

SOLICITORS DISCIPLINARY TRIBUNAL

IN THE MATTER OF THE SOLICITORS ACT 1974

Case No. 12696-2024

BETWEEN:

SOLICITORS REGULATION AUTHORITY LTD

Applicant

and

ELIZABETH ORUENE IKIRIKO

Respondent

Before:

Ms T Cullen (in the Chair)

Mrs A Sprawson

Mr A Lyon

Date of Hearing: 1-3 July 2025

Appearances

Ini Udom, barrister of 5 St Andrews Hill, instructed by Blake Morgan LLP, for the Applicant.

The Respondent represented herself.

JUDGMENT

The hearing was held in private

Allegations

1. The allegations against the Respondent, Elizabeth Oruene Ikiriko made by the SRA are that, while in practice as a Solicitor at Melrose Solicitors (“the Firm”):
 - 1.1 On or around 1 June 2021, she signed a Power of Attorney (“PoA”) as a witness, confirming that the PoA had been signed by the donors, Person A and Client B, on 1 June 2021 when Person A had not signed the PoA in her presence; and in doing so she breached any or all of Principles 2, 4 and 5 of the SRA Principles 2019 (“the Principles”) and Paragraph 1.4 of the SRA Code of Conduct for Solicitors, RELs and RFLs (“the Code for Solicitors”).

PROVED IN PART

- 1.2 Between 29 May 2021 and 1 June 2021, she failed to properly identify who her client was in relation to this matter and/or failed to make adequate enquiries with Person A to ensure that she was acting on Person A’s instructions; and in doing so breached any or all of Principles 2 and 5 of the Principles.

NOT PROVED

- 1.3 In the alternative to Allegation 1.2, if Person A was a client, between 29 May 2021 and 1 June 2021, she failed to act in the best interests of Person A, in that she failed to ensure that Person A was properly advised of the consequences of signing the PoA; and in doing so breached any or all of Principles 2, 5 and 7 of the Principles and Paragraph 3.1 and 3.4 of the Code for Solicitors.

PROVED IN PART

Recklessness

2. Allegations 1.2 and 1.3 are advanced on the basis that the Respondent’s conduct was reckless. Recklessness is alleged as an aggravating feature of the Respondent’s misconduct but is not an essential ingredient in proving either allegation.

NOT PROVED

Executive Summary

3. The Applicant brought proceedings against the Respondent, a solicitor with 22 years of experience, for her conduct in witnessing a Power of Attorney (PoA) document in June 2021. The main allegation was that she falsely attested to witnessing both donors sign the PoA in her presence when one donor, Person A, had actually signed at home. The PoA was created to enable a proxy marriage in Cameroon, which Person A claimed she was unaware of until discovering a marriage certificate months later. The SRA alleged breaches of professional principles including dishonesty, lack of integrity, and failure to act in clients’ best interests.
4. The Tribunal found the dishonesty allegation not proved, accepting that the Respondent acted from “misplaced compassion” and genuinely held moral beliefs rather than

dishonest intent, particularly given the unusual circumstances of the COVID-19 pandemic, her personal bereavements, and health issues. However, the Tribunal did find that she lacked integrity and breached public trust by departing from professional standards, even with good intentions. She was given a suspended suspension of 6 months (suspended for 1 year conditional on completing 10 hours of professional development in specified topics) and ordered to pay £15,000 in costs.

Sanction

5. Suspended Suspension: 6 months suspension, suspended for 1 year, conditional on completing 10 hours of CPD on professional standards.

Documents

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

Factual Background

7. The Respondent was admitted to the roll on 1 August 2002. The Respondent practises as a Sole Practitioner the Firm. She holds the positions of Compliance Officer for Legal Practice (“COLP”) and Compliance Officer for Finance and Administration (“COFA”). The Respondent holds a current practising certificate for 2023-24, free from conditions.
8. The conduct in this matter came to the attention of the SRA on 29 September 2022, when a complaint was received from Person A regarding a PoA document that the Respondent had signed as witness on 1 June 2021. The PoA stated that Person A and her then partner, Client B, had signed it in the presence of the Respondent at her office in London. Person A told the SRA this was not correct as she had never visited the Respondent’s office, instructed the Respondent, or met her.

Chronology

29.05.2021	Respondent claimed initial telephone advice call with Client B and Person A (speakerphone).
01.06.2021	Client B attends office; Power of Attorney (“PoA”) signed by Client B in Respondent’s presence; Respondent signed as witness for both Person A and Client B; Person A signed at home.
04.06.2021	Respondent sent closing letter to Client B.
24.06.2021	Proxy marriage took place in Cameroon.
March 2022	Person A discovered marriage certificate.
29.09.2022	Person A lodged complaint with SRA.
30.11.2022	SRA wrote to the Respondent.
12.12.2022	Respondent provided her initial representations.
08.03.2023	SRA informed Respondent of further investigation.
27.03.2023	Respondent provided corrected representations.
16.05.2024	SRA issued Notice recommending referral to Tribunal; Respondent provided further representations.
29.05.2024 30.05.2024	Respondent provided additional representations.

