SOLICITORS DISCIPLINARY TRIBUNAL

IN THE MATTER OF THE SOLICITORS ACT 1974 Case No. 11040-2012

BETWEEN:

SOLICITORS REGULATION AUTHORITY Applicant

and

PREETI KING Respondent

Before:

Mr R. Hegarty (in the chair)
Mr E. Nally
Mr R. Slack

Date of hearing: 22, 23 and 24 September 2015,
2, 3 and 6 November 2015

Appearances

Mr Giles Wheeler, Counsel of Fountain Court Chambers, Fountain Court, Temple, London EC4Y 9DH instructed by the Solicitors Regulation Authority for the Applicant

The Respondent appeared

JUDGMENT

Rule 5 Statement

1. The allegations against the Respondent Ms Preeti King made in a Rule 5 Statement dated 8 August 2012 as amended with the permission of the Tribunal were that she, while in practice as a Director of King Solicitors (UK) Ltd:

1.1 Withdrawn

1.2 Withdrawn

1.3 entered into a financial arrangement in respect of the referral of business contrary to Rule 9.02 of the Solicitors Code of Conduct;

1.4 failed to provide information to clients in breach of Rule 2.02 of the Solicitors Code of Conduct;

1.5 Withdrawn

Allegation 1.1, 1.2 and 1.5 were withdrawn with the consent of the Tribunal as they were subsumed into allegations in a Rule 7 Statement issued following the imposition on the Respondent of a criminal conviction.

Rule 7 Statement

The allegations against the Respondent in a Rule 7 Statement dated 16 October 2014 and amended dated 30 January 2015 were, following the numbering of that statement, that the Respondent:

1.1 failed to act with integrity contrary to Principle 2 of the SRA Principles 2011 in that she had been convicted of the criminal offence of wilful making by a sworn witness or interpreter of a false or untrue statement; and

1.2 acted in a manner likely to diminish the public trust in the legal profession contrary to Principle 6 of the SRA Principles 2011.

2. failed to act with integrity contrary to Principle 2 of the SRA Principles 2011, failed to comply with Rule 1.1 of the SRA Practice Framework Rules 2011 ("PFR 2011"), failed to comply with Rules 8.1 and 9.1 of the PFR 2011, and failed to comply with Rule 10.1 of the PFR 2011 in that:

2.1 during the course of a conveyancing transaction she held herself out to a firm of solicitors on four separate occasions as being an associate and/or solicitor of Morgans Solicitors at a time when she was neither of these;

2.2 during the course of a conveyancing transaction she provided, for the purposes of receipt of client monies, that firm of solicitors with bank details which purported to be (but were not) those for Morgans Solicitors; and

2.3 following the closure of King Solicitors the Respondent acted in the sale of 67 CH Road at a time when she was not authorised to practise as a recognised sole practitioner; she had not made an application for authorisation as a recognised sole practitioner; she was not a partner, manager or owner of an authorised body; she was not an employee of an authorised body; and was not authorised by The Chartered Institute of Legal Executives to carry out any reserved legal activities or regulated activities.

3. The Respondent failed to act in the best interests of a client contrary to Principle 4 of the SRA Principles 2011, Outcomes 1.7 and 1.8 of the SRA Code of Conduct 2011 ("the SCC 2011") in that:

3.1 following the closure of King Solicitors and at a time when she was acting in the 67 CH Road property transaction, she was not authorised to practise as a recognised sole practitioner; she had not made an application for authorisation as a recognised sole practitioner; she was not a partner, manager or owner of an authorised body; she was not an employee of an authorised body; and was not authorised by The Chartered Institute of Legal Executives to carry out any reserved legal activities or regulated activities; and

3.2 she failed to comply with Rules 4.1, 4.3, 5.1, 10.2, 10.3 and 10.12 of the SRA Indemnity Insurance Rules 2011 to put in place and keep in place ARP run-off cover as from 1 May 2013 and, further, at the time of the 67 CH Road property transaction (which followed the closure of her practice) had neither taken out and maintained qualifying insurance outside of the ARP, nor applied to enter the ARP.

4. The Respondent failed to behave in a way that maintained the trust the public places in solicitors and in the provision of legal services contrary to Principal 6 of the SRA Principles 2011 as set out at paragraph 3.1 and 3.2 above.

5. The Respondent failed to comply with her legal and regulatory obligations and to deal with her regulator in an open, timely and cooperative manner contrary to Principle 7 of the SRA Principles 2011 and Outcome 10.6 of the SCC 2011, failed to comply promptly with any written notice from the Applicant in breach of Outcome 10.8 of the SCC 2011, and failed to produce for inspection by the Applicant and to provide all information and explanations requested by the Applicant in breach of Outcome 10.9 of the SCC 2011.

6. The Respondent failed to produce at the time and place fixed by the Applicant any records, papers files, financial accounts and other documents, and any other information, necessary to enable the preparation of a report on compliance contrary to Rule 31 of the SRA Accounts Rules 2011 in that she failed to comply with the Applicant's notice of 10 September 2013.

7. Dishonesty was alleged against the Respondent in relation to allegations 1.1, 1.2, 2.1 and 2.2.of the Rule 7 Statement Dishonesty was not an essential ingredient of the allegations raised against the Respondent and therefore, it was open to the Tribunal to find the allegations proved, absent a finding of dishonesty.

Documents

8. The Tribunal reviewed all the documents including those below bearing the headings or descriptions following

Applicant

- Amended Rule 7 Statement with exhibit MJVC 1 (Tab 1 of hearing bundle)
- Respondent's Answer to the draft amended Rule 7 Statement dated 27 January 2015 (Tab 2 of hearing bundle)
- Applicant's Reply dated 20 February 2015 with attachment (Tab 3 of hearing bundle)
- Witness statement of Stephen Mark Middleton Cassini dated 29 April 2015 with exhibit SMC 1 (Tab 4 of hearing bundle)
- Witness statement of Mr Philip Marsh dated 22 July 2015 with exhibit PM 1 (Tab 5 of hearing bundle)
- Witness statement of Julian Prus Streicher dated 21 April 2015 with exhibit JPS 1 (Tab 6 of hearing bundle)
- Respondent's statement dated 17 April 2015 (Tab 7 of hearing bundle)
- Respondent's amended statement dated 31 August 2015 (Tab 8 of hearing bundle)
- Documentation upon which the Respondent relied pp1-404a (Tab 9 of hearing bundle)
- Additional document entitled Chronological Documentary evidences from the Respondent dated 14 September 2015
- Memorandum of Case Management Hearing on 4 December 2014 (Tab 10 of hearing bundle)
- Memorandum of Case Management Hearing on 28 January 2015 (Tab 11 of hearing bundle)
- Memorandum of Case Management Hearing on 22 April 2015 (Tab 12 of hearing bundle)
- Court of Appeal Order dated 21 January 2015 (Tab 13 of hearing bundle)
- Applicant's statement of costs dated 17 November 2014 (Tab 14 of hearing bundle)
- Applicant's statement of costs dated 10 February 2015 (Tab 15 of hearing bundle)
- Applicant's statement of costs as at final hearing dated 14 September 2015 (Tab 16 of hearing bundle)
- Respondent's statement of costs dated 14 September 2015 (Tab 17 of hearing bundle)
- Respondent's email of 14 September 2015 enclosing income and expenditure statement and attachments (Tab 18 of hearing bundle)
- Land Registry searches and undated property valuations (Tab 19 of hearing bundle)
- Skeleton argument of Respondent's criminal case hearing 22-24 September 2015 dated 14 September 2015 (Tab 20 of hearing bundle)
- Skeleton argument amended Rule 7 for conveyancing case hearing 22-24 September 2015 dated 14 September 2015 (Tab 20 of hearing bundle)
- Email from the Respondent to the Tribunal office dated 16 September 2015 with attachments and email from the Applicant to the Respondent dated 17 September 2015 with attachment (Tab 21 of hearing bundle)
- Further copy of email from the Respondent to the Tribunal office dated 16 September 2015 with attachments and email from the Respondent to the Applicant dated 17 September 2015 with attachments (Tab 22 of hearing bundle)

- Witness statement of Joanne McShane of the Applicant dated 18 September 2015 with exhibit JM 1 (Tab 23 of hearing bundle)
- Email dated 20 September 2015 from the Respondent to the Tribunal office and Applicant with enclosures (Tab 24 of hearing bundle; Tab 25 was included in error and contained no documents)
- Email from the Respondent to the Tribunal office and Applicant dated 16 October 2015 with document list dated 16 October 2015 and attachments (Tab 26 of hearing bundle)
- Documents handed up to Tribunal (Tab 27 of hearing bundle)
- Applicant's supplementary statement of costs as at date of final hearing dated 21 September 2015 (Tab 28 of hearing bundle)
- Applicant's supplementary statement of costs as at date of final hearing dated 21 October 2015 (Tab 29 of hearing bundle)
- Chronology of events not agreed with Respondent dated 21 April 2015
- Civil Evidence Act notice dated 22 July 2015 regarding witness statements
- Letter heading of Morgans Solicitors provided by Mr Streicher
- Extract from the Solicitors Keeping of the Roll Regulations 2011
- Applicant's authorities bundle

Respondent

Documents at Tabs of hearing bundle 2 7, 8, 9, 17, 18, 20, 21, 22, 24, 26, listed above and in addition:

- Copy of Specialist Quality Mark Certificate of Morgans Solicitors
- Letter from the Respondent to Mr Cassini dated 27 September 2015
- Bundle of documents provided by the Applicant at the Respondent's request during the hearing including:
    - Letter from the Applicant to the Respondent dated 10 September 2013 with enclosed S44B notice
    - Respondent's letter to the Applicant dated 20 September 2013 with enclosures
    - Respondent's letter to the Applicant dated 24 September 2013 with enclosed attendance notes
- Amended Request for consideration of special circumstances and other relevant points/submissions dated 31 October 2015
- Handwritten document headed Insurer CV J Prus Streicher
- Typed document headed Insurer CV of Julian Streicher
- Respondent's list of documents dated 6 February 2015
- Bundle of documents pages 1-27 including:
    - Letter from the Respondent to the CCRC dated 6 March 2015 with enclosures
    - Letter to the Respondent from the CCRC dated 9 March 2015;
    - Statutory declaration of the Respondent dated 28 November 2014;
    - Statement of agreed facts between counsel for the prosecution and defence in respect of the Respondent's criminal conviction;
    - Letter from West London Mental Health NHS trust dated 27 October 2014
- Respondent's costs schedules
- Email from the Respondent to the Tribunal office and the Applicant with bundle of documents relating to Respondent's practising certificate

- Removal from the Roll documentary evidences list of documents dated 16 September 2015 with attachments
- Further/more documentary evidence Removal from the Roll list of documents dated 18 September 2015
- Email from the Respondent to the Tribunal office and the Applicant dated 1 November 2015 with attachments

Preliminary and Other Issues

9. For the Applicant, Mr Wheeler informed the Tribunal that he would rely on the Rule 5 Statement and the amended Rule 7 Statement with attachments. He did not think it would be necessary to look back at the underlying documents with the Rule 5 Statement.

Respondent's application for the Applicant's application to be struck out on the basis that she was not on the Roll of Solicitors

10. Mr Wheeler pointed out that by letter dated 16 September 2015 emailed to the Tribunal and the Applicant, the Respondent asserted that she was no longer a solicitor and not authorised and regulated by the Applicant. The documents she had already produced in support were incorporated in the trial bundle. At paragraph 3 of her letter she stated:

> "There is **No more** application is (sic) pending for my Practising Certificate of 2014-15 or any other year of my PC application."

The Respondent went on to refer to a credit note dated 2 September 2015 refunding her practising certificate fee of £352 for 2014-2015. Mr Wheeler submitted that it was correct that the Respondent did not have a practising certificate and the fees had been refunded but holding a practising certificate was a different matter from being on the Roll of Solicitors. The documents contained a Document Coversheet regarding "Removal from the roll". This was referred to in the witness statement of Ms Joanne McShane (an employee of the Applicant) dated 18 September 2015. Ms McShane had checked the Applicant's records and confirmed that the Respondent's name had not been removed from the Roll. She further stated:

> "The [Applicant's] records show that a draft application to remove [the Respondent's] name from the Roll was received by the [Applicant] on 6 September 2015. I attach a screenshot of the [Applicant's] records at JM2. The application is recorded as a draft as it is incomplete. No decision can be made as to whether or not to remove a solicitor's name from the Roll unless a completed application has been submitted."

Ms McShane went on to state that the fact that the Respondent did not have a Practising Certificate did not mean that her name had been removed from the Roll. Mr Wheeler submitted that the evidence was clear that the Respondent was on the Roll and there was no documentation suggesting otherwise. Following the evidence of Ms McShane below Mr Wheeler submitted that the point raised by the Respondent was based on a fundamental misapprehension about the distinction between holding a practising certificate and being on the Roll of Solicitors.

Witness Evidence of Joanne McShane

11. Ms McShane confirmed the truth of her witness statement. In cross examination by the Respondent she was referred to an e-mail from JC an Authorisation Officer of the Applicant dated 2 September 2015 which confirmed that the Applicant had updated its records to reflect that the Respondent wished to withdraw her application for a 2014-2015 practising certificate and informed her that she would receive a full refund. The witness was also referred to an e-mail dated 9 September 2015 from the Respondent raising a query because her refund had not yet been credited to her account. The witness stated that the refund of a practising certificate was separate from an application for removal. The refund was made in response to the Respondent's request to withdraw her practising certificate application. The witness worked in the team which dealt with applications for removal from the Roll and confirmed that the Respondent had not submitted a final application. The authority for her position was to be found in the Solicitors Keeping of the Roll Regulations 2011.

12. The Respondent referred the witness to an e-mail from a Technical Adviser in the Authorisation Department of the Applicant Mr WA dated 24 June 2015 which referred to her practising certificate application for the year 2014-2015 being delayed pending the outcome of the Respondent's appeal of an Adjudicator's decision to refuse to issue her with a practising certificate for the practising year 2013-2014. A copy of the Appeal outcome was referred to as being attached to the e-mail. The appeal had been dismissed. The e-mail continued by asking the Respondent if she wished to withdraw her application for a practising certificate for the practice year 2014-2015 and stated that if she wished to do so the writer would arrange for a full refund of her fees for the application. The witness was referred to a further e-mail from the Applicant dated 2 December 2014 again stating that if she wished to withdraw her 2014-2015 application a full refund would be issued. The witness could not comment on this document because she did not work in the department concerned.

13. In re-examination the witness confirmed that the lack of a practising certificate did not mean removal from the Roll and a practising certificate was not needed in order to remain on the Roll. Someone who was on the Roll without a practising certificate was a non-practising solicitor and could not hold themselves out to be a solicitor. The witness clarified for the Tribunal that the Document Cover sheet attached to her witness statement which bore the words "Application: Removal from the roll" which was shown as having been created on 6 September 2015 arose as follows. If a person began an application for removal, the date that the application was started would show as the date of creation. All such applications were made online. While the application remained in draft format, the Applicant could not see its contents and if one of the Applicant's employees clicked on the application tab the document would show as blank. All the Applicant would have was the Document Coversheet. The witness also explained to the Tribunal the significance of a screenshot which was attached to her witness statement and which showed the status of the document as "Draft" and the name of the person applying as the Respondent. There was no other substantive information on the document. The witness confirmed that no work was being carried out by the Applicant in respect of removal from the Roll because they had no information to work on. The witness confirmed that if an application for removal had been effected it would show on this screenshot. It was possible that the Respondent had input something onto the system and not submitted it. The witness also confirmed

that the screenshot was an internal document within the Applicant's system and would never be seen by someone from outside. The Respondent would not have seen it.

Respondent's Submissions

14. The Respondent rejected the suggestion that there was a difference between holding a practising certificate and being on the Roll of Solicitors. The Tribunal asked the Respondent why, if she had applied to withdraw her application for a practising certificate and if she believed that would result in her coming off the Roll, she subsequently began an application online to come off the Roll. The Respondent submitted that she had not begun that application. She stated that for 20 months the Applicant had sent her e-mails about withdrawing her application and finally she had taken the decision that the Applicant could withdraw her from the Roll. She agreed that she had then started the process of applying to come off the Roll but this was not done online. The Respondent referred to the documents before the Tribunal which related to her application to withdraw her practising certificate application and submitted that the two things were the same.

(The Tribunal adjourned for a short period in order that the Applicant's representatives could show to the Respondent Rules 10 and 11 of the Solicitors Keeping of the Roll Regulations 2011.)

15. Upon resuming, the Respondent indicated that she was not prepared to accept that there was a difference between holding a practising certificate and being on the Roll and submitted that there was no mention of that in the document she had been shown. The Tribunal referred the Respondent to Rule 6.1 which stated:

> "The SRA shall at such times it decides appropriate ask every solicitor without a practising certificate whether the solicitor wishes his or her name to remain on the Roll."

The Respondent replied that the Applicant had not asked her if she wanted to remain on the Roll. She asserted that the Applicant's representatives had not produced any authority to show there was a difference between holding a practising certificate and being on the Roll. She submitted that if she had been kept on the Roll she should not have been refunded her practising certificate application fee and referred again to the e-mail from JC of the Applicant dated 2 September 2015 about the refund. The Respondent submitted that she had been removed from the Roll on 2 September 2015 and was no longer a solicitor after that date. For the last 20 months the Applicant had wanted the Respondent to withdraw her application for a practising certificate and so she wrote doing so and saying the Applicant could remove her name from the Roll and it did so on 2 September 2015 and refunded her fee. She had 20 years' experience and the Applicant had never refunded the fee if it was keeping someone on the Roll. She asked to be presented with case law in order to be satisfied. The Respondent also asked the Tribunal to dismiss the Applicant's application against her with costs and make any other order in her favour to relieve her as she was no longer a solicitor.

Determination of the Tribunal in respect of the Respondent's Application for the Case to be Dismissed

16. The Tribunal had regard to the submissions for the Respondent, the submissions for the Applicant and the witness evidence of Ms McShane as well as the provisions of the Solicitors Keeping of the Roll Regulations 2011. The Tribunal had regard to regulation 6.1 and also to regulation 10 which empowered the Applicant to refuse to remove from or restore to the Roll the name of a solicitor or former solicitor against whom there was an outstanding complaint and regulation 11 which provided that the Applicant should not remove from or restore to the Roll the name of any solicitor or former solicitor against whom disciplinary proceedings were pending before the Senior Courts or the Tribunal. All the evidence to which the Tribunal had been directed by the Respondent related to the issue of whether she would maintain her application for a practising certificate or withdraw her application for the year 2014/2015. The Respondent had produced no evidence that she had completed an application for removal from the Roll let alone that such an application had been processed and granted by the Applicant. The Tribunal accepted the evidence of Ms McShane about how the process of application for removal operated and Ms McShane's evidence that the Respondent was still on the Roll. It was well established that there was a distinction between a solicitor remaining on the Roll and holding a practising certificate. The Tribunal rejected the Respondent's assertion that an application to withdraw an application for a practising certificate and receipt of a refund of practising certificate fee constituted or inevitably led to removal from the Roll. The Respondent was on the Roll of solicitors. The Tribunal refused her application to dismiss the proceedings and would proceed to hear the application against her. The Tribunal also rejected the Respondent's application for costs in connection with her unsuccessful application for dismissal.

Respondent's Application to the Criminal Cases Review Commission

17. At various points during the first three days of the hearing the Respondent referred to her application to the CCRC, evidence of which was before the Tribunal. The Respondent asked that the hearing be postponed until after the application to the CCRC had been determined. She submitted that she could not otherwise obtain justice. She had reminded the CCRC by letter of 10 September 2015 and asked them to deal with her case as soon as possible. Mr Wheeler submitted that the Tribunal was entitled to rely upon Rule 15(2) of The Solicitors (Disciplinary Proceedings) Rules 2007 ("SDPR") which stated:

> "A conviction for a criminal offence may be proved by the production of a certified copy of the certificate of conviction relating to the offence and proof of a conviction shall constitute evidence that the person in question was guilty of the offence. The findings of fact upon which that conviction was based shall be admissible as conclusive proof of those facts save in exceptional circumstances."

The Tribunal pointed out that under Rule 21(5):

> "Where the Tribunal has made a finding based solely upon the certificate of conviction for a criminal offence which is subsequently quashed the Tribunal may, on the application of the Law Society or the respondent to the application in respect of which the finding arose, revoke its finding and make such order as to costs as shall appear to be just in the circumstances."

Mr Wheeler submitted that if the CCRC decided to send the Respondent's conviction to the Court of Appeal and her conviction were to be overturned, she could apply under Rule 21(5); it would be too much of an indulgence to hold off further when this rule came into play. Rule 15(2) enabled the Tribunal to deal with a criminal conviction on the basis of the certificate of conviction. It could not be known how long the CCRC process would take including any referral to the Court of Appeal if the application to the CCRC were to be successful. Furthermore it was open to the Respondent to make submissions to the Tribunal about any exceptional circumstances such as would persuade it not to rely on the criminal conviction. If she was ultimately successful in overturning the conviction the Respondent could seek the benefit of Rule 21(5) in respect of that part of the application against her. The Tribunal did not consider it to be in the interests of justice to defer the Tribunal proceedings and await the outcome of the CCRC process. Subsequently in her written submissions dated 31 October 2015 which she used during the second three days of the hearing in November 2015, the Respondent referred to the CCRC having refused her application but indicated that she would seek a review of that decision.

Admission of Documents

18. The Tribunal noted that the Respondent had provided to the Tribunal but not to the Applicant a 27 page bundle of documents at the head of which was documentation relating to her appeal to the Criminal Cases Review Commission ("CCRC"). A copy of the bundle was provided to Mr Wheeler for the Applicant.

19. During the course of the hearing the Respondent referred to documents numbering 372 in total which she had provided to the Applicant. Mr Wheeler confirmed they had been received in February 2015. He explained that there had been a change of personnel at the Applicant and the first set of documents could not be located and the Respondent had been asked to provide another copy. At various stages the Respondent had provided amended indices to her documents. It transpired there were some documents referred to in the index of February 2015 which were not in the September 2015 index but the Respondent's documents now incorporated in the hearing bundle numbered more than the 372 in the original set. The Respondent asserted that there were documents missing from the hearing bundle. The Chairman explained that a lot of the documents in the February 2015 list were already before the Tribunal and he asked the Respondent to go through her documents in the hearing bundle and if she maintained that there were any missing to bring copies of those documents to the hearing the next day. The Respondent expressed concern that she would not have sufficient time to identify the documents. The Tribunal informed her that this could be done when hearing resumed for a fourth day at a date later. The Respondent submitted further documents at the adjourned hearing including a complete version of the statement of Mr EJ a witness in Mr HA's trial which she stated she had already provided to the Applicant in February and September 2015.

During the first part of the hearing the Tribunal only had the first two pages of the statement.

20. On 23 September 2015, day two of the hearing the Respondent produced a copy of a letter from her to the Investigation Officer Mr Cassini dated 27 September 2013 referring to his letter of 23 September 2013. In her letter she asked him to send "my amended letter to SRA dated 20 September 2013 along with enclosures and also please send my letter dated 23 September 2013/enclosures and this letter (or correspondences)..." On 24 September 2015, Mr Wheeler informed the Tribunal that assisted by the Respondent's letter dated 27 September, the IO had checked his file and found a further version of the Respondent's response letter dated 20 September 2013 and apologised for it not being available at an earlier stage. The IO could be recalled to give evidence upon it if necessary. The Tribunal determined that it would admit into evidence a bundle of documents provided by the Applicant which it had also located on its file prompted by the letter from the Respondent to Mr Cassini dated 27 September 2013. The documents included the final page of a letter from the Respondent to the Applicant dated 20 September 2013 which page had not been in the hearing bundle. It was clear from the bundle that the Respondent had submitted her letter of 20 September 2013 in two versions, the first of which as set out in a letter from her also of 20 September 2013, did not include the fourth page of her first letter. She stated that she had amended her letter and re-enclosed the amended version with all four pages. The Tribunal did not consider that it was necessary to recall Mr Cassini as the documents were self-explanatory. The Respondent asked that the letter of 23 September 2013 with enclosures which was referred to in her letter of 27 September 2013 be produced. It was pointed out to her that this was her letter and she should have retained a copy. The Tribunal asked Mr Wheeler to see if the letter could be found but was not prepared to delay proceedings on that account. Subsequently at the end of her cross examination by Mr Wheeler on the fifth day of the hearing in November 2015, the Respondent again raised the issue of her 23 September 2013 letter which she wished to rely on in her defence. She was asked about its contents and stated that it related to the letter from the IO date 10 September 2013 (the formal letter with schedules of documents required by the Applicant which the IO left on the day he first visited the Respondent's premises). The Respondent asserted that whatever she found of those documents were enclosed with her 23 September 2013 letter; this was very helpful to her in her case. The Tribunal pointed out that she had said in evidence that she had no access to documents of the firm. The Respondent agreed that she did not have access when she sent this letter or that dated 20 September but she sent what documents she found. The Respondent had typed the letter herself. She said it was very important. When asked she said she could not recall where she sent the letter. It was not possible for the Tribunal to take this matter further; the Respondent who stated that she had written the letter had not produced a copy of it, the Applicant who was the intended recipient did not have a copy.

