in circumstances in which admissions have been made to a lack of integrity but not dishonesty.

b. pay costs to the SRA in the sum of £16,821.18.

Explanation as to why such an order would be in accordance with Tribunal's sanction guidance

60. The public expects solicitors to act with integrity, and to behave in a way that maintains the trust the public places in them and in the provision of legal services. In assessing culpability, it is of note that:

60.1. The Respondent was an experienced solicitor;

60.2. The Respondent acted in breach of a position of trust.

61. The harm in this case is assessed by the fact that the Respondent departed significantly from the complete integrity, probity and trustworthiness expected of a solicitor.

62. The following factors aggravate the seriousness of the Respondent's misconduct:

25.1. The misconduct continued over a sustained period of time.

63. The following factors mitigate the seriousness of the Respondent's misconduct:

26.1. The Respondent self-reported the misconduct in allegation 1 to her employer.

26.2. The Respondent made open and frank admissions at an early stage and has cooperated with the SRA.

64. Taking all of the above together, the seriousness of the Respondent's misconduct is such that a Reprimand or a Fine is not a sufficient sanction or in all the circumstances appropriate. The seriousness of the misconduct is such that a lesser sanction is inappropriate and the protection of the public and the protection of the legal profession requires that the Respondent's name is suspended from the Roll. Having considered the Solicitors Disciplinary Tribunal's Guidance Note on Sanctions (11th edition) the SRA contends, and the Respondent accepts, that the proper penalty in this case is an Order that the Respondent be suspended for a period of 6 months.

Signed:

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Alastair HJ Willcox
Interim Head – Investigations, Enforcement and Litigation
On behalf of the Solicitors Regulation Authority
Date:

.. ..

Elizabeth Forrest
Respondent
Date: 10th July 2026 .