03.06.2024	Respondent provided further representations (not reviewed by ADM before decision).
14.06.2024	SRA Authorised Officer decided to refer the conduct to the Tribunal.
10.10.2024	Statement pursuant to Rule 12(2) filed.

Witness Evidence

Person A

9. Person A was in a relationship with Client B from February 2019 to February 2022. In 2021, Person A signed a PoA document at home in Client B's presence only. Person A stated Client B told her the document related to their Universal Credit claim and showed her only the second page, directing where to sign while keeping other pages from view.
10. Person A acknowledged seeing the word "marriage" in her language on the document, but that Client B explained this as relating to Universal Credit. She had no understanding of what a PoA meant until a friend explained it in January 2022. Person A discovered a proxy marriage certificate by chance in March 2022 and maintained she was unaware of any marriage proceedings prior to this discovery.
11. Person A denied ever meeting the Respondent in person or instructing her regarding the Po A. Person A stated she spoke to the Respondent once by telephone on February 9, 2022, after visiting Citizens Advice Bureau. During this call, Person A was asked by the Respondent if she knew Ernest Francis Bohm. Upon learning the Respondent was Client B's solicitor, Person A hung up and contacted police.
12. Person A denied requesting divorce assistance from the Respondent and denied participating in a speakerphone conversation with Client B and the Respondent on May 29, 2021. Person A maintained her SRA complaint was truthful and denied knowing Ernest Francis Bohm or sending him documents. Person A suggests Client B may have accessed her email and Facebook accounts without authorisation.

Client B

13. Person A and Person B were in a romantic relationship from 2017 to 2022. During this period, they cohabited and had a daughter together. Their relationship took place primarily in Southampton, including during the COVID-19 pandemic period.
14. On 29 May 2021, Person B contacted the Respondent seeking advice regarding a PoA. Person A was present during this initial telephone consultation, despite her later claims to the contrary. The Respondent explained that both parties would need to sign the PoA.
15. On 1 June 2021, Person B attended the Respondent's office alone, citing COVID-19 concerns and the need to protect their newborn baby. He informed the Respondent of Person A's absence upon arrival. The Respondent agreed to proceed with the arrangement. Upon returning home, Person B presented the PoA document to Person A. She reviewed the document and voluntarily signed it. Person B maintained that he did not force her to sign, citing her strong character, and disputed any claims that she did not understand the document's contents.

16. The Respondent made a second telephone call to both parties on 1 June 2021, to confirm their understanding of the document and Person A's signature. Both parties reportedly confirmed they were satisfied with the arrangement.
17. The proxy marriage was completed on 24 June 24 in Cameroon. Person B paid the Respondent £60 for her services. According to Person B, the proxy marriage was a joint decision made for practical reasons, including avoiding the stigma of single motherhood during Person A's planned visit to Romania and financial constraints that prevented a traditional wedding ceremony.
18. In November 2021, five months after the PoA was executed, the couple applied for Universal Credit as a married couple. However, Person A became dissatisfied when she discovered that her benefits would be reduced as a married woman compared to what she would receive as a single parent. This financial disagreement contributed to tensions in their relationship.
19. The relationship deteriorated in early 2022, leading to their separation. Person A made false allegations against him following their breakup, which resulted in his arrest. He was subsequently released without charge.
20. Following the relationship breakdown, Person A filed complaints regarding the PoA and proxy marriage arrangements. Person B said these complaints were motivated by anger over their separation. He also noted that Person A's anger was exacerbated by the Respondent's refusal to handle her divorce proceedings.
21. Person A had a pattern of making false allegations and fabricating stories when angry. He argued that their relationship had been genuine and loving, and that the proxy marriage was a legitimate arrangement that Person A had fully understood and consented to at the time.
22. Person B contended that the Respondent had acted professionally throughout the process, charging only £60 for her services, and should not be held responsible for Person A's false allegations.

The Respondent

23. She had been practicing as a solicitor in the UK since 2002 and Nigeria since 1990 and had maintained professional integrity throughout her career. She had never been subject to disciplinary action.
24. The Respondent accepted that she had allowed Person B to sign a PoA document away from her presence, while the document indicated both parties had signed in her presence. The Respondent described this as an instant decision made when Person B arrived alone at her office on 1 June 2021, citing Covid-19 concerns for protecting a newborn baby.
25. During the relevant period, the Respondent experienced significant personal difficulties including the deaths of close friends and family members from Covid-19 and other causes, along with her own significant health issues. She testified that these

circumstances led to experience depression and thoughts of self-harm which she contributed to her decision making on the day.