<u>Application by the Respondent to adjourn the proceedings partway through her evidence in chief</u>

21. At the commencement of the third day of the hearing 24 September 2015, the Respondent submitted that she needed to take legal advice on her replies to questions put to her while giving evidence and sought an adjournment. It was explained to her

that she was already a sworn witness and partway through giving her evidence. She submitted that the authorities provided by the Applicant were all against her and she needed to obtain authorities in her favour. It was pointed out to her that she had known about the hearing for some time and that after proceedings were adjourned later that day would have until 2 November 2013, the date when hearing was to resume, to prepare. The Respondent stated that she had not been aware that the Tribunal would "cross-examine" her. This comment was made in the context that with her consent, the Tribunal Chairman had been trying to assist her, as she was unrepresented, by asking her to address the allegations in turn and at some points seeking clarification or confirmation or summarising her evidence. The Chairman explained that the Respondent could give her evidence without his assistance but the Tribunal was concerned that she should address all the allegations brought against her. The Respondent submitted that she wished to take legal advice in respect of the criminal conviction, the Tribunal having referred her to the case of Shepherd v The Law Society: 15 November 1996 in the Court of Appeal particularly on exceptional circumstances and Rule 15(2) of the SDPR. Her particular attention was drawn to the judgment where it was stated:

> "Public policy requires that, save in exceptional circumstances, a challenge to a criminal conviction should not be entertained by a Disciplinary Tribunal for the reasons quoted above from the Master of the Rolls' judgment. If this appellant's arguments were right, he should have been allowed to challenge his conviction before the Tribunal even if he had appealed unsuccessfully to the Court of Appeal Criminal Division. That could, in theory, have lead after a conviction by a jury on the criminal burden of proof, upheld by three Appeal Court Judges, to exoneration by a Disciplinary Tribunal on the civil burden of proof. Moreover to achieve it, the witnesses in the criminal case would have had to undergo the trauma of a rehearing. In the absence of some significant fresh evidence or other exceptional circumstances such an outcome could not be in the public interest. Here the appellant had not even applied for leave to appeal. There were no exceptional circumstances. What he wished to do was to have a rehearing of the criminal trial in which he could conduct his own case, as he submitted to us, better than his leading counsel. We are in no doubt that the Tribunal were right to refuse an adjournment and refuse the appellant and opportunity to mount such an operation."

22. For the Applicant, Mr Wheeler submitted that the Respondent was now under oath and even if she had had legal representation from the outset she would be subject to a heavy restriction on her ability to discuss the case with her representative and it was hard to see how she could discuss her evidence with a legal adviser without breaching that constraint. He would oppose any adjournment application for legal advice to be taken. The rule was there so that the Respondent did not tailor her evidence in the light of advice given and so that the legal representative did not, even unintentionally, influence what she said. If she sought legal advice at this point she would have to explain to the lawyer what evidence she had relied on and what she was saying and possibly what she would say. There would inevitably be a breach of the ban on discussing her evidence. The Tribunal pointed out that this was an unusual situation where the Respondent was not represented but that if she gave contrary evidence after seeking advice the Tribunal could take that into account because it was an expert Tribunal. Mr Wheeler was requested to address the Tribunal on what harm there

would be in the Respondent obtaining legal advice in the intervening period before the hearing resumed in November. Mr Wheeler relied on the possibility of the Respondent giving different evidence after taking legal advice. He also pointed out that the Respondent had been represented at various points in the history of these proceedings and had had ample opportunity before the substantive hearing commenced to take legal advice. If having not done so before the substantive hearing she had wanted an adjournment she should have made that application at the outset of the substantive hearing and it was now too late. In response to this point the Respondent stated that she could not afford representation for the final hearing.

Determination of the Tribunal in respect of the Respondent's Application to adjourn partway through her witness evidence

23. The Tribunal carefully considered the Respondent's application. The Respondent was a solicitor and had been represented at various earlier stages of the proceedings by solicitors. She had been aware of the hearing date for some time and had made various attempts to have it adjourned, unsuccessfully on health grounds. The Respondent had allowed the prosecution to open its case and present all its evidence and the only indication of concern she had given was that she wanted the Tribunal to await the outcome of the CCRC's consideration of her criminal matter which the Tribunal was not prepared to do. Before commencing her evidence the Respondent had been informed by the Tribunal of the contents of its Practice Direction 5 including the implications of failing to give an account of herself as a professional person and also of the fact that if she did give evidence she would be open to cross-examination. The Respondent had availed herself of the opportunity to cross-examine all the prosecution witnesses and had done so assertively. The Tribunal had to have regard to proper procedure including the importance of being even handed between the parties. The Tribunal also had regard to its Policy/Practice Note–Adjournments which clearly set out that the inability of the Respondent for financial or other reasons to secure the services of a representative at the hearing was generally not regarded as providing justification for an adjournment. The Tribunal had a great deal of experience in dealing with unrepresented solicitor Respondents. In all the circumstances the Tribunal did not consider that it would be in the interests of justice to truncate the hearing at this point. It would continue hearing the Respondent's evidence in chief. As already determined the matter would resume on 2 November 2015 with a time estimate of two or possibly three days. It was open to the Respondent to seek legal advice during the adjournment, as she had done in respect of interlocutory hearings in the past but it would be necessary for her to explain to any legal adviser that she was a sworn witness partway through giving her evidence in chief. The Respondent's application to adjourn at this point was therefore refused. As the Respondent had expressed some concern about the Chairman's attempts to assist her by eliciting her evidence, he would cease doing so. The Tribunal would of course be at liberty to ask any questions that it might have about her evidence and would also ensure that the Respondent was reminded of the need to cover all the allegations against her in giving her evidence. The Respondent then enquired of the Tribunal what it wanted her to do and whether it wished her to read documents. The Respondent was advised that it was a matter for her to determine whether she wished to read her evidence or take the Tribunal through it.

<u>Directions and other matters at the conclusion of the third day of hearing</u>

24. Following a discussion about future conduct of the matter, the Tribunal made directions. The Tribunal emphasised that if the Respondent wished to produce more documentation and authorities she must serve them on both the Tribunal and the Applicant by 4pm on 16 October 2015. For the Applicant, Mr Wheeler expressed concern that the Respondent was undertaking legal work but did not have a practising certificate although on the Roll. He was raising this to avoid any suggestion that the Applicant might condone anything which the Respondent might be doing. She should not be holding herself out as a solicitor and undertaking reserved activities. The Tribunal explained that this was not a matter that it could address. The Tribunal emphasised that if the Respondent took legal advice she must tell her lawyer that she was in the middle of giving evidence. The Memorandum repeated that. If her lawyer contacted the Applicant it too could remind the lawyer of the Respondent's position.

<u>Application by the Applicant to withdraw Allegations 1.1, 1.2 and 1.5 in the Rule 5 Statement</u>

25. The Tribunal was advised by Mr Wheeler at the beginning of the presentation of the case for the Applicant that the evidence in the Rule 5 Statement relating to the Respondent's evidence given in the criminal court had been overtaken by the Rule 7 Statement and her criminal conviction. Therefore allegations 1.1, 1.2 and 1.5 in the Rule 5 Statement had effectively been subsumed into the allegations in the Rule 7 Statement. The Tribunal pointed out at the conclusion of the Respondent's evidence and before the Respondent made her submissions that the allegations arising from the evidence in the Respondent's criminal case: 1.1, 1.2 and 1.5 in the Rule 5 Statement must either be left to lie on the file or withdrawn if they were not to be proceeded with. Mr Wheeler indicated that he sought to withdraw those allegations but only on the basis that they were repeated in the Rule 7 Statement; the Applicant was not saying that it could not prove them. The Tribunal gave permission for allegations 1.1, 1.2 and 1.5 in the Rule 5 Statement to be withdrawn. The Respondent did not object.

Factual Background

26. The Respondent was admitted in 2002 and at the time relevant to the allegations in the Rule 5 Statement was practising as a Director of King Solicitors (UK) Ltd ("the firm") in Southall, London. She held a practising certificate for the period 1 November 2012 to 31 October 2013 free from conditions. Her application to renew her practising certificate for the period 2013-2014 was referred to adjudication.

27. The Respondent practised from her home address in Southall.

28. An investigation was commenced by Mr Ian East, an Investigation Officer ("IO") of the Applicant, and as a result he prepared a Forensic Investigation ("FI") Report dated 6 March 2012.

29. On 20 September 2011, at the trial of Mr HA on charges of providing immigration advice and services contrary to the Immigration and Asylum Act 1999, the Respondent gave evidence on oath. During the course of the cross-examination on the first day of the Respondent's evidence, a number of documents were put to her by

counsel for Mr HA. The Respondent was directed by the Judge to produce bank statements for the calendar years 2007 and 2008 and evidence of four named clients.

30. On the second day of giving evidence 21 September 2011, the Respondent produced a number of documents.

31. During the course of cross-examination by counsel for Mr HA and questioning by the Judge, the Respondent gave further evidence.

32. On 8 August 2012, the Applicant lodged a Rule 5 Statement making allegations arising from the Respondent's conduct at Southwark Crown Court between 19 and 21 September 2011. The Respondent did not file any Response but was subsequently the subject of a criminal trial and conviction relating to the evidence which she had given.

33. Subsequent to and separate from the events referred to in respect of the Respondent's criminal conviction, an investigation was commenced by Mr Stephen Cassini, an IO of the Applicant and as a result he prepared an FI Report dated 30 September 2013.

Rule 7 Statement Allegation 1.1

34. On 18 August 2014, at Woolwich Crown Court, the Respondent was convicted upon indictment of the criminal offence of wilful making by a sworn witness or interpreter of a false or untrue statement. She was sentenced to six months imprisonment suspended for 24 months. The facts were summarised in the Rule 5 Statement as follows. On or about 18 May 2010, the Respondent gave a witness statement in a criminal investigation, containing a statement of truth, which used words to the effect that the Respondent had not entered into a business or professional relationship with HA. At a criminal trial of HA at Southwark Crown Court between 19 and 21 September 2011, the Respondent gave evidence on oath that:

- she had never entered into any agreement or conducted any business with HA;
- HA had not introduced clients to her;
- she and her practice had not received any payment from HA.

The Respondent accepted under cross-examination and under questioning by the Judge at the trial that:

- she had entered into a business relationship with HA;
- her practice had received payments from HA
- she had caused or allowed her firm to send letters on its letterhead which had been drafted by HA.

Rule 5 Statement Allegations 1.3 and 1.4

35. These allegations relating to the requirements governing referrals at the material time arose out of the evidence given by the Respondent in the trial of Mr HA when in cross examination and under questioning by the Judge, she made the admissions set out above.

Rule 7 Allegation 2.2 Holding out

36. On 2 May 2013, the Respondent informed the Applicant by e-mail of that date that she had closed the firm and merged with Morgans Solicitors (of Harrow, Middlesex). In addition, by way of her letter of 20 September 2013, the Respondent stated as follows:

> "Furthermore, from 1st of May 2013, the firm has no more "Certificate of Authorisation" to run the practice. There is no The Law Society find a solicitor/firm detail in their website. MYSRA website record is also showing about the firm, "Removal from the Roll". The King Solicitors (UK) Ltd is no more existed and not regulated by the Solicitors Regulation Authority."

37. On 13 May 2013, the Applicant was informed by e-mail by Morgans Solicitors that there had been no merger between the Respondent and Morgans Solicitors. In addition the email stated that Morgans Solicitors was not a successor practice to the firm.

38. On 17 May 2013, the Respondent informed the Applicant of having received confirmation from Companies House that the firm had been closed. The company was dissolved on 8 October 2013.

39. At all times Morgans Solicitors was the name under which Mr Julian Prus Streicher ("Mr JS") practised on his own account as a recognised sole practitioner authorised by the Applicant.

Flat in CH Road, London

40. The Respondent acted for the seller, Mr S, and Mr Philip Marsh ("Mr M") of Darbys LLP ("D LLP") acted for the purchaser Ms F.

41. On 13 May 2013 at 19:37 hours, the Respondent e-mailed Mr M requesting his help regarding various conveyancing protocol forms. The e-mail was signed off with the following text:

> "We thank you very much your cooperation.
> Kind regards
> P King
> Morgans Solicitors
> [Address of King Solicitors (UK) Ltd Southall]
> Phone:… Mob:…
> E-mail: p.king.morgan.solicitors…"

42. On 25 May 2013, the Respondent wrote to Mr M on what appeared to be Morgans Solicitors letter headed paper giving the same contact details as in her e-mail of 13 May 2013. At the bottom of the letter the following words appeared:

"Principal Solicitor: *Julian Streicher*
Associate: P King"

43. On 31 May 2013, the Respondent again wrote to D LLP on what appeared to be Morgan Solicitors' letter headed paper. This letter gave the same contact details at the top but at the bottom of the letter the following appeared:

"*Solicitors: Julian Streicher & P. King*"

44. On 3 June 2013, Mr M wrote to the Respondent at Morgans Solicitors enclosing, amongst other things, a cheque in the sum of £39,500 being the deposit on the purchase of 67 CH Road. The address to which Mr M wrote in Southall was the same as appeared in the e-mail and letters sent by the Respondent earlier referred to.

45. On 3 June 2013, there was an exchange of emails between the Respondent and Mr M regarding the purchase and on 7 June 2013, the Respondent sent an email to Mr M attaching certain documents relevant to it. The contact details appearing at the end of the email of 7 June 2013 were the same as in her 13 May email.

46. On 10 June 2013, Mr M sent an e-mail to the Applicant regarding the Respondent, Mr M having been informed by Mr JS, the principal of Morgans Solicitors, that the Respondent did not work for Morgans Solicitors and had no authority to use his letterhead.

47. Completion on 67 CH Road was due on 10 June 2013 and a copy of the CHAPS payment request of that date showed the payee's details as follows;

"Details: Balance to complete
Payee: Morgans Solicitors
Payment Method: CHAPS Transfer
Value: £357,500.00"

"Notes: HSBC BANK ACCOUNT NUMBER…
(Sort Code:…), Morgans Solicitors, Southall (UK)"

The HSBC recipient bank with that sort code and account number was located in Hounslow. This was not the account of the firm provided by the Respondent to the Applicant previously.

48. The recipient bank account details were not those of Morgans Solicitors.

Rule 7 Allegations 2, 3 and 4

49. The facts relating to 67 CH Road set out above were also relevant.

50. On 10 September 2013, the IO Mr Cassini commenced his inspection but was unable to gain entry to the Respondent's office or to meet with her. He did however take a photograph of the signage appearing in the window at the Southall property that read as follows:

> "King Legal Services
> Commissioner for Oaths
> T...
> M...
> F...
> Email:
> kinglegalservices ..."

The telephone number and mobile number were the same as those which appeared in the Respondent's e-mails of 13 May and 7 June 2013 and the letter heading of her letters of 25 and 31 May 2013.

51. On 24 April 2014, the IO carried out a walk-by of the Respondent's premises in Southall taking various photographs. The contact details for King Legal Services gave the same telephone and mobile numbers as the Respondent used in the two e-mails and two letters referred to above together with additional new contact details.

52. On 23 September 2013, the Applicant received the Respondent's letter of 20 September 2013 in response to the Applicant's letter of 10 September 2013. Amongst other things, the Respondent enclosed a copy of her certificate dated 27 September 2011 issued by the Institute of Legal Executives and at the end of her letter the Respondent stated:

> "From 1st of May 2013, the King Legal Services had been registered with The Chartered Institute of Legal Executives, Authorise (sic) and Regulated by the Ilex Professional Standard & The Chartered Institute of Legal Executives."

On 10 September 2013 as set out in the FI Report, the Respondent stated to the IO that she was a Fellow of The Chartered Institute of Legal Executives. On 16 September 2013, the Applicant was informed by an investigation officer at ILEX Professional Standards Ltd as to the Respondent's membership status. The letter stated, amongst other things:

> "I can confirm that [the Respondent] is an Associate member of CILex... As an Associate member [the Respondent] is able to use the designator letters ACILex... However, Associate membership does not confer any practice rights and as such, [the Respondent] is not authorised to carry out any reserved legal activities or regulated activities by virtue of her Associate membership."

<u>Rule 7 Allegations 3 and 4</u>

53. On 1 October 2012, the firm entered the Assigned Risks Pool ("ARP"), being allowed to remain for an extended seven month period until 30 April 2013. The Respondent paid the premium of £3,171.29 for that period but failed to pay the run-off premium of £6,363.90 plus tax although a partial waiver was granted with the premium being

reduced to £1,500 plus tax being the minimum premium provided for under the rules, on condition that she paid that sum in full by 30 September 2013. The Respondent made no payments.

54. On 20 September 2013, the Respondent wrote to the Applicant saying amongst other things that she had sought a waiver in respect of the obligation to take out run off cover. The Respondent had previously informed the Applicant that she was seeking a waiver by way of her e-mail dated 17 May 2013 including:

> "...I cannot pay at all the company run-off cover and looking for waiver."

55. By way of a decision of 20 January 2014, the Respondent's application for a waiver from the requirement to pay run-off cover was refused and on 10 February 2014, the Respondent was informed by the Applicant that as her appeal had been unsuccessful that was the end of the internal process.

Rule 7 Allegations 5 and 6

56. These allegations arose out of the requests to the Respondent and requirements of the Applicant in carrying out its investigation and the Respondent's dealings with the Applicant during the investigation.

Witnesses

57. **Mr Sean Cassini** gave evidence. In cross examination the witness explained that the purpose of the investigation was to establish whether the firm had been closed or not. He could not complete his investigation and so at the time he did not know whether the firm was closed, as the Respondent asserted, on 1 May 2013. As to whether there had been an earlier thorough investigation of the firm, the witness stated that one of his former colleagues investigated to determine if the firm was closed and was provided with information which suggested that it was in the throes of closing. The purpose of that investigation by Ms KB was to see how far the process had gone. As the witness had set out in the FI Report he went to the Respondent's home address on 10 September 2013 and knocked on the door, received no answer and put the investigation notification letter through the mailbox which was standard procedure if there was no response from the firm. The letter was the only notice required of the Applicant. The witness stated that there had been previous telephone conversations and it was intimated that some information had been previously provided in terms of bank statements, and information had to be reconsidered to find out what the current position was. He agreed that the Respondent had made a written reply restating what she had said on the telephone but this was not sufficient to satisfy the investigation. As to whether the witness had breached the Respondent's right to private life by coming to the address without notice when she was not there, the witness stated that the address was her practising address. The witness stated that one of the reasons for the investigation was to determine if the Respondent was employed by the firm at the time but he could not complete the investigation and did not really even start it.

58. The witness was asked by the Respondent why a letter from the witness dated 23 September 2013 about the witness's attempts to arrange a meeting with the Respondent was addressed to her personally at the Southall address whereas other

letters were addressed to the firm. The witness explained that sometimes he wrote to the home address and sometimes to the practice address. The letter clearly had a heading concerning the investigation into the firm and using the personal form of address to the Respondent did not alter the fact that the Applicant was still investigating the firm. The witness had been an IO since 2003 and with the Applicant since 1995. In his experience over 12 years, two to three times a year he visited the private home of a solicitor. All received some notice and the Respondent had received the investigation notification letter. When visiting what was immediately apparent to be a private home the witness was usually accompanied by a colleague but it was not that unusual for that not to happen when a solicitor practised from their home address especially if it was not a conventional home address. The road in Southall was a thoroughfare to the shops in what used to be described as a parade. Commercial shop premises were located on both sides of the Respondent's address. When there were separate home and office addresses the IO would probably write to both which was normal procedure; he would have delivered the letter to both.

59. The witness was asked about what documents he had requested and he stated that he had not asked for files but ledgers. He did not ask for specific documents; he had asked for all banking information and accounting records regarding the Respondent and the firm. In respect of any explanation the Respondent might have given as to why she could not supply documents, the witness stated that the Respondent mentioned that she had already provided documents to his former colleague but he needed current information.

60. As to why the witness rejected the Respondent's suggestion that the investigation be carried out in writing rather than face-to-face, in his experience that was not a good way to carry out an investigation; it was a very ineffective way to do it. He had difficulty with what the Respondent was asking him and she had difficulty with what he was asking and at least initially it would be face-to-face.

61. The Tribunal asked the witness about the photographs of the firm's premises which were attached to his statement. He agreed that he had taken photographs on two separate occasions in April and September 2014 as set out in his statement and he agreed that the signage was virtually identical. He agreed with the Tribunal that the information in the two sets of pictures was different and commented that there was more information on the signage on the second occasion. He had not interfered in any way with the pictures but the colours on his phone camera seemed to have created something of an issue. The witness agreed that he had drawn the conclusion that some legal activity was going on from the signage; it was indicative but he did not just go by what was in the windows. He had also looked at social media to see if there was continued activity and social media indicated there was. One of the reasons for the investigation was that the Applicant did not know if regulated activity was being undertaken. In re-examination the witness agreed that some of the lettering appeared to be missing from the signage and that this might be because it was in colours which did not print out well.

62. In respect of the telephone conversation which the Respondent and the witness had on 10 September 2013, the witness felt that they were going round in circles; both had difficulty understanding the other. The conversation went on quite a long time and as he said in his attendance note there was no point in continuing. The Respondent was

rather anxious. The witness confirmed that no meeting occurred between the witness and the Respondent. His team manager wrote to the Respondent to try to get her to engage face-to-face.

63. The witness was referred to a screenshot of a website dated 23 September 2013 attached to his statement which he said came from a search of the Internet which he had undertaken to illustrate that, taken together with the photographs, it looked as if the firm's business was still active. He had looked that morning and the website still said "King Solicitors Commissioners for Oaths". He had also looked on Facebook.

64. **Mr Philip Marsh** gave evidence. He was a solicitor and partner in Darbys Solicitors LLP. In cross examination the witness stated that he had not carried out any checks on the Respondent, the firm Morgans Solicitors or in respect of any branch status the Respondent had; he had no particular reason to do so until the day of completion. Perhaps he should have done. On the day of completion, the Respondent was not responding to e-mails or phone calls. The Respondent put it to him that he had a conflict in carrying out the completion and yet complaining about her to the Applicant and that he should have done one or the other. The witness saw no conflict. He had used the telephone numbers on her letterhead and then called a different number and spoke to Mr JS who told him that the Respondent did not work for his firm. He rejected the assertion that he could not obtain the telephone number of Morgans without using the firm's SRA identifying number; he searched the Law Society website by the Respondent's name and the firm name. The witness testified that up until that point he had received replies to requisitions and been given the Respondent's bank account details and he transferred the purchase monies to that account. He established that the money had been transferred to an account which was not Morgans Solicitors and he was very concerned. After he spoke to Mr JS, he contacted the Applicant. He then spoke to the Respondent and obtained the keys to the property. The witness emphasised that he had never said that there was anything fraudulent about the transaction. He did not think that he was in a situation of conflict; he was looking after his client's interests. . The witness was asked why he had spoken to the Respondent's client, the seller. The witness replied that he had not done so; it was the Respondent's client who telephoned him and the witness told the seller that he could not speak to him. In his statement, the witness had set out that he had fairly regular direct contact from the Respondent's client and that the client/seller was becoming increasingly frustrated with the way she was handling the sale. The witness had made it clear to the seller that he was not his solicitor and could not contact him but the seller kept phoning him. The witness stated that in the context of the transaction perhaps he should not have talked to the client but the transaction was not going anywhere unless he took the Respondent's client's calls.

65. The witness was asked to look at the letter sent to him by the Respondent on 25 May 2013 about the conveyancing transaction which had the Morgans Solicitors letterhead and the Southall address. He was asked if when he received her letter of 31 May 2013 he noticed that the Respondent was shown as a solicitor rather than as an Associate of the firm. The witness could not recall noticing a difference in the description of her position. The witness confirmed that he had not felt any doubt at that particular time.

66. The Respondent asked the witness about how all the completion monies were accounted for. (It was emphasised by the Chairman to the Respondent that no fraud was alleged against the Respondent in respect of this transaction.) The witness clarified for the Tribunal that the deposit for the property had been provided by way of a client account cheque and that it would have been payable to Morgans or Morgans Solicitors. It was shown in the bank statement. The witness was asked why he had sent his e-mail to the fraud department of the Applicant. He stated that he had e-mailed the Applicant having spoken to them on the telephone and that was where they told him to send the e-mail. The witness did not have with him any attendance note of his telephone conversation with the Applicant for which the Respondent asked him.

67. **Mr Julian Streicher** gave evidence. The witness confirmed that he had agreed to act as the COLP and COFA for the firm for insurance purposes and that was the end, beginning and entirety of their relationship save for his acting in the Respondent's criminal matter where he agreed he had acted in the police station, magistrate's court and Crown Court. He agreed that he had filled out forms for the firm and sent them to the Applicant and stated that the Respondent had come to his home on many occasions with documents. The witness also agreed by reference to an e-mail from the Applicant to the firm dated 28 February 2013 that he had been approved as COLP and COFA to take up responsibilities from 1 January 2013. Various forms relating to those roles were completed in his handwriting and signed by him and showed his home address from which he also worked. The witness stated that he would have sent the originals of the forms relating to his appointment as COLP and COFA to the Applicant.

68. The witness stated that as COLP and COFA he had to be aware of any files that the Respondent took on. Firms had to have a centralised database of present and closed cases. It was true that he had mentioned that the Respondent could undertake cases under his supervision; she could take on matters if they were relatively simple and if he was aware of them and they were recorded in the centralised database. The Respondent referred the witness to his statement where he said that he had advised the Respondent that his firm would accept immigration run-off cases that he would supervise, had never agreed to her undertaking conveyancing matters and that if she did do any conveyancing work in the name of his firm it was wholly unauthorised by him. He stated that the Respondent had recommended a couple of matters but they were irrelevant to him because they were civil matters on the periphery of criminal work and he undertook only criminal work. The Respondent would have undertaken any immigration work that she referred as she was an immigration lawyer. The witness stated that he had not needed to contact his insurers about immigration work because the Respondent did not refer any cases to him. At a later stage of his evidence the witness stated that there was no business plan and no discussion and before he took on a new area of work it was an audit requirement that there was a business plan and this was also common sense. Their agreement had been in escrow; if she obtained clients he would talk to his insurers. The witness stated that, because it was so obvious, he had not put in writing their agreement to do something in the future based on the contingencies of the Respondent being acquitted and having a viable business plan.

69. The witness stated that he did not permit conveyancing matters of any type because that would have involved a client account. The Respondent came to his house repeatedly saying that she desperately needed him to undertake conveyancing matters, but he said he could not. His firm was not insured for conveyancing; they had no accountant with a relationship with the Law Society and the costs would far exceed the benefit; it would cost £9,000 to do it and it was not worth it for that transaction and so he said "No No No". The Respondent put it to the witness that she had the last conveyancing matter which she had to complete in the client's best interest and she had to transfer money because the client was chasing her. The witness stated that he did not know about her use of the letterhead.

