Amended Rule 12 statement dated 26 March 2026

BEFORE THE SOLICITORS DISCIPLINARY TRIBUNAL **Case No:**

IN THE MATTER OF THE SOLICITORS ACT 1974 (as amended)

AND IN THE MATTER OF:

SOLICITORS REGULATION AUTHORITY LIMITED

Applicant

and

EMMA ROWE

Respondent

AMENDED STATEMENT PURSUANT TO RULE 12(2) OF THE SOLICITORS (DISCIPLINARY PROCEEDINGS) RULES 2019

I, John Tippett-Cooper, am a solicitor at Capsticks Solicitors LLP, of Staple House, Staple Gardens, Winchester, Hampshire SO23 8SR. I make this Statement on behalf of the Applicant, the Solicitors Regulation Authority Limited ("the SRA").

The Allegations

1. The Allegations made against the Respondent, Emma Rowe, are that whilst practising from Emma Rowe Solicitors ("the Firm"), she:

    1.1. Between approximately June 2015 and at least January 2022, failed to obtain Accountant's Reports for the Firm,

and in doing so breached any or all of the following:

Prior to 25 November 2019

Rules 6.1 and 32A.1 of the SRA Accounts Rules 2011 ("the 2011 Accounts Rules") and Principles 6, 7 and 8 of the SRA Principles 2011 ("the 2011 Principles")

On or after 25 November 2019

Rules 1.2 and 12.1 of the 2019 Solicitors Accounts Rules, Paragraph 9.2(a) of the SRA Code of Conduct for Firms ("the Firm Code") and Principles 2 and 5 of the SRA Principles 2019 ("the 2019 Principles").

The facts and matters in support of this Allegation are set out in paragraphs 17 to 21 below.

1.2 Failed to provide bills of costs to clients or the paying party when deducting fees from the client account,

1.2.1 in relation to the administration of Person A's estate, between 4 December 2015 and 9 January 2017;

1.2.2 in relation to the administration of Person B's estate, between 16 October 2017 and 18 August 2020;

1.2.3 in relation to the administration of Person D's estate, between 5 January 2016 and 19 September 2017;

1.2.4 in relation to the administration of Person F's estate, between 7 January 2016 and 25 July 2019,

and in each case breached any or all of the following:

Prior to 25 November 2019

Rules 17.2 and 17.7 of the 2011 Accounts Rules and Principles 2, 4, 6, 7, 8 and 10 of the 2011 Principles.

On or after 25 November 2019

Rule 4.3 of the SRA Accounts Rules 2019 ("the 2019 Rules") and Principles 2, 4, 5 and 7 of the 2019 Principles.

The facts and matters in support of this Allegation are set out in paragraphs 22 to 94 below.

1.3. Improperly raised invoices and/or entered debits on client matters in order to cover corresponding credit notes to unrelated client matters which had insufficient funds on the client matter ledger to make the necessary distributions,

1.3.1. in relation to the administration of Person B's estate, between approximately 16 October 2017 and 18 August 2020;
1.3.2. in relation to the administration of Person C's estate, between approximately 29 June 2018 and 14 August 2018;
1.3.3. in relation to the administration of Person D's estate, between approximately 21 April 2012 and 19 September 2017;
1.3.4. in relation to the administration of Person E's estate, between approximately 3 October 2018 and 21 January 2020; and
1.3.5. in relation to the administration of Person F's estate, between approximately 23 September 2012 to 25 July 2019,

and in each case doing so breached any or all of the following:

Prior to 25 November 2019

Rule 7.1, Rule 27.1 of the 2011 Accounts Rules and Principles 2, 4, 6, 7, 8 and 10 of the 2011 Principles

On or after 25 November 2019

Rule 6.1 of the 2019 Accounts Rules, Paragraph 9.2(a) of the 2019 Firm Code and Principles 2, 4, 5 and 7 of the 2019 Principles

The facts and matters in support of this Allegation are set out in paragraphs 22 to 94 below.

Dishonesty

2. In addition, Allegations 1.2 and 1.3 above are advanced on the basis that the Respondent's conduct was dishonest. Save for where a breach of Principle 4 of the SRA Principles 2019 is alleged, dishonesty is alleged as an aggravating feature of the Respondent's misconduct but is not an essential ingredient in proving the allegations. For further particulars of dishonesty, please see paragraphs 119 to 124 below.

Manifest incompetence

2A. In addition, Allegations 1.2 and 1.3 above are advanced in the alternative to dishonesty on the basis that the Respondent's conduct amounts to manifest incompetence. Manifest incompetence is alleged as an aggravating feature of the

Respondent's misconduct but is not an essential ingredient in proving the allegation. For further particulars of manifest incompetence, please see paragraphs 124A to 124C below.

Appendices and Documents

3. Attached to this Statement is Appendix 1: Relevant Rules and Regulations and Appendix 2: Schedule of Anonymisation.

4. I also attach to this Statement a bundle of documents which I refer to as "**JTC/1**" throughout. I also refer to a supplementary bundle named **JTC2** which has been filed with the Rule 14 statement together with exhibit pages using 'X' which is the Caselines bundle page reference.

5. The bundle **JTC/1** is divided into the following sections:

   Section A: SRA Referral Notice

   Section B: SRA Forensic Investigation Report and appendices

   Section C: Additional documentary evidence

   Section D: Additional representations by Ms Rowe

   Section E: Decision to intervene in firm

Background Summary

6. The Respondent (SRA ID: 279936) was born on [redacted] 1975 and was admitted to the Roll on 15 December 2003. She started practising on her own account as Emma Rowe Solicitors ("the Firm") (SRA ID: 540076) from 23 May 2010.

7. SRA records indicate that the Firm's head office was at 16a Newington Green, Islington, London, N16 9PU; this is also the Respondent's home address.

8. The Respondent was the only solicitor at the Firm (other than locum solicitors). During her interview with the SRA's Forensic Investigations Officer ("FIO"), the Respondent confirmed that the following people also conducted work for the Firm on a self - employed basis:

   8.1. Her mother, [redacted], started to assist her with probate matters in 2020 **[page 202 JTC/1]**;

   8.2. [redacted] (also referred to as [redacted] by the Respondent) **[pages 196–197 and 207 JTC/1]**, worked as an assistant and helped with paralegal work;

   8.3. [redacted] (the Respondent's uncle), worked as a Court of Protection caseworker **[pages 198 and 208 JTC/1]**; and

8.4. [redacted] (no surname provided), who started work in 2019, as the Firm's book-keeper/accountant **[pages 200 and 209 JTC/1]**.

9. The Firm's main work types were as follows:

9.1. Probate and estate administration – 74%;
9.2. Non-litigation (other) – 23%; and
9.3. Wills, trusts and tax planning – 3% **[page 3 JTC/1]**

10. The Firm held three bank accounts with Natwest; a client account, an office account and a business loan account **[page 3 JTC/1].** From 2019 to 2022, the Firm held average client account balances as follows:

10.1. 2019 – 2020 = £479,769.53;
10.2. 2020 – 2021 = £1,381,360.52; and
10.3. 2021 – 2022 = £1,249,907.21 **[page 4 JTC/1]**

11. The Firm's turnover for the last three years was as follows:

11.1. 2019 – 2020 = £125,779.10 based on an estimated unaudited turnover;
11.2. 2020 – 2021 = £223,904.13 based on an estimated unaudited turnover; and
11.3. 2021 – 2022 = £130,907.12 based on an estimated unaudited turnover **[page 3 JTC/1]**

12. The Respondent was, at all material times, registered as the Firm's Compliance Officer for Legal Practice ("COLP"), Compliance Officer for Finance and Administration ("COFA") and Money Laundering Reporting Officer ("MLRO") **[page 3 JTC/1]**.

13. The Respondent does not hold a current Practising Certificate.

14. The SRA first received a complaint in relation to the Respondent from a Legacy Manager at the charity Cats Protection on 9 October 2020 **[pages 101–118 JTC/1]**.

15. As a result of this complaint, the SRA's investigation into the Respondent, carried out by the FIO, commenced on 25 January 2021. This investigation culminated with the FIO's preparation of her Forensic Investigation Report ("FIR") on 23 March 2022 **[pages 49–99 JTC/1]**.

16. The concerns identified during the course of this investigation (for the purposes of this

Rule 12 Statement) can be summarised as follows:

16.1. A failure to obtain Accountant's Reports;

16.2. A failure to provide bills of costs to clients when deducting fees from client ledgers; and

16.3. The improper movement of client monies across client account ledgers and between the client account and office account, in a pattern of conduct known as "teeming and lading".

The facts and the matters relied upon in support of the allegations

Allegation 1.1 – Failed to Obtain Accountant's Reports for the Firm

17. The last Accountant's Report Form (AR1) submitted by Ms Rowe to the SRA was for the period 22 June 2014 through to 21 June 2015 **[X925 – X929]**. The report was signed and dated by Jonathon Dale on 21 December 2015. The report did not identify any breaches of the SRA Accounts Rules 2011 but was "Qualified" as he had not yet received confirmation from the bank of the balances set out in section 2 **[page 925 JTC/1].**

18. Ms Rowe subsequently failed to complete Accountant's Reports for the following years:

18.1. June 2015 to June 2016;
18.2. June 2016 to June 2017;
18.3. June 2017 to June 2018;
18.4. June 2018 to June 2019;
18.5. June 2019 to June 2020; and
18.6. June 2020 to June 2021.