26. The Respondent maintained that she had conducted two three-way phone conversations with both parties one on 29 May 2021 for initial advice and arranging the meeting, and another on 1 June after person B left her office to confirm Person A's signing. She stated she had advised the couple about marriage options in the UK and EU laws during their initial consultation, and she was satisfied that Person A had understood the significance of signing the PoA.
27. She acknowledged that the PoA document, on its face, was misleading as it suggested both parties signed in her presence. She characterised this an "administrative oversight" or "genuine mistake" due to her use of a template that assumed in-person signing. She stated she had since stopped using templates for such documents. The Respondent said that she had had no intent to deceive and that the £60 fee she had received from Person B was insignificant compared to her professional integrity.
28. The Respondent believed the complaint stemmed from person A's anger over her failed marriage rather than the PoA itself, describing it as a "witch hunt" and "transferred malice." She maintained that no harm or financial loss resulted from the PoA document. It was her view that Person A had supported the PoA and had in fact communicated information about the mechanism of using it for a proxy marriage through her social media accounts resulting in the Respondent being contacted by a Romanian man, Mr Bohm, asking for help to secure a proxy marriage. The Respondent did not advertise her services and could not account for Mr Bohm's contact other than this had been via Person A.
29. During cross-examination, the Respondent acknowledged that solicitors must act with trust, honesty, and integrity, and admitted the document would mislead anyone reading it. However, she maintained her actions were not intentionally deceptive and resulted from the challenging circumstances she faced during that period.

Findings of Fact and Law

30. The Applicant was required to prove the allegations on the balance of probabilities. The Tribunal had due regard to its statutory duty, under section 6 of the Human Rights Act 1998, to act in a manner which was compatible with the Respondent's right to a fair trial and to respect for their private and family life under Articles 6 and 8 of the European Convention for the Protection of Human Rights and Fundamental Freedoms.
31. The Tribunal had due regard to the following and applied the various tests in its fact-finding exercise:

Dishonesty

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

Integrity

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

Recklessness

34. The matters set out at paragraph 78 of [Brett v SRA \[2014\] EWHC 1974](#).

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

35. The Allegations and Findings

The Applicant's Case – Rule 12

Allegation 1.1: Signing a Power of Attorney as a Witness, Falsely Confirming Presence

- 35.1 On or around 1 June 2021, The Respondent signed a PoA as a witness, confirming that Person A and Client B signed it in her presence, when Person A had not. The PoA was drawn up to enable Client B to marry Person A by proxy in Cameroon. It appointed Djoumbu Gizel as attorney. The PoA document explicitly stated that both Person A and Client B signed in the Respondent's presence at her office on 1 June 2021.
- 35.2 Person A gave evidence asserting she never met the Respondent, did not visit her office, and signed the PoA at home in Client B's presence, believing it related to a Universal Credit claim. She was unaware of the proxy marriage until March 2022.
- 35.3 The Respondent admitted Person A was not physically present when she signed the PoA. She stated Client B attended her office alone and explained Person A's absence due to childbirth and distance (Southampton to London). She claimed to have spoken to Person A via speakerphone on 29 May 2021 (originally stated 1 June 2021, later corrected) to obtain consent and explain the PoA. She "succumbed to the plea" for Person A to sign at home "due to the Covid-19 pandemic" and her previous client relationship with Client B, and belief in the genuineness of the couple's relationship (they had a child together). She allowed Client B to take the document for Person A to sign at home on the same day, with a copy to be sent back. She received a copy of the fully signed PoA later that evening and crosschecked the signature in her Romanian Passport with that on the Power of Attorney.
- 35.4 In her closing letter to Client B dated 4 June 2021, The Respondent acknowledged receipt of the "*Joint Power of Attorney, now fully signed by you and your partner [Person A]*" and stated that "*the concession given for your partner to sign out of sight was strictly on compassionate grounds.*"

Breaches of the Principles and Code of Conduct

- 35.5 *Principle 4 (dishonesty):* The Respondent knew Person A was not present and therefore knew her declaration on the PoA was untrue. This, by the "standards of ordinary decent people," constituted dishonesty.

- 35.6 *Principle 5 (lack of integrity)*: Signing an untrue declaration, making no amendments to the PoA to reflect the departure from standard procedures, and failing to be scrupulously accurate demonstrated a lack of integrity.
- 35.7 *Principle 2 (Public Trust)*: Signing a false declaration on a significant legal document undermines public confidence in solicitors and legal services.
- 35.8 *Paragraph 1.4 of the Code*: The false declaration on the PoA misled third parties (including the one performing the proxy marriage) into believing it was validly executed, leading to Person A being married without her knowledge.

Allegation 1.2: Failure to Properly Identify Client and Make Adequate Enquiries

- 35.9 Between 29 May 2021 and 1 June 2021, the Respondent failed to properly identify who her client was (specifically Person A) and/or failed to make adequate enquiries to ensure she was acting on Person A's instructions.
- 35.10 Person A stated she had no contact with the Respondent and did not instruct her. There were no written instructions, signed letter of authority from Person A for Client B to act on her behalf, or emails/letters to Person A confirming instructions. The attendance notes were vague, referring only to Client B's "partner," and there was no contemporaneous evidence of a call with Person A. The closing letter was addressed only to Client B, despite referring to a "*Joint Power of Attorney*" and "*your joint instruction.*"
- 35.11 The Respondent maintained she spoke with Person A on the telephone and ascertained her wishes, but also stated Person A was not a client.