70. The Respondent asked the witness whether he provided a CV to her because he had told her the insurers wanted his CV in respect of opening a branch office; indeed, no insurance arrangements would have been required by the Applicant for just a "consultation office". She asked: had he given copies (of his CV) to her early in May 2013 before as she asserted she had transferred £400 to his office account for acting as a branch office or consultation office? The witness stated that he remembered a conversation about a CV needing to be done by the Respondent for insurance purposes and presumably she had prepared one. The Tribunal asked the witness whether he had at any time submitted his own CV to his insurers in May 2013. He replied that he could have done but he had no recollection of having done so. The witness had a CV on his own PC at his office for auditing purposes so that he could upload and e-mail it. As to whether it was an indication that he was opening a branch office, the witness stated that he regularly talked to his insurance broker. He had a conversation with the Respondent but he had no clue; possibly it was about opening a branch office to undertake conveyancing if she could produce the clientele but he had no need to contact his insurers because the demand was not there. He had what he described as a tick box arrangement with his insurers as he did 100% crime work. If he took on an extra subject area he would contact his broker and they would quote for the additional premium. His insurer and broker were the same now as they had been then. The Respondent asked the witness particularly whether he had a handwritten CV which had gone to his insurers. The witness said no because there had been no demand but he often handwrote a CV and typed it afterwards, for example if he was taking on a new criminal lawyer. So far as he remembered he had not sent a CV to his insurers in the month of May 2013 about opening a branch office.

71. The Respondent produced a copy of a handwritten document entitled "INSURER CV. J Prus Streicher" which showed seven lines of dates and information and four further lines including a date of admission, a number, the firm name with a number of words "No trouble with law soc" and "Insurer is Travellers". Mr Wheeler did not object to it being admitted into evidence. The witness said that it was such a scribble that he would not send it anywhere. It was refreshing his memory; the Respondent came to his house and talked about an insurance CV and he had written it in front of her but it was not a CV to pass on to his insurers; it was not professional. It was a note; it did not even have a policy number. The witness was absolutely sure that he did not send a CV to his insurers. At this point the Respondent produced another document, typewritten and entitled "INSURER CV OF JULIAN STREICHER". This document had five lines of dates including the same number as on the handwritten document identifying it as an SRA number. There were then eight further lines/short paragraphs headed "Employment Experience". Mr Wheeler did not object to it being introduced

into evidence but he expressed concern at what he described as the constant drip feed of new documents.

72. The Respondent asserted that the typewritten CV had been produced because insurers would not accept a handwritten document and that she had received a copy of the document which the witness had sent to his insurer. The witness stated that the typewritten document was absolutely nothing more than an extension of the handwritten document. He had not extended his insurance cover in any subject area beyond criminal law. The policy could be extended in a few moments (over the telephone). This document was not his computer CV and he believed that he had created this typewritten document as well as the handwritten document in front of the Respondent. The witness could not recall the year when this had occurred but he agreed that the date of birth and SRA number on the typewritten document were correct.

73. The witness rejected the suggestion that he allowed the Respondent to open a branch office in Southall. He stated that they never had a formal agreement; they had a generic discussion. To his knowledge he had never consented to the Respondent opening a consultation office in the name of Morgans Solicitors in Southall. What happened was without his authorisation. As to when he had first heard about it, he did not know until Mr M telephoned him on 10 June 2013 telling him that the Respondent was undertaking conveyancing and using Morgans Solicitors letterhead. In his statement he said:

> "It is clear that [the Respondent] could not have carried out the conveyancing transaction through Morgans Solicitors or, if she had, it would have proven very difficult to do because it lacked a client account. In any case, the [Respondent] had never discussed the matter with me and, as such, had no authority to conduct the matter through Morgans Solicitors."

The Respondent asked if apart from conveyancing had she dealt with any other matters from the consultation office in Southall and the witness stated not to his recollection; to his knowledge he had not found any other cases. What she had done was secret. The witness rejected the suggestion that the Respondent had closed the branch office on 10 June 2013 because if it never opened it never closed.

74. The witness stated that Mr M had telephoned him about completion because he had a routine question about title. The witness reacted very aggressively and said he would call the Applicant. He had emphasised to Mr M that he was not insured for conveyancing. He contacted the Applicant late afternoon and "picked up" the last employee at the Applicant and told them about the situation. He had not told the Applicant before because he did not know about the branch office.

75. The Respondent referred the witness to the two e-mails (quoted under Mr Wheeler's submissions below) which constituted an exchange between them on 18 April 2013. The witness's e-mail said that the Respondent could practise under his firm to her heart's content except that he would never ever have a client account. In an e-mail later that afternoon he said she could do absolutely anything other than open a client account and she had responded asking what she should do where she had conveyancing work "in the middle". The witness stated that this was an agreement

about something in the future and not authority to open a branch office. Being a solicitor was not an easy job; one had to go through formalities. This was an agreement in principle. His e-mail stating that she could do absolutely anything other than open a client account meant that she could not undertake conveyancing because a client account was needed to do that and so this was an implied reference to conveyancing. The Respondent had not gone through the formalities of opening a branch office. The witness believed that the Respondent had not opened a client account in the name of his firm but he did not know. He believed there was a building society account. The witness stated that he had never under any circumstances whatsoever given permission for the HSBC account which was used for the conveyancing transaction. He did not know about this account when he spoke to Mr M on 10 June 2013. As to the fact that his SRA number was in the letterhead used by the Respondent, he had never seen that letterhead before and had never authorised it. He had given the Respondent his SRA number for reference purposes because he was the COLP and COFA but he could not remember exactly when. He would have given her his firm's details.

76. The Respondent asked the witness about a payment she made to him on 8 May 2013. The witness stated that the only thing he was doing for her was to act as COLP and COFA and that was what she told him the payment was for. He had not asked for this payment. There had been two such payments; one of which had gone through the bank account and one of which was received in cash. He believed that he had received the cash payment some time after the collapse of the Respondent's first criminal trial. The payment was again related to his compliance roles. He had said that he would not charge anything but he had agreed because she insisted. The witness agreed that he had also been dealing with the Respondent's criminal case since 2012. The witness rejected the suggestion that it was a very serious breach; a conflict of interest for him to be COLP and COFA and deal with her criminal matter. She asked him to undertake the roles.

77. The Respondent directed the witness's attention to an e-mail sent on 10 June 2013 from the witness to Mr M, forming part of which was an e-mail sent two minutes earlier by the witness to the Applicant. It was understood that this was an e-mail from JS which Mr M had referred to as having been sent on with his e-mail to the Applicant but which was not attached to Mr M's statement. The witness's email included:

> "PLEASE chase Ms King. I do not believe that this lady has been fraudulent. She refused to buy run-off insurance and I believe she is just hoping to complete the FINAL TRANSACTION, as her firm has been shut down."

The Respondent put it to the witness that this showed that he believed her to be honest. He agreed but said that he was not then aware of what she had done; he had not seen the letterhead. He had just received Mr M's telephone call. It was clear from the rest of his e-mail that she had no authority to undertake conveyancing. Mr M had said that it was a straightforward transaction and that the Respondent just needed to effect the transfer; Mr M was chasing the Respondent for a little bit of paperwork. The witness was still shocked at this point and hoping that the Respondent had not been dishonest and hoping that she had not done what it had become clear that she had done. He had been giving her the benefit of the doubt.

78. The witness agreed that the Respondent had paid him £400. He had not made an attendance note about the payment because it was a small amount. The Respondent put it to the witness that when he received a £400 cash payment from her at his home in June 2013 he had touched her shoulder and said she was a very good soul. The witness replied that he had asked why she was paying him and for acting as COLP and COFA and he was being nice to her. The Respondent asked the witness whether he had given her his office account bank details early in the month of May 2013. The witness responded that he would have given them to her so that she could transfer money into it but he did not recall. He rejected the suggestion that he had given her his account details because he wanted money from her; she had asked for them in case clients needed them – he remembered that now. She had said that sometimes she had criminal clients who were privately funding because they could not obtain legal aid and she would need his account number if they came to see her in Southall. The witness said that he had told the Respondent that she could practise with him if she was acquitted in the criminal matter and the Respondent said that she had criminal clients and he probably gave her a paying in slip or the information on a piece of paper. At a later stage the witness thought that the Respondent was putting the money in, in order to deceive him; that she was trying to create a paper trail of evidence to make an allegation against him. The witness stated that he had never told her that he needed cash urgently and never discussed financial matters with her. The Respondent asked him why having taken £400 cash from her he had complained to the Applicant on 10 June 2013. He had complained to the Applicant after speaking to Mr M.

79. As to whether the Respondent had opened a client account, the witness stated that she had and he referred to the HSBC account which he said was opened without his authority. The witness rejected the suggestion that he had seen the HSBC bank statement for the period 30 May to 30 June 2013 which showed the financial transactions in respect of the conveyancing of CH Road in his role as COLP and COFA; the Respondent had never sent it to him. The first time that he had seen it was this morning. He had asked the Respondent many times to send him bank statements and she sometimes came to his house with them but there was never much money in the accounts. If he had seen an account showing her as trading as Morgans Solicitors he would have called the police.

80. The Respondent put it to the witness that he was aware of her consultation office because he had received £400 and also money monthly. The witness stated that he did not employ the Respondent; if he had he would have been paying her a salary.

Questions from the Tribunal to the witness Mr JS

81. The witness was asked about a reference that he had made earlier about the Respondent being able to use her address for conveyancing. The witness rejected this suggestion absolutely. Based on a discussion with the Respondent's counsel in the criminal matter, the witness believed that she had a 50/50 chance of acquittal. He had conversations with her about her sending him work and she was confusing consultancy with employment. He based everything on a future date. The criminal matter dragged on for two years. When the matter went for retrial, the witness was optimistic because statistically speaking this tended to lead to an acquittal. There were a lot of discussions over the two-year period. The witness said that he could not undertake work with someone who was on trial for perjury and stated that he was

humouring the Respondent. He had no record of undertaking conveyancing except when he was very young in the profession. As to the handwritten CV which the Respondent had produced, the witness stated that her trial date was imminent and he thought he could get immigration cover added to his insurance for a nominal increment. He would have typed the other CV at his house there and then probably in her presence to keep her happy.

82. The witness was asked for clarification about the £400 cash payment which the Respondent asserted was made before 10 June 2013 when he communicated with the Applicant and knew of the conveyancing transaction. The witness replied that he thought so but was not sure. He confirmed he had received payment in May 2013.

83. The witness was asked about the style of the e-mail sent by the Respondent from the p.king.morgan.solicitors e-mail address (used by the Respondent) to communicate the closure of her firm to the Applicant on 2 May 2013. The witness was taken through the details and confirmed that he would not use that style and was certain that it was not taken from his letterhead. He said that he did not remotely recognise any of the letterhead and footer style of the Respondent's letters of 25 May 2013 and 31 May 2013 to Mr M in the conveyancing transaction. The Respondent's description of herself as an Associate and then as an assistant solicitor was wholly unauthorised. The exact style the witness used depended on the type of letter being written. There would be space for his VAT number and SRA number. The typeface was completely different. The Tribunal asked the witness to provide a specimen of his letterhead which he did by e-mail on 24 September 2015 subsequent to completing his evidence. The Respondent put it to the witness that his letterhead style was used for the "head office" and the witness replied that there was no head office.

Findings of Fact and Law

84. The Applicant was required to prove the allegations beyond reasonable doubt. The Tribunal had due regard to the Respondent's rights to a fair trial and to respect for her private and family life under Articles 6 and 8 of the European Convention for the Protection of Human Rights and Fundamental Freedoms.

(Paragraph numbers in quotations have been omitted unless they aid comprehension.)

85. For the Applicant, Mr Wheeler submitted generally that the evidence in the Rule 5 Statement relating to the Respondent's evidence given in the criminal court had been overtaken by the Rule 7 Statement and her criminal conviction. In respect of the further allegations against the Respondent there were two strands relating to her holding herself out as an associate of Morgan's solicitors where she had no authority to do that and her non-cooperation with the Applicant's investigation into the practice.

86. The Respondent submitted that her main point in defence of the allegations was that they were against the firm and she was not a director, manager or employee of the firm from 1 May 2013 and therefore no personal liability rested on her. She also asserted that the Tribunal had no jurisdiction over her because she was no longer on the Roll of Solicitors having made an application to come off the Roll. The latter point was dealt with under Preliminary and other issues above. The Respondent asserted that her human rights were infringed by Mr Cassini photographing her house and

trying to visit her home address. This was not a matter for the Tribunal to consider. The Respondent also relied on her poor medical condition. This was a matter for mitigation.

Rule 7 Allegations

87. **Allegation 1.1 [The Respondent] failed to act with integrity contrary to Rule 1.02 of the Solicitors Code of Conduct**

Allegation 1.2 [The Respondent] acted in a manner likely to diminish the public trust in the legal profession contrary to Principle 6 of the SRA Principles 2011.

87.1 For the Applicant, Mr Wheeler submitted that the Respondent had been convicted of perjury. The Respondent admitted that she had been convicted but asserted that she was innocent and this was the basis of her Answer. Mr Wheeler referred the Tribunal to Archbold 2015 edition in respect of section 1 of the Perjury Act 1911 which stated:

> "If any person lawfully sworn as a witness or as an interpreter in a judicial proceeding wilfully makes a statement material in that proceeding, which he knows to be false or does not believe to be true, he shall be guilty of perjury…"

Mr Wheeler referred to the ingredients of the offence; the prosecution had to prove that the person was lawfully sworn as a witness; in a judicial proceeding; that the witness made a statement wilfully that is to say deliberately and not inadvertently by mistake; that the statement was false; that the witness knew it was false or did not believe it to be true; that the statement was, viewed objectively, material in the judicial proceeding. The offence involved dishonesty; lying when giving evidence. He referred the Tribunal to the summons and the certificate of conviction as well as to the Sentencing Remarks of the Judge which included:

> "In my judgment the worst kind of perjury when people tell lies on oath in a witness-box, is when somebody deliberately set out to have an innocent man or woman convicted. That is not this case. Not far behind it are cases where somebody goes into the witness-box and deliberately tells lies in order to have a guilty person acquitted. Again that is not this case…
>
> You made the statement that you did in order to put considerable distance between yourself and [HA]. On what I have heard [HA] might very well be a crook and it would not surprise me if you had allowed yourself to be manipulated by him. You will not be the first person to have made a witness statement who is called upon to give evidence later on, who finds that they are stuck with what is in black and white. And so it was you went into the witness box, gave evidence in accordance with that statement, but when cross-examined and other facts and other documents were introduced into the case realised that your position was untenable, and so it was that you went back upon what you had said.

As I have already observed courts do not work properly if people do not tell the truth when they take an oath, that is why perjury is regarded as a particularly serious offence and that is why prison sentences must follow in such cases almost invariably.

At against that you are now 53. You have had an exemplary character up until this business arose and you are an admitted solicitor who has now lost her good name, and I have no doubt will be the (sic) subject to disciplinary proceedings by your regulating body.

For all of those reasons it seems to me that the appropriate sentence in this case is one of six months imprisonment, but I will suspend the sentence for two years… "

87.2 The Respondent had applied for permission to appeal and as the order of the Court of Appeal Criminal Division dated 21 January 2015 showed, her applications for leave to appeal against conviction and a representation order were refused. The Respondent then relied on an application to the CCRC and based on the documents which the Respondent had produced, Mr Wheeler submitted that there was an absence of evidence of any real prospect of the conviction being reopened (subsequently during the adjournment between the two parts of the Tribunal hearing the CCRC rejected the application). In terms of the Respondent wanting to argue the merits of the conviction before the Tribunal, Mr Wheeler referred to Rule 15(2) of the SDPR quoted above under Preliminary and other issues. Mr Wheeler submitted that there were no exceptional circumstances and that it was not open to the Respondent to address her arguments about the conviction in detail. The Rule 7 Statement set out that the Respondent's duty, like that of all solicitors, was owed to the court and upholding proper functioning of the legal system including the courts of justice was fundamental to the practice of being a solicitor. Furthermore, telling the truth was central to a solicitor carrying out his or her professional work, the protection of the public and upholding the integrity of the profession. The Respondent failed to tell the truth and did so whilst giving evidence in court under oath. Further, in failing to tell the truth the Respondent acted improperly and dishonestly by the ordinary standards of reasonable and honest people and knew that she was acting dishonestly by those standards.

87.3 The Respondent in evidence stated that she had gone to the criminal court voluntarily; she had not been summonsed. She had been there for three days. Why would she tell a lie? Many solicitors went to court and told lies and walked away; this was mentioned on a legal website. As to the fact that she had given a witness statement dated 20 May 2010 with a statement of truth in the criminal proceedings against Mr HA, the Respondent stated that this was not her draft; the document had been drafted by the Office of the Immigration Services Commissioner ("OISC"). Her letter to Mr DD of OISC dated 4 March 2010 was similar and the draftsman "cribbed" the words from that letter. The Respondent's letter to OISC included:

"...We say as follows:
We know Mr [HA], in early 2008 he came to this office and introduced himself that he was American Lawyer.

> Mr [HA] said he had few clients and he would give us and he would take his share.
>
> We know we were dealing with Miss [V*] matter and when Miss [V] complain to us that she had paid Mr [HA] £2,000.00, which he had taken direct from the client (V) and never pay to this firm, we asked Mr [HA] about this complaint, also we phoned several time to Mr (sic) and also in the presence of Miss V (Client) but Mr [HA] said he had not taken this money from Miss [V]. Due to this complaint we returned Miss [V] original file to her. After that we have not dealt Mr [HA's] Client and asked them to stop to come in this office.
>
> I do not remember about Mr [JE's] Immigration matter we believe we have not dealt. We understand that Mr [HA] was scanning our letterhead and sending to the Home Office and taking money from the client. Mr [HA] misused our firm's letterhead. We have never supervised to Mr [HA] in relation to Immigration or any other legal matter…"

(* The heading to this letter referred to two clients Mr EJ (described as JE) and one VG. Both provided statements for the trial of HA which were before the Tribunal.)

The witness agreed she had read the witness statement before signing it. She said that she had asked OISC by telephone if she could amend the statement and was told just to sign it and send it in; she had done so being a helpful lady.

87.4 The Respondent disagreed that she had been convicted of perjury because the punishment for perjury was a seven-year sentence; more than what she had received but she accepted that her name was on the certificate of conviction (although she had not seen the certificate of conviction before), that she had been convicted on 18 August 2014 and that she had appealed. She stated that her appeal had been refused because she could not afford a lawyer. She disagreed that she had lied in court. She claimed that her circumstances were exceptional within the meaning of Rule 15(2) of the SDPR with the implication that the certificate of conviction should not be relied on.

87.5 The Tribunal asked the Respondent to outline the exceptional circumstances that she wished to have considered. The Respondent submitted that she was now 55 years old and had not committed any crime or been involved in any case like this before. Due to her own honesty she had reported herself to the Applicant. The questions in the Crown Court had been presented to her in a Yes/No way and she wanted to leave court quickly. Sometimes she said "Yes" and sometimes she said "No" in order to go home from the court. Counsel for the prosecution and the defence in the criminal trial of Mr HA had misunderstood. A letter had been shown to her from Mr HA using her letterhead and they said it was her letter and her client. Standing in the witness box was not like sitting before the Tribunal. She agreed that she was asserting that she had been misunderstood and panicked. She stated that she was intimidated. The Respondent informed the Tribunal that she did not think that it would ask her about her criminal matter.

87.6 Following her unsuccessful application to adjourn the hearing at the beginning of the third day, the Respondent read out parts of her Answer to the Rule 7 Statement dated 27 January 2015 which had been prepared by one of her earlier legal advisers:

> "The Respondent admits that she was convicted at Woolwich Crown Court on 18 August 2014 of the offence of wilful making by a sworn witness or interpreter of a false or untrue statement.
>
> The Respondent denies the allegations that the conviction, and the Judge's sentencing remarks following that conviction, mean that the Respondent has failed to act with integrity (allegation 1.1) and has breached the public trust in the profession (allegation 1.2) and has acted dishonestly (allegation 7) for the following reasons:
>
> The Respondent is certain that she did not commit the offence, and
>
> The Respondent is appealing the conviction.
>
> The Respondent contends that in circumstances where she is appealing the conviction the Tribunal proceedings should be stayed pending the outcome of the appeal."

The Respondent also quoted from her letter of 10 September 2015 to the CCRC as follows:

> "Thank you for your letter dated 2nd July 2015, after this date I have not heard anything from you or any update.
>
> In 2011, I had **NOT** lie willingly or give false statement, while giving evidence in court, it may be by mistake. However, I'm not used to stand in the witness box, got nervous; this was first time in my life. I have sent you all the documentary evidence.
>
> I never done anything wrong in my life 55 years. That was first time I have very bad experience, due to this my career is in the risk. Can you please kindly send me the decision ASAP..."

The Respondent also asked the Tribunal to take into account that on 28 November 2014 she had made a statutory declaration that she would not lie in court while giving evidence. She always respected the courts and judges since 1998 (the date when the Respondent said in her Skeleton argument dated 14 September 2015 she had registered with the Law Society) and even before that.

87.7 The Respondent also referred the Tribunal to the witness statement of Mr EJ dated 9 March 2009 in the criminal proceedings against Mr HA. The Respondent asked to be shown where in the statement she was named as being wrong:

> "My name is [EJ], I had political and religious problems with the Government of Iran. That is why I have applied for political and religious asylum in this country, as I am Zoroastrian.

> I got to know Mr [HA] through his landlord in June 2007. He told me that he cooperated with a number of English people and had influence at the Home Office.
>
> He read my case and said, "your first lawyers have jeopardised your case. Your case is strong because you are a member of a religious minority and were politically active. Your case has a ninety percent chance of success at the High Court. You have been taken advantage of."

The Respondent submitted that in this part of the statement neither her name nor that of the firm was to be found. She asked the Tribunal to take into account that EJ said he could not go to a solicitor's office. She stated that the place referred to in the following extract from the statement was Chancery Lane:

> "He [HA] told me however, that because I didn't have a passport and he worked at an official place, he was not allowed to take me to his office. His workplace was where Judges were sitting. It was a very important place. He told me these facts on 2nd of June.
>
> His office I believe was in Central London, a very busy place. It looks like a court. He took me to one of the rooms adjacent to the court; I think it was an interview room.
>
> According to our contract, I was to pay him five thousand pounds if the case was successful at the High Court. The first instalment was to be two thousand five hundred pounds. Three days after giving the contract, he phoned me and asked me to hand it over to him, to correct spelling mistakes. When I took the contract to him, he tore it up and gave me a new contract. I exhibit it as (EJ/1)."

Exhibit EJ 1 was also in the Respondent papers. Its letter heading read:

> "NYCL Association (MEMBERS),
> ATTORNEYS AND COUNSELLORS AT LAW
> FOREIGN LAWYERS AND LAW CONSULTANTS
> M... S... LAW OFFICE
> [HA]"
>
> Mailing address in UK
> Chancery Lane
> London WC2…
> Fax:…
> Mobile:...
> e-mail:…"

The document was dated 6 June 2007 and the Respondent read the early part:

> "Confirmation of Mandate to the Law Office of M... S...
> File number: 16222 EF Name [EJ]

> We confirm your instructions in this matter to make the necessary arrangements in order to make an application for appeal.
>
> It is possible in your matter to guarantee the outcome of the application, which means that in the unlikely event of the appeal not been granted, our fee will be refunded.
>
> OR
>
> It is not possible in your matter to guarantee the outcome of this application, which means that in the unlikely event of the appeal not being granted, our fee will not be refunded.
>
> We will endeavour however to render a fast and efficient service all times. Please understand that if you have contravened any immigration rules or provided any false documents or information to our office we will not be able to guarantee their work on the no appeal – no fee basis and we will require to be paid our full fee as set out below…"

Again the Respondent submitted that this did not relate to the firm or to her. Her name was not referred to in the contract. She had no office in Chancery Lane and the telephone numbers did not belong to her. The Respondent stated that this was misuse of a letter head. The statement of EJ continued:

> "My first payment for the sum of two thousand four hundred pounds for legal work and one hundred pounds set aside for paperwork was made on 12/6/2007 at his home address of…. The receipt of this payment I exhibit as (EJ/2). He did not give a receipt for the one hundred pounds paid towards paperwork. The payment for legal and paperwork was made in cash.
> I kept in telephone contact with him, he reassured me that there was a new law granting people who had stayed in UK for some time, residency.…"

EJ said he went to HA's home and dealt with him; EJ did not say that he dealt with the Respondent and her office. The receipt referred to in the statement was not in the trial bundle and the Respondent stated that papers were missing.

87.8 At the commencement of the second three days of hearing, the Respondent relied on a document entitled Amended Request for Consideration of Special Circumstances and other Relevant Points/Submission dated 31 October 2015. Key points in the Respondent's submissions in respect of allegations 1.1 and 1.2 were as follows:

- "The main point is that I'm the one who informed the [Applicant] about my criminal case, this clearly show (sic) my honesty/integrity. Now CCRC has refused my application but I may go for review."

- A complaint had been made both to the Applicant and the police in respect of the same matter which had adversely affected the Respondent "After receiving complaint the Police Officer has not investigated further, just straightaway charged against me…"

- As well as submitting that she had not been convicted of perjury based on the sentence, (in respect of which the Tribunal pointed out that seven years' imprisonment was described in the authority as "Maximum Penalty") the Respondent added

> "However, my case is expired and cleared on 17th August 2015 (6 months conviction & 24 months started from 18th August 2014) as the court count day & night for two days…"

In submissions the Respondent also stated that it was the jury who found her guilty; the judge did not say that she was guilty.

- The Respondent referred the Tribunal to JS's letter to her about the criminal proceedings dated 9 January 2013 which included:

> "Our Advice
>
> You have been advised as follows:
>
> 1. You could receive a third off for an early guilty plea but this is not applicable as s 1 Perjury Act 1911 uses the word "wilful" in its drafting. Your actions were not taken with deliberate intent as is suggested by [the Judge in the proceedings against Mr HA] in his statement but were the product of mistake and confusion.
>
> 2. You are not a Criminal Lawyer and unused to Crown Court testimony.
>
> 3. The fact that [HA] was NOT AUTHORISED and could not reasonably have been authorised to give advice on UK immigration law stands you in good stead for a COMON (sic) SENSE argument that it would have been impossible for a US lawyer not versed in UK laws to carry out such advices.
>
> 4. You have no criminal record which also stands in your favour and no history of dishonesty."

