

Claire Ann Lockhart

Employee

7001159

Agreement Date: 22 March 2022

Decision - Agreement

Outcome: Regulatory settlement agreement

Outcome date: 22 March 2022

Published date: 5 April 2022

Firm details

Firm or organisation at time of matters giving rise to outcome

Name: Curtis Law LLP

Address(es): 87 & 89 Mutley Plain, Plymouth, PL4 6JJ

Firm ID: 538180

Outcome details

This outcome was reached by agreement.

Reasons/basis

1. Agreed outcome

1.1 Claire Ann Lockhart (Ms Lockhart), a conveyancing assistant and former unadmitted employee of Curtis Law LLP (the Firm), agrees to the following outcome to the investigation of her conduct by the Solicitors Regulation Authority (SRA):

- a. to the SRA making an order under section 43 of the Solicitors Act 1974 (a section 43 order) in relation to her that, from the date of this agreement: no solicitor shall employ or remunerate her in connection with his practice as a solicitor
- b. no employee of a solicitor shall employ or remunerate her in connection with the solicitor's practice
- c. no recognised body shall employ or remunerate her
- d. no manager or employee of a recognised body shall employ or remunerate her in connection with the business of that body



e. no recognised body or manager or employee of such a body shall permit her to be a manager of the body

f. no recognised body or manager or employee of such body shall permit her to have an interest in the body

except in accordance with the SRA's prior permission

g. to the publication of this agreement

h. she will pay the costs of the investigation of £300.

2. Summary of facts

2.1 Ms Lockhart was employed by the Firm from 2011 as a conveyancing assistant in its residential conveyancing department.

2.2 Between June 2016 and November 2016, Ms Lockhart acted on behalf of a client (Client A) in the purchase of a residential property (the Property). Searches revealed that access to the Property was via an unregistered accessway over which there was no documented right of way. To protect Client A's interests, an 'Absence of Easement' insurance policy should have been obtained on completion of the purchase.

2.3 On completion, no 'Absence of Easement' insurance policy was obtained.

2.4 On 27 February 2018 Client A contacted Ms Lockhart to ask about the accessway. Ms Lockhart reviewed the file and responded by email on the same date to confirm that an 'Absence of Easement' insurance policy was in place.

2.5 Ms Lockhart emailed Client A on 28 February 2018, attaching to her email a scanned copy of an 'Absence of Easement' insurance policy. The policy was dated '10 11 16', giving the impression that it had been obtained a few days prior to completion of the purchase of the Property.

2.6 On the same date (28 February 2018) Ms Lockhart: (i) paid £110 of her own money into the Firm's client account, (ii) sent a letter to GCS (the insurer) enclosing a cheque for the policy premium of £110, and (iii) sent the completed 'Absence of Easement' insurance policy (referred to above) to GCS, on which the date was overwritten to read '28 02 18'.

2.7 On 23 July 2018 Ms Lockhart responded to an email from Client A, about the accessway and the policy. She told Client A that there was a problem with the policy, explaining that an unnamed assistant was at fault for not ordering it and that they had backdated the policy when discovering their mistake. Ms Lockhart told Client A that she had no knowledge of the problem until she reviewed the file on 22 July 2018, explaining that, as far as she was aware, the policy was ordered on completion.



2.8 On the same date, Ms Lockhart emailed GCS, offering the same explanation as above, repeating that she was under the impression that the policy had been issued on the day of completion.

2.9 GCS has confirmed that: (i) the commencement date for the policy was 28 February 2018, and (ii) the policy had been issued from the 6th Edition policy pack which was released in September 2017, some ten months after the date of completion.

2.10 Client A reported their concerns to the SRA on 5 March 2020.

2.11 During the SRA investigation Ms Lockhart admitted completing the policy and backdating its commencement date to '10 11 16'. Ms Lockhart resigned from her employment at the Firm in November 2020 and no longer works in legal practice.

3. Admissions

3.1 Ms Lockhart makes the following admissions which the SRA accepts:

- a. She misled Client A on 27 February 2018 when she told them that an 'Absence of Easement' policy was in place, when she knew this was not true.
- b. She misled Client A on 28 February 2018 by emailing them a backdated 'Absence of Easement' policy which she had completed to read as effective from '10 11 16'.
- c. She misled Client A by telling her that an unnamed assistant had backdated the policy, and this had only come to her attention on 2 July 2018.
- d. She misled GCS in her explanation of events on 23 July 2018, for the same reasons as set out in 3.1(c) above.
- e. Her conduct was dishonest.

4. Why a section 43 order is appropriate

4.1 The SRA's Enforcement Strategy and its guidance on how it regulates non-authorised persons, sets out its approach to using section 43 orders to control where a non-authorised person can work.

4.2 When considering whether a section 43 order is appropriate in this matter, the SRA has taken into account the admissions made by Ms Lockhart.

4.3 The SRA and Ms Lockhart agree that a section 43 order is appropriate because:

- a. Ms Lockhart is not a solicitor.



- b. Her employment or remuneration at the Firm, a recognised body, means that she was involved in a legal practice.
- c. By misleading Client A and GCS, Ms Lockhart has occasioned or been party to an act or default in relation to a legal practice. Ms Lockhart's conduct in relation to that act or default makes it undesirable for her to be involved in a legal practice.

4.4 Ms Lockhart's conduct makes it undesirable for her to be involved in a legal practice because it was dishonest, demonstrating a propensity to mislead clients and others and alter documents to cover her errors. Such conduct is not compatible with the ethical behaviour the SRA expects of everyone that it regulates and undermines trust and confidence in legal services.

5. Publication

5.1 The SRA considers it appropriate that this agreement is published in the interests of transparency in the regulatory process. Ms Lockhart agrees to the publication of this agreement.

6. Acting in a way which is inconsistent with this agreement

6.1 Ms Lockhart agrees that she will not deny the admissions made in this agreement or act in any way which is inconsistent with it.

7. Costs

7.1 Ms Lockhart agrees to pay the costs of the SRA's investigation in the sum of £300. Such costs are due within 28 days of a statement of costs due being issued by the SRA.

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