Breaches of the Principles

- 35.12 *Principle 5 (lack of integrity)*: The Respondent was obligated to ascertain Person A's instructions directly and verify her identity. Relying on Client B and not meeting Person A (in person or video) made it impossible for the Respondent to have ensured that she was acting on Person A's instructions.
- 35.13 *Principle 2 (Public Trust)*: The public expects solicitors to diligently identify clients and obtain proper instructions, especially for significant documents like a PoA for marriage.
- 35.14 *Recklessness (Aggravating Feature)*: The Respondent knew that she was relying on Client B to provide confirmation that she was speaking to Person A on the telephone and therefore would have known that there was a risk that she had not properly identified who her client was and was not acting on Person A's instructions. Proceeding despite these known risks was not reasonable.

Allegation 1.3: Failure to Act in Best Interests of Person A (Alternative to 1.2)

- 35.15 If Person A was a client, the Respondent failed to act in Person A's best interests by failing to ensure she was properly advised of the consequences of signing the PoA. Person A stated she received no advice from the Respondent regarding the PoA's

consequences. There was no letter of advice, no advice to seek independent legal advice, and attendance notes are generic and not confirmed in follow-up.

- 35.16 There were serious consequences as Person A was married by proxy without her knowledge, only discovering it months later.
- 35.17 The Respondent said Person A was fully aware of the nature of the document she was signing and the consequences of signing it, despite admitting she did not provide any separate advice to Person A.

Breaches of the Principles and Code of Conduct

- 35.18 *Principle 5 (lack of integrity)*: A solicitor dealing with a significant document like a PoA for marriage should be “scrupulous about ensuring that the client had been fully advised. Failing to ensure understanding, especially when not meeting the client, demonstrated a lack of integrity.
- 35.19 *Principle 7 (Breach of Best Interests)*: Failing to ensure proper advice on a significant document is not in a client’s best interests, particularly given the extremely serious consequences for Person A.
- 35.20 *Principle 2 (Public Trust)*: The public expects solicitors to ensure clients are properly advised on such documents.
- 35.21 *Paragraphs 3.1 of the Code for Solicitors*: You only act for clients on instructions from the client, or from someone properly authorised to provide instructions on their behalf. If you have reason to suspect that the instructions do not represent your client’s wishes, you do not act unless you have satisfied yourself that they do. However, in circumstances where you have legal authority to act notwithstanding that it is not possible to obtain or ascertain the instructions of your client, then you are subject to the overriding obligation to protect your client’s best interests.
- 35.22 *Paragraph 3.4 of the Code for Solicitors*: You consider and take account of your client’s attributes, needs and circumstances.
- 35.23 *Recklessness (Aggravating Feature)*: The Respondent knew that she had not sent a letter of advice to Person A and had no written instructions from Person A that she understood the consequences of signing the PoA. Proceeding despite these known risks was not reasonable.

The Respondent’s Case

- 35.24 The Respondent characterised her conduct as arising from “misplaced compassion”, stating that she erroneously allowed this to override her professional objectivity. She attributed this lapse in judgment to the impact of the COVID-19 pandemic and Person A’s status as a new mother. The Respondent said she had meant no harm or had any ulterior motives.
- 35.25 The Respondent framed her actions as an unintentional error, describing them as an oversight and a genuine mistake on her part with no intention to misrepresent. She cited

her previous professional relationship with Client B and her belief that the couple's relationship was genuine and subsisting as factors that influenced her decision-making process.

- 35.26 Regarding the nature of her professional relationship, the Respondent disputed that Person A was her client, though she maintained that she acted in Person A's best interests regardless of this characterisation and any "malice" from Person A or relationship difficulties between Person A and Client B should not influence the Tribunal's assessment of her conduct.
- 35.27 The Respondent asserted that her actions were not deliberate or motivated by any intention to mislead but rather arose from compassionate considerations during extraordinary pandemic circumstances that she argued justified departing from standard witnessing procedures.
- 35.28 During the proceedings, the Respondent highlighted the impact of the COVID-19 pandemic on her circumstances. She explained that she was classified as vulnerable due to medical conditions and had been advised she might not survive another pandemic. She contracted COVID-19, which she described as a near-death experience, and remained confined by medical and local authorities before returning to work on 1 June. She requested the Tribunal consider this unprecedented period when evaluating her actions.
- 35.29 The Respondent expressed deep regret for her error and requesting that her misjudgement on one occasion was not used to destroy a career she had built for over 22 years. The incident had caused her severe anxiety.

Allegation 1.1

- 35.30 The Respondent admitted the factual aspect of the allegation with qualification, acknowledging that Person B signed before her but Person A did not sign in her presence. The Respondent's primary defence centred on the COVID-19 pandemic context of 1 June 2021. She explained that Person A was a new mother with a five-week-old baby living in Southampton, and the Respondent sought to prevent the health risks associated with travel to London during the pandemic. The Respondent explained the personal impact COVID-19 had had on her life, including the deaths of multiple family members and friends, and her own vulnerability due to pre-existing health conditions.
- 35.31 The Respondent stated she had not anticipated Person A's inability to attend when initially drafting the Power of Attorney and only agreed to the arrangement due to the compelling circumstances presented by Person B.