The Respondent also relied on the e-mail which JS had sent to the Applicant sent on 10 June 2013 in which he said "I do not believe that this lady has been fraudulent"

87.9 The Respondent also referred in her Amended Request document to her voluntary attendance at Mr HA's trial:

> "just to help the court prosecution and got trapped very badly. The court was very far from my home, travelling/waiting time was 3-4 hours. I learnt the lesson not to give witness or help in future...."

She also stated:

"Further, due to small business working from home, I had not prepared while going for witness.

I went first time and stood in the witness box and I got nervous and was intimidated. I do not know what to say. I'm not used to go to court for witness. The Defendant Barrister was giving me very hard time, saying very loudly that I should say yes or no and I was saying yes or no to leave the court soon.

How & why [Mr HA] would pay me if he would bring clients we have to pay him any referral fee or/and introduction fee. I have not supervised Mr [HA] and he was not UK solicitor. I have not shared any fee with him and make any file list for his clients which I had informed to court while giving witness, I was nervous in the court and the court misunderstood me, due to accent. In 2007-2008, I just acted for his child's contact arrangements matter in the Uxbridge County Court. Please see his (sic) all the documents in file, client care letter, ledger, attendance and invoices and notes etc... I have all the file of papers statements from both party his wife and Mr [HA], court and cafcase (sic) correspondence, letters etc please let me know if required."

87.10 The Respondent referred the Tribunal to an attendance note dated 3 October 2007 relating to Mr HA's child matter in Uxbridge County Court which she said related to the first time that he had come to her office. She also referred to a client care letter dated 3 October 2007 addressed to Mr HA regarding that matter. Mr Wheeler confirmed that the Applicant did not dispute that the Respondent was instructed in this matter. In the Amended Request document the Respondent stated:

"Further, in 2011, in the Southwark Crown Court prosecution counsel hadn't showed me the documents to get fresh my memory, he only showed me my statement dated 18 May 2010. The defendant, Mr [HA's] Barrister had showed me inside the court several documents, while I was giving witness and I was very much confused and just saying yes/no and not remember to leave the court soon."

The Respondent submitted that the documents involved were very old dating from 2007 and 2008 and she could not remember them. Mr HA's barrister had said to her that the letter was hers. There was a similarity between the documents Mr HA made and King Solicitors letter. In court she was confused.

87.11 The Amended Request document continued:

"On 7 January 2008, I was not in the United Kingdom, went abroad from 13 December 2007 until 14th January 2008, when Mr [HA] wrote letter dated 7 January 2008 to Mr [BA] using/misusing letterhead of King solicitors. Please see my letterhead 7 January 2008. Our office was locked/closed. Also, please see my copy of previous passport and stamp of Departure and arrival from the UK. He has written several King Solicitors letter to his clients and got money from them. Further, please see Mr [B] statement clearly mentioned that Mr [HA] has taken directly £2000/– from him in (sic) outside the Hotel etc Mr [B] never came to the firm."

The letter in question was before the Tribunal. The Respondent submitted that Mr HA had e-mailed the letterhead to Mr BA and that she did not see Mr BA. The Chairman pointed out to the Respondent that there was no suggestion that she was in the country at the time when her passport showed she was abroad. The Respondent referred to the statement of Mr BA dated 10 July 2013. In the statement Mr BA described how in 2007-2008 he and his wife used to go to a particular church with another individual who introduced them prior to 7 January 2008 to Mr HA at a hotel in London. The statement continued:

> "Mr [HA] said he is solicitor of King Solicitors and he has several branch office on (sic) is at... Chancery Lane, London and also he has his head office at [the Respondent's address]. I never went to his office of [the Respondent's address] or any other office or to meet Ms P King.
>
> At the... Hotel he said he is immigration expert solicitor and advise me to apply for the work permit. I said OK. He said he sees £2,000 (two thousand pounds). I paid to [Mr HA] cash of £1,500 (one thousand & five hundred Pounds) at the ... Hotel in front my wife… [and other named individual described as HA's secretary]"

In her Amended Request document the Respondent continued:

> "Again, Mr [HA] was taking directly money from the several clients in the name of King Solicitors and getting signature from clients on the Authority letter and asking them that he is solicitor and working in the King Solicitors. Please see his authority letter and our instructions letter both are differ."

The Respondent also pointed to handwritten invoices raised by Mr HA which were attached to Mr VG's statement which her Chronology stated were given by Mr HA to the client direct. A specimen letter of instruction form relating to King Solicitors and a letter of authority from the Respondent's Crown Court trial were before the Tribunal. The Amended Request continued:

> "[EJ's] statement (MG11) I have already sent all pages to the [Applicant] along with other documents but not received back full pages, received only front 2 pages.... However, I attached (sic) herewith [EJ's] handwritten conversion statement MG11 (5 pages) for your kind consideration. Please see if they have stated about me or King Solicitors, I mean if they have seen me or King Solicitors or paid fee. [EJ] was the main person who complained to the OISC/Police."

Mr Wheeler confirmed that the Applicant accepted that the Respondent was not personally mentioned, that there was a reference at the end of the statement to King Solicitors and that Mr EJ said he had never heard of them. The Respondent stated that there were thousands of solicitors located between her office and Mr EJ and asked why he would come to her.

87.12 The Respondent's Skeleton Argument for the Tribunal in respect of her criminal case submitted that the Crown Court asked her overnight on 20 September 2011 to bring her full year's bank statements for 2007-2008 and she went to the office late that

evening and located everything and the next day handed them over to the court. She queried whether if she had something improper in mind she would have handed over her bank statements to the court. She submitted that the money that they showed was for Mr HA's childcare matter. She asserted that the barrister for the prosecution in HA case was laughing at her which was not professional conduct. This Skeleton asserted that the prosecution counsel did not show the Respondent several documents/letterheads which Mr HA's barrister showed her inside the court. She emphasised that she was only shown her own statement dated 18 May 2010 to refresh her memory while the prosecution showed all the documents to witnesses before going to the court and that was the reason why she was saying "yes no yes no". She was not able to remember all the old documents which were made by Mr HA.

87.13 The Respondent also relied in respect of exceptional circumstances on an assertion that the Court at HA's trial had not looked at documents she wanted them to consider. In the Amended Request she stated:

> "On 21st September 2011, in the Southwark Crown Court while giving witness at the end I was saying to the Court, "Sir, I have letter and want to show but the court ignored, please see transcript, dated 21st September 2011 of end part. That was client care letter (early October 2007) to Mr [HA] for dealing his client contact arrangement in the Uxbridge County Court. Please see client care letter and fee received in my account was the fee for the same matter…"

The relevant part of the transcript read as follows, "QJ" indicates a question posed by the Judge and "A" the Respondent's answer:

QJ: I will just ask on the court's behalf, are there any documents you have here now which relate to your relationship with Mr [HA], the defendant?

A: Yes, sir.

QJ: Do not give them to me, give them to [Mr HA's barrister] no doubt they can be photocopied. You have brought quite a lot of documents there – are you handing over all the documents that you have here now today that relate to your relationship with the defendant?

A: Yes, sir. This is my letter.

QJ: Do not explain them. Just make sure that you had put together all the documents which relate to Mr [HA], the defendant.

Mr HA's barrister: Maybe I should put one other matter. Miss King, you also dealt in the matter concerning his daughter as fell (sic). Do you remember that?

A: Children record, yeah we dealt.

Mr HA's barrister: Do you have correspondence about that?

A; Yes, we have that. All the paper he was keeping, but we have few one (sic).

QJ: That is Mr HA, the defendant's daughter.

Mr HA's barrister: The defendant's daughter. You were actually acting for his daughter as well.

A: Children, that's right."

The Respondent submitted that she was saying at the end that she had a letter in her hand which they totally ignored. The Chairman pointed out that it was suggested that she give the letter to Mr HA's barrister to be copied but the Respondent stated that that was a different letter. It related to the child contact matter.

87.14 The Amended Request document continued:

"Mr [HA] was registered is (sic) own Immigration Advisory Ltd Services from the Company House and doing directly his own Immigration matter through his company even before 2007, (before October 2007, before coming to our firm of King Solicitors for his child matter). His office was at… Chancery Lane London. Please see his company house certificate and business card etc"

87.15 The Amended Request document also criticised the quality of the defence that the Respondent had received in her criminal trial; she asserted that otherwise she would have won the case. She repeated this in oral submissions.

87.16 The Respondent referred the Tribunal to a document entitled "Agreed facts" between counsel for the prosecution and for the defence in her criminal appeal as follows:

"It is agreed that:

Between 9th October 2007 and 6th June 2008 King Solicitors acting for Mr [HA] in his family proceedings at Uxbridge County Court.

Both Mr [EM] and Mr [VG] provided witness statements to the prosecution in respect of the trial at Southwark Crown Court of Mr [HA] on 20 September 2011.

In their statements both allege that Mr [HA] taken money from them in respect of advice and assistance they were seeking in connection with their immigration status.

Neither Mr [VG] or Mr [EJ] alleged:

a. Ever having met with Preeti King
b. Ever having dealt with King's Solicitors

c. Ever having attended the Defendant's office

Miss Preeti King has no convictions, cautions or warnings recorded against her."

Mr Wheeler confirmed that the Applicant accepted the Agreed Facts.

87.17 In cross-examination the Respondent accepted that it was a dishonest thing to do to give evidence on oath that was untrue but she stated that she did not tell a lie.

Determination of the Tribunal in respect of Allegation 1.1 and 1.2 including Dishonesty

87.18 The Tribunal considered the evidence including the oral evidence, the submissions for the Applicant and the submissions of the Respondent. The Tribunal's starting point was Regulation 15(2) of the SDPR. The certificate of conviction adduced in evidence by the Applicant proved that the Respondent had been convicted of perjury. The Tribunal could only go behind the findings of fact upon which that conviction was based in exceptional circumstances; otherwise the findings of fact stood as conclusive proof of those facts. The Tribunal also had to have regard to the powerful authority which had been presented to it in the form of the case of Shepherd. It was not for a disciplinary tribunal to seek to second-guess the criminal justice system. The basis of the Respondent's defence was that there were in fact exceptional circumstances that allowed the Tribunal to go behind the conviction.

87.19 The Tribunal had carefully considered the Respondent's submissions and her Amended Request document in respect of exceptional circumstances which the Respondent presented at the invitation of the Tribunal for the second part of the hearing. It determined that the following points did not establish that there were exceptional circumstances such as would enable the Tribunal to go behind the certificate of conviction:

- The fact that the Respondent told the Applicant of her criminal conviction; the Applicant would have been informed in any event and self reporting could only constitute mitigation if it carried any weight in this matter.

- Her complaint that the police did not undertake further investigation before charging her with perjury.

- Her complaint that her conviction was wrong; the Respondent had failed to overturn it in the Court of Appeal and the CCRC had not taken up her case for review.

- Her statutory declaration that she did not lie in court; the Tribunal considered that this carried no weight in the face of her failed appeal and its own assessment of the transcript of HA's trial showing the dramatic change in her evidence when required to produce papers.

- The Respondent misinterpreted her sentence and was convinced that because she did not receive the maximum seven-year term she had not been convicted of perjury. It was also irrelevant if her conviction was now spent (although the Tribunal considered that in any event the Respondent had miscalculated the length of its suspension); the fact of the conviction remained.

- The Respondent asserted that she was honest and relied on the absence of previous convictions but a perjury conviction was in itself of the utmost seriousness.

- The fact that the Respondent volunteered to give evidence at HA's trial.

- The fact that the Respondent had been given a fairly optimistic assessment of her prospects of acquittal by Mr JS. The opinion of her defence solicitor that she had not acted wilfully as well as her assertions to that effect and her statutory declaration that she had not lied carried no weight because she had been convicted of acting wilfully. Furthermore the Court of Appeal had seen her statutory declaration and rejected her appeal.

- The Respondent blamed the person at OISC who had drafted her witness statement in the criminal proceedings but if there was anything in it which she disagreed with, she had every opportunity to do something about it either before or during her evidence in the Crown Court and she did not.

- The Respondent had placed great emphasis on the fact that she never met Mr HA's clients but it was clear from the agreed facts which went forward in her criminal appeal that no one was suggesting that she had. Equally irrelevant was her evidence that she had been out of the country when correspondence between Mr HA and Mr BA took place. The fact that the clients' statements did not mention the Respondent or the firm was not central to her perjury conviction. As the Respondent's own evidence in the Crown Court was that she undertook work with HA, it did not help her that HA had clients whom he might have written to on the firm's notepaper. Also the possibility that Mr HA had worked previously on his own account was of no relevance.

- The Respondent's assertion that she was nervous and confused in the witness box and had not given evidence in that court before. She also asserted that she was only shown her statement outside the court before giving evidence and did not prepare herself adequately. The Tribunal considered that her degree of preparation was a matter for her and as she said she had volunteered to give evidence. She asserted that she was bullied by counsel but this was not evident from the transcript and feeling under pressure from counsel was not an excuse for lying. She was clearly subject to robust questioning but the Judge gave her time to reply and moderated the questioning by Mr HA's counsel (see also paragraphs 87.20 and 87.21 below).

- The Respondent's assertion that the Crown Court failed to have proper regard to the papers she produced about the child contact case and that payments by HA were for legal services provided by the Respondent on a personal matter and this

was not explained to the court. She also asserted that the Crown Court Judge ignored the client care letter to HA about his child contact matter but the Crown Court transcript showed that this was not the case, she was told to pass it across for photocopying.

- The Respondent relied on what she described as her criminal case not being defended properly but produced no evidence that this was so. The Tribunal did not have a transcript of that trial but the Respondent had not produced any evidence of any significant procedural flaw. She asserted that many solicitors lied while giving evidence but that assertion was irrelevant to her own conduct.

- The Respondent also relied on what she described as missing pages in the hearing bundle at the Tribunal. She had been shown those same pages elsewhere in the bundle so they were not missing and were in any event not relevant to her criminal conviction. As to her letter of 23 September 2014 to the Applicant, on her own evidence it did not relate to the criminal conviction but to documents required by the Applicant for the investigation by the IO.

87.20 The Tribunal also considered the general themes in the Respondent's submissions about exceptional circumstances. The relationship between the Respondent and Mr HA formed the basis of the evidence which the Respondent had given in the Crown Court. It was her case that the money she had received from him constituted costs in respect of her acting for him and his daughter in contact proceedings and not in respect of the provision of immigration work to her firm. The Respondent said that she was confused in the Crown Court and did not have a chance to put her case about the fees for the contact work. The picture regarding the payments was not completely clear from the evidence before the Tribunal; however the extent of the Respondent's perjury went far wider than the payments. She told the Crown Court that she did not know Mr HA; that he had walked in off the street casually but in truth she knew a lot more about him. The Respondent also told the Crown Court on the first day of her evidence that HA did not introduce any clients to her although he did discuss the possibility and that she had no other professional relationship with him and that no money had passed between them both of which were clearly untrue. The Respondent told the Judge that initially Mr HA come to her and said he was OISC qualified and gave her his business card which she said she had with her in the Crown Court; this exchange did not sound as if it related to instructions in contact proceedings. She did not mention in her statement for the Crown Court that she had acted for him in respect of his daughter. She was asked questions and then dealt with having acted for the daughter in the contact case, leading the Crown Court to take a dim view of her evidence because she had a closer relationship with HA than she acknowledged. The contradictory nature of her evidence and the stark way in which it changed overnight in the Crown Court when she was required to provide written material was damning.

87.21 Under cross-examination in the Tribunal, the Respondent repeatedly relied as an explanation for her conviction of perjury upon an assertion that she had given yes/no answers in the Crown Court. It was clear from the transcript of the hearing of the proceedings against Mr HA from which the Respondent's perjury conviction arose that this was not universally the case. Where that did not apply she asserted that she had merely repeated to the advocate cross-examining her, what that person had said.

The Tribunal had reviewed the transcript most carefully; the Respondent had positively confirmed to Mr HA's counsel that she went into business arrangements with Mr HA and that they shared clients; that could not be mistaken for a reference to instructions to deal with the contact matter. She was asked twice by the Crown Court Judge whether she had a fee sharing arrangement with Mr HA and answered the second question "Yes, sir". When asked to estimate what she derived from the arrangement she told the Judge a few hundred pounds, explained how they first met and estimated the number of clients at five or six. The Respondent admitted in the Crown Court that she produced some of the letters or that people in her office did – students and volunteers. Moreover it supported the fact that she knew Mr HA much better than she initially led the Crown court to believe.

87.22 The Tribunal had looked at the case of Shepherd and found it to be a powerful authority. The Respondent had not produced any fresh evidence to cast doubt on her conviction from the Tribunal's viewpoint. Moreover, the Tribunal had heard the Respondent give evidence over approximately four and a half days and heard her deal with questions in cross-examination. The Tribunal did not find the Respondent to be a credible witness. Her approach was evasive and contradictory and she adapted her story to the line of questioning being pursued. The Respondent's assertions of her innocence were not a reason to challenge the conviction and the Tribunal noted that she had not only exhausted every avenue of appeal but had also been turned down for review by the CCRC during the period of adjournment. The Tribunal could not find anything to indicate that there were exceptional circumstances which would prevent it from relying on the criminal conviction for perjury and it could therefore rely on the facts underlying it as conclusively proved. The Tribunal found that the Respondent's conduct in committing perjury had displayed a lack of integrity and would certainly diminish public trust in the Respondent and the profession and found allegations 1.1 and 1.2 proved to the required standard on the evidence.

Allegation of Dishonesty in connection with Allegations 1.1 and 1.2 in the Rule 7 Statement

87.23 The Tribunal applied the two limbed test for dishonesty in the case of Twinsectra Ltd v Yardley [2002] UKHL 12

> "…before there can be a finding of dishonesty it must be established that the defendant's conduct was dishonest by the ordinary standards of reasonable and honest people and that he himself realised that by those standards his conduct was dishonest..."

The Tribunal operated to the same standard of proof as the criminal courts. By the ordinary standards of reasonable and honest people committing perjury was clearly dishonest so the objective test was satisfied. The definition of the offence included the word "wilfully" and the Tribunal considered that showed that the Respondent was aware that by those standards she was acting dishonestly satisfying the subjective test. The Tribunal accordingly found dishonesty proved on the evidence to the required standard in respect of allegations 1.1 and 1.2.

88. **Allegation 2. The Respondent failed to act with integrity contrary to Principle 2 of the SRA Principles 2011, failed to comply with Rule 1.1 of the SRA Practice Framework Rules 2011 ("PFR 2011"), failed to comply with Rules 8.1 and 9.1 of the PFR 2011, and failed to comply with Rule 10.1 of the PFR 2011 in that:**

2.1 during the course of the conveyancing transaction she held herself out to a firm of solicitors on four separate occasions as being an associate and/or solicitor of Morgans Solicitors at a time when she was neither of these;

2.2 during the course of a conveyancing transaction she provided, for the purposes of receipt of client monies, that firm of solicitors with bank details which purported to be (but were not) those for Morgans Solicitors; and

88.1 For the Applicant, Mr Wheeler submitted that this allegation related to the Respondent's conduct in May and June 2013 and to her holding herself out as a solicitor or associate of Morgans Solicitors without authority. Dishonesty was alleged in respect of allegation 2.1 and 2.2. The background factors are set out earlier in this judgment. Mr Wheeler referred the Tribunal to the Respondent's Answer where she stated in respect of allegations 2, 3, 4 and 7:

> "The Respondent denies the allegations in paragraphs 2, 3 and 4, and the allegation of dishonesty in paragraph 7 relating to her association with Morgans, for the following reasons:
>
> The Respondent practised at all material times until 1st May 2013 as King Solicitors (UK) Ltd, and the Respondent closed down her practice of King Solicitors (UK) Ltd on 1st May 2013.
>
> At the time of the closure, the Respondent had an ongoing conveyancing transaction relating to the sale of… 67 [CH] Road"

Mr Wheeler submitted that these points were accepted. However the following were disputed:

> "The Respondent made arrangements with Mr Julian Streicher, who practised as Morgans Solicitors, to act as an associate solicitor for Morgans after the closure of her practice on terms that (inter-alia):
>
> The Respondent would practise from her home address of… Southall on the basis that address would be a branch office address of Morgans;
>
> Mr Streicher would be responsible for informing Morgans' PI Insurer that the Respondent was acting as an Associate from a new branch office, and
>
> The Respondent would make a payment of £800 to Mr Streicher in respect of the opening of the branch office..."

The Answer continued:

> "The Respondent informed the Applicant by e-mail on 2nd May 2013 that the practice of King Solicitors (UK) Ltd had closed and that the former practice had merged with Morgans."

Mr Wheeler submitted that it was common ground that an e-mail has been sent in those terms but the accuracy of what it said was disputed.

88.2 The Answer continued: "The Respondent completed the sale of flat...67 [CH] whilst practising as an Associate at Morgans" Mr Wheeler submitted that it was disputed that the Respondent was acting as an associate. The Answer continued "At the time of completion of the sale proceeds of £397,000 were paid into an office account (instead of the Morgans' client account)..." Mr Wheeler agreed that the money had not been paid into a client account but it was not paid into a Morgans office account but to an account in the Respondent's name. The Applicant accepted the rest of that paragraph which described the transfer on to the seller after deduction of the sum of £2,680 in respect of the legal costs and disbursements of the sale. The Applicant also accepted that the client had not suffered any loss.

88.3 Mr Wheeler referred the Tribunal to the Respondent's e-mail to the Applicant on 2 May 2013 advising that she had closed her firm and merged as an associate solicitor with Morgans Solicitors. The e-mail continued:

> "Also, our Branch office is… Southall Middlesex…. I mostly sit in the branch office. Please keep in your record accordingly. Please send all correspondence directly to our Branch office at… Southall…. My direct phone is… Mob…
> Email: p.king.morgan.solicitors...
> Please kindly mention in your record that I will be doing the following matter
> 1. Residential and Commercial conveyancing
> 2. Immigration, Family matter, Wills & Probates, Employment and Criminal Law…
> P. King
> Solicitor (SRA NO...)
> Morgans Solicitors (SRA ID...)
>
> Morgans Solicitors: Branch Office ...Southall
> Head Office:... Harrow"

Mr Wheeler submitted that in the email above it was represented to the Applicant that there was a head office and a branch office. He also referred to a telephone attendance note recorded by CM a staff member at the Applicant dated 13 May 2013:

> "Telephone call out to [the Respondent] in response to the e-mail received from the Contact Centre last thing on Friday.
>
> [The Respondent] stated that Morgans Solicitors are a successor practice for King Solicitors (UK) Ltd. She said that she has taken all of her client files with her, not that there are many. In relation to the firm's client account, she said there are no monies held and that [KB] has been liaising with her over this.

I asked if she had filed her cease to hold accountants report and she said that the accountants are coming in at the end of this month to start working on this.

I asked [the Respondent] if she had notified the [Applicant] prior to her e-mail of 02 May 2013 that she was closing her firm she stated that she had not.

I went on to discuss PI run-off cover with her and she said this was going to be covered by Morgans.

[The Respondent] did not seem at all at ease speaking to me on the phone…"

88.4 On 13 May 2013, the same staff member of the Applicant e-mailed Mr JS at 11.53 stating:

> "We have been notified by [the Respondent] that King Solicitors has amalgamated with Morgans Solicitors as from 01 May 2013.
>
> Can you confirm that you are the successor practice for King Solicitors and that run-off PI cover is in place.
>
> Should you have any queries, please do not hesitate to contact me directly on the phone number below."

At the top of the same bundle page was an e-mail without a heading from Mr JS which Mr Wheeler said was to the Applicant and which he confirmed in his witness statement reflected his view of the proposition that there was a merger:

> "I am told by [the Respondent] that run-off cover is NOT in place. Apparently she is closing all her files.
>
> She has not merged with Morgans. She is welcome to give new matters to us on a consultancy basis."

Mr Wheeler submitted that the matter was followed up by the Applicant on 13 May 2013 and recorded in a telephone attendance note as follows:

> "TC [staff member] out to Mr Streicher at Morgans Solicitors in response to a voicemail left.
>
> He said that Morgans is most definitely not the successor practice of King Solicitors. He had advised [the Respondent] that she could run a few new matters through the firm if she wanted to, but the clients would have to be made aware of his firm handling the matter.
>
> He confirmed that he most definitely is not buying run-off cover either.
>
> Mr Streicher said his firm does not have a client account and there is no way that he would be opening one. [The Respondent] is aware of this.…"

There was an e-mail of 13 May 2013 at 13.24 from the Respondent to CM of the Applicant with a heading King Solicitors (UK) Ltd and a CRM number:

> "Thanks for your e-mail today to Mr Strecher (sic) (Morgans Solicitors) and telephone to me this morning. This is for your kind information that in the early month of 2013, I have already spoken to the Solicitors help line Ethics Department ([Ms C]) and she said I do not require the run-off cover. If I have merged with the Morgans Solicitors and they are successor practice of our King Solicitors also the Morgans Solicitors no need to buy run of (sic) cover. You may contact with her for clarifies and please let me know if anything change…"

This e-mail was said to be copied to Mr JS at an e-mail address but there was no "CC" line in the email. There was an e-mail reply which was undated in the papers from the same staff member (CM) of the Applicant to the Respondent stating:

> "Mr Streicher has informed me that King Solicitors has not merged with Morgans Solicitors and it is not the successor practice for your firm. You will be purely working any new matters through Morgans on a consultancy basis only.
>
> You will therefore be required to provide PI run off cover and formally close your firm with the SRA and your clients…"

88.5 There were also two e-mails of 13 May 2013 from the Respondent to KB of the Applicant; one timed at 05.57 and another at 14.59. The 05.57 e-mail said:

> "The [Applicant] has contacted me today that I still need to buy run-off cover.
>
> I have already closed my firm and informed to the [Applicant] and clients. I am contacting today to the ARP insurance for my run-off cover…"

The 14.59 e-mail said:

> "Please refer to my first e-mail today.
>
> I understand that I need to buy run office (sic) cover and contacted to the ARP to send me run off cover amount and I have informed to the [Applicant] [CM] (Supervisor) about this. I was confused, sorry for this confusion and/or oversight."

