

SOLICITORS DISCIPLINARY TRIBUNAL

IN THE MATTER OF THE SOLICITORS ACT 1974

Case No. 12509-2023

BETWEEN:

SOLICITORS REGULATION AUTHORITY LTD

Applicant

and

SARAH ELIZABETH REYNOLDS

Respondent

Before:

Mr E. Nally (in the chair)
Mrs F. Kyriacou
Mrs L. McMahon-Hathway

Dates of Hearing: 15-16 May 2025

Appearances

Michael Collis, Barrister, Capsticks LLP, Capsticks Solicitors LLP, of 1 St Georges Road, London SW19 4DR for the Applicant.

Jonathan Goodwin, Solicitor Advocate, 69 Ridgewood Drive, Pensby, Wirral, CH61 8RF, for the Respondent.

JUDGMENT

Allegations

1. The allegations against the Respondent, are that while in practice as a solicitor with Parfitt Cresswell, whose office is at 4A Kingfisher Court, Bellbrook Industrial Estate, Uckfield, TN22 1QQ (“the Firm”):

- 1.1 From around 10 March 2021 to around 25 February 2022, the Respondent failed to take any action to register her client’s Lasting Power of Attorney with the Office of the Public Guardian.

In doing so she breached either or both Principle 2 and Principle 7 of the SRA Principles 2019 (“the SRA Principles”);

In doing so she breached paragraph 3.2 of the Code of Conduct for Solicitors, RELs and RFLs (“the Code”).

PROVED

2. Between 8 February 2022 and 25 February 2022, the Respondent changed the terms of her client’s Lasting Power of Attorney without her client’s consent, instructions or knowledge and sent it to the Office of the Public Guardian to be registered.

In doing so she breached either or both of Principles 2 and 5 of the SRA Principles; and breached paragraphs 3.1 and 7.11 of the Code.

PROVED as to Principles 2 and 5 and paragraph 3.1 but NOT PROVED as to 7.11 of the Code of Conduct

3. Between 8 February 2022 and 25 February 2022, the Respondent changed the date on her client’s cheque, without her client’s consent, instructions or knowledge and sent it to the Office of the Public Guardian.

In doing so she breached any or all of Principles 2, 4 and 5 of the SRA Principles.

PROVED as to Principles 2 and 5 but NOT PROVED as to Principle 4

Executive Summary

4. Person A instructed the Respondent to prepare a Lasting Power of Attorney (“LPA”) for Property and Financial Affairs, intending to appoint her three children as attorneys. On 25 January 2021, Person A sent a letter enclosing a cheque for £82 payable to the Office of the Public Guardian (“OPG”). Person A duly signed the LPA in the form drafted by the Respondent. Her children, who were notified of their appointments, also subsequently signed the LPA as attorneys and returned it to the Respondent.
5. The Respondent resigned from the Firm on 25 November 2021 and worked her three-month notice period to complete all outstanding tasks.
6. On 8 February 2022, the Respondent dictated a letter to Person A, acknowledging an oversight on her part in failing to register the LPA. The letter was typed by a member

of the administrative staff and returned to the Respondent for checking and review on 24 February 2022. That same day, the Respondent added two sentences to the original drafted letter, stating she had amended the LPA to prevent rejection by the OPG. In addition, the Respondent altered the year within the cheque date from 2021 to 2022. The changes to both the LPA and the cheque were done without Person A's approval of these changes. The letter and cheque were sent to the OPG on 25 February 2022.

7. The Respondent admitted the allegations of failing to register the LPA and altering the LPA and the cheque but denied responsibility for sending the LPA and cheque to the OPG, asserting that her intention was to seek the approval of Person A for the alterations that she had made by way of preparation before the documents were dispatched. The Respondent admitted all the breaches of the SRA Principles and Code alleged against her, except for Principle 4 relating to dishonesty.
8. The Tribunal found it unproven on the balance of probabilities that the Respondent had sent the LPA and the cheque to the OPG. The Tribunal determined, on the balance of probabilities, that her amendments to the LPA and cheque were not dishonest. The Respondent was accordingly not found to have breached Principle 4. Further, the Tribunal found on the balance of probabilities that the Respondent had not breached paragraph 7.11 of the Code requiring her to be open and honest in respect of the changes made.

Sanction

9. [The Respondent was ordered to pay a fine in the sum of £5,550](#)

Documents

10. The Tribunal considered all the documents in the case which included the documentation contained in the electronic bundle.