Allegations 1.2 and 1.3

- 35.32 The Respondent stated that both Person A and Person B had been joint clients requiring joint authorisation for a proxy marriage. Initial instructions had been taken by telephone with plans to meet both parties at the office on 1 June 2021. The Respondent explained that pandemic restrictions had made out-of-hours telephone and text communication normal practice due to client anxiety and restrictions.

- 35.33 The Respondent clarified a previous statement where she had told Person A in May 2022 that she was “*not my client*” regarding a divorce matter. She explained this had referred to the completed power of attorney instruction being closed and her unwillingness to accept new instructions due to a perceived conflict of interest, as Person B had remained her client for an ongoing immigration matter. She acknowledged not having expressed herself properly.
- 35.34 While Person B had been an established client, Person A had been new for the power of attorney instruction. The Respondent had had prior knowledge of Person A through Person B, who had informed her of their daughter’s birth. During the pandemic, the Respondent had avoided taking new clients to ensure service quality and her own personal health, focusing on existing clients. The power of attorney had been among the first instructions when she resumed office work on 1 June 2021.
- 35.35 The Respondent asserted that both parties had been properly advised and had understood the power of attorney instruction. She cited Person B’s witness statement and an email from Mr. Bohm as evidence that Person A had been aware of the document’s purpose. The Respondent believed Person A, being literate and working in care, had understood what she signed in Person B’s presence on 1 June 2021. She stated she would have immediately invalidated the power of attorney if Person A had expressed uncertainty during or after signing.
- 35.36 The Respondent questioned Person A’s credibility, noting the complaint had come almost a year later when seeking divorce representation and Person A’s claim of not knowing where the signed document had been kept. The Respondent noted that the SRA’s use of a Romanian interpreter for Person A’s statement had been the investigating officer’s assessment, not due to Person A’s inability to understand English, as her initial complaint had been submitted in English. The Respondent expressed concern about the complaint’s motivation, suggesting it may have stemmed from her rejection of Person A’s request for divorce assistance.

The Tribunal’s Findings

- 35.37 The Tribunal considered all the evidence before it, both documentary and oral.
- 35.38 The central questions before the Tribunal concerned whether the Respondent’s conduct in witnessing the PoA document was dishonest, reckless, and in breach of the SRA Principles and Code of Conduct. While it was not disputed that the Respondent had attested to witnessing signatures when Person A had not signed in her presence, the critical issue was the Respondent’s state of mind and intentions when she acted as she did.
- 35.39 The Tribunal found the Respondent to be a credible witness who did not deviate in the account she gave. The Tribunal also found Client B to be a calm and credible witness, and his evidence was largely consistent with the Respondent’s account of events. Client B had no discernible or hidden relationship with the Respondent other than he had been her client. There was no apparent reason for him to support the Respondent. The Tribunal preferred the evidence of the Respondent and Client B to that of Person A, who the Tribunal found to be somewhat confrontational under cross-examination. Notwithstanding that the Applicant had instructed an interpreter to be present for her

evidence it was apparent from her responses that she possessed greater ability in her use of the English language than she cared to admit. This was further supported by Client B in his evidence when he stated that the two had met when employed with the care sector where a working understanding of English was an essential requirement.

Allegation 1.1

- 35.40 In applying the test established in *Ivey* with respect to dishonesty, the Tribunal noted the Respondent's characterisation of her actions as arising from misplaced compassion. The Tribunal found that she genuinely believed she was acting in the couple's best interests, motivated by benevolent rather than self-serving considerations. The minimal financial benefit she received, £60, further supported the Tribunal's conclusion that her conduct was driven by moral conviction rather than financial gain or any intent to deceive.
- 35.41 The Tribunal was struck by the evidence of the Respondent's genuine motivations and strong moral framework. The evidence revealed a practitioner who operated from what can only be described as traditional, perhaps old-fashioned, values about marriage and family. Her desire to facilitate the couple's marriage appeared to stem from deeply held beliefs that children should not be born outside wedlock and that she was helping to regularise their relationship for the benefit of their newborn child in difficult circumstances. While such an approach to legal practice may be regarded as anachronistic by modern professional standards, the Tribunal found that these beliefs were genuinely held by the Respondent and fed directly into her mindset at the relevant time and resonated with the Tribunal's assessment of her evidence.
- 35.42 The Tribunal gave significant weight to the extraordinary circumstances surrounding the Respondent's state of mind during the COVID-19 pandemic. The evidence revealed a practitioner who was medically vulnerable, had experienced what she described as a near-death encounter with COVID-19, and had suffered multiple bereavements of family members and friends during the pandemic. Most significantly, she was returning to work on the very day of the incident 1 June 2021 after extended confinement. The Tribunal also placed significant weight on the Respondent's character evidence attesting to her prior rectitude as a solicitor and her qualities as a person.
- 35.43 Next having established the Respondent's actual state of mind as to knowledge or belief of the facts the Tribunal moved to the second, objective, part of the test by establishing what ordinary decent people would think of the Respondent's conduct, knowing all the facts. It concluded that ordinary decent people would not regard her as dishonest. This conclusion was based on the Tribunal's findings that ordinary decent people would view the Respondent's motivations as benevolent rather than self-serving, that she acted from moral conviction rather than with intent to deceive, that her judgment was impaired by extraordinary circumstances, that she genuinely believed she was helping the couple, and that there was no evidence of intent to deceive for personal gain. Her traditional moral framework, personal trauma, vulnerable medical condition, and established professional reputation over 22 years pointed to error in judgment rather than deliberate deception constituting actual dishonesty.
- 35.44 The Tribunal therefore did not find the Respondent to have been dishonest.