Mr Wheeler commented that the timing of the 05.57 e-mail appeared odd having regard to the prior contacts between the Respondent and the Applicant. He pointed out that the Respondent accepted that run-off cover was required and the 14.59 e-mail followed on from her being told that this was not a merger.

88.6 Mr Wheeler then referred the Tribunal to the documents which had been compiled from those that the Respondent had produced. He referred to two e-mails dated 18 April 2013 from Mr JS to a Yahoo address for King Solicitors. The first was timed at 13.42 and stated:

> "Preeti I told you two things. First in all probability you'll escape the criminal case. Second you can practice under my firm to your heart's content except I will NEVER EVER have a client account. You should get on the police station scheme in the future. Ring the Law society about registering and getting a PIN number and doing the course at ardiff (sic) university..."

This e-mail appeared to be in response to an e-mail which was not before the Tribunal. The second e-mail was timed at 15.49:

> "NO NEVER OPEN A CLIENT ACCOUNT IN MY FIRM'S NAME. NEVER EVER EVER!!!!
> You can do absolutely anything other than open client account. I am allergic to client accounts!"

It appeared from this document in the Respondent's bundle that the remainder of the text had been cut out save for the name "Julian Prus" and his e-mail address. The Respondent replied at 23.16 the same day:

> "Okay I will not open but what I should do these which I have conveyancing work in the middle?"

Mr Wheeler submitted that what Mr JS was saying to the Respondent could not have been clearer.

88.7 Mr Wheeler submitted that the "morgan" email address used by the Respondent for her email to Mr M in the conveyancing transaction on 13 May 2013 displayed the same telephone number as the Respondent's Southall address. Mr Wheeler submitted that there was no indication that the Southall address was a branch of a firm of solicitors and there were no telephone numbers other than hers at that address. He also drew attention to a formal letter sent by the Respondent to Mr M on 25 May 2013 on paper headed "Morgans Solicitors" but showing the Southall address and telephone numbers which bore no indication that it was a branch or that there was a head office and again there was only one set of contact details. It was signed off "*MS* Morgans Solicitors". At the foot of the letter was the text:

> "*Principal Solicitor. Julian Streicher*
> Associate. P King
> Morgans Solicitors is authorised... SRA number 75539"

A further letter on 31 May 2013 to Mr M had the same heading but at the foot the text showed:

> "*Solicitors Julian Streicher & P King*
> Morgans Solicitors is authorised... SRA number 75539"

Mr M took the contact details at face value and on 3 June 2013 wrote to the Respondent addressed to Morgans Solicitors using the Southall address. On 7 June 2013, the Respondent using the p.king.morgan.solicitors e-mail address again wrote to Mr M signing off P King Morgans Solicitors using the Southall address. The signoff was a little different in this e-mail but was substantially the same as in the others. On

10 June 2013, Mr M having spoken to the Applicant sent an e-mail to its fraud Department stating:

> "Further to my earlier telephone conversation, I attach a letter received from [the Respondent] which as you can see is [from] Morgans Solicitors
>
> I have today spoken to Julian Streicher, the principal of Morgans Solicitors and he is adamant that [the Respondent] does not work for him and has no authority to be using his letterhead.
>
> I have also established that the client account details shown on the attached requisitions on title (which are stated to be from Morgans Solicitors) are not for Morgans Solicitors (SRA number 75539).
>
> I have also attached an e-mail from Mr Julian Streicher for your information as well.
>
> To be clear, I have no reason to believe that [the Respondent] has acted fraudulently in the actual transaction it is simply that she is purporting to be employed by a firm when that appears not be the case."

Mr M attached the requisition for the CHAPS transfer dated 10 June set out in the background to this judgment giving details of an HSBC bank account for Morgans Solicitors which reflected what Mr M understood the Respondent had been provided.

88.8 Mr Wheeler submitted that the Respondent provided a statement for the HSBC account showing the Southall address which was titled "Ms Preeti King, T/As Morgans Solicitors Southall (UK)". The details of the account including the sort code matched the CHAPS document details. The statement showed the receipt of £39,500 the deposit for CH Road on 5 June 2013, the receipt of £357,500 from D LLP on 10 June 2013 and payment of £394,320 to the Respondent's client Mr S on 10 June 2013. Mr Wheeler relied on the evidence of Mr JS and Mr M as well as the e-mail exchanges and letterheads which the Tribunal had seen. He emphasised that this had been a genuine transaction.

88.9 Mr Wheeler submitted that in his statement Mr JS included:

> "I refer to Mr Marsh's e-mail of 10 June 2013 which I can confirm is correct in that [the Respondent] did not work for Morgans Solicitors in 2013, she had no authority to use its letterhead, and the client account details shown on [the CHAPS requisition] are not those of Morgans Solicitors. As I have stated, we do not have a client account and we did not have one at HSBC as at 10 June 2013.
>
> I confirm that prior to 10 June 2013 I have never spoken with Mr [M] previously which is not surprising given that he specialises in property law and Morgans Solicitors in criminal law.
>
> I have read the documents at pages ...which are [the Respondent's] e-mail of 13 May 2013, her letter of 25 May 2013 and her letter of 31 May 2013

respectively. In each case I can confirm that she had no authority to hold herself out as being employed or otherwise engaged by Morgans Solicitors for the purpose of providing legal services. She was not an 'Associate' as she purports to be in her letter of 25 May 2013. She was not a solicitor at Morgans Solicitors as she purports to be in her letter of 31 May 2013."

Later in his statement Mr JS said:

"I had advises (sic) [the Respondent] that we would accept immigration 'run off' cases that I would supervise. I never agreed to her doing conveyancing matters. If she did do any conveyancing work in the name of Morgans Solicitors this was wholly unauthorised by me.

I also see that I must have spoken to [CM of the Applicant] on 13 May 2013 to confirm that Morgans Solicitors was not a successor practice to King Solicitors (UK) Ltd, that I was not buying run-off cover in respect of King Solicitors clients, I did not have a client account, and I expressed my concern and unhappiness at what had occurred. I refer to [CM's] telephone attendance note of 13 May 2013.

It is clear that [the Respondent] could not have carried out the conveyancing transaction through Morgans Solicitors or, if she had, it would have proven very difficult to do because it lacked a client account. In any case, [the Respondent] had never discussed the matter with me and, as such, had no authority to conduct the matter through Morgans Solicitors."

88.10 Mr Wheeler referred the Tribunal to the Respondent's letter to the Applicant dated 20 September 2013 responding to the request for production of various documents in the letter from the Applicant dated 10 September 2103. The Respondent's letter stopped at the end of the third page but a second amplified/amended version of it was produced by the Applicant later in the hearing. At the beginning of the letter the Respondent said she was shocked to receive it having received an earlier letter on dated 27 March 2013. She said that the Applicant had thoroughly investigated and taken all required documents and that from 1 May 2013 she was no longer an employee/director of the firm and "do not have any access of this." Later in the letter she said:

"Again as you are aware that as per The Solicitors Regulation Authority's direction the King Solicitors (UK) Ltd was ceased from 1st May 2013, due to not getting Professional Indemnity Insurance and/or getting High Premium more than the firm income. The firm was very small and working only from two-bedroom flat front part of one room only. I am no more employee or and director of the firm and not have any access of the firm.

Further, the bank accounts (£0. balance) was closed, all copies have been taken by the Forensic Investigation officer ([Applicant]) before closing. Therefore, I do not have any access of any documents for the firm. There is no more [Applicant] number for the firm and no record at all. As per the company Law, I am separate entity and firm was separate…"

Later in the letter the Respondent referred to closing the firm on 1 May 2013 and stated that on that date King Legal Services was registered:

> "From 1st of May 2013, the King Legal Services had been registered with the Chartered Institute of Legal Executives, Authorised and Regulated by the Ilex Professional Standard & The Chartered Institute of Legal Executives. On 10th of May 2013, your [Applicant] forensic Investigation officer Mr Cassini asked me he needs copy of my Certificate of the Legal Executive. I am herewith enclosing the same for your kind consideration. However, I have informed the Chartered Institute/Ilex that I cannot work full-time due to my medical condition and closing previous firm."

Mr Wheeler submitted that there was no mention in this letter of the Respondent having acted as an associate of Morgans Solicitors or having merged with them or having an arrangement with Mr JS and one would expect to see such a reference if it was genuine.

88.11 Mr Wheeler submitted that the substance of the allegation regarding holding out in respect of Morgans Solicitors was based on six points.

(i) Mr JS was consistent in saying that the Respondent had no authority to act as she did to carry out conveyancing work purportedly on behalf of his firm. He was clear to her in his e-mail in April 2013 that she could bring some work to the firm but nothing requiring a client account. In May 2013, he told the Applicant that there had been no merger; that his firm was not a successor firm to hers and that she was bringing work on a consultancy basis. In June 2013, Mr JS told Mr M that the Respondent had no authority to hold herself out as an associate of his firm or to carry out conveyancing for it. His consistent evidence ought to be believed. There was no reason that Mr JS could not engage the Respondent as an associate if he wanted to do so and he had no reason to lie about it.

(ii) Even if there was an arrangement of some kind with Mr JS it could not involve authority to carry out conveyancing because he was clear that he had no client account and that the Respondent could not open one. She had no authority to do that and so it ruled out her doing conveyancing work.

(iii) It could be seen from the email exchanges of 13 May 2013 that the Respondent knew that Mr JS objected to what she had told the Applicant about the merger. Despite that she carried on in her dealings with Mr M holding herself out as acting for Morgans. If there had genuinely been an arrangement before 13 May 2013 then when the Respondent learned of Mr JS's objections she should have raised the matter with him. There was no suggestion of that even in her statement making reference to an arrangement between herself and Mr JS.

(iv) The Respondent's own documents in which she held herself out did not accord with her own account of the arrangement with Mr JS. She said she was an associate acting through a branch office but that was not what the documents she sent to Mr M suggested. They made no mention of any other office and the

contact details were for the Southall address only. The Respondent produced no evidence at all that the conveyancing client was told that his file had been transferred from the firm to Morgan Solicitors. If this was a legitimate arrangement she would tell him and needed to get his consent to the transfer between the firms. There was no evidence of exchanges between Mr JS and the client of any kind.

(v) The bank account which the Respondent used which was said to be an office account of Morgans Solicitors was nothing of the sort. The account was held by the Respondent under the trading name of Morgan Solicitors. It was inconceivable that an associate could operate an account in that way especially where there was a single name of a sole practitioner. One would expect the account to be in the name of the company or an individual sole practitioner's name not that of an associate.

(vi) The Respondent's position after September 2013 was completely different to the account she was giving now. She referred to acting under the regulation of CILex and there was no reference to acting for Morgans or opening a branch of that firm in her letter to the Applicant of September 2013.

Allegation of Dishonesty regarding Allegations 2.1 and 2.2

88.12 It was stated in the Rule 7 Statement that on 13, 25 and 31 May and on 7 June 2013, the Respondent held herself out to a firm of solicitors as being an associate solicitor and/or solicitor at Morgans Solicitors at a time when she was neither of these; and provided bank details that purported to be those for Morgans Solicitors for the receipt of client monies that were not those of Morgans Solicitors for the receipt of client monies. Mr Wheeler submitted that dishonesty was alleged in respect allegations 2.1 and 2.2. The Respondent portrayed herself in a false light. She disguised her true position and acted with no authority and no supervision and in wholesale contravention of the rules of the profession. This would be considered plainly dishonest by the ordinary standards of reasonable and honest people and she must have realised as much because it could scarcely have been thought otherwise.

Submissions of the Respondent in respect of Allegation 2.1 and 2.2

88.13 The Respondent in her closing submissions in respect of allegation 2.1 relied on the documentary evidence which she had provided regarding Morgans Solicitors, the payment(s) of £800 to JS, and submitted that the evidence was that he allowed her to finish this one conveyancing transaction and that was why she was associated with Morgans Solicitors for around 40 days. The Respondent in evidence stated that Mr JS had agreed that he provided her with a copy of his CV. The Respondent stated that the compliance roles had concluded by the end of April 2013. Mr JS had taken a cheque and cash when his work as COLP and COFA had finished; the cash payment of £400 was in May 2013 and a payment was £400 made in June 2013 by cheque or by an online transfer. In her evidence and in her Skeleton Argument dated 14 September 2015 in respect of the conveyancing case, the Respondent referred to a letter from HSBC dated 17 October 2013 confirming payment made on 5 May 2013 to Morgans Solicitors in the sum of £400 which she submitted was for opening the branch office; Mr JS wanted immigration cases. The amounts of £400 each which she had paid were

in relation to her working in the consultation office in Southall. The Respondent stated she was paying £100 weekly for the COLP and COFA roles. The Tribunal pointed out that she had not put this to Mr JS in cross examination and the Respondent replied that she had been told she could not ask any more questions (after cross examination had been concluded) . It was pointed out that in her Answer she did not mention the consultation office but referred to it as a branch office and also the Answer referred to a single payment of £800 made to Mr JS in respect of opening the branch office. The Respondent asserted that this was a mistake made by her then legal representative. It was a consultation office and there were two payments of £400 each. It was pointed out to the Respondent that she had signed this Answer with a statement of truth on 27 January 2015 and she replied that her legal representative had told her to sign it quickly as they needed to send it in. The Respondent stated that she had not read this particular paragraph. The Respondent also stated that when Mr JS was acting as COLP and COFA he did not provide her with his bank account details. The Respondent stated that she did not remember when she had made the cash payment of £400 but Mr JS said he needed cash and she was struggling with the conveyancing. He asked her to come to his home for family reasons. She relied on the documents relating to the HSBC accounts including the bank statement for May to June 2013 in support of her assertions.

88.14 The Respondent was asked to comment upon the allegation of dishonesty in respect of allegation 2.1 and she stated that Mr JS had e-mailed her telling her she could do what she wanted to. She was not dishonest. In her Skeleton, the Respondent stated that Morgans Solicitors received payment and allowed her to open the branch office part-time (14-15 hours a week) from her home from 1 May 2013 and allowed her to deal with the conveyancing matter which was transferred from the firm to Morgans. She asked:

> "Without his permission how can I or someone open the branch office and how can use the other firm of letterhead, please also note that before 10th June 2013, he did not complained (sic)."

88.15 In respect of allegation 2.2 in her closing submissions, the Respondent stated that she had provided Mr Marsh with details of what accounts she had under Morgans Solicitors. If she were dishonest she would have taken the money and run away with it as others had. She drew a comparison with two matters in which she had been involved in 2009 when she stated she had sent £500,000 to another firm of solicitors in a conveyancing transaction and they absconded. Her insurers had paid the lenders and this had caused an increase in her premium driving her into the ARP and finally to the closure of the firm. Her client would have suffered if she had not finished the conveyancing transaction and so she acted in the best interests of her client in accordance with the Applicant's rules. She immediately transferred the completion monies owing to the client after deduction of costs in accordance with the accounts rules. She maintained those rules allowed client money which had been placed into office account to be immediately sent elsewhere. She had not even allowed the money to remain in office account for one hour. She questioned why she should "take that fall" in circumstances where she had acted in the best interests of her clients so that he would not suffer.

88.16 In respect of allegation 2.2, the Respondent stated in evidence that the HSBC bank account was in the name of Morgans Solicitors Mr JS's bank was in Ealing and he said she could open a bank account for the Southall branch consultation office. It was an office account and not her personal account. Otherwise she would have to go to his office which was very far from her home. The Respondent agreed that in the course of the conveyancing transaction she had indicated that this was a Morgans Solicitors account.

88.17 The Respondent stated that she had made her own e-mail style p.king.morgan.solicitors… and that Mr JS had advised her to do that. She agreed that she had created that e-mail account with his authorisation. He had said that she could have a fax number and open an account and do whatever she wanted. How else would she know his firm's SRA ID number? It was clear that her address was the branch office and there was also the head office.

88.18 In cross-examination, the Respondent accepted that if a solicitor opened a branch or consultation office without authorisation that would be dishonest. The Tribunal asked for clarification as the Respondent now referred to the Southall office as a branch office and she was asked if it was her intention that it would be that rather than a consultation office. The Respondent stated that she did not understand the difference; she now understood that for a consultation office one did not need insurance and it could be opened anywhere that one wanted, a hotel, restaurant or temporary accommodation. It was the first time that she was getting experience of that and she now understood that the office was a consultation office. The Respondent was referred to her e-mail to the Applicant's contact centre of 2 May 2013 where she referred to the closure of her firm and operating as an associate solicitor with Morgans Solicitors and mostly sitting in the branch office. The Respondent stated that when Ms KB had visited the Respondent had said that she was opening a branch office and this e-mail communicated whatever she had said to Ms KB; it was a branch or consultation office. It was pointed out to her that in the second version of her statement dated 31 August 2015 she stated:

> "The Morgans Solicitors authorise me to open a part-time branch office at my two bedroom flat…"

The Respondent attributed this to a mistake in the drafting. It was her evidence that it was the Southall office of Morgans Solicitors. As to what agreement she had reached with Mr JS about a branch office, they had exchanged e-mails. It was the Southall office and so she thought it was a branch office but later noticed it was a consultation office because she noticed there was no professional indemnity insurance and so she completed only the conveyancing of 67 CH and undertook no other cases. The Respondent did not know about a branch office or consultation office; it was Mr JS's duty; he opened either a branch office or consultation office. He said he was communicating with the professional indemnity insurers. Her job was the completion. She agreed with Mr Wheeler that it was not a clear agreement with Mr JS. The Respondent was referred to paragraph 73 of her statement where she said:

> "On completion, 10th June 2013, when the buyer solicitors, Mr Philip Marsh contacted to Mr Julian Streicher (head office), he denied straightaway/changed his mind and said no and/or said only consultation office."

The Respondent rejected the suggestion that she was drawing back as to whether it was a branch or consultation office; she just did not know. She was not liable for anything. As to whether she must have known what she thought she was doing at the time, the Respondent stated that Mr JS was supervising her and it was not her duty.

88.19 In her Amended Request document dated 31 October 2015, the Respondent stated in respect of Morgans Solicitors:

> "Please see Morgans Solicitors (Mr Julian Streicher) client care letter head dated 9.1.2015, this is different letterhead and on 23rd/24th September 2015, he e-mailed to SDT was different. To me he said I can make do my own wish letterhead for Southall office. Further, he said I can do whatever I wish to do. You have already seen his e-mails dated 18 April 2013, on the part heard/hearing of 22-24 September 2015.
>
> **Consultation office or/and branch office at Southall (Morgans Solicitors)**
>
> About the consultation office or/and branch office of Morgan solicitors at Southall, the Tribunal has seen all the documentary evidences (while hearing on 22-24 September 2015) Julian two CVs made by him clearly mentioned for insurer) and copy handed over to me for keep at Southall office. Also, on 23 September 2015, Mr Julian Streicher has given his witness to the SDT admitted clearly that he has taken money from me of £800/– (in the month of May 2013 and June 2013, bank transfer of £400 and cash of £400. Just to deal only one conveyancing flat 67 London. Also, Julian admitted that he has made his both CVs. You can also see further attached herewith evidence of documents a copy of his Specialist Quality Mark Certificate from the Legal Service Commission, in April 2013 he handed over to me and said keep this in our Southall Office. These are all very clear transparent evidences. I was just associate solicitor with the Morgans from 1st May 2013 to 10th June 2013 (only 41 days). As I have mentioned before (in hearing 22-24 September 2015) that since 1998, I was registered with the [Applicant] and never breached any Rules. Please take into account."

The Respondent confirmed that because she had been told that she could do absolutely anything she wished she made her own letterhead on behalf of Mr JS. In her earlier Skeleton Argument, the Respondent stated:

> "From the Morgans Solicitors, I never deal any single file of Immigration or any other matter from his branch office" [and she added in oral evidence or consultation office] as he [Mr JS] mentioned in his statement. We have not discussed about the Immigration or any matter. Please see his e-mails dated 18 April 2013…"

88.20 The Respondent also stated that she had had to give a form or other document to the earlier IO Ms KB. She came and asked if the Respondent was closing the firm and the Respondent had said that there were no active files save the conveyancing file and the Applicant had taken copies of everything. The Tribunal enquired what had happened to the files when the firm closed. The Respondent stated that they went to Morgan Solicitors; it was only a small office. The Respondent was asked how many client

files she had at 1 May 2013 and was this conveyancing file the only one when she closed. The Respondent stated that she did not remember any other files but was not sure that this was the only one. In her Answer the Respondent stated:

> "The Respondent terminated her practising arrangements with Morgans in June 2013 after completion of the sale of Flat... 67 [CH]."

The Respondent stated that this had happened on 10 June 2013 when the Respondent heard about the complaint against her. A few days before Mr JS had received £400. She was sad. Perhaps he thought he had a conflict of interest because he was dealing with her criminal matter. She knew Mr JS and so she had given her criminal case to him. Overall the Respondent attributed the evidence given against her by Mr JS to the loss of her criminal case. She believed that was the reason he "changed his mind and complained against me when he received the phone call (10.06.13) from Mr Philip Marsh, later he thought may be conflict about opening the branch office and my criminal case."

88.21 The Respondent agreed that the firm had closed on 1 May 2013 and that until 30 April 2013 she was the principal partner and director and had been from 2002. It was her evidence from 1 May 2013 to 10 June 2013 she was an associate of Morgans Solicitors. From then on she had operated King Legal Services as an associate member of CILex. In her Answer the Respondent stated:

> "The Respondent confirms that she is now an Associate Member of the Chartered Institute of Legal Executives (and has been since May 2013). The Respondent denies the Applicant's claim that she has practised in breach of the CILEX (sic) regulations since June 2013 (or at any other time) and the Applicant is put to strict proof of the claim (to the extent if any that the Tribunal has jurisdiction to consider the claim)."

The Respondent referred the Tribunal to the Associate Certificate dated 27 September 2011 which had been sent to her by CILex. The Tribunal sought to clarify with the Respondent whether she was asserting that possession of the certificate gave her the right to practise as an Associate member in her own right. She responded that she had been sent information by CILex in April 2013 and spoken to them on 17 April 2013 telling them that due to the professional indemnity insurance position she was closing the firm and making an arrangement with Morgan Solicitors because she could work part-time. They had checked their records and said that she could open an office as a self-employed person and work from home. They sent her their Start Up Guide (which was before the Tribunal in her papers) which set out how to practise and mentioned what rights she had. They had sent it to her so she could start; otherwise why would they have sent it? The Respondent referred to the section of the Start Up Guide "WHAT CAN I CALL MYSELF?" The Respondent clarified that she was undertaking non-reserved work. CILex had said she could read the Guide and do her own start-up. The Respondent stated that she would do no conveyancing work because it was not covered with CILex. She was asked whether she accepted that between 1 May 2013 and 10 June 2013 she was not practising as a legal executive and agreed. Mr Wheeler clarified that the Applicant was not concerned with work done after 10 June 2013 but only with the conveyancing transaction; the allegation did not extend beyond that. The Respondent stated that she had not yet made an application to

CILex in respect of immigration and conveyancing work because she was very busy with this case although they had given her form and she did not know if she would apply in the future.

88.22 The Respondent agreed it was her position that Mr JS had allowed her to open a separate bank account; this was based on his e-mail saying that she could do what she liked but not open a client account. The Respondent maintained this answer when asked whether whatever she had done was legal. She confirmed that as an associate solicitor of Morgans Solicitors she was perfectly entitled to do that under Mr JS's supervision. It was put to her that in her statement she said she had nothing to hide, that the branch office letterhead was clearly showing the head office SRA number etc so anyone who wanted to could make any enquiry and that this was very clear evidence of her honesty and integrity. She agreed and this was why her statement was 36 pages long.

88.23 The Respondent was referred to several communications to Mr M in respect of all of which she relied on Mr JS's approval of the letterheads and his 18 April 2013 email about what work she could do. . It was put to the Respondent that the e-mail she referred to was in broad terms and she again referred to the two CVs. The e-mail meant everything:

- E-mail of 13 May 2013 to Mr M; she agreed that there was no mention of Morgans Solicitors Sudbury office and stated that Mr M knew about that from previous e-mails. There was no reference to the office being a branch because it was a short e-mail. The identity of the firm was clear in the heading and so why should she mention contact details for head office. The e-mail to the Applicant of 2 May 2013 was a different matter because she was writing to her regulatory body. It was put to the Respondent that she had not produced any previous e-mails to Mr M and she said she could produce them but it was Mr M who produced this one.

- Letter dated 25 May 2013 which had a Morgans Solicitors letterhead, the Southall address and telephone number, as to the letterhead containing no mention that this was the address of a branch office the Respondent pointed out that at the bottom of the letter she was shown as an associate with Mr JS as Principal Solicitor along with the Morgans Solicitors letterhead and at the foot the SRA ID number for Morgans Solicitors. Mr Wheeler asked the Respondent whether she accepted that the document gave the impression that she and Mr JS were practising solely from the Southall address. The Respondent relied on her role as only an associate and the fact that Mr M had managed to contact Mr JS. She rejected the suggestion that she omitted the details of the Sudbury office because she did not want the risk of people contacting Mr JS and her false representations being exposed.

- Letter to Mr M dated 31 May 2013 with the Morgans Solicitors letterhead and the Southall address showing two solicitors Mr JS and the Respondent, the Respondent stated that Mr JS changed the letterhead.

- E-mail on 7 June 2013 to Mr Marsh which was signed off P King, Morgans Solicitors with the Southall address and telephone details, the Respondent stated that on 7 June 2013 she was with Morgans Solicitors, This was just a short e-mail of just one line.