19. In interview Ms Rowe was asked why she had not completed an Accountant's Report since 2015. She stated that she likes to check over the accounts and make sure they are completely accurate before sending to the auditor. She also stated she was extremely busy and *"I just didn't have the time to do it*" **[page 211 JTC/1]**.Ms Rowe said she was aware of the requirements "*but I just didn't know that it was such a – I didn't know it was so serious not to, to do it because I – because the only reason that I haven't done this is because I've been prioritising my clients and I, I thought that that was the best thing to do"* **[page 212 JTC/1]**.

20. It was agreed that following the interview Ms Rowe would send all the outstanding accounting information to the auditor within two weeks. On 4 January 2022 the FIO contacted the Firm's reporting accountant, he confirmed that his firm was instructed to complete the outstanding reports on 3 September 2021 but that he had not yet received all relevant information **[page 757 JTC/1]**. At the date of the FIR no Accountant's Reports had been received from Ms Rowe.

21. The Decision of 20 June 2022 (to stand over intervention but to refer Ms Rowe's conduct to the SDT) included the direction that "The report of Jon Dale of Independent Auditors LLP should be sent to the investigation officer by 16:00 on 21 June 2022". On 21 June 2022 the SRA received from Jon Dale the AR1 Accountant's Report form for the year ended 21 June 2021, which recorded breaches of the SRA Accounts Rules 2011 **[page 930 JTC/1]**.

Allegations 1.2 and 1.3

22. The examination of the following six probate files, detailed below, show both that Ms Rowe failed to provide bills of costs to client when deducting fees from client ledgers (Allegation 1.2) and that she raised invoices on client matters in order to apply credit notes for corresponding amounts to unrelated client matters to cover the shortfall on that client matter ledger (Allegation 1.3).

23. The pattern which the six files demonstrate is that Ms Rowe would:

    23.1. open a file and provide an estimate of costs to the clients in her client care letter;
    23.2. after receipt of assets, invoice the matter over a period of time, often exceeding the estimate;
    23.3. fail to provide all invoices raised on the matter to clients;
    23.4. when there were then insufficient funds on the matter ledger to make a distribution she would raise credit notes to reduce the fees taken; and
    23.5. raise invoices on an unrelated probate matter for the same sum on the same date as the credit note, in effect moving money across unrelated ledgers without the need to make the transfers between the office and client bank accounts.

Person A

24. The Firm prepared Person A's will, which was executed on 19 October 2015. Person A

passed away on 2 November 2015. The Respondent was an executor of the will together with Person A1. The will provided for payment of a professional executor for work done in connection with the administration of the estate and equal division of the residue between eight charities **[page 678 JTC/1]**. Probate was granted on 21 April 2016 **[page 83 JTC/1]**. The main asset held by Person A's estate was Person A's share in Property A, which was sold on 19 August 2016 **[page 104 JTC/1]**.

25. The ledger shows that all assets were collected by 29 September 2017. The main asset, the proceeds of sale from Property A, had been received on 23 August 2016. The beneficiaries each received two interim payments, £20,000 on 20 June 2017 and £5,000 on 11 November 2018 **[pages 701-704 JTC/1]**.

26. Undated interim estate accounts on the matter file showed an estimate of Ms Rowe's fees to be £20,000 **[page 699 JTC/1]**. The matter ledger shows client to office transfers during the period 4 December 2015 to 11 November 2018 totalled £88,036.51, not all of which appear on the bank statements **[page 36 JTC/1]**. The available time recording on the file show Ms Rowe's fees totalling £37,112 by August 2018 **[page 945 JTC/1]** and £54,060 by May 2022 **[page 968 JTC/1]**. The invoices all contain the description "*To our professional charges in connection with the administration of the above estate"* and do not contain any detail of the work carried out nor when it was incurred. The majority of the invoices are for round sums **[pages 705-738 JTC/1]**.

26A. The transactions between the client and office account that occurred between 4 December 2015 and 9 January 2017 can be seen as follows:

Date	**Amount**	**Ledger**	**Invoice**	**Bank statements**
4.12.15	£4,000 from client account to office account.	**X472**	**X705**	**X84**
22.12.15	£500 from client account to office account	**X472**	**X706 (dated 18.12.15)**	**X84**
16.5.16	£1,500 from client account to office account	**X472**	**X707**	**XX2 and XX65**

23.5.16	£1,000 from client account to office account	**X472**	**X708**	**XX2 and XX65**
31.5.16	£1,000 from client account to office account	**X472**	**X709**	**XX3 and XX66**
1.6.16	£1,500 from client account to office account	**X472**	**X710**	**XX3 and XX66**
1.6.16	£2,000 from client account to office account	**X472**	**X711**	**XX3 and XX66**
8.6.16	£2,000 from client account to office account	**X473**	**X712**	**XX3 and XX67**
16.6.16	£1,000 from client account to office account	**X473**	**X713**	**XX3 and XX67**
28.6.16	£1,000 from client account to office account	**X473**	**X715**	**XX3 and XX68**
1.7.16	£1,300 from client account to office account	**X473**	**X716**	**XX3 and XX68**
15.7.16	£500 from client account to office account	**X473**	**X718**	**XX3 and XX69**
18.7.16	£1,000 from client	**X473**	**X719**	**XX3 and XX70**

	account to office account			
26.7.16	£1,000 from client account to office account	**X473**	**X720**	**XX3 and XX70**
1.8.16	£2,000 from client account to office account	**X473**	**X721 (NB. This invoice is only for £1,000)**	**XX4 and XX71**
8.8.16	£1,000 from client account to office account	**X473**	**X723**	**XX4 and XX71**
16.8.16	£1,000 from client account to office account	**X473**	**X724**	**XX4 and XX72**
19.8.16	£1,000 from client account to office account	**X473**	**X725**	**XX4 and XX72**
26.8.16	£1,000 from client account to office account	**X473**	**X726**	**XX4 and XX73**
1.9.16	£2,000 from client account to office account	**X473 – X474**	**X727**	**XX4 and XX73**
2.9.16	£1,000 from client account to office account	**X474**	**X728**	**XX4 and XX73**
30.9.16	£1,000 from client account to office account	**X474**	**X729**	**XX5 and XX75**
3.10.16	£1,000 from client account to office account	**X474**	**X730**	**XX5 and XX75**

17.10.16	£2,000 from client account to office account	**X474**	**X731**	**XX5 and XX77**
28.10.16	£850 from client account to office account	**X474**	**X732**	**XX6 and XX77**
25.11.16	£2,000 from client account to office account	**X474**	**X733**	**XX7 and XX79**
21.12.16	£2,000 from client account to office account	**X474** (NB. Ledger records the transfer as £2,010)	**X735** (NB. Invoice is for £2,010)	**XX7 and XX81**
30.12.16	£1,000 from client account to office account	**X474**	**X736**	**XX8 and XX82**
9.1.17	£1,000 from client account to office account	**X474**	**X738**	**XX9 and XX83**
	Total: £39,150 (actually transferred, but invoices represent £38,160)			

26B. The reasons why the Respondent was using invoices from her Firm to transfer funds from the client account to the office account, in circumstances where (i) Person A1 was not being sent copies of those invoices (see paragraph 36 below); and (ii) the invoices (totalling £39,150) represent fees nearly twice the £20,000 estimated fees declared in the interim estate accounts **[X696 – X700]**, are entirely unclear.

26C. Furthermore, invoices have been created and debits made to the client ledger, in circumstances where there is no corresponding withdrawal (or not to the same value)

from the client account and then a credit made to the office account:

Date	Invoice	Ledger	Bank statements
17.6.16	£3,400 **[X714]**	**X473**	£1,000 transferred from client account to office account, and £2,400 transferred directly from client account to a R J Arnfield **[XX3 and XX67]**
11.7.16	£2,531.51 **[X717]**	**X473**	**[XX3 and XX69]** – no corresponding transfer of £2,531.51 between the two accounts.
1.8.16	£3,500 **[X722]**	**X473**	**[XX4 and XX71]** – no corresponding transfer of £3,500 between the two accounts.
19.12.16	£25,500 **[X734]**	**X474**	**[XX7 and XX81]** – no corresponding transfer of £25,500 between the two accounts.
4.1.17	£13,945 **[X737]**	**X474**	**[XX9 and XX83]** – no corresponding transfer of £13,945 between the two accounts.
	Total: £48,876.51		

26D. The total value of the invoices where funds were transferred from the client account (£38,160) and where the value of the invoices was not transferred from the client account to the office account (£48,876.51) equates to £87,036.51. This figure, of course, far exceeds the most recent fees figure for this client matter (£54,060), based on the Respondent's time recording as of May 2022 **[X968]**.