- 35.45 The Tribunal next considered the other alleged breaches. In doing so the Tribunal adhered to the definition of integrity as set out in *Wingate*. Essentially, integrity in a professional context means adhering to the higher ethical standards that society expects from solicitors. It requires more than just honesty, professionals must be scrupulously accurate and act in ways that uphold their profession's ethical standards, not just avoid dishonesty.
- 35.46 Whilst the Respondent's traditional moral framework led her to believe she was doing good rather than harm this had been at odds with her professional obligations. No doubt she had sincerely believed her compassionate approach was justified by signing an untrue declaration, making no amendments to the PoA to reflect the departure from standard procedures, however, she had failed to be scrupulously accurate. By applying *Wingate* the Respondent demonstrated a lack of integrity. Further, such conduct undermined public confidence in solicitors and legal services. Objectively, there was no doubt that the Respondent's actions were professionally wrong, procedurally flawed, potentially misleading to third parties, and below the standards expected of a solicitor. The Respondent therefore breached Principle 5 and Principle 2 of the SRA Principles and failed to fulfil Paragraph 1.4 of the Code *proved* ("You do not mislead or attempt to mislead your clients, the court or others, either by your own acts or omissions or allowing or being complicit in the acts or omissions of others (including your client).")
- 35.47 In conclusion, the Tribunal found Allegation 1.1 proved in part.

Allegation 1.2

- 35.48 The Tribunal did not find this proved. It accepted that she believed she had been acting on Client A's instructions. The Tribunal therefore considered the alternative allegation set out in 1.3.

Allegation 1.3

- 35.49 The Respondent had treated Person A as a client. On her own account, supported by Client B, she had advised both over the telephone on 29 May 2021 and also in her closing letter she had acknowledging receipt of the "*Joint Power of Attorney, now fully signed by you and your partner [Person A] and, "your joint instruction ."*" [Emphasis added]
- 35.50 The Tribunal found that the Respondent had demonstrated an element of naivety and not acted in Person A's best interests by failing to consider whether Person A had been subject to duress and/or coercion and whether there was present a conflict of interest between Person A and Client B. In this regard the Respondent had not acted in Person A's best interests (Principle 7). Her failure to do so naturally undermined the trust the public placed in solicitors (Principle 2) and represented a failure to achieve Paragraph 3.4 of the Code (*You consider and take account of your client's attributes, needs and circumstances*)
- 35.51 The Tribunal did not find that the Respondent had lacked integrity nor failed to achieve Paragraph 3.1 of the Code. The Tribunal accepted the Respondent's evidence and that of Client B that Person A had been advised of the consequences of signing the PoA and its significance. While the Respondent had not made an immediate note of the

conversation (it had taken place on the weekend) she had incorporated this into her telephone attendance note of 1 June. The fact that the attendance note could have been more detailed did not bring the conduct within the ambit of Principle 5 or take away from the fact that core advice had been given to Person A.

35.52 Finally, the Tribunal's analysis of recklessness under the test in *Brett* required it to determine whether the Respondent perceived a risk that her conduct would breach professional standards but proceeded anyway despite that perception. The Tribunal found that recklessness was not proven because the Respondent genuinely did not perceive that she was taking a professional risk. These circumstances as set out above created what the Tribunal could only describe as a perfect storm of emotional vulnerability, impaired judgment, and complete negation of risk perception that more likely than not affected her professional decision-making capacity. The Tribunal found that the pandemic made exceptional arrangements seem normal and necessary to the Respondent, and that her emotional and psychological state prevented her from perceiving the professional risks of her actions and potential consequences. In these circumstances, the Tribunal could not conclude that she perceived a risk and proceeded anyway rather, the Tribunal found that she genuinely did not perceive the risk at all.

35.53 The Tribunal did not find the Respondent to have been reckless.

35.54 In conclusion, the Tribunal found Allegation 1.3 proved in part.

Previous Disciplinary Matters

36. There were no previous findings.

Mitigation

37. The Respondent asserted that she had always acted with honesty and integrity during her professional career. She had practiced as a sole practitioner for 15 years, presented character references from five individuals, including long-term acquaintances of over 40 years, clients, and professional contacts. She described her work ethic as client-focused, noting that she did not advertise her services as her work attracted clients through referrals. Her professional approach centred on treating all clients equally and thoroughly addressing each instruction to ensure success.

38. The Respondent disclosed that she suffered from various health conditions that affected her professional capacity and well-being. These conditions were exacerbated by the deaths of several close family members and friends. She indicated that her health issues impacted her ability to engage in certain activities and required ongoing private medical treatment due to long waiting lists for public services.