Preliminary Matters

11. [Application to Amend the Allegations](#)
 - 11.1 Further to the application notice received by the Tribunal dated 14 May 2025, Mr Collis applied to amend Allegations 1.2 and 1.3.
 - 11.2 The Application, made under Rule 24 of the Solicitors Disciplinary Procedure Rules ("the SDPR 2019") was for Allegations 1.2 and 1.3 to be amended as follows:
 - (a) Allegation 1.2 to two be split into two separate allegations (1.2a and 1.2b);
 - (b) Allegation 1.3 to two be split into two separate allegations (1.3a and 1.3b).
 - 11.3 Each amended allegation (a) would specify that the Respondent '*changed*' the applicable document, whilst each amended allegation (b) would specify that document had been '*sent or caused to be sent*' by the Respondent

- 11.4 Whilst conceding that the application for the amendment was late, having been submitted the day before this hearing, it was submitted that the Respondent's Answer to the Rule 12 statement admitted all of the allegations without any qualification. The Respondent's denial of sending either of the documents specified in 1.2 and 1.3 had only become apparent upon receipt of further statements from her.

The Respondent's Response to the Application to Amend the Allegations

- 11.5 It was submitted that the Respondent's Answer had been served on the Applicant a year and a half ago. The Applicant had ample time after the receipt of the Respondent's further statements in February 2024 and March 2025 to apply to the Tribunal to make the amendments sought but had not done so.
- 11.6 Whilst the Respondent did not object to the separation of the each of the allegations as sought by the Applicant, to include '*sent*', any widening of the ambit of the allegation to include '*caused to be sent*' did not reflect the allegations denied by the Respondent and effectively amounted to an 'ambush' given the late stage that the application was made. Any application made on that basis would therefore be opposed.

The Tribunal's Decision

- 11.7 The Tribunal considered with care the application and submissions made by the parties and refused the application to amend the Rule 12 Statement in the terms sought by the Applicant.
- 11.8 In refusing the application, the Tribunal took into consideration the fact that the Respondent must be afforded the opportunity to understand and deal with the allegations as pleaded.
- 11.9 Whilst the Respondent's Answer to the Rule 12 Statement may have admitted the allegations in a way that indicated that the only dispute was whether the conduct in sending the cheque was dishonesty, the Rule 12 Statement had been preceded by statements made by the Respondent and received by the Applicant in 2022. These statements clearly indicated that she did not accept responsibility for the sending of either of the documents as alleged.
- 11.10 The Tribunal determined that Allegations 1.2 and 1.3 were comprehensible in their existing form and the separation of the allegations as sought would change the nature and character of the allegations faced. Any amendment to the allegations at this late stage of the proceedings would be prejudicial to the Respondent.

Factual Background

12. The Respondent was admitted to the Roll of Solicitor on 2 April 2007. From 18 June 2012 to 28 February 2022, she practised as a solicitor with the Firm. The Respondent does not currently hold a Practising Certificate. The Respondent has an exemplary regulatory and disciplinary record.

Witnesses

13. The written and oral evidence of witnesses is quoted or summarised in the Findings of Fact and Law below. The evidence referred to will be that which was relevant to the findings of the Tribunal, and to facts or issues in dispute between the parties. For the avoidance of doubt, the Tribunal read all of the documents in the case and made notes of the oral evidence of all witnesses. The absence of any reference to particular evidence should not be taken as an indication that the Tribunal did not read, hear or consider that evidence.
14. The following witnesses gave oral evidence:
 - Evelyn Robertson – called by the Applicant;
 - The Respondent.

Findings of Fact and Law

15. The Applicant was required by Rule 5 of the SDPR 2019 to prove the allegations to the standard applicable in civil proceedings (on the balance of probabilities). The Tribunal had due regard to its statutory duty, under section 6 of the Human Rights Act 1998, to act in a manner which was compatible with the Respondent's rights to a fair trial and to respect for their private and family life under Articles 6 and 8 of the European Convention for the Protection of Human Rights and Fundamental Freedoms.
16. **Allegations 1.1**

The Applicant's Case

The Rule 12 Statement – [Click Here](#)

The Respondent's Case

- 16.1 The Respondent admitted Allegation 1.1 and the pleaded breaches of the SRA Principles and the Code.
- 16.2 In addition, the Respondent admitted the allegations of changing the documents specified in Allegations 1.2 and 1.3 but denied '*sending*' either of the documents.
- 16.3 The Respondent further admitted to all of the pleaded breaches of the SRA Principles and the Code, save for Principle 4 which was denied.

The Tribunal's Findings

Allegation 1.1 [proved in full]

- 16.4 The Tribunal was satisfied on the balance of probabilities that the Respondent's admissions were properly made.

Breaches

16.5 In conclusion, the Tribunal found the following proved on the balance of probabilities:

- (a) Breaches of Principles 2 and 7 of the SRA Principles 2019 (respectively failure to maintain public trust and confidence and failing to act in the best interests of the client);
- (b) A breach of paragraph 3.2 of the Code (the provision of service in a timely manner).