88.24. The Respondent was referred to her witness statement where she said:

> "But after completion, I was busy with the transfer… (When the buyer solicitors phoned me, I was not available), then he phoned to Mr Julian Streicher (Morgan Solicitors), it was mentioned clearly everything in the letterhead the firm SRA ID no. etc I have nothing to hide, as this was permitted by Morgan Solicitors, so if someone wants to phone and find out anything, they can do so…"

The Respondent maintained that if one input the SRA ID number into the Applicant's website everything would become clear; she had nothing to hide. The Respondent rejected the suggestion that the letterhead made every effort to conceal what she said was a legal arrangement. When pressed, the Respondent stated that she had come up with the letterheads and Mr JS had seen those of 25 and 31 May. The Respondent clarified for the Tribunal that she had drafted the letterhead for the Southall office and sent it to Mr JS. As to why the details at the foot of the letter changed and in a period of six days, the Respondent stated that first Mr JS said he was the principal and she was the associate and in the second letterhead he said that she could put them as two solicitors. This was not being changed dishonestly; they were just names; the only difference was that they were both shown as solicitors. Mr Wheeler put it to the Respondent that this was not the standard form of letterhead for Morgans Solicitors. The Respondent said that she had drafted it and when asked who had typed and created it she said that many people came to her office as volunteers. The Respondent stated that she had nothing to do with this letterhead. If there was any dishonesty, why use the Morgan Solicitors identification number and show the letterhead to Morgan Solicitors and JS authorised her to carry on with the conveyancing. The similarity between the layout at the foot of the letterhead she had used and that on her letter of 4 March 2010 to Mr DD of OISC was because she drafted the letterhead.

88.25 The Respondent was referred to her letter of 20 September 2013 in reply to the Applicant's notice letter of 10 September 2013 in respect of the investigation. It was pointed out that while she confirmed that on 1 May 2013 King Legal Services was registered as a practice with CILex, she did not say that the firm had merged with Morgan Solicitors anywhere in her letter. The Respondent stated that she did not need to; she had already informed the Applicant on 2 May 2013. Mr Wheeler pointed out that here it said that she had closed the firm and set up King Legal Services with which she agreed. He put it to her that this was an entirely inconsistent explanation as she said that she was acting as an associate of Morgan Solicitors from 1 May to 10 June 2013. The Respondent stated that this was the King Legal Services letterhead. She could not undertake reserved activities (the conveyancing) with CILex but she could operate as King Legal Services and Morgan Solicitors. The Tribunal had her Associate Certificate issued in 2011 which did not have to be renewed every year like a practising certificate. She just paid an annual membership fee to CILex. The Respondent rejected the suggestion that she had wiped from the narrative her arrangement with Morgan Solicitors because it was not true.

88.26 The Respondent was asked about notification of the file transfer to the conveyancing client. In her statement she said:

> "Again after taking consent from client and Morgan Solicitors, I have transferred the file to Morgans Solicitors to complete this conveyancing as I have acted lawfully, accordingly and best interest of client and not breached any rule."

Mr Wheeler put it to the Respondent that there was no evidence that she had told the client of the transfer. There was an attendance note dated 14 October 2013 which referred to a telephone call to the client seeking his permission to send his file of papers to the Applicant and recording that he wanted to keep his papers confidential (and not to be shown to the Applicant "or any other authority", was happy with the firm's fee and services and that he wanted his original file which she said he could collect and which the note recorded that he did that on 15 October 2013.) The Respondent stated that this was just a quick attendance note and the client understood about Morgans Solicitors. The Respondent stated that she had produced evidence to the Applicant that she had told the client of the change. Without giving consent how could he have been happy and taken the £397,000. Ms KB came to office many times and visited in both March 2013 before the question of the transfer to Morgan Solicitors had risen and also came in April 2013 and took photocopies. The Respondent did not know where her copy of the letter was; she was too busy at the time with this case and other things. Mr Wheeler referred the Respondent to CM's attendance note dated 13 May 2013 of her telephone conversation with the Respondent and the e-mail from CM timed at 11.53 on 13 May 2013 to JS, seeking his confirmation that his was the successor practice for the firm. The Respondent relied on her documentary evidence. The Respondent was referred to her e-mail of the same day 13 May 2013 at 13.24 to CM; the contents suggested that the Respondent had seen JS's e-mail because it included: "Thanks for your e-mail today to Mr Streicher (Morgan Solicitors)..." The Respondent stated that Mr JS changed his mind suddenly. When pressed she stated that she did not recall seeing Mr JS's e-mail to CM stating that she had not merged with Morgans. (This e-mail was included in the bundle but only as an extract in that it did not have a date but was clearly in reply to CM's e-mail of 11.53 on 30 May 2013).

88.27 Mr Wheeler referred the Respondent to the references in the exchange of e-mails to run-off cover for her practice on 13 May 2013. The Respondent stated that she called the Applicant about opening an office and they said that she could. Mr Wheeler pointed out that the exchanges referred to merger. The Respondent stated that whatever they said and was mentioned here was correct. Mr Wheeler pointed out that the Respondent's e-mail of 13 May 2013 was signed "P King Solicitor Morgans Solicitors" at 13.24 was marked at the foot "Copy to; Mr Streicher" with his e-mail address but he was not copied in the usual way in an e-mail. The Respondent stated that she sent him a copy of it although she had not produced one. The Respondent stated there were thousands of e-mails and she did not keep a lot of them and a virus had come into her system. As to whether she might have avoided copying him in because she knew that he would object and state that his was not a successor practice to her firm, the Respondent stated that he should have mentioned that in his witness statement. He never said that he did not receive this e-mail. It was put to the Respondent that CM made it absolutely plain in her email to the Respondent that JS

said that there was no merger with Morgans Solicitors. The Respondent asserted that the last line of the CM e-mail should also be read:

> "Ms [KB], whom you have been dealing with already, will be liaising with you later today on this matter."

The Respondent was asked whether before or after receiving CM's e-mail there was any doubt in her mind that she had JS's authority. The Respondent repeated her reliance on the CVs and that the e-mail said that the Applicant was liaising with her.

88.28 The Respondent was referred to her e-mail to Ms KB at 14.59 on 13 May 2013 in which she said that she understood that she needed to buy run-off cover and had contacted the ARP. Mr Wheeler put it to her that this reflected what CM had told her in the e-mail informing her that JS had told CM that there was no merger and therefore Morgans Solicitors would not be providing run-off cover and CM's e-mail stated that the Respondent would be required to provide PI run-off cover. The Respondent again referred to the payments totalling £800, two CVs and copies of what she referred to as Mr JS's private and confidential Morgans Solicitors documents in rejecting the suggestion that she did not have authority. She stated that he suddenly changed his mind. She did not know if he changed his position on 13 May or 10 June 2013. It was put the Respondent that it was clear to her by mid-afternoon on 13 May 2013 that Mr JS did not agree with what she said about the merger. The Respondent replied that whatever Morgans Solicitors said, she had done that until 10 June 2013. As to why she did not respond to CM to say that Mr JS had agreed for her to act, the Respondent said that he told her to carry on with her work and not worry about the Applicant. He said that the Applicant "was fire and would burn her." Whatever he said she had done and she did not know what went on regarding the e-mail from CM informing her that Mr JS had rejected the suggestion of the merger.

88.29 The Respondent was then referred by Mr Wheeler to her e-mail sent at 19.37 on 13 May 2013 to Mr M about the property sale which she signed off as P King Morgans Solicitors with an e-mail address including p.king.morgan.solicitors with the Southall address and telephone number details. This was sent after CM's e-mail. The Respondent stated that her "computer watch" was wrong and did not give the correct time on the e-mail. Mr Wheeler pointed out that this could not be right because Mr M sent an e-mail to an employee of his firm at 22.20 that night asking her to print off various forms and e-mail them to the Respondent and this had been requested in the Respondent's e-mail of 19.37. Mr M forwarded that e-mail to his colleague. The Respondent stated that these were unsocial hours and maybe her computer was giving the wrong time.

88.30 In respect of allegation 2.2, the Respondent was then asked about the HSBC account in Southall. Mr Wheeler referred the Respondent to her amended witness statement where she had said:

> "However, I am extremely sorry that at that time client account was not open, it was under process of the bank. Therefore, I was having no choice but to provide in the office account; from the client account on the same day I have transferred funds to the Seller/client…"

The Respondent agreed that it was inevitable that she would have to handle client money in order to undertake conveyancing but asserted that it was not a new instruction it had been going on for six months. It was in her mind to complete it. There was no harm to the client. She agreed that it was a requirement of the solicitor's accounts rules that client money must be held in client account but said this was an exceptional case. If a truck was coming on the left-hand side of the road one could go to the right-hand side in exceptional circumstances. The Tribunal asked the Respondent to clarify whether she was saying that the rules provided that in exceptional circumstances one could put client money in office account. She stated that she was not saying that, but reverted to her driving example. She was "stuck with" this conveyance and so the money had to go into an account so she gave them the office account number. She did not know whether Morgans Solicitors had an existing client account. Mr Wheeler referred her to her statement:

> "Further, the Morgans Solicitors allowed me to open separate bank account in the name of Morgans Solicitors for Southall branch.… At that time the bank Manager did not open the client account and said it would take time."

The Respondent said that it was true she had permission for a further office account to be opened and she did not until that time have permission for a client account. As to whether she had permission for that at any time, the Respondent replied "No" because the office closed in 40 days. It was just a discussion. She was asked if it was her evidence that permission was given to have a client account and she replied "No no"; she just asked the manager about a client account and he said it would take time. The Respondent said that at the time of completion the client was in the United States. After speaking to Mr M on 10 June 2013 the money was transferred straight away to the client. The Respondent rejected the suggestion that it was clear she had no permission to undertake conveyancing work with Morgans Solicitors because she had no permission for a client account. She stated this was one exceptional case where she acted in the client's best interests. Mr JS had given her permission because he said she could do what she wanted without a client account. She agreed she had given the details of the HSBC account to the purchaser's solicitors; she only had one account and agreed it was an office account for Morgans Solicitors. The Respondent repeated her reliance on the rules allowing an immediate transfer if client money had been placed in office account. She had not kept the money for herself.

88.31 Mr Wheeler put to the Respondent the description of the account as set out in the bank statements from HSBC running from 30 May to 30 June 2013 in her documents. "Ms Preeti King T/As Morgans Solicitors Southall (UK)". As to the fact it was in the Respondent's name, she stated that she did not do it herself. The bank asked who would sign cheques and she said she would. They could not name it as JS. It was put to her that as an associate of the firm which she said she was, one would not expect her to hold office money in her own name. The Respondent stated that the principal could not come every day to sign cheques so he authorised her. She agreed that she had closed the bank account on 10 June 2013. She had spoken to the bank manager and asked them what she could do as Morgan Solicitors. They had transferred the account to King Legal Services but it had since closed on 18 September 2015. The bank said they would delete Morgan Solicitors and keep the same bank account number. She closed the account because there was no money and she had no income and the bank charged if personal cheques were written. It was put to the Respondent

that in her statement she said that after Mr M and the Applicant contacted Mr JS he changed his mind and:

> "I was shocked so immediately I had closed the branch office of Morgans Solicitors from 10 June 2013, also close his bank account of Southall branch…"

The Respondent was asked if this was a slip of the tongue saying it was her account. She said she had closed Morgan Solicitors account and needed a new account. The bank said they could replace the name Morgan Solicitors with King Legal Services. This was not in her control. She was asked if she now accepted that her evidence in the witness statement that she closed the account on 10 June was not true. The Respondent stated she closed the branch office on 10 June 2013 and closed Morgan Solicitors name and she had provided several months' bank statements and if she had behaved dishonestly she would not have done so. The bank statements produced related to King Legal Services. As to saying that she had "closed" the bank account it was a "general word" it meant she had closed the name. The bank said she could have the same number but with King Legal Services so what was wrong?

88.32 It was put to the Respondent that she had acted without authority and dishonestly in holding herself out as an associate when she knew that was not true. The Respondent repeated her reliance on an immediate transfer from office account and rejected the allegation of dishonesty. As to whether she had a contract of employment as a basis for acting, the Respondent stated that she was waiting for Mr JS to give her a contract; it was his duty to do it not hers. She did not receive a salary; she had to pay him £400 a month to open the Southall office. She repeated her reference to his two CVs which he said she could keep in the Southall office with his Legal Services Commission quality mark certificate which she sent to the Applicant and the Tribunal on 16 October 2015. She paid him two amounts of £400 to open the Southall office. Mr Wheeler suggested that there were three different versions from the Respondent of what the agreement was in respect of payment for opening the branch office; £800 referred to in her Answer to the Rule 7 Statement dated 27 January 2015, two payments of £400 each and £100 a week making £400 a month. The Respondent again stated the Answer had been drafted quickly by her representative following a telephone conversation. Mr Wheeler pointed out that in her witness statement at paragraph 72 she had said regarding JS:

> "I asked him I would pay £100 a week (£400 a month)… He has taken money from me of £400 a month, he has taken total £800 from me."

As to how many weeks there were in one month, put to her by Mr Wheeler, the Respondent said that this was a small issue.

<u>Determination of the Tribunal in respect of Allegation 2.1 and 2 .2 including Dishonesty</u>

88.33 The Tribunal had regard to the evidence including the oral evidence, and the submissions for the Applicant and by the Respondent. In respect of all aspects of allegation 2 the Applicant alleged breach of Principle 2 of the SRA Principles 2011 requiring a solicitor to act with integrity; and breaches of the SRA Practice Framework Rules 2011 as follows: Rule 1.1 which permitted an individual to practise

as a solicitor from an office in England and Wales in specified ways only including as a recognise sole practitioner or employee of a recognised sole practitioner, and as a manager, employee, member or interest holder of an authorised body in certain circumstances. Rule 8.1 related to reserved work and included "the preparation of instruments and the lodging of documents relating to the transfer or charge of land (8.1(Iv)). Rule 9.1 required a solicitor practising to have a practising certificate or to be exempt (Rule 9.1(b)) and Rule 10.1 prohibited a solicitor from practising as a sole practitioner unless the Applicant had first authorised them as a recognised practitioner by endorsing their practising certificate or they were exempt or authorised to practise as a sole practitioner by an approved regulator other than the Applicant.

88.34 The basis of allegation 2.1 was that the Respondent informed the Applicant that the firm merged with Morgans from 1 May 2013; that the Respondent represented to Mr M in the conveyancing transaction that she was working for Morgans; she was stated on notepaper to be an Associate or solicitor with Morgans; and that contact details on emails suggested the Respondent was working for Morgans. The basis of the Respondent's defence was that Respondent understood she could operate a branch/Southall/consultation office with the consent of Mr JS; that Mr JS approved the notepaper; and that the Respondent did not hide details of Morgans' main office as the letterhead stated Morgans' Applicant number. It was not disputed that after the firm closed, the Respondent completed a conveyancing transaction; that before this the Respondent had on her own evidence and that of Mr JS tried to persuade him to allow her to undertake conveyancing under the aegis of his firm. His evidence was that he had categorically refused to consent and the Respondent's evidence was that she was convinced he had agreed because of what he had told her about the scope of what she could do. The Tribunal's task had been complicated because the Respondent had in giving evidence been evasive, combative and deflected questions about her relationship if any with Morgans Solicitors by insisting that all questions should be directed to Mr JS. The Tribunal considered that crucial to determining these allegations was a series of email exchanges between the Respondent and the Applicant and the Respondent and Mr JS. The position was somewhat further complicated because on her own admission the Respondent had been selective in presenting the emails. Also during the course of her evidence, the Respondent had clearly changed her position. Originally as in her Answer dated 27 January 2015 and her Amended Statement dated 31 August 2015 she referred to the Southall address as a "branch" office of Morgans Solicitors but increasingly during the hearing she referred to it as a "consultation" office. The Tribunal was well aware that the regulatory requirements for the latter were much easier to satisfy than those for the former and that there was another allegation relating to insurance arrangements in respect of which it would be to the Respondent's advantage for the Southall address to be a consultation office. Her final position was that she did not know or need to know (or care) what status the office held as that was a matter for Mr JS. She advised the Applicant on 2 May 2013 that her firm closed and merged with Morgans Solicitors with effect from the previous day. In an e-mail to the Contact Centre of the Applicant, the Respondent described her office as a branch office. Mr JS was contacted and strongly refuted that assertion, stating that she was welcome to give new matters to his firm on a consultancy basis. The Applicant advised her of Mr JS's position on 13 May 2013 after further exchanges of e-mail. The Respondent continued to work on the conveyancing transaction and matters only came to a head on 10 June 2013 when Mr M contacted Mr JS because of his concerns arising out of completion. The

strength of Mr JS's reaction to Mr M's telephone call to him on that day was compelling evidence of Mr JS's position. Mr JS further said that his reference to work being referred to him on a consultancy basis related only to immigration matters. Both in e-mails and in evidence Mr JS showed the strongest possible aversion to opening a client account and he had made this plain to the Respondent. The Respondent's e-mail exchanges with the Applicant about the insurance position of her work were contradictory and not helpful in determining the true position. The Tribunal had to be sure beyond a reasonable doubt that the Respondent had held herself out to Mr M on four separate occasions as being an associate and/or solicitor of Morgans Solicitors at a time when she was neither of these. The Tribunal was satisfied to the required standard that the Respondent had held herself out as being an associate and/or solicitor of Morgans Solicitors during the course of completing the conveyancing transaction. There were several points that the Tribunal was not in a position to determine; much evidence had been given about whether or not the Respondent had authority to hold herself out as having some relationship with Morgans Solicitors and whether or not she had the authority of Mr JS to use letterhead(s) which she had on her own evidence made herself or had made by staff. There was no written evidence of any relationship between the Respondent and Morgans Solicitors beyond the e-mail exchanges. In the documents which she had submitted to the Tribunal the Respondent had presented e-mails dated 18 April 2013. One from JS was timed 13.42 and it appeared that the Tribunal had the whole email. It included:

> "...Second you can practice under my firm to your heart's content except I will NEVER EVER have a client account…"

The second e-mail timed at 15.49 from JS to king.solicitors at a Yahoo e-mail address stated:

> "NO NEVER OPEN A CLIENT ACCOUNT IN MY FIRM'S NAME. NEVER EVER!!!!"
>
> You can do absolutely anything other than open a client account. I am allergic to client accounts!"

The Tribunal was concerned that these e-mails had apparently been pasted onto one sheet of paper and re-copied and so it could not be sure whether there had been any email in between the two e-mails from Mr JS to the Respondent. It had also been presented with an e-mail timed at 23.16 on 18 April 2013 from the Respondent to Mr JS:

> "ok I will not open but what i should do these which I have conveyancing work in the middle?"

The bottom part of that e-mail was not present. Whatever the full picture, the Respondent relied very heavily on the contents of the 13 April 2013 e-mail which told her she could do "absolutely anything" other than open a client account. Subject to the qualification about not opening a client account the Tribunal considered that the language of this e-mail was susceptible to extremely wide and generous interpretation. Having had the benefit of the Respondent giving evidence at length the Tribunal could not be sure to the required standard that the Respondent did not genuinely

believe that this e-mail gave her the authority to operate in whatever way she wished in terms of the outstanding conveyancing matter or that she did not have a working relationship with Morgans Solicitors. The Tribunal had also heard evidence about payments made by the Respondent to Mr JS. He asserted that they were offered to him for fulfilling the role of COLP and COFA for the firm in respect of which there was evidence of his appointment. The Respondent's evidence was that this was paid for separately and that the payments which she asserted post-dated the conclusion of those roles were in return for her being allowed to open an office at her premises which was in some way connected to Morgans. There was nothing in writing to evidence the purpose of the payments and the Tribunal did not feel that it could establish to the required standard beyond reasonable doubt, what the purpose of the payments was. Neither could it determine to that standard that the Respondent was not an associate or a solicitor with Morgans Solicitors; the Tribunal could not rule out that whatever the previous state of discussions between the Respondent and Mr JS, she believed as a result of that e-mail that she could undertake the conveyancing transaction without a client account under the ambit of his firm. The Tribunal did not doubt that Mr JS had no idea of what the Respondent was doing. The Tribunal did not find allegation 2.1 proved to the required standard on the evidence. The question of dishonesty in respect of allegation 2.1 did not therefore arise.

88.35 In respect of allegation 2.2, the position was somewhat different. The basis of the Applicant's case was that the recipient bank details which the Respondent used for the conveyancing transaction were not those of an account of Morgans Solicitors. The basis of the Respondent's defence was that she had no choice but to use an office account as it would take time to open a client account; that Morgans Solicitors allowed her to open a separate bank account in their name; that the money paid into the account as the purchase price of the property was paid out to the client same day; that the accounts rules permitted payment into office account in these circumstances and that the client was satisfied with the transaction and did not lose any money. The Tribunal determined that the only proper account that the Respondent could open with Morgan Solicitors if she had a relationship with that firm was an office account. In a conveyancing transaction the purchase price must be sent to a client account. The Respondent's assertion that what she had done was acceptable because she had made an immediate transfer to the client was a misapplication of the rules; this only applied when there had been a mistake which was immediately corrected. The Respondent had behaved quite deliberately in respect of the account in question. It was clear from her description that this was the Respondent's own account which she had described by the bank as trading as Morgans Solicitors. It was also clear from her statement that she was trying to open a client account. It had been made absolutely plain to her that Mr JS would never countenance her opening a Morgans Solicitors client account. Therefore, as she recognised in her e-mail of 18 April 2013 quoted above she was in tremendous difficulty with this piece of work in progress. The Tribunal did not accept the Respondent's evidence that this particular account was an account of Morgans Solicitors, not least because she kept it open until September 2015 even though the bank changed the name to reflect the existence of King Legal Services. It was clear from the transactions on the account that the account belonged personally to the Respondent; it was used for matters like motor insurance and utility bills. The Tribunal was satisfied to the required standard that the Respondent had used this account as a device to complete the conveyancing transaction. The Respondent had tried to shift responsibility to the purchaser's solicitor which the Tribunal found

completely unacceptable. In acting as she did the Tribunal found that the Respondent had acted without integrity and was in breach of Principle 2.

88.36 As to the breaches alleged of the Practice Framework Rules 2011, The Respondent had certainly carried out reserved work in respect of the conveyancing transaction (Rule 8.1). She had a practising certificate at the time (Rule 9.1) and was not authorised as a sole practitioner (Rule 10.1). The Tribunal could only find her to be in breach if it was satisfied to the required standard that at the time she was not an associate or solicitor with Morgans. In the light of its findings about the possible relationship the Tribunal could not find proved the allegation of breaches of Rule 8.1, 9.1 and 10.1 on the evidence to the required standard.

88.37 The Tribunal had to go on to consider whether the Respondent had been dishonest in purporting that the bank account in question was a solicitor's client account (allegation 2.2). It was clear to the Tribunal from the Respondent's attempts to deploy the rules about correcting mistakes that she was fully aware that the purchase price could not be paid into an office account without a breach of the rules. She was equally aware that a responsible solicitor acting on the other side of the transaction would not countenance paying the purchase price into an office account. The Respondent therefore quite deliberately on her own evidence because she had no other account available decided to represent to Mr M that the account details she was providing to him were those of a solicitor's client account. Whether or not she thought that the account was a Morgans office account was irrelevant; she knew that it was nobody's client account. By the ordinary standards of reasonable and honest people representing that the account was a client account would be considered dishonest. The Tribunal was satisfied to the required standard that the Respondent knew that she was breaking the rules and that in order to achieve her objective of completing this one last conveyancing transaction outstanding from her former firm she deliberately misled a fellow professional and thereby knew that she was being dishonest. The objective and subjective tests in Twinsectra were both satisfied. The Tribunal therefore found dishonesty proved to the required standard in respect of allegation 2.2.

89. **Allegation 2 - The Respondent failed to act with integrity contrary to Principle 2 of the SRA Principles 2011, failed to comply with Rule 1.1 of the SRA Practice Framework Rules 2011 ("PFR 2011"), failed to comply with Rules 8.1 and 9.1 of the PFR 2011, and failed to comply with Rule 10.1 of the PFR 2011 in that:**

2.3 following the closure of King Solicitors the Respondent acted in the sale of 67 CH Road at a time when she was not authorised to practise as a recognised sole practitioner; she had not made an application for authorisation as a recognised sole practitioner; she was not a partner, manager or owner of an authorised body; she was not an employee of an authorised body; and was not authorised by The Chartered Institute of Legal Executives to carry out any reserved legal activities or regulated activities.

89.1 For the Applicant, Mr Wheeler referred to the SRA Practice Framework Rules 2011:

"1.1 You may practise as a solicitor from an office in England and Wales in the following ways only:

(a) as a recognised sole practitioner or the employee of a recognised sole practitioner;

(b) as a solicitor exempted under Rule 10.2 from the obligation to be a recognised sole practitioner...

(c) as a manager, employee, member or interest holder of an authorised body ..."

Mr Wheeler submitted that the Respondent did not come within any of the categories above. The remaining categories (d) and (e) applied to non-Applicant firms and in-house solicitors respectively and neither applied to the Respondent.

89.2 The Respondent in evidence stated that she had proof that the firm had closed and that she had told the Applicant and before that the IO Ms KB who had seen all the documents and investigated the matter. Mr S's conveyancing file was the one remaining. Her firm was small and not on any panel. She was acting for the seller. The Respondent had undertaken conveyancing since 2002. The client said she must finish the transaction. She asked him to transfer to another firm but he said no. By this time the transaction had been going on for about a year or nine months. The conveyancing was very complicated. The Respondent agreed that it was her case that she continued to act after the beginning of May 2013 as an employee of Morgans Solicitors and stated that this was permitted by Morgans Solicitors, her firm being closed. In her skeleton argument dated 14 September 2015, the Respondent submitted that what she described as Mr M's complaint against her was not valid on the basis that if he was an expert solicitor he should have enquired about everything before completion and if he had a complaint he should not then have completed. She also complained that he had spoken "time and again to my seller client, and breached the rule, conflict of interest." Her client was very happy with her hard work. It was a very complex matter undertaken first by the firm and then by Morgans Solicitors. The Respondent asked that the Tribunal pay particular attention to her chronology dated 14 September 2015.

