

THE SOLICITORS (SCOTLAND) ACT 1980
THE SCOTTISH SOLICITORS' DISCIPLINE TRIBUNAL
(SSDT RULES 2024)

FINDINGS

in Complaint

by

**THE COUNCIL OF THE LAW SOCIETY of
SCOTLAND, Atria One, 144 Morrison Street,
Edinburgh**

Complainers

against

**SIOBHAN SULLIVAN, c/o Bridge Legal Limited,
Carlton Buildings, 63 Carlton Place, Glasgow**

Respondent

1. A Complaint dated 21 May 2025 was lodged with the Scottish Solicitors' Discipline Tribunal by the Council of the Law Society of Scotland, Atria One, 144 Morrison Street, Edinburgh (hereinafter referred to as "the Complainers") averring that Siobhan Sullivan, c/o Bridge Legal Limited, Carlton Buildings, 63 Carlton Place, Glasgow (hereinafter referred to as "the Respondent") was a practitioner who may have been guilty of professional misconduct.
2. The Tribunal caused a copy of the Complaint as lodged to be served upon the Respondent. Answers were lodged for the Respondent.
3. In terms of its Rules, the Tribunal appointed the Complaint to be set down for a virtual Procedural Hearing on 22 September 2025 and notice thereof was duly served on the Respondent.
4. At the virtual Procedural Hearing on 22 September 2025, the Complainers were represented by their Fiscal, Gavin Whyte, Solicitor, Edinburgh. The Respondent was absent but was represented by Graeme Brown, Senior Solicitor Advocate, Glasgow. On Joint Motion, the Tribunal set down a virtual, Substantive Hearing on a date to be afterwards fixed. It directed both parties to lodge a Joint Minute and any further Productions at least 14 days prior to the hearing.
5. The date of 4 December 2025 having been identified as suitable, the Tribunal set down the virtual, Substantive Hearing to call on that date and notices thereof were duly served upon both parties.

6. At the virtual, Substantive Hearing on 4 December 2025, the Complainers were represented by their Fiscal, Gavin Whyte, Solicitor, Edinburgh. The Respondent was absent but was represented by Graeme Brown, Solicitor Advocate, Glasgow. Given the extensive nature of the Joint Minute agreed by both parties, no evidence required to be led. The Tribunal heard submissions from both parties.
7. The Tribunal found the following facts established:-
 - 7.1 The Respondent is Siobhan Sullivan. She was born on 18 January 1981. She was enrolled and admitted as a Solicitor on 01 November 2004. She was employed at Brodies LLP (“Brodies”) from August 2006 to August 2016. The Respondent is no longer in possession of a practising certificate.
 - 7.2 During the Respondent’s employment with Brodies, she was employed within the personal injury unit of the firm based in Edinburgh.
 - 7.3 On 21 July 2016 the Respondent approached one of the litigation partners employed at Brodies and confessed to a significant number of irregularities in her handling of expenses received in relation to cases she had been instructed in over a number of years. The Respondent was suspended that day, pending a full investigation being carried out. The Respondent resigned from Brodies on 05 August 2016.
 - 7.4 A full investigation was carried out by the firm and a report produced. In total 135 cases were identified as having been affected by the Respondent’s conduct. That report is annexed to these Findings and is to be treated as incorporated herein *brevitatis causa*.
8. Having considered the foregoing circumstances, the Tribunal found the Respondent guilty of professional misconduct *in cumulo* in respect that, in a period of time before 2016, she:
 - 8.1 Abandoned or settled actions without instructions from the relevant clients to do so;
 - 8.2 Misled clients regarding the outcome of actions raised on their behalf, including informing clients that their actions had been successful when this was incorrect;
 - 8.3 Diverted judicial expenses, payable to Brodies, to pay both fictitious sums of damages to clients and fictitious fees due to Brodies, and to meet the expenses of defenders in abandoned actions.