26E. The extent to which either (a) transfers from the client account to the office account; or (b) debits from the client ledger which did not lead to a corresponding transfer from the client account, created problems for the Respondent's management of this client matter are demonstrated by the following two incidents.

27. On 14 April 2016 a £1500 credit note was issued from the office account to client account. Prior to that the ledger balance of £1527.30 showed insufficient funds on the

client account to pay a tradesperson £2500 on 19 April 2016 for work done on Property A **[page 701 JTC/1]**.

28. On 12 November 2018 a transfer of £40,000 was made from the office account to the client account. The receipt of the £40,000 into the office account was by transfer from a personal account of Ms Rowe **[pages 303 JTC/1]**. Prior to the transfer the client ledger showed a balance of £15,241.89. Without the £40,000 credit note on 11 November 2018 there were insufficient funds to pay the eight beneficiaries an interim payment of £5000 each, which was done on the same day **[page 704 JTC/1]**.

29. The interim payment on 12 November 2018 followed numerous requests on behalf of one of the beneficiaries, Cats Protection, for an update on progress, for estate accounts and for interim payments **[pages 105-106 JTC/1]**.

30. The undated interim estate accounts showed an anticipated final distribution to each of the eight beneficiaries of £5725.88, which would total £45,807.04 **[page 698 JTC/1]**. The matter ledger showed a final balance as of 19 August 2019 of £15,219.89, which would be a shortfall of £30,587.15 to pay the beneficiaries the final sum detailed in the accounts **[page 704 JTC/1**].

31. Person A1 stated on 2 September 2021 that she had not received a client care letter, interim bills, or estate accounts in her capacity as joint executor **[page 739 JTC/1]**. The transfers between 4 December 2015 and 9 January 2017 described above at paragraph 27 were therefore made without providing a bill of costs to Person A1.

32. At the date of the FIR (23 March 2022), the matter had not been completed even though Person A had died on 2 November 2015 and all assets had been collected by 29 September 2017 **[page 85 JTC/1]**.

33. In interview with the FIO, Ms Rowe's account was that:

    33.1. she had not sent Person A1 any of the invoices raised as she did not think it was necessary, but with hindsight she thought she should have sent her everything **[page 294 JTC/1]**;

    33.2. the delay in winding up the estate was due to a PPI claim she had applied for, but she now knew she could have distributed, completed and reopened if necessary. She stated it had been a busy period and accepted that matter had

taken too long **[page 301 JTC/1]**; and

33.3. when asked whether she had raised the £40,000 credit note and replaced £40,000 of fees from her own funds because she had billed too much she stated 'But I, but I do agree that the costing on that file ended up being too much and I needed to credit note' **[pages 305 JTC/1]**.

Person B

34. Person B passed away on 24 February 2017. The Firm was instructed to act on the administration of his estate by the executors and trustees; his wife (Client B) and sons (Client B1 and Client B2).

35. On 22 March 2017, a client care letter was sent to Clients B, B1 and B2, which provided an estimate of likely costs of, *"…in the region of £6,000 to £12,000 plus disbursements*" **[pages 488-489 JTC/1]**.

36. The witness statement from Client B1 **[pages 128-130 JTC/1]** confirms that the only invoice that was received from the Firm arrived on 10 February 2020. This document, dated 9 February 2020 **[pages 151-153 JTC/1]**, provides a figure for the Firm's costs of £13,898.26. This figure is made up of £11,440 in costs, plus £168.80 in disbursements and £2,289.46 in VAT. Ms Rowe confirmed to the FIO in an email dated 9 November 2021 that "*Just the final invoice has been sent. This replaces the interim invoices*" **[page 753 JTC/1]**.

37. Despite the clients only ever being sent an invoice for £13,898.26 (seen at item 12 below), the FIO identified a whole series of additional invoices generated in relation to the Person B matter:

No.	Date	Value	Page No.
1	16 October 2017	£1,000 **[X490]**	**page 490 JTC/1**
2	27 October 2017	£1,000 **[X491]**	**page 491 JTC/1**
3	01 December 2017	£2,000 **[X492]**	**page 492 JTC/1**
4	15 December 2017	£2,000 **[X493]**	**page 493 JTC/1**
5	22 December 2017	£1,000 **[X494]**	**page 494 JTC/1**
6	28 December 2017	£1,000 **[X495]**	**page 495 JTC/1**

7	16 January 2018	£1,000 **[X496]**	**page 496 JTC/1**
8	19 January 2018	£3,000 **[X497]**	**page 497 JTC/1**
9	30 April 2019	£3,000 **[X501]**	**page 501 JTC/1**
10	20 May 2019	£4,000 **[X500]**	**page 500 JTC/1**
11	18 August 2020	£13,000 **[X499]**	**page 499 JTC/1**
12	06 September 2021	£13,898.26 **[X505]**	**page 505 JTC/1**
Total:		**£45,898.26** (of which, £14,000 was transferred from the client account)	

38. All twelve of the invoices identified in the table above can be seen referenced in the client ledger **[pages 486-487 JTC/1]**, with £14,000 of the value of the invoices actually transferred from the client account to the office account. It follows that this £14,000 worth of transfers from the client account (Invoices 1-8 and 10 in the table above) were made without bills of costs being provided to Client B, Client B1 or Client B2.

39. In addition, the client ledger references a further invoice, for which the FIO was unable to locate a copy **[X62]**. On 14 August 2018, the client ledger refers to an invoice for £18,000, made up of £15,000 plus VAT, and then records a corresponding transfer from the client account to the office account to meet the value of that invoice **[page 486 JTC/1]**.

40. The total value of invoices for Clients B, B1 and B2, based on those found by the FIO and those referenced within the client ledger, comes to £63,898.26. This is despite the fact that Clients B, B1 and B2 only ever received an invoice suggesting that they were being charged £13,898.26 for the Firm's services.

41. In addition to these "extra" invoices, the FIO also located credit notes in relation to the matter of Person B. These credit notes can be seen for the following dates and amounts:

    41.1. 3 October 2018 for £12,000 **[page 498 JTC/1]**;

41.2. 25 July 2019 for £3,000 **[page 502 JTC/1]**; and

41.3. 6 September 2021 for £17,000 **[page 507 JTC/1]**.

42. As with the invoices, corresponding entries for these credit notes are recorded on the client ledger, depicting a credit being added back to the client account **[pages 486-487 JTC/1]**.

43. The 3 October 2018 entry on the client ledger **[X486]**, however, refers to £30,000, rather than the £12,000 figure which appears in the credit note.

44. None of these three credit notes which are depicted in the client ledger as credits to the client account can be seen represented in the bank statements for the office account and client account (i.e. the bank statements do not depict an actual movement between the office account and client account).

45. The entries deducted from the client ledger for invoices 1–8 referred to in the table above at paragraph 37, plus the value of the missing invoice referred to at paragraph 39 above, comes to £30,000. The effect of the ledger recording a credit being added to the client account of £30,000 on 3 October 2018 therefore equates to the return of the monies deducted from the client ledger between 16 October 2017 and 14 August 2018.

46. It is of note that the client ledger records an incoming payment of £30,040.51 on 3 April 2017 as "*Closing balance Wesleyan*". Given the reference to Person B holding an ISA with Wesleyan valued at £30,040.51 in the Estate Accounts **[page 512 JTC/1]**, it can be reasonably inferred that this incoming payment on 3 April 2017 represented the Firm realising that part of Person B's estate. The outgoing payments in respect of the nine invoices up to the 14 August 2018 would appear to represent the Firm using the money received that was part of Person B's estate. The £30,000 credit to the client account on 3 October 2018 is what places this client ledger in sufficient funds to meet the outgoing payment of £30,000 on 15 October 2018 recorded as "*interim distribution*" **[page 486 JTC/1]**.

47. The financial movements recorded on the ledger for Person B reveal the following:

47.1. On 14 August 2018 (the date of the £18,000 "missing" invoice), the ledger for Person C also records an invoice being raised for £14,000 and a transfer of that amount to the office account **[page 746 JTC/1]**. The client ledgers for Persons B and C therefore reflect a transfer of £32,000 to the office account on

14 August 2018. That same sum of money, £32,000, appears as a credit on the client ledger for Person D on 13 August 2018 **[page 417 JTC/1]**. Without that £32,000 being credited to the ledger of Person D, there would have been insufficient funds on that matter ledger to meet the distribution payment of £43,010.72 made on 13 August 2018. On the face of it, it would appear that deductions have been made on the ledgers for Persons B and C in order to ensure that there were sufficient funds held on the ledger for Person D to meet an outgoing payment, albeit that the £32,000 credit made to Person D's ledger appears to have been something of a "paper-based" exercise, with the bank statements only revealing a transfer of £13,782.34 from the office account to the client account on 14 August 2018 **[XX127]**. In any event, there were insufficient funds within the Firm's office account on 13-14 August 2018 to meet a genuine transfer of £32,000 to the ledger of Person D;

47.2. On 18 August 2020 (the date of the £13,000 invoice), a credit for £13,000 to Client E was recorded on the Firm's cashbook **[page 445 JTC/1]**. The balance on the Firm's office account on 18 August 2020 was £9,092.74 **[paragraph 52f on page 63 JTC/1]**. It would appear that the 13 August 2020 invoice recorded against the ledger of Person B was done in order to generate funds to make a credit to Client E's matter;

47.3. On 3 October 2018 (the date of the £30,000 credit to the matter of Person B), the Firm's cashbook records a £30,000 debit against the matter of Person F **[page 439 JTC/1]**, as well as a £30,000 debit recorded on the ledger for Person E **[X643]**. From 3 October 2018 to 15 October 2018 (the date of the £30,000 outgoing distribution payment in relation to Person B), the Firm's office account held insufficient funds to meet a £30,000 payment to the ledger for Person B **[XX130]**. Whilst no actual transfer of £30,000 from the office account to the client account occurred in this period, it appears as though a £30,000 debit was made to the ledger for Person E to justify (on paper, if not in respect of an actual movement of funds itself) a £30,000 credit to the ledger of Person B; and

47.4. The ledger for Person B records a payment of £17,426.15 **[X487]** as "final distribution" and £6,111.62 as "expenses" to Client B on 6 September 2021. Had the 6 September 2021 credit note for £17,000 not been generated, there would have been insufficient funds on the ledger for Person B to meet the outgoing payment of £23,537.77 to Client B that same day.