89.3 The Tribunal had regard to the evidence including the oral evidence, and the submissions for the Applicant and by the Respondent. The basis of the allegation was that whilst acting in the conveyancing transaction the Respondent was not authorised to practise. The Respondent's defence was that the one conveyancing file was transferred to Morgans and that she was able to practise as her firm had merged with Morgans and that she paid Mr JS for the right to practise as part of Morgans. The Tribunal having found that allegation 2.1 was not proved to the required standard determined that allegation 2.3 followed on from it. The Respondent did not assert that she was authorised by CILex to carry out reserved activities or that she was a recognised sole practitioner, leaving the categories of relationship with an authorised body to be considered. As the Tribunal had not been able to rule out that the Respondent had some kind of relationship with Morgans Solicitors it could not find that she was not authorised to practise in the other way described in allegation 2.3 and the allegation was therefore found not proved the required standard on the evidence.

90. **Allegation 3 - The Respondent failed to act in the best interests of a client contrary to Principle 4 of the SRA Principles 2011, Outcomes 1.7 and 1.8 of the SRA Code of Conduct 2011 ("the SCC 2011") in that:**

3.1 following the closure of King Solicitors and at a time when she was acting in the 67 CH Road property transaction, she was not authorised to practise as a recognised sole practitioner; she had not made an application for authorisation as a recognised sole practitioner; she was not a partner, manager or owner of an authorised body; she was not an employee of an authorised body; and was not authorised by The Chartered Institute of Legal Executives to carry out any reserved legal activities or regulated activities; and

90.1 For the Applicant, Mr Wheeler referred to his submissions in respect of allegation 2 above and to the authorities:

- Principle 4 of the SRA Principles 2011 required a solicitor to "act in the best interest of each client".

- Outcome 1.7 required: "you inform clients whether and how the services you provide are regulated and how this affects the protections available to the client".

- Outcome 1.8 required: "clients have the benefit of your compulsory professional indemnity insurance and you do not exclude or attempt to exclude liability below the minimum level of cover required by the SRA Indemnity Insurance Rules".

Mr Wheeler also submitted that the Respondent was not authorised to practise by the Applicant or by CILex in respect of reserved legal activities as set out in the FI Report:

> "On 10 September 2013, [the Respondent] advised Mr Cassini that she was both a Fellow of the Chartered Institute of Legal Executives and was regulated by them. Mr Cassini received verbal assurances from [the Respondent] that should he check with the Chartered Institute then they would confirm that what [the Respondent] said was correct."

The IO sought that confirmation and received the following reply from CILex on 16 September 2013 including:

> "I can confirm that [the Respondent] is not an Associate member of CILex. Associate members are members who have completed the CILex level 3 qualification. As an Associate member [the Respondent] is able to use the designatory letters ACILex and is required to undertake 8 hours of CPD each year. However, Associate membership does not confer any practice rights and as such, [the Respondent] is not authorised to carry out any reserved legal activities or regulated activities by virtue of her Associate membership...."

Mr Wheeler submitted that this meant that the Respondent could not undertake reserved legal activities as a solicitor or as a legal executive at the material time.

90.2 The Respondent in her skeleton argument dated 14 September 2015 stated:

> "Also, when I noticed that on 10th June 2013 [JS] has mentioned against me to the buyer solicitor Mr [M] and the [Applicant], I had immediately closed the branch office and started my King Legal Services, Authorise & Regulated by the Ilex Regulation (Please see Ilex documentary evidence… I do not do any reserve activities. You can see the Ilex Self-employed form… what I do."

In her closing submissions the Respondent stated that she did not think that she had failed as the allegation asserted; she acted in the best interests of her client. She went to Morgans Solicitors and transferred money to the client. The Applicant itself said that she was no longer connected to the firm.

90.3 The Tribunal considered the evidence including the oral evidence and the submissions for the Applicant and by the Respondent. This allegation was related to allegation 2.1 as it arose out of and depended on the same facts. For the same reasons set out in respect of allegation 2.1 above the Tribunal did not find allegation 3.1 proved to the required standard on the evidence.

91. **Allegation 3 - The Respondent failed to act in the best interests of a client contrary to Principle 4 of the SRA Principles 2011, Outcomes 1.7 and 1.8 of the SRA Code of Conduct 2011 ("the SCC 2011") in that:**

3.2 she failed to comply with Rules 4.1, 4.3, 5.1, 10.2, 10.3 and 10.12 of the SRA Indemnity Insurance Rules 2011 to put in place and keep in place ARP run-off cover as from 1 May 2013 and, further, at the time of the 67 CH Road property transaction (which followed the closure of her practice) had neither taken out and maintained qualifying insurance outside of the ARP, nor applied to enter the ARP.

91.1 For the Applicant, Mr Wheeler referred the Tribunal to the precise terms of the Solicitors Indemnity Insurance Rules 2012. At Rule 4 it was stated:

> "4.1 All firms carrying on a practice during any indemnity period beginning on or after 1 October 2012 must take out and maintained qualifying insurance under these Rules.
>
> 4.2 A firm that has been unable to renew its existing policy of qualifying insurance or obtain a policy of qualifying insurance from an alternative qualifying insurer prior to the expiration of the extended indemnity period must cease practising promptly, and by no later than the expiration of the cessation period unless the firm obtains a policy of qualifying insurance on or before the expiry of the cessation period which provides cover that incepts with effect on and from the commencement of the extended indemnity period and covers all activities in connection with private legal practice carried out by the firm including, without limitation, any carried out in breach of Rule 5.3.

4.3 A solicitor or REL is not required to take out and maintained qualifying insurance under these Rules in respect of work done as an employee or whilst otherwise directly engaged in the practice of another firm (including without limitation as an appointed person), where that firm is required by these Rules to take and maintain qualifying insurance.

4.4 A run-off firm must apply in accordance with these Rules to be issued with an ARP run-off policy."

Rule 10 stated:

"10.1 Where a firm carrying on a practice has not obtained qualifying insurance outside the ARP in respect of any indemnity period or part thereof to which these Rules apply it must, if an eligible firm, apply in accordance with the procedure set out in this Rule 10 to enter the ARP, subject to Rule 10.2, before the start of the relevant indemnity period."

"10.3 By applying to enter the ARP, the firm and any person who is a principal of that firm agrees to, and (if the firm is admitted to the ARP) the firm and any person who is a principal of that firm shall be jointly and severally liable to:

(a) pay the ARP premium in accordance with these Rules, together with any other sums due to the ARP manager under the ARP policy...
…

and shall be required to implement at the expense of the firm any special measures."

Rule 10.9 placed the onus on the firm and any principal of the firm to seek written confirmation that its application had been received by the ARP manager if it did not receive written acknowledgement of its application 30 days after making the application. Mr Wheeler also relied on Rule 10.12:

"Any firm in the ARP, and any person who is a principal of that firm, is liable to pay to the ARP manager the ARP premium in respect of that firm within 30 days of such premium being notified to it by the ARP manager."

91.2 Mr Wheeler also relied on the correspondence to which he had taken the Tribunal (at paragraphs 88.4 and 88.5 above) and the facts set out in the background to this judgment. Initially the Respondent said she had no need for run-off cover because of her relationship with Morgans Solicitors (e-mail to CM at 13.24 on 13 May 2013). At 05.57 and 14.59 on the same day by email she agreed that she needed to arrange run-off cover. Then in her letter of 20 September 2013 to the Applicant, she stated:

"Also Mr Cassini said why the firm has not paid the run off-cover; it means the firm is closed and due for run-off-cover. I have informed him that it is under appeal process of waiver…"

This made it clear that the Respondent had applied for run-off cover and had also applied for a waiver. Initially a partial exemption was granted. The Respondent appealed that decision (in September 2013) and the appeal was considered by an Adjudicator whose decision was dated 20 January 2014. The Adjudicator considered the application de novo and decided:

> "I do not consider that the circumstances on which [the Respondent] relies for a waiver to pay the run off premium are exceptional or otherwise meet the applicable criteria and her application for a waiver is refused in its entirety."

This left the Respondent under an obligation to pay over £6,300 plus tax by way of premium. There was no evidence that it was ever paid. It was set out in the FI Report that pending the appeal the Respondent did not make any payments to the Applicant in respect of her ARP run-off cover. This meant that there was no insurance cover in place at all when the Respondent undertook the work on the flat at CH Road. Mr Wheeler submitted that by virtue of Rule 10.12, the Respondent needed to apply for ARP run-off cover and to pay within 30 days subject to the waiver application which was not granted. No premium was paid and no insurance cover was in place at all during the transaction concerning the flat at CH Road.

91.3 The Respondent in her skeleton argument for the first part of the hearing stated:

> "The Professional Indemnity Insurance was his (Mr JS) responsibility and not mine, I was just associate. I had not breached any rules."

In cross-examination, it was put to the Respondent that she said in her witness statement regarding professional indemnity insurance: "...this was Morgans Solicitors' responsibility to cover the insurance..." The Respondent stated that she had never broken the rules. She became an associate of Morgan Solicitors and Mr JS said that he would obtain the insurance; that was why he gave her his CVs. The Respondent was asked if this extended to the run-off cover for her firm and she agreed. She had no need to buy run-off cover; it was not her duty. The Respondent was referred to her letter of 20 September 2013 to the Applicant quoted above. The Respondent rejected Mr Wheeler's suggestion that this meant that she had accepted that she should pay the run-off cover and said that she was informed that it was under appeal. The Respondent stated that if the firm had closed she did not think that she had to buy run-off cover. The Respondent was referred to the decision of the Adjudicator made on 20 January 2014 in respect of her application for a waiver from the requirement to pay the run-off cover. The Respondent stated that this had been before the firm closed and not after but the Tribunal pointed out that the decision referred specifically to run-off cover and so it must have been after the firm closed and had nothing to do with her ARP membership. The Tribunal referred the Respondent to the Summary of facts and issues in the decision:

> "[The Respondent] practised as a sole principal until the closure of her firm on 1 May 2013. King Solicitors (UK) Ltd has since been dissolved. The firm entered the APR (sic) on 1 October 2012 and was allowed to remain for an extended seven-month period until 30 April 2013. [The Respondent] paid the premium for that period of £3,171.29.

> The run off premium owing to the ARP is £6,363.90 plus tax. [The Respondent] applied for a waiver from the requirement to pay that sum on 30 May 2013. She was granted a partial waiver to the extent that the premium was reduced to £1,500 plus tax, being the minimum premium provided for under the rules, on condition that she paid that sum in full by 30 September 2013. [The Respondent] has made no payments…"

The Respondent replied that she needed to see her appeal application. Mr Wheeler referred the Respondent to the decision of the Adjudicator which he had already quoted. The Respondent stated that she asked for a waiver and received it and she paid premiums covering the last six months. She was referred to two e-mails which she had sent to Ms KB of the Applicant on 13 May 2013 quoted by Mr Wheeler above. The Respondent stated that 2013 was finished; she was involved in this case and did not remember.

91.4 In her closing submissions the Respondent added that she had been unable to obtain insurance and so she closed the firm. She had contacted many insurance companies but the quotes were very high because of the earlier problem with the conveyancing transactions where £500,000 had gone missing. The Respondent referred to the short periods of time that she had been permitted to be in the ARP. She had gone to Morgans Solicitors and it was Mr JS's duty to deal with insurance cover; that was why he gave her his CVs, private and confidential documents and it was very clear that he was sending them to the insurer. He also provided her with a Specialist Quality Mark certificate (from the Legal Services Commission); why else would he have given it to her and why would he have taken £800 in return for her opening her office by means of £400 by cheque and £400 in cash which she asserted he had admitted in evidence.

91.5 The Tribunal considered the evidence including the oral evidence and the submissions for the Applicant and by the Respondent. This allegation fell into two parts; the first relating to run-off cover for the Respondent's former firm and the second the Respondent's insurance position when she completed the conveyancing transaction. It was agreed that the Respondent had closed the firm on 1 May 2013. She was therefore obliged to arrange for run-off cover in respect of her former firm. The Respondent did not dispute that she had failed to pay the premium for run-off cover upon which the Applicant's case was based. The premium had been reduced but her application for a waiver from the requirement to pay run-off cover was refused. In her e-mail to the Applicant dated 13 May 2013, having been informed that the Applicant had been told by Mr JS that there had been no merger and that his was not a successor practice and that she was required to purchase run-off cover the Respondent replied to Ms KB of the Applicant that she was contacting the ARP to arrange the cover. In her evidence she said that she could not afford it and did not need it. Whatever her circumstances the obligation remained and the Respondent failed to comply. The Tribunal found allegation 3.2 proved on the evidence to the required standard in respect of run-off cover from 1 May 2013.

91.6 The Tribunal considered that the position was not so clear concerning the Respondent's insurance position after 1 May 2013 when she was completing the outstanding conveyancing transaction following the closure of her firm. The Applicant had not proved to the required standard that there was not some kind of

professional relationship between the Respondent and Morgans Solicitors. The Tribunal therefore found allegation 3.2 not proved on the evidence to the required standard in respect of the Respondent's qualifying insurance position from 1 May 2013 to 10 June 2013.

92. **Allegation 4 - The Respondent failed to behave in a way that maintains the trust the public places in solicitors and in the provision of legal services contrary to Principal 6 of the SRA Principles 2011 as set out at paragraph 3.1 and 3.2 above.**

92.1 For the Applicant, Mr Wheeler relied on the facts produced in respect of the allegation of acting without proper authority to practise and without insurance and submitted that this undermined public trust in solicitors. The public expected solicitors to be regulated and to act within the scope of their regulation and to be properly insured regarding their liabilities.

92.2 The Respondent relied on her submissions in respect of allegations 3.1 and 3.2 above.

92.3 The Tribunal considered the evidence including the oral evidence and the submissions for the Applicant and by the Respondent. The Tribunal considered that failure to arrange run-off cover would undermine public trust as it was prejudicial to clients of the former firm and that in respect of run-off cover allegation 4 was proved to the required standard on the evidence. It was not necessary for the Tribunal to consider this allegation in respect of insurance between 1 May 2013 and 10 June 2013 as that part of allegation 3.2 to which this allegation related had not been found proved.

93. **Allegation 5 - The Respondent failed to comply with her legal and regulatory obligations and to deal with her regulator in an open, timely and cooperative manner contrary to Principle 7 of the SRA Principles 2011 and Outcome 10.6 of the SCC 2011, failed to comply promptly with any written notice from the Applicant in breach of Outcome 10.8 of the SCC 2011, and failed to produce for inspection by the Applicant and to provide all information and explanations requested by the Applicant in breach of Outcome 10.9 of the SCC 2011.**

Allegation 6 The Respondent failed to produce at the time and place fixed by the Applicant any records, papers files, financial accounts and other documents, and any other information, necessary to enable the preparation of a report on compliance contrary to Rule 31 of the SRA Accounts Rules 2011 in she failed to comply with the Applicant's notice of 10 September 2013.

93.1 For the Applicant, Mr Wheeler submitted in respect of allegation 5 that:

- Principle 7 required a solicitor to "comply with your legal and regulatory obligations and to deal with your regulators and ombudsmen in an open, timely and cooperative manner".

- Outcome 10.6 required:

  "you cooperate fully with the SRA and the Legal Ombudsman at all times including in relation to any investigation about a claim for redress against you"

- Outcome 10.8 required:

  "you comply promptly with any written notice from the SRA"

- Outcome 10.9 required:

  "pursuant to a notice under Outcome 10.8, you

  (a) produce for inspection by the SRA documents held by you, or held under your control;

  (b) provide all information and explanations requested; and

  (c) comply with all requests from the SRA as to the form in which you produce any documents you hold electronically, and for photocopies of any documents to take away

  in connection with your practice or in connection with any trust of which you are, or formally work, a trustee".

93.2 As to allegation 6, Rule 31 of the SRA Accounts Rules 2011 required:

"31.1 You must at the time and place fixed by the SRA produce to any person appointed by the SRA any records, papers, client and trust matter files, financial accounts and other documents, and any other information, necessary to enable preparation of a report in compliance with the rules.

31.2 a requirement for production under rule 31.1 above must be in writing, and left at or sent by post or document exchange to the most recent address held by the SRA's Information Directorate, or sent electronically to the firm's e-mail or fax address, or delivered by the SRA's appointee…"

93.3 Mr Wheeler submitted that evidence of lack of cooperation was detailed in the FI Report

"Mr Cassini attended the registered office of King Solicitors (UK) Ltd… Southall on 10 September 2013 at 10:15 am. Despite several knocks there was no reply at the front door to the premises however when speaking with a neighbour, Mr Cassini was advised that [the Respondent] had been seen that morning at about 9 am.

Mr Cassini telephoned the number quoted on the signage… and appearing in the window of [the address]. A voicemail message was left for [the Respondent] including details of the purpose of the call and for her to return the telephone call.

Mr Cassini returned to [the address] at 11.45 am and noted that whilst there was again no reply at the door, lights were now on within the ground floor of the premises and that a woman's bicycle was now also in the front room, having previously been empty. Mr Cassini again telephoned the number... at 11.47 am leaving details the reason for the call and requested that the call be returned as a matter of urgency. Mr Cassini pushed the investigation notification letter through the letterbox and left.

At 12.32 Mr Cassini received a telephone call from [a mobile number] it ringing just once.

Mr Cassini recognised the number as [the Respondent's] and immediately returned the call however it was not answered and a further voicemail message was left to return the call.

At 13.08 Mr Cassini received a telephone call from [a different (landline) number] it again ringing just once. Mr Cassini returned the call of 13.09 and spoke with [the Respondent].

When initially speaking with [the Respondent] she did not appear to realise to Mr Cassini was and the purpose of the call, despite her having just made a call to Mr Cassini. [The Respondent] also stated that she had not received the notification letter again despite Mr Cassini having posted it by hand earlier that morning.

[The Respondent] stated that she had closed King Solicitors (UK) Ltd in May 2013 and had not done any work since May 2013. [The Respondent] went on to also state that she was now working part time as a Fellow of the Chartered Institute of Legal Executives and as "King Legal Services". [The Respondent] stated that she was registered with the Chartered Institute of Legal Executives (CILex) and had a current practising certificate issued by them.

[The Respondent] said that...since she had closed her firm and was regulated by CILex she had nothing more to do with the [Applicant]. Mr Cassini however reminded [the Respondent] that she was still on the Roll and therefore regulated by the [Applicant], moreover that these queries related to the conduct of her previous firm which had been regulated by the Applicant.

Mr Cassini stressed that it was necessary for him to meet with [the Respondent] face-to face and undertake the investigation. [The Respondent] made reference to the letter and its content (despite previously stating that she had not received the letter) but that she was very busy and was also thinking of going on holiday. Mr Cassini made several suggestions of dates to meet however [the Respondent] refused, stating that she was "busy". Mr Cassini stressed the importance of meeting and that he was not able to undertake the investigation through written correspondence whereupon [the Respondent] became very anxious.

> Mr Cassini requested that [the Respondent] contact him by Friday, 13 September 2013 to arrange a meeting and that he would telephone her again on Monday, 16 September 2013 if she had not done so. [The Respondent] stated that she would try but asked Mr Cassini to write instead, which was again refused by Mr Cassini – citing that a face-to-face meeting was necessary to progress matters as soon as possible. [The Respondent] was also reminded of her duty to co-operate.
>
> ...
>
> Mr Cassini telephoned [the Respondent] at 4.49 pm on 16 September 2013. The telephone call was initially answered and then immediately terminated. On re-dialling the call was answered and Mr Cassini spoke briefly with [the Respondent] who again refused to meet with him to undertake the investigation. She did not give any reason why. Mr Cassini reminded [the Respondent] of her professional obligation to co-operate with her regulator and that her refusal would be noted and reported accordingly.
>
> ...
>
> Mr Cassini wrote to [the Respondent] on 23 September 2013 advising [the Respondent] that due to her failure to cooperate, the investigation had been terminated..."

93.4 As to the detail of what the Applicant required, Mr Wheeler referred the Tribunal to its letter of 10 September 2013. A schedule was attached listing the records. The schedule explained that the relevant period for the investigation was the last six years and it was necessary for the solicitor to produce the list of documents and provide information for that period but it would not be necessary to have all the records immediately available. For the convenience of the solicitor only those records (listed in the schedule) relating to business transacted in the last six months needed to be made available in the first instance. The requirements included completion of the Solicitor's professional history form. The Respondent provided none of the documents. Her explanation in her letter of 20 September 2013 was, as already quoted, that she had no access to the documents. In the letter she also referred to her discussions with Ms KB of the Applicant. She went on to refer to Mr Cassini's attempts to meet her and referred to his telephone calls on 10 September and 16 September and complained about his manner. She continued:

> "I do not understand why he said he wants to see me face-to-face, when I have already informed him that I do not have any access of King Solicitors (UK) Ltd and also cannot see him due to my poor medical conditions, still forcing me."

Mr Wheeler submitted that it was clear that the Respondent was refusing to meet the IO and, whatever the position regarding the documents, was failing to cooperate. Her reason was that she had closed the firm but the bank statements, list of clients and professional history were irrelevant to the closure of the firm and she could have provided those documents. Mr Wheeler emphasised that this was not a request for the underlying client files but the documents to which the Respondent should have

access. She had given no explanation as to why she could not produce them and Mr Wheeler submitted that it was clear that there had been non-cooperation with the investigation by the Respondent.

93.5 The Respondent in her written submission dated 31 October 2015 stated:

> "Mr Julian Streicher was COLP and COFA Manager (throughout the period from 1st January 2013 to until close of King Solicitors (UK) Ltd (1st May 2013) and he was fully liable for all the accounts, files, administration etc… As per the SRA Rule 8.5 or Regulatory (sic) 4.8 of the Practising Regulation from 1st January 2013. Therefore, on 10th September 2013, the SRA should have visited to him and not to my private home. I was not liable at all. Please see further COLP & COFA rules & Regulations attached here with four pages."

The Respondent made the same point in her Skeleton argument of 14 September 2015. In her written submission, the Respondent complained that the IO Mr Cassini had come to her private home without notice to see files and accounts but the Applicant's letter dated 7 October 2013 only referred to queries about flat 67. The Respondent's submissions continued:

> "Also, in the page 10 clearly mentioned that this letter is for King Solicitors (UK) Ltd and not for me and from 1st May 2013, I was not directors/employee/Manager of King Solicitors (UK) Ltd."
>
> Again, I was just employee of King Solicitors (UK) Ltd until 1st May 2013, and this case is against the company and not against me…"

The Tribunal enquired whether the Respondent maintained her own accounting records and ledgers before her firm closed. The Respondent stated that she was not sure whether Morgan solicitors had taken them. In her Skeleton argument the Respondent stated:

> "...on 10 September 2015, I was not expecting that suddenly SRA/Forensic visit (after closing my previous firm of King Solicitors (UK) Ltd at my private home, not only this also they have taken my home window photographs without my consent and breached my private life and human rights."

She submitted that since 2002, the Applicant had never come to her home or her firm without notice, that she had fully cooperated with it staff and that "they were sending good report about me". She also said:

> "I was not at my home, the SRA/Forensic Mr Cassini had. The notice in my letter box and phoned me that he wants to see me and come to my private home. I said what's about; he said need to see files, accounts, ledgers, bank statements, and invoices etc I was surprised and said "this is my private home, I do not have any files and accounts etc". He said still he wants to come to my home..."

The Respondent went on to complain about the photographs being taken of her signboard and stated:

> "Since 2002 previously SRA investigation officer even if they take photocopies from my machine or go to loo they used to ask me, but this time I'm very surprised how/why they dealt with the unprofessional way, this is first time in my life."

93.6 The Tribunal enquired of the Respondent where the files and accounts of the firm were if they were not at the Respondent's home/office before she closed the firm. The Respondent referred again to the visit of IO Ms KB before the closure of the firm whom she said had taken all the files and papers; she had taken all the photocopies. The Tribunal persisted in its question about what had happened to the files. The Respondent replied that this was a two bedroom property and she was not doing much work; she just had conveyancing files which went to Morgans Solicitors. She was asked about the client ledgers, her accounts and bank statements and stated that she did not know; she only had one file. The Respondent submitted that it was Mr JS's responsibility as COFA to write up her accounts and administration. She was just an associate working under him. She stated that at the firm he was supervising her. He took copies of the bank statements and ledgers. The Respondent confirmed that she wrote up the accounts and she stated that Mr JS always took a copy of her bank statements ledgers and everything else.

93.7 In cross examination, the Respondent was referred to an attendance note:

> "This attendance note from my memory drafted on Monday 23rd & Tuesday 24th September 2013. Telephonic Attendance Note - Tuesday 10 September 2013:
>
> On Tuesday, 10th September 2013, at about 12 noon Mr Cassini phoned me on my mobile number… I was away from my home, he informed me that he is from The Solicitors Regulation Authority and he left their letter on my door and needs to see me, also he said he left a message on my phone. I said I am not at home. He said he needs to see me urgently face-to-face. I said the King Solicitors (UK) Ltd ("the firm") company has been ceased from 1st May 2013 and no more Authorise and Regulated by the SRA, so why he wants to see me again…"

Mr Wheeler put it to the Respondent that Mr Cassini said he left a letter and she said she had not received it. The Respondent stated that she was out and Mr Cassini said she should send an acknowledgement letter. When she came home and checked the post she saw the Applicant's letter and acknowledged it.

93.8 The attendance note continued:

> "Further, I said, I do not have any access of the firm; I do not have any documents for the firm. He said again he wants to see me face to face, he said whatever I have I give him, if I do not have say do not have. I said I do not have nothing and no access of firm..."

Mr Wheeler sought clarification of the reference to the Respondent having no access to anything at the firm. The Respondent stated that she did not keep anything at home. She had no access so why should she produce anything. The Respondent agreed that she had refused to meet the IO face-to-face because this was her home and the firm was closed. She did not remember him suggesting several dates to meet. Mr Wheeler asked if she accepted that she said she was on holiday in her letter of 20 September 2013:

> "Also, I am planning to go for holiday of which I have already informed to Mr S Cassini on phone."

The Respondent did not recall Mr Cassini saying when they spoke on 10 September 2013 on the telephone that if she did not call him he would call her. She sent her acknowledgement of his notice and he asked if she could send her CILex certificate and she did. She was asked if she accepted as accurate that he was trying to get a convenient date for a meeting. The Respondent stated that Mr Cassini said he wanted to see her. He was thinking that she had put King Legal Services under the Applicant. He did not say that she should contact him and he had not produced an attendance note. The Respondent accepted after further questioning that she had not met Mr Cassini face-to-face.