This was achieved by the Respondent facilitating the payment of cheques, payable to Brodies LLP, to incorrect client accounts and impacted on approximately 135 separate matters;

- 8.4 Used monies properly due to clients inappropriately in that, having wrongly assumed a cheque received was for expenses, when in fact it was for damages, she banked these monies to the wrong client account;
 - 8.5 Used monies properly due to clients inappropriately in that, having received a payment by BACS transfer which was to cover both damages and expenses, she banked these monies to the wrong client account;
 - 8.6 Created false entries in the firm's case management system, including false time records, false letters purporting to chase expenses, and false work in progress entries in order to facilitate her deception; and
 - 8.7 Misled colleagues in relation to her actions, including a partner of the firm, her line manager and cash room staff, in order to facilitate her deception.
9. Having heard submissions from the Respondent in mitigation, and from both parties in relation to both publicity and expenses, the Tribunal pronounced an Interlocutor in the following terms: -

By Video Conference, 4 December 2025. The Tribunal having considered the Complaint dated 21 May 2025 at the instance of the Council of the Law Society of Scotland, Atria One, 144 Morrison Street, Edinburgh against Siobhan Sullivan, c/o Bridge Legal Limited, Carlton Buildings, 63 Carlton Place, Glasgow; Finds the Respondent guilty of professional misconduct *in cumulo* in respect that, in a period of time before 2016, she (1) Abandoned or settled actions without instructions from the relevant clients to do so; (2) Misled clients regarding the outcome of actions raised on their behalf, including informing client their actions had been successful when this was incorrect; (3) Diverted judicial expenses, payable to Brodies LLP, to pay both fictitious sums of damages to clients and fictitious fees due to Brodies LLP, and to meet the expenses of defenders in abandoned actions, and this she did by facilitating the payment of cheques, payable to Brodies LLP, to incorrect client accounts and impacted on approximately 135 separate matters; (4) Used monies properly due to clients inappropriately in that, having wrongly assumed a cheque received was for expenses, when in fact it was for damages, she banked these monies to the wrong client account; (5) Used monies properly due to clients inappropriately in that, having received a payment by BACS transfer which was to cover both damages and expenses, she banked these monies to the

wrong client account; (6) Created false entries in the firm's case management system, including false time records, false letters purporting to chase expenses, and false work in progress entries in order to facilitate her deception; and (7) Misled colleagues in relation to her actions, including a partner of the firm, her line manager and cash room staff, in order to facilitate her deception; Orders that the name of the Respondent be Struck Off the Roll of Solicitors in Scotland; Finds the Respondent liable in the expenses of the Complainers and of the Tribunal including expenses of the Clerk, chargeable as the same may be taxed by the Auditor of the Court of Session on a party and party basis in terms of Schedule 1 of the Act of Sederunt (Taxation of Judicial Expenses Rules) 2019 as amended with a unit rate of £18.00; and Directs that publicity will be given to this decision and that this publicity should include the name of the Respondent but need not identify any other person.

(signed)

Mark Hastings

Vice Chair

10. A copy of the foregoing, together with a copy of the Findings certified by the Clerk to the Tribunal as correct were duly sent to the Respondent by recorded delivery service on *24* February 2026 .

IN THE NAME OF THE TRIBUNAL



Mark Hastings

Vice Chair

NOTE

At the commencement of the Hearing on 4 December 2025, the Fiscal moved the Tribunal to amend (a) the address for the Respondent within the instance of the Complaint; and (b) a typographical error on page 2 of the Complaint. Mr Brown confirmed he consented to that motion. Accordingly, the Tribunal allowed both amendments to be made.

The Tribunal drew the parties' attention to the Joint Minute, which had been lodged with the Tribunal on 2 December, and asked if they were intending to invite the Tribunal to receive same. Both parties confirmed that was their intention. The Tribunal referred the parties to its direction of 22 September 2025, that the Joint Minute and any additional Productions be lodged no later than 14 days prior to the hearing. The Fiscal explained that the Joint Minute had taken longer than expected to draft and he had overlooked the time limit set by the Tribunal. Mr Brown advised that he had awaited the drafting of the Joint Minute by the Fiscal and he apologised for its lateness. The Tribunal allowed the Joint Minute to be received. Both parties confirmed that no evidence required to be led. The Tribunal invited both parties to make submissions.