48. The Respondent provided copies of time recording sheets on the Person B matter to the FIO **[pages 521-527 JTC/1]**. No time was recorded between 20 November 2017 and 11 October 2018 **[page 524 JTC/1]**. Within the matter file the only reference to any work being done during that period is a letter from the client dated 11 September 2018, which refers to having received an email from Ms Rowe dated 5 March 2018 but then having had no further contact since then **[page 969 JTC/1]**. It follows that is unclear to what work the seven invoices that were raised between 1 December 2017 and 14 August 2018 (totalling £28,000) could have related.

Person C

49. Person C died on 15 July 2017, the Firm was instructed to act in the administration of the estate. A grant of probate was issued on 23 March 2018. Client C was appointed as the sole executor.

50. On 5 September 2017 Client C was sent a client care letter. The Firm's costs and disbursements were estimated to be between £8000 and £20,000 **[pages 862 and 869 JTC/1]**.

51. The client matter ledger showed two client to office transfers, the first on 29 June 2018 for £36,000 (shown on the bank statements) and the second on 14 August 2018 for £14,000 (which does not appear on the bank statements) **[page 746 JTC/1]**. The time recording on file evidences work done between July 2017 and February 2018 totalling £24,730 **[pages 970-974 JTC/1]**.

52. The £14,000 client to office transfer on 14 August 2018 **[page 750 JTC/1]**, taken together with the client to office transfer of £18,000 on Person B's matter the same day (see above), correspond with two credit notes for corresponding sums totalling £32,000 on the unrelated Client D matter the same day **[page 439 JTC/1]**. Without those credit notes Person D matter ledger would not have had sufficient funds to make a legacy payment on 13 August 2018 (see further Person D section below).

53. On 14 August 2018 there were insufficient funds in the office account to transfer the amount of £32,000 to the client bank account, the balance being £6,509.88 **[page 890 JTC/1]**.

54. The ledger shows there were then a series of three credit notes on the ledger **[X746]** dated 30 April 2019, 25 July 2019 and 15 April 2020, totalling £33,200 **[pages 87 and 975– 977 JTC/1].**

55. The credit note of £6000 on 30 April 2019 did not appear on the bank statements **[XX22 and XX148]**. The office account statement shows that there were insufficient funds to have transferred £6000 to the client account, the balance being £1136.44 in debit on 30 April 2019 **[page 894 JTC/1]**. The client matter ledger shows that prior to that credit note on 30 April 2019 the ledger balance was £15,178.47. Without that credit note the ledger would have shown insufficient funds for the subsequent interim distribution of £20,000 to Client C on 12 July 2019 **[page 746 JTC/1]**.

56. The credit note of £8000 on 25 July 2019 also does not appear on the bank statements **[page 895 JTC/1]**. The ledger states "*credit note (£6,667 plus VAT) for storage fees*" **[page 746 JTC/1]**. The cashbook shows a credit of £7,920 on 25 July 2019 **[X441]** to the Person C client matter, described as "*invoicing*". On the same date the cashbook shows the corresponding amount of £8000 debited as "*invoicing*" on an unrelated matter of Person D **[page 429 JTC/1]**. On the 25 July 2019 there would have been insufficient funds on the office account to transfer £8000 for the credit note to the client account as the balance was in debit by £717.11 **[page 895 JTC/1]**.

57. The credit note of 15 April 2020 for £19,200 does not appear on the bank statements. The balance of the office account on 15 April 2020 was £22,385.40, so there would have been sufficient funds for the transfer **[page 896 JTC/1]**. The cashbook shows the £19,200 credit to the Person C matter described as "*invoicing*". The same day there was a corresponding debit of the same sum on an unrelated probate matter of Person G **[page 431 JTC/1]**. The Person G ledger shows on 15 April 2020 a client to office account transfer for £19,200 **[page 871 JTC/1]**. The Person C matter ledger records the credit as "*credit note (£16k plus VAT) pending receipt of funds*". Without that credit note the ledger had an insufficient balance to have made the interim distribution of £20,000 to Client C on 23 April 2020 **[page 746 JTC/1]**.

58. By the time of the FIO's report (23 March 2022) the matter had not been completed, 4½ years after Ms Rowe was instructed.

59. In interview Ms Rowe stated in relation to the Person C matter that:

    59.1. She was entitled to the £14,000 invoiced on 14 August 2018 as she had justifiability done the work. Client C had not complained about the two invoices totalling £40,000 **[page 313 JTC/1]**;

    59.2. In answer to being asked if she had not raised the credit notes she could not have made the interim payments, she stated if she had not done the credit note

she would have given less distribution of fees **[pages 314 and 318 JTC/1]**; and

59.3. Ms Rowe stated the corresponding invoice 15 April 2020 for £19,200 on Person G matter was justifiable as the work had been done **[page 318 JTC/1]**.

Person D

60. The Firm was instructed to act in the administration of the estate of Person D, who died on 10 June 2011. The sole executor was Client D.

61. Probate was granted on 24 July 2014, the net value of the estate was said to not exceed £69,000 **[page 587 JTC/1]**.

62. The client matter ledger shows money received on 3 September 2012 from Barclays (£37,108.99) and on 6 September 2012 from Halifax (£36,534.45) **[page 413 JTC/1]**. On 13 August 2018 £813.84 in interest payments was received from the Firm's office account **[page 417 JTC/1]**. No further assets were received into the Firm's client account.

63. The undated final estate accounts, signed by Client C, stated the Firm's total costs to be £3957.50 **[pages 588-592 JTC/1]**. Ms Rowe provided time records of work done on the matter which also totalled £3957.50 **[pages 598-605 JTC/1]**. Time recording on the matter file shows those fees to relate to work done between July 2011 and April 2016 **[pages 978-981 JTC/1]**.

64. The client ledger shows that between 21 April 2012 and 19 September 2017 client to office transfers totalled £65,880 **[pages 75 and 412-418 JTC/1]**. The matter file only contained covering letters to Client D relating to the invoices raised during the period 21 April 2012 to 17 June 2013 **[pages 607-633 JTC/1].** The Applicant is only in possession of the relevant bank statements from January 2016 onwards. The debits to the client account (which can be evidenced) which are not accompanied with a bill of costs (and are justified on the ledger with the phrase 'invoice' being sent to the client are the following transactions).

Date	Amount	Ledger	Bank statements
5.1.16	£500 from client account to office account.	**X416**	**XX1 and XX57**
3.2.16	£500 from client account to office account	**X416**	**XX1 and XX59**
4.3.16	£500 from client account to office account	**X416**	**XX2 and XX61**
29.3.16	£500 from client account to office account	**X416**	**XX2 and XX62**
4.4.16	£500 from client account to office account	**X416**	**XX2 and XX63**
3.5.16	£500 from client account to office account	**X416**	**XX3 and XX64**
6.6.16	£500 from client account to office account	**X416**	**XX3 and XX67**
6.7.16	£250 from client account to office account	**X417**	**XX3 and XX69**
1.8.16	£1,000 from client account to office account	**X417**	**XX4 and XX71** (£2,000 transfer recorded on bank statements)
12.8.16	£250 from client account to office account	**X417**	**XX4 and XX72**

28.2.17	£1,000 from client account to office account	**X417**	**XX10 and XX86**
1.3.17	£1,000 from client account to office account	**X417**	**XX10 and XX86**
3.3.17	£1,000 from client account to office account	**X417**	**XX10 and XX87**
3.3.17	£1,000 from client account to office account	**X417**	**XX10 and XX87**
8.3.17	£1,000 from client account to office account	**X417**	**XX10 and XX87**
13.3.17	£1,000 from client account to office account	**X417**	**XX10 and XX87**
16.3.17	£1,000 from client account to office account	**X417**	**XX10 and XX87**
16.3.17	£1,000 from client account to office account	**X417**	**XX10 and XX87**
23.3.17	£1,000 from client account to office account	**X417**	**XX10 and XX88**
3.4.17	£2,000 from client account to office account	**X417**	**XX10 and XX88**
3.4.17	£1,000 from client account to office account	**X417**	**XX10 and XX88**