17. Allegations 2 and 3

17.1 The Tribunal was satisfied on the balance of probabilities that:

- (a) On the 8 February 2022, the Respondent dictated via the Firms case management system, a letter explaining the oversight in respect of the LPA that had not been sent to the OPG for registration;
- (b) The work was returned to the Respondent for checking and review by her administration colleague Evelyn Robertson; that included a draft letter bearing the date of 8 February 2022 that was not sent out;
- (c) On receipt of the typed letter, the Respondent, at or around 23.57hrs on the 24 February 2022, amended one section of the LPA (relating to preferences) on the LPA which had previously been signed by Person A and the attorneys to prevent it from being rejected by the OPG as she had become aware from other LPAs drafted by the Firm that the particular wording included in the preferences on this particular LPA had been rejected by the OPG ;
- (d) In addition, the Respondent changed the year date of the cheque that Person A had signed from 2021 to 2022;
- (e) The Respondent resubmitted the work for typing on or around 23:57hrs on the 24 February 2022 and the amendments to the work were completed by 09:17hrs on the morning of the 25 February 2022 by her administration colleague Evelyn Robertson;
- (f) It was Evelyn Robertson who actually dated the last page of the LPA and sent off the document and the enclosed cheque; the Tribunal found that on this occasion the amended work did not reach the Respondent for checking and review in the same way as the previous work had.
- (f) The Tribunal found that the Respondent did not send or caused either document to be sent the OPG.

Breaches

17.2 In conclusion, the Tribunal found on the balance of probabilities that:

- (a) The Respondent breached Principles 2 and 5 of the SRA Principles (respectively failure to maintain public trust and confidence, and lack of integrity);
- (b) The Respondent breached Para 3.1 of the Code (acting otherwise than in accordance with the instructions of the client);
- (c) The Respondent did not breach Paragraph 7.11 of the Code. In respect of this alleged breach, the Tribunal did not believe it had been established that the Respondent not been honest or open with Person A in respect of the changing of the terms of LPA having particular regard to the Respondents drafted letter to Person A dated 8 February 2022 and the proposed revisions to the same as included in the letter dated 25 February 2022.

Breach of Principle 4 (Honesty) in Relation to Allegation 3

17.3 The Tribunal had regards to the test of dishonesty set out in *Ivey v Genting Casinos* [2017] UKSC 67 set out as follows:

“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 this belief is a matter of evidence (often in practice determinatively) 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.”

17.4 The Tribunal found the following on the balance of probability in respect of the actual state of the Respondents knowledge or belief as to the facts on the 24 February 2022:

- (a) The Respondent knew that the cheque signed by Person A was dated 2021;
- (b) She also knew that there was a risk that of the cheque being rejected by the bank if it were presented given the fact that it had expired;
- (c) The Respondent knew that she had no authority from Person A to change the year on the cheque from 2021 to 2022;
- (d) The Respondent knew that she had 3 days to complete her outstanding work at the Firm;
- (e) She believed that the work she completed on the 24 February 2022 would be returned to her for checking and review before being sent out;
- (e) She further genuinely believed that she would be able to visit Person A and have the changes made to the document authorised and the cheque date amendment initialled before she finally left the Firm.

- 17.5 The Tribunal further found that on the balance of probability, ordinary decent people would not find the Respondent's admittedly improper and unwise action of preemptively changing the date on the cheque, with a view to subsequently seeking the client's authorisation, to be dishonest given the Tribunal's findings as to the Respondent's actual state of knowledge or belief at the time of the act concerned .
- 17.6 In conclusion, the Tribunal determined to the requisite standard that the Respondent had not breached Principle 4.

Previous Disciplinary Matters

18. The Respondent has no previous regulatory or disciplinary findings made against her.

Mitigation

19. The Tribunal accepted the Respondent's evidence on oath as consistent, truthful and credible and in respect of her narration of the circumstances leading up to her eventual departure from the firm after she had given the Firm notice of her resignation on the 25 November 2021.
20. The Respondent felt a strong sense of loyalty to clients and did all she could to resolve all the issues pertaining to her uncompleted files within her notice period, working very long hours at times and sometimes working during the early hours of the morning as a result of a very heavy workload.
21. The Tribunal accepted the medical evidence presented on behalf of the Respondent as being consistent with the actions of the Respondent's seeking perfection and sometimes leading her to act impulsively.
22. In addition, the Tribunal noted the difficulties experienced by the Respondent in balancing her family life, caring for two children who had diagnosed medical conditions and other caring responsibilities against a heavy professional workload.
23. The Respondent presented thirteen references. Among those considered was a professional character reference from a former supervisor at the Firm where she had completed her training contract. Additionally, the Tribunal noted a personal reference, which, like the professional reference, described the Respondent as hardworking and trustworthy. The references presented reinforced the Tribunal's view that the Respondent did not appear to have a disposition to act dishonestly.