SUBMISSIONS FOR THE COMPLAINERS

The Fiscal invited the Tribunal to have regard to the terms of the Complaint, including the detailed report attached thereto, and the Joint Minute which included two annexes. He explained that Annex A was a more detailed narrative of 31 of the matters described in the report attached to the Complaint and Annex B set out the rules that were breached in each of the matters.

The Fiscal stated that the Respondent worked in the personal injury unit of Brodies and was some 12 years post qualified at the time her conduct came to light. The conduct came to light when the Respondent confessed, out of the blue, to her employers in July 2016. The Respondent was suspended at that stage but provided full cooperation with the investigation carried out by Brodies before tendering her resignation on 5 August 2016. The Fiscal referred the Tribunal to page 2 of the report where it is stated:

"She created and became embroiled in an ongoing cycle of deceit".

From the report, the Fiscal had identified the earliest date of the Respondent's conduct as March 2008, with the conduct continuing until May 2016.

The Fiscal described how the Respondent had diverted expenses that were payable to Brodies to pay fictitious damages, fictitious fees to the firm, and to meet expenses for defenders. He stated that the report described 23

cases of her doing this. In 14 of these cases, the Respondent abandoned or settled cases without the instructions of her client and then actively misled clients about the outcome.

The Fiscal explained that Annex A contained information prepared by the reporter to the Professional Conduct Sub Committee (“PCSC”). The reporter had access to the report prepared by Brodies, the firm’s electronic and paper files. The reporter had assessed matters 1 to 30 in the Brodies report in detail and, in respect of the remaining 105, had reviewed a selection. The Fiscal explained that Annex A, attached to the Joint Minute, distilled this information in relation to matters 1 to 30 and matter 121. He confirmed that the reporter was available to provide further information if required.

The Fiscal highlighted two of the matters from the Brodies’ report.

He referred to matter 20, which he explained was an action involving hire charges incurred as a result of a car accident. The solicitor on the other side had made an offer in settlement of £5,000, which was inclusive of a previous interim payment. That had left a balance of £3,600 to be paid. The Respondent accepted this offer without instructions and then advised the hirer that the case had settled for £4,750. This had left a shortfall which the Respondent made up by using funds due to the firm for expenses. This matter involved breaches of rules 1, 4(1), 9(1) and (14(1) of the Solicitors (Scotland) (Standards of Conduct) Practice Rules 2008 and rule 8(1) of the Accounts Rules 2001.

The Fiscal directed the Tribunal to matter 121, which he indicated was a personal injury claim where the sum sued for was £100,000. He stated that the pursuer accepted an offer of £35,000 in full and final settlement, which included an interim payment, and expenses were agreed at £11,360. Upon receipt of the expenses, £3,000 was moved from matter 121 to matter 29 to meet the defender’s costs in that case. He explained that this amounted to a breach of rule B1.2 of the Practice Rules 2011 involving dishonesty.

The Chair asked the Fiscal if he could explain how the Respondent had been able to conduct herself in this way over a period of eight years without detection. The Fiscal responded that the Respondent had misled members of the cash room staff of the firm and her line manager. He explained that, although there was a form of oversight, she made excuses for her instructions, and they were rarely questioned.

The Fiscal added that matter 121 also involved breaches of rules B6.12.1 and B1.14 of the 2011 Rules.

The Fiscal submitted that it was clear that dishonesty ran through all of the matters in the report. He drew the Tribunal’s attention, in particular, to matter 4, which he stated involved a breach of rule B1.13.1. He submitted that the Respondent misled a colleague to attend court and advise a Sheriff that a case had settled when in fact

that was not the case. The Fiscal stated that the Respondent had lied to staff of the firm, misled colleagues and even, indirectly, members of the Judiciary.

Albeit the Respondent admitted professional misconduct, the Fiscal accepted that this is an issue for the Tribunal to determine. He referred the Tribunal to the test set out in Sharp v The Council of the Law Society of Scotland 1984 SLT 313 and submitted that the Respondent's conduct was clearly both serious and reprehensible.