7.4.17	£1,000 from client account to office account	**X417**	**XX10 and XX89**
18.4.17	£2,000 from client account to office account	**X417**	**XX10 and XX89**
24.4.17	£2,000 from client account to office account	**X417**	**XX10 and XX90**
28.4.17	£2,000 from client account to office account	**X417**	**XX1 and XX90**
2.5.17	£2,000 from client account to office account	**X417**	**XX11 and XX90**
15.5.17	£2,000 from client account to office account	**X417**	**XX11 and XX91**
19.5.17	£1,000 from client account to office account	**X417**	**XX11 and XX91**
30.5.17	£1,000 from client account to office account	**X417**	**XX11 and XX92**
1.6.17	£2,000 from client account to office account	**X417**	**XX11 and XX92**
9.6.17	£2,000 from client account to office account	**X417**	**XX11 and XX93**
16.6.17	£1,000 from client account to office account	**X417**	**XX11 and XX94**

19.6.17	£1,000 from client account to office account	**X417**	**XX11 and XX94**
29.6.17	£2,000 from client account to office account	**X417**	**XX12 and XX95**
3.7.17	£2,000 from client account to office account	**X417**	**XX12 and XX95**
10.7.17	£1,000 from client account to office account	**X417**	**XX12 and XX95**
17.7.17	£1,000 from client account to office account	**X417**	**XX12 and XX96** (NB. Statements depict a movement of £2,000 from client account to office account)
1.8.17	£1,000 from client account to office account	**X417** (NB. Ledger records a client to office transfer of £2,000)	**XX12 and XX97**
4.8.17	£1,000 from client account to office account	**X417**	**XX12 and XX97**
16.8.17	£1,000 from client account to office account	**X417**	**XX13 and XX98**
17.8.17	£1,000 from client account to office account	**X417**	**XX13 and XX99**

29.8.17	£1,000 from client account to office account	**X417**	**XX13 and XX99**
1.9.17	£2,000 from client account to office account	**X417**	**XX13 and XX100**
8.9.17	£3,000 from client account to office account	**X417**	**XX13 and XX100**
19.9.17	£2,000 from client account to office account	**X417**	**XX13 and XX101**
	Total: £54,000		

65. It follows that £54,000 was transferred from the client account to the office account as a result of an "invoice" between 5 January 2016 and 19 September 2017, without the client having been sent a bill of costs to explain or justify these transfers. Furthermore, this £54,000 worth of transfers took place when the total amount of the Firm's costs was only £3,957.50 (see paragraph 64 above).

66. In 2018 a series of credit notes were issued to the ledger totalling £62,922.50, comprising of £18,000 on 26 July 2018, and £12,922.50 and £32,000 on 13 August 2018 **[page 76 JTC/1]**.

67. The credit note for £18,000 on 26 July 2018 does not appear on the bank statement. The cashbook shows an entry on the same day for the corresponding amount as a client to office transfer on the unrelated ledger of Person K **[page 438 JTC/1]**. Prior to the credit note the Person D ledger had a balance of £1788.92. Following the credit note the ledger shows a distribution to Client D2 of £21,586.05 on 25 July 2018 and a bank fee for £23 on 26 July 2018. The ledger balance was then in debit by £1820.13 until the second credit for £12,922.50 on 13 August 2018 **[page 417 JTC/1]**. On 26 July 2018 there were insufficient funds in the office account to have made the transfer for £18,000 to the client account, the balance being £14,137.90 **[page 891 JTC/1]**.

68. The £12,922.50 credit note posted on 13 August 2018 appears on the office account as a transfer to the client account on 14 August 2018, along with two transfers that

correspond to the interest payments totalling £859.84. On the same date the office account had received a £10,000 transfer from Ms Rowe's personal account **[page 636 JTC/1]**. The credit note and interest payments took the Person D matter ledger from a debit back to a credit balance of £11,962.21 **[page 417 JTC/1]**.

69. On the 14 August 2018 the balance on the office account was £6509.88, so there were insufficient funds to transfer the £32,000 of the 13 August 2018 credit note **[page 890 JTC/1]**. The £32,000 credit note posted on 13 August 2018 corresponded, as detailed above, to invoices and client to office transfers posted on the unrelated matters of Person B and Person C totalling £32,000. The cashbook shows two items of "*invoicing*" for £24,000 and £8000 crediting the Person D matter and debiting respectively the Person B matter and the Person C matter **[page 427 JTC/1]**.

70. The two credit notes on the 13 August 2018 enabled the same day distribution to Client D for £43,010.71, together with £765.17 for Client D's expenses plus closing interest **[page 417 JTC/1]**.

71. As noted above, the assets of the estate were received in September 2012. The disbursements to the two beneficiaries were not received until July and August of 2018.

72. In interview Ms Rowe stated:

    72.1. When asked if she had raised the invoices on Person B and Person C matters into order to enable the credit note for Person D so that the distribution could be made, she stated "*On [Person D] I needed to do a credit note*" **[page 249 JTC/1]**;

    72.2. She stated there was a lot of work but she reduced her costs substantially to keep them proportionate to the value of the estate – "*So, I greatly reduced it*" **[page 250 JTC/1]**; and

    72.3. She also stated in relation to the frequency of the billing "*Yeah. I think I, I billed, I must have allocated billing to, to that file in error or I've, I've billed*" **[page 251 JTC/1]**.

Person E

73. The Firm was instructed to act in the administration of the estate following the death of Person E on 17 January 2018. Ms Rowe was the sole executor of the estate.

74. On 8 March 2018 a letter was sent to the four children of Person E, as beneficiaries of a trust from the estate of Person E, the Firm's costs were estimated to be between £15,000 to £25,000 plus VAT and disbursements **[page 638-642 JTC/1]**. The HMRC Probate summary was not completed by Ms Rowe until 16 May 2021 **[pages 650-651 JTC/1]**. At the date of the FIR, 23 March 2022, the matter had not been concluded.

75. The client matter ledger **[X643 – X645]** showed a total of £74,762 client to office transfers during the period 3 October 2018 to 21 January 2020. The ledger shows credit notes totalling £41,000 comprising £20,000 on 28 February 2019, £3000 on 30 April 2019 and £18,000 on 14 June 2019 **[page 79 JTC/1]**.

76. On 3 October 2018 £30,000 was transferred from client to office account, this followed the receipt of the first asset of £50,000 posted to the ledger on 1 October 2018 **[page 643 JTC/1]**. The transfer did not appear on the bank statement. The £30,000 was off-set against a credit note raised on the Person B matter, which enabled an interim payment to Client B on 15 October 2018 **[page 439 JTC/1]**.

77. The £20,000 credit note on 28 February 2019 is recorded on the client matter ledger as "*credit for property expenses*" **[page 643 JTC/1]**. The cashbook shows that on the same day two other credit notes were raised: £9,500 on the matter of Person F and £5,500 on the matter of Person H **[page 440 JTC/1]**. The office account statement shows there were insufficient funds to transfer any of these three credit notes on 28 February 2019 as the balance was £2380.08 **[page 893 JTC/1]**.

78. Instead, the total of the three credit notes (£35,000) corresponds to a client to office transfer the same day for the same sum on the unrelated matter of Person I **[page 428 JTC/1]**. Time recording provided by Ms Rowe for the Person I matter covering the period 18 December 2017 to 9 November 2021 totalled £22,395 **[pages 668-676 JTC/1]**.

79. The credit note for £3000 on 30 April 2019 did not appear on the bank statements. The cashbook shows an invoice for the same sum raised on the unrelated matter of Person B **[page 440 JTC/1]**.

80. The credit note for £18,000 on 14 June 2019 does not appear on the bank statement. It appears on the cashbook on 9 June 2019, the cashbook also shows an invoice raised the same day for the same sum on the unrelated matter of Person J **[page 441 JTC/1]**.

81. In interview Ms Rowe stated:

81.1. She was entitled to raise the bill for £30,000 on 3 October 2018 as work had been undertaken;

81.2. Ms Rowe was referred to the credit note raised on 28 February 2019 for £20,000.00 and the narrative on the client matter ledger which stated "*Credit for property expenses*", and asked what it meant. Ms Rowe stated, "*So on this, on this estate because it's taking such a long time and there's three properties, I need to keep paying the mortgage payments and services charges and things, and so I need to make sure that there's money in that estate. I suppose I could pay it out of office account, that will be a different way to do it*" **[page 269 JTC/1]**;

81.3. Asked about the coincidence of the £35,000 invoice raised on the matter of Person I, Ms Rowe stated the invoice was justifiable and she was entitled to the amount raised **[page 270 JTC/1]**;

81.4. When asked about the apparent pattern of raising invoices and credit notes, Ms Rowe stated "*Mmm, yeah. I need to, I'd need to look at the file because usually a credit would be at the end once I've done my final sort of reckoning. But I see here that there are quite a few. Possibly if I've done a cost up and you know I've adjusted costs* **[page 274 JTC/1]**;

81.5. When asked why it had taken so long to apply for the grant of probate, Ms Rowe stated: "*It's taken, it's taken longer than I would have wanted it to take. But that's only because other matters, including matters on this particular file, have taken priority. So, it's not that I just hadn't bothered to, to do this*" **[page 288 JTC/1]**; and

81.6. When asked if she was acting in the best interest of the estate with the delays in progressing the matter, Ms Rowe referred in answer to being busy and prioritising other files, stating this client was not as demanding of her attention as others **[pages 289-290 JTC/1]**.