39. The Respondent expressed concerns about the potential impact of sanctions on her livelihood and dependents. As a sole practitioner, she supported multiple dependents, including her deceased brother's four children (two in university, two in secondary school), her brother's wife, and her elderly widowed aunt. She argued that preventing her from working would undermine her 23 years of practice in the UK and negatively impact those dependent on her income.

40. The respondent acknowledged expressing remorse from the beginning of the proceedings and stated that such actions would never occur again. While she did not view her actions as a bad decision, she regretted acting compassionately for someone who had not appreciated her efforts. She emphasized that this was her first complaint in her entire career and that she had never missed any deadlines or failed to meet procedural requirements during the proceedings.

Submission on Sanctions

41. Ms Udom applied for the Applicant to be heard on sanction. This was opposed by the Respondent.
42. The Tribunal refused the application. The matters were not factually complex. The Tribunal is an expert one and capable of reaching its own decision on sanction with reference to its view of the facts, mitigation, the sanctions guidance and its own experience.

Sanction

43. The Tribunal considered its Guidance Note on Sanction (11th Edition June 2022) (“the Sanctions Guidance”) and the proper approach to sanctions as set out in Fuglers and others v SRA [2014] EWHC 179. In doing so the Tribunal had to assess the culpability and harm identified together with the aggravating and mitigating factors that existed.
44. In determining culpability, the Tribunal found the Respondent’s motivation for the misconduct arose from “misplaced compassion” and deeply held traditional moral values about marriage and family. It appeared her actions had been spontaneous and not pre-planned. The Respondent made an instant decision when Client B arrived alone at her office, rather than engaging in calculated wrongdoing. She had been in direct control of her actions and though her 22 years of experience could have increased her culpability she had been overwhelmed by the circumstances as she perceived them to be on 1 June 202.
45. The Tribunal acknowledged the potential, if not actual harm to Person A. The Respondent’s conduct had been a complete departure from the “complete integrity, probity and trustworthiness” expected of solicitors and harmed the profession’s reputation. The Tribunal also considered that the Respondent did not intend nor foresee the potential for harm that would result from her actions, though this was a matter to which she should have give much more thought. It was clear that the Respondent’s subjective view impacted negatively on her professional objectivity.
46. When examining aggravating factors, the Tribunal noted that dishonesty was found not proved, eliminating what would have been a major aggravating factor. The conduct was not deliberate and calculated, was not repeated, involved no abuse of power for personal gain, and included no concealment of wrongdoing. The Respondent’s openness about her actions and the absence of any previous disciplinary matters further limited aggravating factors.
47. The mitigating factors revealed substantial mitigation. This had been a single episode, or one of very brief duration in a previously unblemished career, which described the

Respondent's situation after 22 years of practice without complaint and evidenced by her character evidence. Her demonstration of remorse provided additional mitigation though the Tribunal was not convinced that even now the Respondent clearly understood the seriousness of her conduct and the potential for harm which could have flowed from it. Crucially, the public turns to a solicitor precisely because they can advise with cool detachment and do not allow themselves to be caught up in the personal matters of their clients. The drafting of a PoA is a significant and serious event and the rules on witnessing donors' signatures are there for very good reason.

48. Her personal experiences of COVID-19, her own emotional vulnerability, impaired judgment, and complete negation of risk perception had manoeuvred the Respondent into a position where she had been at the mercy of her own confirmation biases. This represented an explanation but not an excuse for the serious misconduct found by the Tribunal to have taken place and significant professional failings.
49. In determining the most appropriate sanction the Tribunal the least serious sanctions first, adopting a 'bottom up' approach. The Tribunal found a breach of integrity under Principle 5, failure to act in the client's best interests under Principle 7 and conduct which could undermine the trust the public placed in solicitors under Principle 2 to be so serious that no order, a reprimand or fine would have been inadequate to reflect the gravity of the breaches or provide adequate deterrent effect. However, the absence of dishonesty and recklessness, combined with the circumstances found to have been present, meant that the most severe sanctions of striking off or immediate suspension would be disproportionate.
50. Therefore, the Tribunal decided that in all the circumstances a suspended suspension represented the most appropriate and proportionate sanction it could impose to mark the undoubted seriousness of the misconduct, protect the public and maintain the reputation of the profession. It also allowed for rehabilitation, permitting the Respondent to continue practicing while taking steps to recalibrate her professional objectivity and observance of the rules, Codes and Principles which govern modern practise. To this end the Tribunal directed that as part of the sanction the Respondent was to complete a further 10 hours of CPD accredited courses on these topics. It would be for the Respondent to keep the Applicant updated on her progress and for the Applicant to ensure it took requisite steps to monitor the Respondent.
51. Essentially, the suspended suspension reflected a conclusion that the Respondent's conduct, while objectively wrong and professionally inadequate, represented an error in judgment under difficult circumstances rather than a failing deserving of the most severe sanctions available to the Tribunal.
52. The Tribunal considered that this case presented a warning that even experienced professionals can make serious errors in judgment under extreme stress, that personal trauma can impair professional decision-making and risk perception, and that well-intentioned actions can still breach professional standards. Solicitors, as legal professionals must ensure that they retain professional objectivity and seek help, or at least a second opinion where there is a danger that such objectivity is challenged or capable of being compromised.