Sanction

24. The Tribunal considered the Guidance Note on Sanction (11th Edition February 2025) ("the Sanctions Guidance") and the proper approach to sanctions as set out in *Fuglers and others v SRA* [2014] EWHC 1711. In doing so the Tribunal assessed the culpability and harm identified together with the aggravating and mitigating factors that existed.
25. As to sanction, the Tribunal adopted a 'bottom up' approach. The misconduct was too serious for no order or a reprimand. The fairest and most proportional sanction, even when factoring in evidence relating to the Respondent's medical evidence and character

evidence attesting to her personal and professional qualities, was a fine within the level 3 fine band.

Reasons For Sanction

26. The Tribunal found that the motivation for the conduct was a desire to progress work to completion before she left the Firm. In seeking to change the LPA and the cheque, her motivation was to ensure that the LPA was not rejected by the OPG and that the cheque was not rejected by the bank. The Respondent's actions were spontaneous and consistent with the medical evidence of her potential to act impulsively.
27. The Respondent had direct control and responsibility for ensuring that the LPA had been registered with the OPG which she had failed to do for a year. In addition, she had direct control for the changes made to both the LPA and the cheque.
28. Although there was no actual harm caused by the Respondent's conduct, there was a risk that harm could have been caused. Person A was elderly, and the Tribunal noted the potential effect that delay in the registration of the OPG could have caused for the client. Given the fact that the Respondent is an experienced solicitor of over 15 years post-qualification experience, such harm could reasonably have been foreseen.
29. The main aggravating feature of the Respondent's conduct was the fact that she should have known that the delay caused in submitting the LPA and the changes to that document and to the cheque were pre-emptive and were material breaches of obligation.
30. The Tribunal had due regard to the mitigation advanced on behalf of the Respondent and took particular note of the fact that the conduct comprised a single episode of events against the background of an unblemished career as a solicitor. In addition, the Respondent had made immediate full and frank admissions to all of the relevant allegations when notified of them. This had been maintained throughout the proceedings.
31. In the circumstances of the case including the mitigation advanced on behalf of the Respondent, the Tribunal believed it appropriate for the applicable fine imposed to be reduced accordingly from £11,000, to £5,500.

Costs

32. The quantum of costs claimed by the Applicant was set out in its itemised statement of Final Costs dated 13 May 2025 in the total sum of £23,550.
33. Mr Collis explained that the Applicant had reached a decision to cap the sum claimed in costs to avoid any financial disadvantage to the Respondent given that the case, which commenced in 2023, started under one contractual fee arrangement between the SRA and its appointed solicitors but concluding in 2025 under a different one.
34. In respect of the costs claimed by the Applicant, Mr Goodwin submitted that it would be disproportionate for the Respondent to bear the costs of seven fee earners working on a straightforward case involving a dispute on a single discrete issue, particularly

given that the Respondent had admitted all allegations, except dishonesty, from the outset of the proceedings.

35. The Tribunal noted that under Rule 43 (1) of the SDPR 2019, it has the power to make such order as to costs as it thinks fit, including the payment by any party of costs or a contribution towards costs of such amount (if any) as the Tribunal may consider reasonable. Such costs are those arising from or ancillary to proceedings before the Tribunal.
36. By Rule 43(4) of the SDPR 2019, the Tribunal must first decide *whether* to make an order for costs and when deciding whether to make an order, against which party, and for what amount, the Tribunal must consider all relevant matters such as:
 - The parties' conduct;
 - Whether the directions complied with;
 - Whether the time spent was proportionate and reasonable;
 - Whether the rates and disbursements proportionate and reasonable;
 - The paying party's means.
37. The Tribunal found the case had been properly brought by the Applicant and both parties had complied with the directions and deadlines set. Each had conducted themselves appropriately. The Tribunal noted, in particular, the following factors:
 - This case had not been one of legal complexity;
 - The Respondent had made proper admissions and agreed the factual matrix of the case, disputing only the allegation of dishonesty;
 - The Respondent's lack of means.
38. Regarding the Respondent's financial circumstances, the Tribunal noted that she was a mother of two young children with diagnosed medical conditions and was currently employed outside the profession in a lower-paying role within the family business. Additionally, she had accumulated substantial personal debt and was therefore of limited means. Her statement of means outlined her strained financial circumstances.
39. The Tribunal considered it reasonable and proportionate in the circumstances for the costs claimed to be reduced from £23,550 to £11,750.

Statement of Full Order

40. The Tribunal ORDERED that the Respondent, SARAH ELIZABETH REYNOLDS, solicitor, do pay a FINE of £5,500.00, such penalty to be forfeit to His Majesty the King, and it further Ordered that she do pay the costs of and incidental to this application and enquiry fixed in the sum of £11,750.00

Dated this 30th day of May 2025
On behalf of the Tribunal

E. Nally

E. Nally
Chair