Person F

82. Person F died on 21 June 2012, and the Firm was instructed to act in the administration of the estate. The executors were Clients F1, F2 and F3. On 22 August 2012, a client care letter was sent to the three executors, which stated anticipated overall costs were in the region of £1000-£2000 plus disbursements **[pages 558-560 JTC/1]**.

83. The matter ledger records total monies received (aside from credit notes) of £21,488.50. No monies had been paid out to beneficiaries.

84. The client matter ledger **[X562 – X565]** shows client to office transactions for the period of 21 September 2012 to 18 August 2020 totalled £34,934. The transactions depicted in the bank statements which the Applicant has obtained are set out below:

Date	**Amount**	**Ledger**	**Bank statements**
7.1.16	£500 from client account to office account.	**X563**	**XX1 and XX57**
5.2.16	£500 from client account to office account	**X563**	**XX1 and XX59**
2.3.16	£500 from client account to office account	**X563**	**XX2 and XX61**
29.3.16	£500 from client account to office account	**X563**	**XX2 and XX62**
4.4.16	£500 from client account to office account	**X563**	**XX2 and XX63**
31.1.17	£2,000 from client account to office account	**X562**	**XX9 and XX84**
1.2.17	£500 from client account to office account	**X562**	**XX9 and XX85**
2.1.18	£2,000 from client account to office account	**X562**	**XX16 and XX109**

19.1.18	£1,000 from client account to office account	**X562**	**XX16 and XX110**
24.5.18	£3,600 from client account to office account	**X562**	**XX17 and XX119**
25.7.19	£2,400 from client account to office account	**X562** (NB. Ledger records £16,000 client to office transfer)	**XX24 and XX156**
	Total: £14,000		

84A. It follows that between 7 January 2016 and 25 July 2019, £14,000 was transferred from the client account to the office account, purportedly as a result of settling invoices, despite:

84A.1. There being no record of any bills or cover letters on the client matter file after 30 April 2014 (see paragraph 92 below); and

84A.2. The interim accounts that were sent to the client on 19 June 2020 only recorded professional fees of £2,400 **[X566 – X573].**

85. Prior to the £3000 credit note on 19 January 2018 the client matter ledger was in debit by £2345.50 **[page 562 JTC/1]**. The transaction was not shown on the bank statements. The ledger shows that the same day a £3000 invoice and "*transfer to settle invoice*" was posted on the unrelated Person B matter **[page 486 JTC/1]**. On 19 January 2018 there were insufficient funds on the office account to have made the £3000 transfer, the balance having been £1170.05 **[page 898 JTC/1]**.

86. Similarly the £9500 credit note posted on 28 February 2019 did not go through the bank accounts. There were insufficient funds on the office account which held a balance of £2380.08 **[page 893 JTC/1]**. As detailed above (at para 78) this sum, together with two others, corresponded to a client to office transfer on the unrelated Person I matter.

87. The £5000 credit note posted on 30 April 2019 did not appear on the bank statements. There were insufficient funds in the office account to have transferred the sum, the balance being in debit by £1136.44 on that date **[page 894 JTC/1]**. The cashbook

showed a corresponding client to office transfer the same date for the same sum, from the unrelated matter of Person G **[pages 428 and 871 JTC/1]**.

88. For the £13,000 credit note posted on 18 August 2020 there is a corresponding client to office transfer on the same date on the Person B matter **[page 445 JTC/1]**.

89. Interim accounts were sent to Client F1 on 18 June 2020, they showed professional fees of £2400 including VAT, a total of £21,488.50 of assets had been collected, with an anticipated total of £25,266.48. The total for distribution was estimated as £16,800.40, however the ledger recorded no distributions had been made as of that date **[pages 567-573 JTC/1]**.

90. Against the total anticipated assets of £25,266.48, the invoices posted to the ledger totalled £34,934. Allowing for the credit notes posted, the highest costs taken at any one time was £17,434 (from 25 July 2019 to 18 August 2020) **[page 72 JTC/1]**.

91. There were no bills or cover letters on the client matter file after 30 April 2014 and the four credit notes were not produced. It would appear that the transfers made from at least 13 January 2015 to 25 July 2019 were made without providing bills of costs to Clients F1, F2 and F3.

92. The only correspondence between 21 January 2015 and 5 January 2016 were four emails, and from 5 January 2016 through to 14 January 2019 there was no correspondence on the client file even though Ms Rowe had invoiced the file £8500 between those dates **[page 73 JTC/1]**. The time recording on the matter file records a total of £9,900.01 for June 2016 through to January 2022 **[pages 576-582 JTC/1]**.

93. In interview:

93.1. Ms Rowe was asked why she was raising invoices and then a year later a credit note was posted to the client matter ledger. She stated that Client F1 had wanted to make a mortgage application and wanted to know how much he would receive, at which point she had possibly considered the costs **[page 262 JTC/1]**;

93.2. Ms Rowe explained there were assets in St Lucia which were holding up the estate being wound up. She could not give an explanation as to why so many invoices had been raised **[page 262 JTC/1]**; and

93.3. When asked why the four credit notes had been raised, Ms Rowe could not give an explanation and stated "*Well I think it's, I think it looks a bit chaotic and I think*

that's because I've been busy" **[page 263 JTC/1]**.

94. On 25 January 2022 the FIO emailed Ms Rowe and asked for an explanation of why she had invoiced a total of £34,934 when her estimated costs were £2400. Ms Rowe in response stated "*When preparing the estate accounts I considered the overall value of the estate, including the amount that will eventually be received from the assets in St Lucia (from the deceased's father's estate) and I decided that although my actual costs will exceed this amount, I will limit my costs to £2,400*" **[page 583 JTC/1]**.

Breach of Principles

Allegation 1.1 – Failure to obtain Accountant's Reports

95. Ms Rowe was under a duty to obtain an Accountant's Report (AR1) for each of the years in Allegation 1.1.

96. Rule 32A.1 of the Solicitors Accounts Rules 2011 required that:

> *"32A.1 Subject to rule 32A.1A, if you have at any time during an accounting period, held or received client money, or operated a client's own account as signatory, you must:*
>
> (a) *obtain an accountant's report for that accounting period within six months of the end of the accounting period; and*
>
> (b) *if that report has been qualified, deliver it to the SRA within six months of the end of the accounting period."*

97. After 25 November 2019, rule 12.1 of the SRA Accounts Rules 2019 contained the same requirement in similar wording:

> *"12.1 If you have, at any time during an accounting period, held or received client money, or operated a joint account or a client's own account as signatory you must:*
>
> (a) *obtain an accountant's report for that accounting period within six months of the end of that period; and*
>
> (b) *delivery it to the SRA within six months of the end of the accounting period if the accountant's report is qualified to show failure to comply with these rules, such that money belonging to clients or third parties is, or has been, or is likely to be placed, at risk."*

98. In failing to obtain the Accountant's Reports as required by the respective SARs, Ms Rowe was further in breach of Principle 7 of the 2011 Principles, i.e. to comply with her legal and regulatory obligations and deal with her regulators and ombudsmen in an open, timely and cooperative manner.

99. By not obtaining an Accountant's Report for the relevant years, Ms Rowe avoided the scrutiny of her accounts and her billing practices. A review of the accounts by a competent accountant would have identified Ms Rowe's practice of raising credit notes and then invoices for corresponding amounts on unrelated matters the same day. An examination of the bank statements would have shown that the transfers did not go through the Firm's bank accounts. Had the accountant produced a qualified report to the SRA, which would have been scrutinised and potentially investigated, the further breaches in Allegation 1.3 would likely have come to light sooner.

100. The public would expect a solicitor to comply with their regulatory obligations. Ms Rowe's failure to do so, in respect of an important safeguard for client monies in the form of an obligation to produce an Accountant's Report, would undermine public trust and confidence in the profession (Principle 6 of the 2011 Principles, and Principle 2 of the 2019 Principles). This is especially so given the failure by Ms Rowe was not a one-off but was in fact repeated for a period of six years.