The Fiscal referred the Tribunal to McMahon and Others v The Council of the Law Society of Scotland 2002 SC 475 which he submitted was support for the principle that the client account is sacrosanct.

The Fiscal emphasised that the Respondent's conduct was prolonged and repeated and the level of dishonesty was significant. He submitted that honesty is a fundamental principle to the profession and that the Respondent's conduct was likely to have damaged the reputation of the profession. He invited the Tribunal to find the Respondent guilty of professional misconduct.

The Tribunal asked the Fiscal if he was able to confirm that it was only the firm which sustained any loss, and how much that loss was. The Fiscal was unable to quantify the loss to the firm.

The Tribunal asked the Fiscal if he could explain why it had taken nine years for the Complaint to come before the Tribunal. The Fiscal explained that the matter was considered by the PCSC in July 2023. He stated that the Law Society had commenced its investigation in 2017. At that time the Respondent had been represented by a different agent, with whom there had been substantial dialogue, until 2018 when Mr Brown was instructed. He explained that the "water was muddy" and the report was not ready for the Sub Committee until 2023.

The Chair invited the Fiscal to make enquiries of the reporter to find out how the Respondent had been able to move funds between client accounts without being discovered for eight years.

SUBMISSIONS FOR THE RESPONDENT

Mr Brown confirmed that the Respondent admitted professional misconduct, took no challenge to the Fiscal's narrative and had accepted guilt since her confession in July 2016.

He explained that the Respondent joined Brodies in Glasgow in 2006, where she was mentored by someone until 2007. Her mentor left the firm at that stage. The Respondent felt she was left without support. She became

an associate in 2007 and was transferred to the Edinburgh office. There she inherited a complicated caseload, in addition to the cases she brought with her from Glasgow. In 2015, Brodies created the role of managing associate. The Respondent had been hesitant to apply for that position as she was aware of her conduct. However, she felt that she had to apply or this would draw attention to herself. The Respondent accepted that her conduct involved a significant amount of dishonesty, especially with the cash room. The Respondent made no criticism of her former employers over the issues of supervision.

Mr Brown explained that whilst the irregularities dated back to 2008, they began in earnest around 2011. At that time, one of her colleagues in her team, left for maternity leave and was not replaced. The Respondent had been working under stress to the extent that her health suffered and she attended her GP. Although no formal diagnosis was made, it was clear to her now that this stress had affected her health and had led to her making mistakes. Mr Brown stated that the Respondent had made a mistake in a case and then felt unable to own up to it. The Respondent knew she was highly regarded within the firm and she sought to live up to that reputation. He stated that this led to a “snowball of coverups”. The Respondent was part of the management team for her department. He stated that she was clearly a capable solicitor and highly regarded within the firm. This led to all of these files being affected.

Mr Brown submitted that stress had affected her health from 2011 to 2015 and that the Respondent now describes it as horrifying to look back on.

He emphasised that the Respondent had wanted to ensure that no clients were ever affected. He noted that the risk of her being discovered would have been higher if clients had been out of pocket. The Respondent accepted that Brodies had suffered financially. He emphasised that at no stage did the Respondent take money for herself.

Mr Brown described how the Respondent had lived in a constant state of panic, in fear that it would all unravel. Matters came to a head in April 2016, when her team was advised that its future with Brodies was in peril, due to business decisions being taken. The Respondent felt responsible for the members of her team. In mid-May 2016, Brodies decided to give up personal injury work and her team began to look at other options.

On 20 July 2016, the Respondent told her husband about what she had been doing. The next day she attended the firm and confessed to everything. She gave full cooperation to the investigation carried out by Brodies, including great detail. The Respondent had been discouraged from self-referring to the Scottish Legal Complaints Commission (“SLCC”) as Brodies wanted to investigate matters themselves. The Respondent finally resigned on 5 August 2016, having attended the firm’s offices for two weeks to help with the investigation.