Costs

53. Ms Udom applied for the Applicant's costs, stating that the amount sought was in the sum of £30,855. Drawing on the case of *Northampton Magistrates Court, ex parte Dove (1999)*, Ms Udom said that the purpose of a costs order was not to serve as an additional punishment for the Respondent, but rather to compensate the Applicant for the costs incurred in bringing the proceedings. Further, any order imposed must never exceed the costs actually and reasonably incurred by the Applicant.
54. Ms Udom referred to Rule 43(4) of the Solicitors (Disciplinary Proceedings) Rules 2019 ("SDPR 2019"), which outlined factors the Tribunal must consider when deciding whether to make a costs order, for which party, and for what amount.
55. Ms Udom asserted that the proceedings had been correctly brought and that as a point of principle it was right that the Applicant should recover its costs.
56. Regarding the findings, Ms Udom highlighted that it was accepted that the Respondent attested that person A signed the power of attorney in her presence when she had not and it was found proved that the Respondent breached Principle 2, namely, to act in a way to maintain public trust in the profession. It was also found proved that the Respondent acted without integrity (Principle 5) and that she had breached the Code of Conduct regarding the obligation not to mislead others, including clients and the court. Under Allegation 1.3, findings were made that there was a breach or undermining of public trust, that the Respondent failed to act in the best interest of Person A, and that she did not consider person A's attributes, needs, and circumstances .
57. In such circumstances Ms Udom submitted that very serious findings had been made and that the majority of the Applicant's case had been found proved.
58. Even though the allegation of dishonesty was not proved, Ms Udom argued that it had been entirely appropriate that that this allegation had been pursued because the case required litigation and evidence to be called for the Tribunal to reach its determination. The case was centred on a very narrow event (allegations spanning from 29 May 2021 to 1 June 2021) and that many of the engaged matters or issues were interlinked . Therefore, the evidence called would have been necessary even if only the allegations found proved had been before the Tribunal, meaning the way the case was pursued and conducted would not have changed, implying the costs would have been similar regardless.
59. Regarding the proceedings themselves, the Respondent objected to the cost application of £30,855, arguing it was unreasonable compared to the initial investigation cost of approximately £1,700. She contended that the applicant had been too quick to refer the matter to the Tribunal without conducting a proper investigation, specifically failing to interview Person B, whose evidence she believed would have disproven the allegation of dishonesty. She represented herself due to financial constraints and she directed the Tribunal to her evidence of her means.

Tribunal's Decision on Costs

60. The Tribunal found that the case was properly brought by the Applicant and that serious findings were made against the Respondent, including breaches of Principles 2 and 5 and the Code of Conduct. The substantive hearing took the anticipated 3 days and all directions were complied with in a timely manner.
61. However, the Tribunal noted that the Respondent was partially successful in defending the allegations, as the dishonesty allegation,- being the most serious was not found proved to the requisite standard.
62. The Tribunal also identified significant deficiencies in how the Applicant conducted its case. The Applicant failed to interview Client B, a crucial witness whose evidence was central to the dishonesty allegation, despite the Respondent raising this in correspondence on 20 May 2024. The Applicant effectively ignored this request, and it was left to the unrepresented Respondent to obtain and submit Client B's statement, dated 13 May 2025.
63. The Tribunal was concerned that had the Applicant taken the statement itself in 2024, it may have been able to review the case and potentially withdrawing the dishonesty allegation and resolving matters without a contested hearing.
64. The Tribunal found that while the dishonesty allegation was not unreasonable to pursue initially, the failure to investigate properly after being alerted to Client B's evidence was unreasonable.
65. The Tribunal adopted a 'broad brush' approach to the costs and looked at matters in the round. It determined that while the case was properly brought and serious findings were made, a reduction from the claimed £30,855 was appropriate due to the failure to prove the most serious allegation, the inadequate investigation, and the burden improperly placed on the unrepresented Respondent. The Tribunal therefore reduced the costs to £20,000.
66. The Tribunal then carefully considered the Respondent's statement of means and financial circumstances. Taking into account the Respondent's limited financial resources, the fact that she represented herself due to financial constraints, and the need to balance recovery of costs with ability to pay, the Tribunal made a further reduction based on means to £15,000.

Statement of Full Order

67. The Tribunal ORDERS that the Respondent, ELIZABETH ORUENE IKIRIKO solicitor, be SUSPENDED from practice as a solicitor for the period of 6 months commencing on 3 July 2025, such suspension to be suspended for the period of 1 year on the condition that within the period of 1 year the Respondent undertakes CPD accredited course(s) on the Code of Conduct, the SRA Principles and professional standards of not less than 10 hours.

The Tribunal further Orders that she do pay the costs of and incidental to this application and enquiry fixed in the sum of £15,000.00.

Dated this 11th day of July 2025
On behalf of the Tribunal

T. Cullen

T Cullen
Chair