Allegation 1.2 – Failure to provide bills of costs to clients/executors before charging fees to client ledgers

101. Rule 17.2 of the SARs 2011 required "*If you properly require payment of your fees from money held for a client or trust in a client account, you must first give or send a bill of costs, or other written notification of the costs incurred, to the client or the paying party.*"

102. Rule 17.7 of the SARs 2011 further specified that "*Costs transferred out of a client account in accordance with rule 17.2 and 17.3 must be specific sums relating to the bill or other written notification of costs, and covered by the amount held for the particular client or trust. Round sum withdrawals on account of costs are a breach of the rules.*"

103. The SARs 2019 similarly now provides in Rule 4.3:

> *"4.3 Where you are holding client money and some or all of that money will be used to pay your costs:*
> (a) *you must give a bill of costs, or other written notification of the costs incurred, to the client or the paying*

party;

(b) *this must be done before you transfer any client money from a client account to make the payment; and*

(c) *any such payment must be for the specific sum identified in the bill of costs, or other written notification of the costs incurred, and covered by the amount held for the particular client or third party."*

104. As set out above, Ms Rowe was routinely not providing the client/executor with the invoices before deducting the sums from the client account. If Ms Rowe had provided the client/executors with the invoices each time she raised them on the matter and deducted fees from the client account, it would have alerted them to the fact that Ms Rowe was routinely invoicing far in excess of her initial estimates and recorded time, before then crediting the sums back to the matter at a later date.

105. The lack of transparency in Ms Rowe's billing practice due to her failure to comply with this aspect of the SARs, enabled her to continue the pattern of conduct covered by Allegation 1.3.

Allegation 1.3 – Improperly raising invoices and entering debits on client ledgers

106. The pattern set out above at a paragraph 24, and demonstrated in the examination of the conduct of probate mattes A–F, shows that Ms Rowe was routinely invoicing on a client matter significantly above the estimated costs and then issuing a credit note when there were insufficient funds to make the distributions, with the credit notes being matched by corresponding invoicing on unrelated matters.

107. Raising invoices for the same sum at the same time on an unrelated matter prevented Ms Rowe from having to make an office account to client account transfer to cover the credit note. As shown above where there would have been insufficient funds in the office account to have transferred each of the credit notes, the inference is that Ms Rowe has raised the invoices on unrelated matters to cover this shortfall (only for credit notes to subsequently be raised on that matter for the same reason).

108. Rule 27.1 of the SARs 2011 required as follows:

"27.1 A paper transfer of money held in a general client account from the ledger of one client to the ledger of another client may only be made if:

(a) *it would have been permissible to withdraw that sum from the account under rule 20.1; and*

(b) *it would have been permissible to pay that sum into the account under rule 14;"*

109. The transfers done by Ms Rowe were not for one of the permitted reasons set out in Rule 20.1 (see Appendix 1). Rather the invoices were raised at the time they were, and subsequently credited back to the ledgers at later dates, in order to facilitate disbursements from other ledgers, as demonstrated above.

110. The pattern of raising invoices on a client matter, to cover credit notes on an unrelated matter was not in the best interests of the clients involved (Principle 4 of the 2011 Principles, Principle 7 of the 2019 Principles). The best interests of the clients on each matter lay in only being billed and invoiced for work properly undertaken, and in there remaining sufficient funds on the client matter ledger to pay the disbursements due.

111. "Teeming and lading" the client ledgers in the way Ms Rowe is shown to have done, in order to cover the shortfalls in any given ledger at the time a disbursement was required, undermines the public trust and confidence in the profession. The public would rightly expect that a solicitor would administer the client matter ledger in such a way that there would be sufficient funds to pay the disbursements due, without having to issue credit notes to cover the fees previously taken (Principle 6 of the 2011 Principles, Principle 2 of the 2019 Principles).

Integrity (Principle 2 (2011) and Principle 5 (2019))

112. In *Wingate v Solicitors Regulation Authority v Malins* [2018] EWCA Civ 366, Jackson LJ said:

112.1. "*In professional codes of conduct the term 'integrity' is a useful shorthand to express the higher standards which society expects from professional persons and which the professions expect from their own members.*" (para 97);

112.2. "*Integrity connotes adherence to the ethical standards of one's own profession, that involves more than mere honesty.*" (para 100)

113. The judgment then provides illustrations of what constitutes acting without integrity in the case of solicitors, including "*Making improper payments out of the client account*".

114. In *Williams v SRA* [2017] EWHC 1478 (Admin), it was said of integrity that "*Want of integrity arises when, objectively judged, a solicitor fails to meet the high professional standards to be expected of a solicitor. It does not require the subjective element of*

conscious wrongdoing" (para 54).

115. In *Levy v SRA* [2011] EWHC 740 (Admin), Cranston J said:

115.1. "*in speaking of "trustworthiness" in Bolton the court had in mind honesty, but also the duty of anyone holding anyone else's money to exercise a proper stewardship in relation to it. Transfer from the client account to the office account can only be made when properly required for payment of the solicitors' costs, the firm first notifying the client that payment is to be made from moneys held for the client. No transfer should ever be made from the client account unless a solicitor is satisfied that there are funds to meet it. Each of these simple rules is not merely good practice but is critical to the lawful operation of the client account by any solicitor.*' (para 22)

115.2. "*A high standard is set in relation to solicitors' compliance with the Accounts Rules … Client money is sacrosanct, and a proper stewardship in relation to it is vital. Client money can only be used for that client's matters. There must be proper systems and controls to ensure compliance with the account rules and it is for a firm's principals to ensure that. Errors must be promptly remedied.*" (para 30)

116. Ms Rowe's conduct lacks in integrity for the following reasons:

116.1. Ms Rowe has admitted to overbilling ("*accidentally*" in Person A matter) and raising credit notes to fund payments on unrelated probate files, explaining that she viewed this as an acceptable practice. She justified her actions, saying: "*If both the credit and the invoice are justified, then I don't see that there's a problem*" **[page 254 JTC/1]**.

116.2. The evidence suggests that Ms Rowe was selective about which invoices she sent to beneficiaries/executors. It is telling that she did not send copies of any of the credit notes to them.

117. A solicitor acting with integrity would only have entered debits on client account ledgers or transferred client funds for costs where: her bill was justified on the basis of the work undertaken, there was sufficient narrative on her bill and the bill was sent to the executors. The transfers of client funds in this way was improper and, as outlined above, "*improper payments out of the client account*" are an example of conduct that touches on a solicitor's integrity.

118. A solicitor complying with her professional and regulatory obligations would have progressed client matters effectively and made distributions as soon as she was in a position to do so. Ms Rowe has not done this and instead has repeatedly raised invoices on matters to the point of needing to issue credit notes in order for disbursements to be made, offsetting those by further invoices raised against other

unrelated probate matters.

Dishonesty

119. The Applicant relies upon the test for dishonesty stated by the Supreme Court in *Ivey v Genting Casinos* [2017] UKSC 67 (which applies to all forms of legal proceedings), namely that the person has acted dishonestly by the ordinary standards of reasonable and honest people:

> *"When dishonesty is in question the fact-finding tribunal must first ascertain (subjectively) the actual state of the individual's knowledge or belief as to the facts. The reasonableness or otherwise of his belief is a matter of evidence (often in practice determinative) going to whether he held the belief, but it is not an additional requirement that his belief must be reasonable; the question is whether it is genuinely held. When once his actual state of mind as to knowledge or belief as to facts is established, the question whether his conduct was honest or dishonest is to be determined by the fact-finder by applying the (objective) standards of ordinary decent people. There is no requirement that the defendant must appreciate that what he has done is, by those standards, dishonest."*

120. Ms Rowe was an experienced solicitor who understood that she was under professional obligations, including to protect clients' money, not to make improper transfers on client matter ledgers, to act with integrity and to act in the best interests of each client.

121. Ms Rowe must have known when raising the invoices on a client matter to cover a credit note on an unrelated matter, that those fees were not properly incurred. That Ms Rowe routinely did not send the clients the majority of invoices raised on each of the client matters before credit notes were subsequently issued, demonstrates that she knew those sums were not properly incurred. The pattern shows substantial credit notes having to be issued to cover the fees previously taken, before disbursements could be made.

122. From the pattern of conduct demonstrated across the six probate files examined above, the inference can be drawn that Ms Rowe knew at the time of raising the invoices and the corresponding credit notes, that those invoices were not properly incurred and that she would have to credit them back at a later date.

123. Ms Rowe continued her pattern of behaviour over time in order to conceal from clients that invoices had been raised improperly and client ledgers did not reflect what money was being held for each client. Her pattern of behaviour allowed her to avoid acknowledging that client ledgers had not been maintained properly.

124. Such conduct would be viewed as dishonest by the standards of ordinary decent people.

Manifest incompetence

124A. It is the Applicant's primary contention that the Respondent's mismanagement of client funds (in terms of conducting transfers from the client account to the office account in the absence of a bill of costs), and her practice of entering debits on client matters in order to cover corresponding credit notes to unrelated client matters, was done deliberately and therefore dishonestly.

124B. If the Tribunal is unable to accept that the Respondent's actions in respect of Allegations 1.2 and 1.3 amount to dishonesty, and that that this might instead have been due to errors on the part of the Respondent, it is asserted (in the alternative) that the frequency and volume of these errors demonstrate manifest incompetence on the part of the Respondent.

124C. Management of client funds, and the need to maintain accurate records in relation to those funds, is a fundamental part of a solicitor's practice. If the actions set out in Allegations 1.2 and 1.3 are thought not to demonstrate dishonesty, then the Tribunal is invited to conclude that it demonstrates a level of incompetence on the part of the Respondent that amounts to manifest incompetence.