Mr Brown confirmed that the Respondent had no intention of ever being a solicitor again and she realised this option was not open to her.

He advised that Brodies had arranged counselling for the Respondent and had dealt with her sympathetically. The Respondent accepted that if she had sought help with her mental health at the beginning then that would have helped. He emphasised that there was no suggestion that there was a culture within Brodies that had led to her behaving in this manner. He confirmed that the Respondent had sought help with her mental health over the past nine years.

The Chair asked Mr Brown if the Respondent had lacked supervision. Mr Brown explained that there had been supervision there if the Respondent had sought it, but she did not. He explained that the Respondent had a reputation as a capable solicitor, known for achieving good outcomes, and she wanted to live up to that. He confirmed that the Respondent would still seek authorisation from a partner to move money, but she misled the cash room staff and the managing partner for the reasons for the movement. Her requests would be signed off without much enquiry because she was trusted. He emphasised that the Respondent did not seek to criticise Brodies for any of this.

Mr Brown submitted that the Respondent's life had been profoundly impacted by all of this. She accepted that her career as solicitor was at an end and she expected to be struck from the Roll.

Mr Brown stated that this had begun as a mistake which had been followed by coverup after coverup, and money had been moved around. It had spiralled beyond her control. The Respondent regrets not drawing a line in the sand sooner.

The Tribunal asked Mr Brown if he could explain the delay in the complaint procedure since his involvement in 2018. He explained that Brodies had immediately referred the Respondent to another solicitor for advice. They were unaware of the extent of the conduct at the beginning and whether the Police would be involved. Mr Brown believed he was instructed because of his criminal experience. He stated that it was not clear that any criminal conduct had been involved and so the Respondent waited to see what would happen. He confirmed that he had received regular updates from the Law Society, indicating that their investigations were still ongoing. He thought that COVID may have contributed to the delay. He accepted that the matters were complicated, required a lot of cross-referencing and the public interest required a full investigation. However, he wondered if the investigation could have been shortened and she could have been struck off earlier than 2025.

The Tribunal asked Mr Brown how the Respondent had managed to keep up with her course of conduct. He explained that she was a very capable solicitor and that she had access to the case management system. During the investigation she was able to provide a very detailed statement.

Mr Brown was unable to say how much Brodies had lost and did not think that this was within the Respondent's knowledge.

He emphasised that the Respondent did not gain financially and that her explanation was that this all began as a mistake followed by a coverup. He emphasised that the Respondent had felt she could not own up to her original mistake, not because of any culture in Brodies, but because of her character in not wanting to be seen as letting the side down. He submitted that at no stage did the Respondent move money that would have prejudiced any client. He believed her conduct would have been discovered quicker if a client had made a complaint.

The Tribunal invited both parties to make enquiries, during the adjournment, regarding Brodies financial loss and the supervision provided to the Respondent during the time of her conduct.

The Fiscal then confirmed that enquiries had been made of the reporter. The explanation for the Respondent's conduct going undetected for so long was that she was trusted and well liked and so operated in the absence of any serious scrutiny. The Fiscal advised that neither Brodies nor the Law Society had been able to quantify the loss sustained by Brodies. Mr Brown advised that it was the Respondent's understanding that she was trusted, respected and well liked and this reflected in the degree of supervision applied. He advised that the Respondent accepted that she exploited that trust. He confirmed that she could not shed any light on the loss sustained by Brodies but did accept that it was significant.

DECISION

The parties had agreed all of the averments of fact in this case, including the terms of the report prepared by Brodies following their investigation. Accordingly, the Tribunal found the facts narrated in paragraph 7 to be established.

Whilst Respondent also agreed that she was guilty of professional misconduct, it is a matter for the Tribunal to consider the established conduct and assess whether it amounts to professional misconduct. The test for misconduct is that set out in the case of Sharp where it is said:-

“There are certain standards of conduct to be expected of competent and reputable solicitors. A departure from these standards which would be regarded by competent and reputable solicitors as serious and reprehensible may properly be categorised as professional misconduct. Whether or not the conduct complained of is a breach of rules or some other actings or omissions, the same question falls to be asked and answered and in every case it will be essential to consider the whole circumstances and the degree of culpability which ought properly to be attached to the individual against whom the complaint is to be made.”