93.9 The Respondent accepted that the letter from the Applicant dated 10 September 2013 was the one that the IO left with her (at the premises) on that date. She accepted that she was asked in the first paragraph of the letter to provide the information listed in Appendices A1 and A2 but objected on the basis that the letter had been put in her letterbox the same day and she considered that the COLP/COFA should be present and he was not. Mr Wheeler put to her that there was no reason why she should not have provided a list of clients covering the previous six months. She was not being asked to produce the files. The Respondent rejected that and said the Applicant was asking for everything which was duplication as it had already been provided. Mr Wheeler pointed out that Ms KB's visit was in March 2013 and this letter was in September 2013 seeking information for the previous six months. As to producing the books of account, the Respondent repeated that she was not a director or employee of the firm and did not have any access. She did not know what had happened to the books and asked the Applicant to send copies. She was under stress after she closed the firm and the coming of the Applicant meant more stress. She was surprised that the Applicant came; she was just an employee and the firm had closed. She gave a similar answer in respect of providing bank account information which was listed in the Appendices to the letter. The bank account was closed. Mr Wheeler put to her that she could have produced HSBC bank statements for the bank account through which she had undertaken the conveyancing. The Respondent rejected that suggestion on the basis that the HSBC account related to Morgans Solicitors and not the firm. There were no accounts for the firm. Mr Wheeler put it to the Respondent that when she wanted to produce records she could do so; the previous day she had produced a number of documents to the Tribunal in respect of acting for Mr HA (in his child contact matter). The Respondent stated that this was 2007-2008 more than six years ago. Mr Wheeler agreed it was a long time ago but she had been able to produce documents. The Respondent replied that the Applicant already had the documents (it needed) when the complaint had been made about her. Why should she give duplicates of documents which the Applicant already had? She was not an employee

of the firm; it was not paying her from 1 May 2013 so she did not do this type of work.

93.10 The Respondent was referred to her attendance note 16 September 2013 when the IO had called her again. She asked to be shown the note because she could not remember. It included:

> "Phoned me again on my mobile number… I was middle of my religious place for worship and said he is Mr Cassini from the SRA and wants to see me on face-to-face. I said why he wants to see me face to face, I do not have nothing in my hand. Further, I said as per his desire, I have sent the acknowledgement on Tuesday, 13 September 2013. He said yes but he still wants to see me face-to-face. I said I do not have anything about the firm so whatever I am informing him on phone same I would inform on face-to-face…"

The Respondent agreed that she made it clear that she was not willing to meet the IO; she was not authorised by the firm to meet anyone after the closing. She was just an employee. She had checked all the files and given them to the Applicant when they had come. From 1 May 2013 she was not an employee, manager or principal at all. It was put to her that on 23 September 2013, the IO told her that he was ending the investigation because she was not cooperating and she was asked if she accepted that she was not cooperating. The Respondent replied since 2002 and 1998 she had fully cooperated. The Respondent also wished to rely on her letter to the Applicant of 23 September 2013 with enclosures referred to in Preliminary and other issues at the beginning of this judgment but no copy could be produced to the Tribunal.

93.11 In her closing submissions, in respect of allegation 5, the Respondent stated that the Applicant had come to her home and if they had told her that they were going to she would have stayed there. In the time that she had been associated with the Law Society since 1998 this had never happened. She had replied to the Applicant with all the documents that she had at home. She referred again to the letter of 23 September 2013 upon which she wished to rely. The Respondent submitted that she had had no written notice in advance of the IO's visit and she should have been given some time as it was her home so that she could be clear what they were saying. She denied breaching any of the outcomes alleged and asserted that she had not been provided with the documents that she had requested for cross examining the IO.

93.12 In her closing submissions in respect of allegation 6, the Respondent submitted that the Applicant had not fixed any time and place to meet but just said that she had not attended and she asked to be told what time and place had been fixed. She also submitted that the Applicant had not produced any attendance notes from the IO to match those that she had provided to the Tribunal. In respect of the evidence that the Tribunal had heard of the IO's attempts to meet with her and see her records, papers, files, accounts and other documents, the Respondent submitted that she had sent whatever she had before her letters of 20 September 2013 and 23 September 2013 and so she had not failed to cooperate. When Ms KB had visited her in March and April 2013 she had informed the Respondent in advance and the Respondent asserted that the IO should have given her least short notice as he was coming to her home.

93.13 The Tribunal considered the evidence including the oral evidence and the submissions for the Applicant and by the Respondent. On her own evidence the Respondent had refused to meet with the IO. She maintained that her former firm was nothing to do with her notwithstanding that she produced documentation relating to the firm throughout the hearing. She had formal written notice served on her by the IO in the form of the Applicant's letter of 10 September 2013 and she had left her regulator in a position where the investigation could not be properly completed. The Tribunal found proved the required standard that the Respondent was in breach of Principle 7, outcome 10.6 and outcome 10.8 as well as outcome 10.9. The Tribunal found allegation 5 was proved on the evidence to the required standard.

93.14 In respect of allegation 6, the Tribunal had found that the Respondent had been properly served with notice on 10 September 2013 of the documentation which she was required to produce. The Respondent denied that she had any records, papers, files or accounts and based her defence on her not been a director of the firm or in any way connected with it after 1 May 2013. Generally throughout the hearing she had rejected any personal liability arising out of the firm and her relationship with it. She steadfastly maintained that she had no access to documentation relating to the firm and that it was nothing to do with her but then during the course of the hearing she could not sustain this position because she maintained that a letter which she had sent dated 23 September 2013 to the Applicant would be helpful to her because it related to the production of documents. The Tribunal also noted that the Respondent had been able to produce documentation relating to Mr HA's child contact matter when it suited her to do so. When pressed, the Respondent maintained that she could not remember where she got these particular documents. She also sought to rely on documentation which had been copied by the Applicant when Ms KB visited the firm but this defence did not hold good as the documentation that the Respondent was required to produce related to a period of six months immediately preceding the inspection by Mr Cassini and Ms KB's visits had been earlier than that. The defence came down to the missing letter of 23 September 2013 and any enclosures to it, of neither of which had she kept a copy. There was no suggestion in the evidence before the Tribunal of substantive compliance with Rule 31; just a suggestion of something unspecified possibly accompanying a letter of 23 September 2013 which the Tribunal had not seen. The Tribunal found that the Respondent's reliance on lack of access to documents lacked credibility as she had also produced considerable other material. Tab 9 of the hearing bundle was all her material and even setting aside the transcript of Mr HA's trial and Mr EJ's evidence, Tab 9 included telephone notes, e-mails, bank statements and documentation relating to Mr JS's position as a compliance officer. There were also letters from the bank regarding payments to Morgans Solicitors on 5 May 2013. In the light of the factual matrix, the Tribunal concluded that the letter of 23 September 2013 was not material. The Tribunal concluded that the Respondent while under an obligation to cooperate with her regulator had failed to do so. The Tribunal found allegation 6 proved to the required standard on the evidence.

Outstanding Allegations in the Rule 5 Statement

94. **Allegation 1.3 - entered into a financial arrangement in respect of the referral of business contrary to Rule 9.02 of the Solicitors Code of Conduct;**

Allegation 1.4 - failed to provide information to clients in breach of Rule 2.02 of the Solicitors Code of Conduct;

94.1 For the Applicant, Mr Wheeler referred the Tribunal to the relevant authorities. There was a raft of requirements about information to be provided to clients under Rule 9.02:

> "The following additional requirements apply when you enter into a financial arrangement with an introducer:
>
> (a) The agreement must be in writing and be available for inspection by the Solicitors Regulation Authority.
>
> ...
>
> (e) the agreement must provide that before making a referral the introducer must give the client all relevant information concerning the referral, in particular:
>
> (i) the fact that the introducer has a financial arrangement with you; and
>
> (ii) the amount of any payment to the introducer which is calculated by reference to that referral; or
>
> (iii) where the introducer is paying you to provide services to the introducer's customers:
>
> (A) the amount the introducer is paying you to provide those services; and
> (B) the amount the client is required to pay the introducer
>
> ...
>
> (g) before accepting instructions to act for a client referred under 9.02 you must, in addition to the requirements contained in 2.02 (Client care), 2.03 (Information about the cost) or 2.05 (Complaints handling), give the client, in writing, all relevant information concerning the referral, in particular:
>
> (i) the fact that you have a financial arrangement with the introducer;
>
> (ii) the amount of any payment to the introducer which is calculated by reference to that referral; or

(iii) where the introducer is paying you to provide services to the introducer's customers:

A) the amount the introducer is paying you to provide those services; and
B) the amount the client is required to pay the introducer;

(iv) a statement that any advice you give will be independent and that the client is free to raise questions on all aspects of the transaction; and

(v) confirmation that information disclosed to you by the client will not be disclosed to the introducer unless the client consent; but that where you are also acting for the introducer in the same matter and a conflict of interests arises, you might be obliged to cease acting..."

94.2 Mr Wheeler referred to the Rule 5 Statement where it was set out that notwithstanding the evidence given in her witness statement and on 20 September 2013 in the Crown Court, the Respondent admitted under cross-examination to having entered into an agreement with Mr HA pursuant to which he would refer matters to her firm by way of a request to the firm to send letters on behalf of his clients, and would make a payment to the firm. The firm therefore sent letters which purported to be on behalf of its clients. The Respondent accepted in her interview with the IO Mr East that the agreement was not in writing. It was therefore a breach of Rule 9.02. The Respondent further stated, in evidence and to Mr East, that she did not deal directly with HA's clients or have any contact with them. She therefore failed to provide clients with the information required under Rules 9.02, 2.02 and 2.03 of the SCC. Mr Wheeler submitted that this was the Respondent's own evidence given at the trial of HA as part of the cross-examination where she conceded that her earlier evidence was untrue. The transcript of Mr HA's trial contained the following. Mr HA's counsel asked the Respondent questions as indicated by "Q" (or the Judge indicated by "QJ") and she answered as indicated by "A":

"Q: Miss King, you know the defendant's case is that you and he had a working relationship going on for a long time, and you are saying no, you had hardly anything to do with him. Is that what you are saying?

A: For this I reply to the court, this how it was.

...

Q: You understood my questions yesterday. To summarise: this defendant says he knows you well, he was seeing you several times a week, he was phoning you, you were running this business type of partnership together, and you are saying that you hardly know him, you hardly ever seen (sic) him and you hardly spoken to him. Is that what you are still saying? Could you put those down and answer my questions.

A: Yes

...

Q: ... You went into business arrangements together and shared clients. Is that correct or not?

A: Yeah, that is correct.

...

QJ: What [counsel for Mr HA] asked you was whether you had a business relationship with the defendant. Is the answer yes or no?

A: Yes, I checked some paper and then now I can say, yes, sir.

...

QJ: Did you have a fee sharing arrangement with the defendant or not?

A: Yes, sir.

...

QJ: What would be your estimate from what you derived from this arrangement?

A: It's a few hundred pounds. Initially he came to me and said he is OISC qualified and he gave me his business card, which I have with me.

Q Counsel: Please could you stick to the questions.

A: Yes

Q: How many clients were involved in this arrangement for a few hundred pounds? How many clients did this involve?

A: How many clients? It's a few clients.

Q: About five at least that I passed up?

A: I can say five, six, yeah.

...

Q: But there were a number of letters going out from your office in the name of King Solicitors with his initials on. The procedure was that he would send you blank letters and you would then transfer them onto your headed paper, sign and check them, and also authorise that everything was correct; supervise, check and alter where necessary that everything was correct. He sent you a draft document and then you would send it out on your headed paper with his initial, and you would check, sign and amend if necessary. Is that not correct?

A: No, he said client details and all this. That's correct, yeah.

Q: Sorry?

A: Client details

QJ: Miss King, the question was: did the defendant send you the guts of the letter which you or someone on your behalf put within a letter with your letterhead and then send out. Is that what the arrangement was?

A: He was sending client

QJ: Yes or no?

A: Yeah, sometimes he was sending details letter, yes. But not all the time.

Q: Sometimes he was sending a draft to your office, then someone would type it on your headed paper.

A: Yeah, because I didn't know client name.

Q: Who was someone who would type it, you or someone else?

A: Sometimes student type, sometimes other people.

Q: Could it be you?

A: Sometimes student, sometimes volunteer people come sometimes.

Q: Could it be you?

A: Sometimes student, sometimes volunteer people.

Q: Did you type some of them?

A: Maybe I have typed, yeah."

Mr Wheeler submitted that one saw on the basis of the Respondent's own evidence that there was a referral agreement with Mr HA and money was paid for the referral. The Respondent had no knowledge at all of the clients and did not deal directly and provide any of the information required by the rules.

94.3 In submissions, the Respondent generally repeated aspects of her submissions in respect of allegations 1.1 and 1.2 of the Rule 7 Statement. Regarding allegation 1.3, the Respondent stated that she gave the Applicant all the documentary evidence regarding Mr HA's child contact matter and she had no other arrangement with him. Regarding allegation 1.4, the Respondent denied that she failed to provide the necessary client information; Mr HA had misused her letterhead. In cross

examination, the admissions she made in Mr HA's trial were put to the Respondent. Mr Wheeler also referred the Respondent to a further exchange:

> "QJ: What [counsel for Mr HA] asked you was whether you had a business relationship with the defendant. Is the answer yes or no?
>
> A: Yes, I checked some paper and then now I can say, yes, sir."

The Respondent repeated her submissions about her difficulties in coping in giving evidence. She referred to the client care letter about the child contact matter which she said she had checked. Mr Wheeler referred the Respondent back to a further exchange;

> "QJ: Did you have a fee sharing arrangement with the defendant or not?
>
> A: Yes, sir."

Mr Wheeler asked did they have a fee sharing arrangement that was not in writing and the Respondent replied how could she fee share with an American lawyer. She was asked again was there ever a written agreement and she said she did not think so. As to another exchange where she had told the court that she estimated having received a few hundred pounds from Mr HA derived from their arrangement in which five or six clients were involved, the Respondent stated that they were putting words in her mouth; she said yes/no. They said about five and she said five or six. She was then referred to the exchange where she had agreed that Mr HA sent details for letters to go out in the name of the firm with his initials on them. She was asked if she accepted that she sent letters in the firm's name when she did not even know the names of the clients. The Respondent asked to see the letters she sent and was referred to the transcript of her Crown Court testimony.

94.4 The Respondent was then referred to the Rule 5 Statement which set out that she accepted in her interview with the IO Mr East that the agreement was not in writing; that she stated in evidence and to Mr East, that she did not deal directly with Mr HA's clients or have any contact with them and therefore failed to provide them with information required under Rules 9.02, 2.02 and 2.03 of the Code. The Respondent asked Mr Wheeler to produce the letters which were not in the bundle. She stated that she did not remember and again referred to giving yes/no answers.

94.5 The Tribunal considered the evidence including the oral evidence, the submissions for the Applicant and the submissions of the Respondent. The basis of allegation 1.3 was that the Respondent entered into an agreement with Mr HA under which she received payment for the provision of services for the benefit of clients of Mr HA including allowing her letterhead to be used. The Applicant relied on the following: the Respondent accepted in interview with the IO Mr East that she sent letters drafted by Mr HA; she admitted under cross examination in Mr HA's trial to having entered into an agreement with Mr HA for him to refer matters to her; she admitted in interview with Mr East that the agreement was not in writing and the Respondent admitted not having any contact with clients. The Respondent's defence was that any payment received was in respect of legal work carried out for Mr HA personally on a child contact case; she was not aware the use by Mr HA of her notepaper; Mr HA took

money direct from clients; the Respondent was out of the country when Mr HA took money from Mr BA and Mr EJ and Mr VG never came to Respondent's office. In addition having found allegations 1.1 and 1.2 in the Rule 7 Statement found proved to the required standard, the Tribunal relied on the facts underlying the certificate of conviction to show that there was a referral arrangement between Mr HA and the Respondent. Moreover in evidence at the Tribunal hearing the Respondent admitted there was no agreement in writing. The Tribunal found proved on the evidence to the required standard that the Respondent was in breach of Rule 9.02 in respect of the referral arrangement and that allegation 1.3 was proved on the evidence to the required standard.

94.6 The basis of allegation 1.4 was that the Respondent failed to provide client information to clients; that she admitted in interview with Mr East that she did not deal directly with Mr HA's client nor have any contact with them. The basis of the Respondent's defence was that she denied she knew about Mr HA's clients. The Tribunal noted that the Respondent herself had emphasised over and over again in evidence that she had never met or communicated with HA's clients although she admitted in the Crown Court that she had manufactured letters using text provided by him and sent them either herself or through workers in her firm to those clients. Rule 2.02 of the Code required a solicitor to provide certain information to clients. The Tribunal found that the Respondent sent letters on her notepaper to people referred to her under a referral arrangement and she was therefore obliged to them as her clients to provide the required client care information. On her own evidence she did not do this and the Tribunal found allegation 1.4 proved on the evidence to the required standard.

Previous Disciplinary Matters

95. None.

Mitigation

96. The Respondent included mitigation in her Amended Request document as follows:

> "Further, in Southall Town where I live (called Little India) mostly people speak their own languages of Hindi, Punjabi and Urdu etc and I speak their language is, therefore I'm very helpful for them and they are also happy with me. Please kindly consider that."
>
> "I'm respected Community member and if I lose the case it would affect me very badly and destroy my career. Also, affect my livelihood. However, my community member, family and friends are disowned me, due to SRA public sanction against me, it's breaching my private life and human rights. Can you please order to remove my name from the SRA publication. As all SDT decisions will be published. I believe SDT will give my fair decision and justice.

The Respondent also made reference to her poor medical condition. She had produced limited medical evidence but nothing to suggest that it impinged on her state of mind at the material time. She also relied on absence of previous convictions and her

financial position. She had produced an income and expenditure account dated 10 September 2015 for herself. It included income of about £700 a month. The Respondent stated that this could be £700 or £800 a month, sometimes less because she had not worked many days being occupied with this case. The monthly amount for "Rent/Mortgage" was given as £369 on the Income and Expenditure account. The Respondent stated that she paid the mortgage on the Southall property as trustee for a charity. It was noted that the title to the property (which in fact consisted of two freeholds) was in her name which the Respondent did not dispute. She stated that the mortgage was also in her name. Information from the Internet gave an estimated value of £185,600 for at least part of the property. The Respondent informed the Tribunal that the amount outstanding on the mortgage was around £140,000 and £150,000 but she did not remember. She confirmed that there was the mortgage of around £140,000 on one property and £125,000 on the other. The Respondent informed the Tribunal that debt referred to in her income and expenditure account of £25 per month was owed to the Legal Aid Agency. She also stated that she had given more than £10,000 to Morgans Solicitors. The Respondent had also submitted profit and loss accounts for the period 10 June 2013 to 31 March 2014 and 1 April 2014 to 31 March 2015 for the Respondent trading as King Legal Services. The first showed a net loss of around £100 and the second net profit of around £1,500 for the year in question.

Sanction

97. The Tribunal had regard to its Guidance Note on Sanctions and to the mitigation which the Respondent had offered. The Tribunal had to consider a range of proven allegations and considered the seriousness of each. The Respondent had been convicted of an offence of perjury (allegations 1.1 and 1.2 of the Rule 7 Statement) although she refused to accept that it was such a conviction. This was the most serious aspect of the matter. For that conviction the Respondent had been solely culpable. For a qualified solicitor and officer of the court to commit perjury was extremely damaging to the reputation of the profession. She had wilfully made a false or untrue statement, given oral evidence in a Crown Court to the same effect and been found out. Her dishonesty in respect of the bank account at allegation 2.2 had been motivated by self-preservation. It was in the best interests of the seller client that he should be sent elsewhere for the completion of the conveyancing transaction. Instead the Respondent engaged in an elaborate creation of a purported account for Morgan Solicitors. The planned nature of her actions in breach of the rules had been very carefully thought through and the Respondent was in direct control of the circumstances. Her dishonesty regarding the bank account in the conveyancing transaction put a significant amount of her client's funds at risk. She had duped a decent and respectable firm of solicitors and also placed them at risk. The Respondent was not inexperienced and the honesty of solicitors in operating the conveyancing process was crucial to its success even where, as here, the dishonesty did not involve a fraudulent transaction. The damage which the Respondent had done to the profession by her dishonesty was very serious. The other allegations which had been found proved against the Respondent were somewhat less serious but still of considerable concern to the Tribunal. The Respondent's motivation in respect of allegations 1.3 and 1.4, the remaining allegations from the Rule 5 Statement was financial; she wanted to generate sources of income through making arrangements with Mr HA outside the rules. She had allowed HA, a third party free rein to use her firm and her apparent status to capture clients for whom she showed no regard or

concern. She was a sole practitioner at the firm and in control of the arrangement with Mr HA. The Judge in Mr HA's criminal trial stated that the Respondent might have been duped but she was the author of her own misfortune in placing herself in that relationship. Her failure to arrange run-off cover (allegations 3.2 and 4) could make it hard for a client to obtain compensation if things went wrong and this was a core aspect of client protection which the Respondent ignored in order to protect her own financial position. Similarly co-operation with the regulator was important to maintaining the reputation of the profession and the protection of clients (allegations 5 and 6 of the Rule 7 Statement). All the harm which had arisen out of the Respondent's actions was reasonably foreseeable.

98. There were various aggravating factors in the case. Conviction for an offence of wilful dishonesty in terms of perjury and deliberate actions in misrepresenting the nature of the bank account in the conveyancing transaction were all very significant aggravating factors. By way of mitigation the Respondent had no previous appearances before the Tribunal and she had self-reported, although a criminal conviction would have been drawn to the attention of the Applicant in any event and her self reporting was insignificant in the totality of the allegations found proved against her. The Respondent had shown absolutely no insight into her own misconduct. Furthermore, the Tribunal had found her to be a totally unsatisfactory and evasive witness and some of her answers were plainly incredible particularly those relating to the availability of papers to which she maintained throughout she had no access but then produced documents as it suited her. She had fought all the allegations throughout the hearing and still disputed that she had been convicted of perjury. The Tribunal's Guidance Note on Sanctions set out that the most serious misconduct involved dishonesty, whether or not leading to criminal proceedings and criminal penalties and that a finding that an allegation of dishonesty had been proved almost invariably led to striking off save in exceptional circumstances. The Tribunal could find no exceptional circumstances in spite of the submissions which the Respondent had put in support of her assertion that there were. She had been qualified for some time and her misconduct could certainly not be described as a moment of madness. The seriousness of her misconduct was at a very high level. The conviction for perjury and also the dishonesty regarding the bank account represented a major digression from the standards of complete integrity, probity and trustworthiness referred to in the case of Bolton v The Law Society [1994] 1 WLR 512. The Respondent's medical problems did not constitute exceptional circumstances for the purpose of determining sanction. The Tribunal considered whether a lesser sentence would be appropriate but a suspension either indefinite or for a period would not be appropriate because of the extreme seriousness of the misconduct by an officer of the court and the breath-taking lack of insight which the Respondent had displayed throughout this long hearing. The Tribunal considered nothing other than strike off would be appropriate or proportionate.

Costs

99. For the Applicant, Mr Wheeler applied for costs in the amount of £40,320.58 by reference to a supplementary statement of costs dated 21 October 2015. He reminded the Tribunal that the Respondent had produced a number of documents late in the day and that the Applicant had found it necessary to call Ms McShane as a witness in respect of the Respondent's membership of the Roll. He agreed that some allowance

should be made for the final day of the hearing not being a full day. In respect of the Respondent's ability to pay Mr Wheeler reminded the Tribunal that she had provided some evidence about means but possibly not a complete picture. There were charges on her property held by NatWest and Barclays but no obvious payments were being made from the accounts to which the bank statements which she had produced related and Mr Wheeler presumed that payment was being made from a different account of which evidence had not been produced. He submitted that there was no evidence that the property was subject to a trust as the Respondent asserted and that the Applicant could enforce any costs order by a charge on the property. The Respondent clarified for the Tribunal that she had a personal bank account in her own name aside from those of which she had produced evidence but there was no money in it or not much money. She was a poor lady and could not afford to pay £40,000. She challenged the amount claimed for 24 September 2015 on the basis that it had not been a full day's hearing. She made the same submission in respect of the two earlier days and the Tribunal stated that it would look into that (in fact only the third of those days had not been a full day). The Tribunal summarily assessed costs and made a reduction for the fact that one hearing had been less than a full day and the final day's hearing would also be shorter than estimated. This would have an impact on counsel's fees and costs. The Respondent had provided some evidence of her finances but there was nothing to indicate that she could not pay costs. The Tribunal took into account the cases of Merrick v Law Society [2007] EWHC 2997 (Admin) and D'Souza v Law Society [2009] EWHC 2193 (Admin) but noted that while it was removing the Respondent's ability to practise as a solicitor she had capital assets including equity in property and an undeclared bank account. The Respondent had produced no evidence that she held the property for the benefit of a charity. The Respondent had also given evidence that she had set up a new business King Legal Services using the premises of the former firm and was working part-time. The Tribunal took into account the case of Broomhead v SRA [2014] EWHC 2772 (Admin) 42 and noted that not all the allegations brought against the Respondent had been found proved but determined that the costs incurred by the Applicant had been necessary; the conveyancing transaction had to be explored fully and in respect of one aspect of the transaction, use of the bank account, dishonesty had been found proved. The Tribunal considered that all the allegations had been properly brought and that those allegations which were not proved had not made a material difference to the costs. The Tribunal also considered that the way in which the Respondent had conducted the hearing added significantly to the costs not least by her refusal to accept the obvious such as her membership of the Roll of Solicitors and the fact that the Tribunal had not found her to be a witness of truth. The Tribunal assessed costs in the amount of £36,000.

Statement of Full Order

100. The Tribunal Ordered that the Respondent, Preeti King, solicitor, be struck off the Roll of Solicitors and it further Ordered that she do pay the costs of and incidental to this application and enquiry fixed in the sum of £36,000.00

DATED this 11th day of February 2016
On behalf of the Tribunal

R. Hegarty
Chairman