The Respondent's Representations

125. Ms Rowe was interviewed on 1 October 2021 **[pages 200-327 JTC/1]**. Her account in relation to each of the probate files is summarised above.

126. In relation to Allegation 1.1, the failure to provide Accountant's Reports, Ms Rowe stated:

126.1. She likes to check over the accounts and make sure they are completely accurate before sending to the auditor. She also stated she was extremely busy and "*I just didn't have the time to do it"* **[page 211 JTC/1]**.

126.2. She was aware of the requirements "*but I just didn't know that it was such a – I didn't know it was so serious not to, to do it because I – because the only reason that I haven't done this is because I've been prioritising my clients and I, I thought that that was the best thing to do"* **[page 212 JTC/1]**.

127. A report by MacIntyre Hudson dated July 2022 reviewed the client matter of Person E, amongst other client files, and records, in relation to Allegation 1.3 regarding Ms Rowe's practice of invoicing and raising credit notes **[page 991 JTC/1]**:

"Ms. Rowe has informed us that the transfers to and from this ledger from unrelated ledgers are in respect of invoices which she believes are due to her on other matters and therefore feels that she is entitled to use these monies as she sees fit. Although a breach of the usual methodology adopted by solicitors, Ms. Rowe adopted this practice on several matters. The correct approach would have been a client to office transfer and then office to client transfer as required. Ms. Rowe states that she was never challenged on this process by her reporting accountant who she still asserts remains of the view that the process itself is not a breach of the Accounts Rules. We have pointed out that the transactions as they occur do not agree to the client ledgers and should reflect the true position."

128. Representations were made on behalf of Ms Rowe on 6 June 2022 **[page 996 JTC/1]**. In summary:

128.1. Some breaches of the SARs were accepted but dishonesty was denied.

128.2. In relation to the interim billing it was asserted that Ms Rowe had never raised an invoice for a sum that she did not believe was justified by the work she had undertaken on the file, but that she accepted that in a number of cases she was mistaken. The reasons for those alleged mistakes were said to be ill-health and an exceptional and unexpected workload **[para 22-24, page 1004 JTC/1]**.

128.3. The breaches of the SARs regarding failure to provide Accountant's Reports was accepted **[para 29, page 1006 JTC/1]**.

129. Further representations were received on 17 October 2022 **[page 1020 JTC/1]**.

The SRA's Investigation

130. The SRA have taken the following steps to investigate the allegations which it makes against the Respondent:

130.1. A forensic inspection commenced on 25 January 2021 **[page 53 JTC/1]**.
130.2. A report was obtained from a costs draughtsman, Sue Corbin, on 11 August 2021 (the relevant allegations were ultimately not pursued).
130.3. Ms Rowe was interviewed on 1 October 2021 **[page 193 JTC/1]**.
130.4. The FIR was produced dated 23 March 2022 **[page 49 JTC/1]**.
130.5. A Notice was issued dated 19 May 2022 **[page 1 JTC/1]**.
130.6. On 20 June 2022 an adjudication panel made a decision to stand over

intervention, but to refer Ms Rowe's conduct to the SDT. A set of directions was given.

130.7. A Supplemental Notice was issued dated 6 October 2022, seeking a referral of the matter back to an adjudication panel for a decision on intervention.

130.8. A further Decision of by an Adjudication Panel was made on 23 January 2023, which ordered intervention into the former practice of Ms Rowe **[page 1043 JTC/1]**.

I believe the contents of this statement are true.

Signed:

John Tippett-Cooper

Dated: ~~28th March 2025~~

Amended 26 March 2026

BEFORE THE SOLICITORS DISCIPLINARY TRIBUNAL

IN THE MATTER OF THE SOLICITORS ACT 1974 (as amended)
B E T W E E N:

SOLICITORS REGULATION AUTHORITY LIMITED

Applicant

and

EMMA ROWE

Respondent

APPENDIX 1 TO STATEMENT PURSUANT TO RULE 12 OF THE SOLICITORS (DISCIPLINARY PROCEEDINGS) RULES 2019

Relevant Rules and Regulations

SRA Principles 2011

You must:

2. act with integrity

4. act in the best interests of each client

5. provide a proper standard of service to your clients

6. behave in a way that maintains the trust the public places in you and in the provision of legal services

7. comply with your legal and regulatory obligations and deal with your regulators and ombudsmen in an open, timely and cooperative manner

8. run your business or carry out your role in the business effectively and in accordance with proper governance and sound financial and risk management principles

10. protect client money and assets.

SRA Accounts Rules 2011

Rule 6.1 *All the principals in a firm must ensure compliance with the rules by the principals themselves and by everyone employed in the firm. This duty also extends to the directors of a recognised body or licensed body which is a company, or to the members of a recognised body or licensed body which is an LLP. It also extends to the COFA of a firm (whether a manager or non-manager).*

Rule 7.1 *Any breach of the rules must be remedied promptly upon discovery. This includes the replacement of any money improperly withheld or withdrawn from a client account.*

Rule 17.2 *If you properly require payment of your fees from money held for a client or trust in a client account, you must first give or send a bill of costs, or other written notification of the costs incurred, to the client or the paying party.*

Rule 17.7 *Costs transferred out of a client account in accordance with rule 17.2 and 17.3 must be specific sums relating to the bill or other written notification of costs, and covered by the amount held for the particular client or trust. Round sum withdrawals on account of costs are a breach of the rules.*

Rule 20.1 *Client money may only be withdrawn from a client account when it is:*

- *(a) properly required for a payment to or on behalf of the client (or other person on whose behalf the money is being held);*
- *(b) properly required for a payment in the execution of a particular trust, including the purchase of an investment (other properly required for a payment in the execution of a particular trust, including the purchase of an investment (other than money) in accordance with the trustee's powers;*
- *(c) properly required for payment of a disbursement on behalf of the client or trust;*
- *(d) properly required in full or partial reimbursement of money spent by you on behalf of the client or trust;*
- *(e) transferred to another client account;*
- *(f) withdrawn on the client's instructions, provided the instructions are for the client's convenience and are given in writing, or are given by other means and confirmed by you to the client in writing;*
- *(g) transferred to an account other than a client account (such as an account outside England and Wales), or retained in cash, by a trustee in the proper performance of his or her duties;*
- *(h) a refund to you of an advance no longer required to fund a payment on behalf of a client or trust (see rule 14.2(b));*
- *(i) money which has been paid into the account in breach of the rules (for example, money paid into the wrong separate designated client account) - see rule 20.5 below;*
- *(j) money not covered by (a) to (i) above, where you comply with the conditions set out in rule 20.2; or*
- *(k) money not covered by (a) to (i) above, withdrawn from the account on the written authorisation of the SRA. The SRA may impose a condition that you pay the money to a charity which gives an indemnity against any legitimate claim subsequently made for the sum received.*

Rule 27.1 *A paper transfer of money held in a general client account from the ledger of one client to the ledger of another client may only be made if:*

(a) it would have been permissible to withdraw that sum from the account under rule 20.1; and

(b) it would have been permissible to pay that sum into the account under rule 14;

Rule 32A *32A.1 Subject to rule 32A.1A, if you have at any time during an accounting period, held or received client money, or operated a client's own account as signatory, you must:*

(a) obtain an accountant's report for that accounting period within six months of the end of the accounting period; and

(b) if that report has been qualified, deliver it to the SRA within six months of the end of the accounting period.

SRA Principles 2019

You act:

2 in a way that upholds public trust and confidence in the solicitors' profession and in legal services provided by authorised persons.

4 with honesty.

5 with integrity.

7 in the best interests of each client.

Para 3.2 Code 2019 – You ensure that the service you provide to clients is competent and delivered in a timely manner.

SRA Accounts Rules 2019

Rule 1.2 *The authorised body's managers are jointly and severally responsible for compliance by the authorised body, its managers and employees with these rules.*

Rule 3.3 *You must not use a client account to provide banking facilities to clients or third parties. Payments into, and transfers or withdrawals from a client account must be in respect of the delivery by you of regulated services.*

Rule 4.3 *Where you are holding client money and some or all of that money will be used to pay your costs:*

a) you must give a bill of costs, or other written notification of the costs incurred, to the client or the paying party;

b) this must be done before you transfer any client money from a client account to make the payment; and

c) any such payment must be for the specific sum identified in the bill of costs, or other written notification of the costs incurred, and covered by the amount held for the particular client or third party.

Rule 6.1 *You correct any breaches of these rules promptly upon discovery. Any money improperly withheld or withdrawn from a client account must be immediately paid into the account or replaced as appropriate.*

Rule 12.1 *If you have, at any time during an accounting period, held or received client money, or operated a joint account or a client's own account as signatory you must:*

(a) obtain an accountant's report for that accounting period within six months of the end of that period; and
(b) delivery it to the SRA within six months of the end of the accounting period if the accountant's report is qualified to show failure to comply with these rules, such that money belonging to clients or third parties is, or has been, or is likely to be placed, at risk.