The conduct in this case was a prolonged and extensive course of conduct stretching over some eight years and involving significant and repeated dishonesty. The Respondent had lied to clients and colleagues within the firm. Whilst the Fiscal made reference in his submission to the Respondent misleading solicitors outwith the firm and the court, the Tribunal noted that this conduct was not included in the specific averments of professional misconduct within the Complaint.

The Tribunal considered it remarkable that the Respondent’s actions were undiscovered for a period of eight years, particularly bearing in mind the fundamental principle that the client account is sacrosanct (*McMahon v Council of the Law Society of Scotland 2002, S.C. 475* paragraph 21). The systems that ought to have been in place to prevent irregularities such as those which occurred in this case appear to have failed on the basis that the Respondent’s instructions to the cash room were not scrutinised or queried at any stage. This was of some concern to the Tribunal even if it was not ultimately a matter to be determined in the Complaint.

The Tribunal considered that the individual averments of professional misconduct were so interconnected that they should be treated as a course of conduct and that it was appropriate to consider them *in cumulo*. Honesty is a fundamental and underpinning obligation of the profession. The Respondent’s acts of dishonesty persisted for a period of eight years. Her conduct could only be described as serious and reprehensible. Accordingly, the Tribunal found the Respondent guilty of professional misconduct *in cumulo*.

SANCTION, EXPENSES & PUBLICITY

SUBMISSIONS FOR THE COMPLAINERS

The Fiscal confirmed that the Respondent had no previous findings of unsatisfactory professional conduct or professional misconduct. He invited the Tribunal to award expenses to the Complainers, on the basis that expenses follow success. He invited the Tribunal to anonymise any third parties or clients when giving this decision publicity.

SUBMISSIONS FOR THE RESPONDENT

Mr Brown described this a dark period of the Respondent's life. He advised that she has struggled since 21 July 2016. She accepted that her biggest mistake was not seeking help at the time, although she did not seek to excuse her behaviour by the pressure she was under.

Mr Brown accepted that publicity would require to include the Respondent's name. He submitted that it was unfortunate that there had been nine years delay in this case. The Respondent had rebuilt her life since leaving Brodies and had done well in rebuilding her new career. He believed that publicity might now have an effect upon that.

Mr Brown accepted that expenses follow success. The Respondent accepted that she required to be struck from the Roll of Solicitors.

The Tribunal asked Mr Brown if he considered whether the delay in bringing this complaint should have any bearing on the issue of expenses. Mr Brown indicated that he had been unable to find any authority to support such a submission. He submitted that it was difficult to ignore the delay, but he recognised that this was a tangled web. He emphasised that the Respondent had spent a great deal of time rebuilding her life and was now concerned about the impact of the publicity in this case on her current career. The Respondent had given him instructions to make the process as swift as possible.

The Tribunal asked the Fiscal if he could point to any culpability on the part of the Respondent for the delay in the complaint making progress. The Fiscal conceded that the delay in this case had been too long but explained that this was due to the scale of the case. The reporter to the PCSC had not been able to access the paper files for the firm held in the Law Society's offices during the period of COVID. The reporter's findings had gone to the PCSC in the Summer of 2023.

DECISION ON SANCTION, PUBLICITY & EXPENSES

The Tribunal had found the Respondent guilty of professional misconduct involving extensive dishonesty.

The duty of honesty and integrity is a fundamental and underpinning obligation of the profession. It has been made quite clear by this Tribunal that dishonesty must be seen at the top end of the spectrum of gravity of misconduct. It has also been said on a number of occasions that a finding of dishonesty will lead to a striking off in all but the most exceptional circumstances. (Bolton v The Law Society [1194] 1 WLR 512; SRA v Imran [2015] EWHC 2572 (admin))


In the case of Bolton v Law Society [1994] 1WLR 512, the Court of Appeal noted that the essential issue is *“the need to maintain among members of the public a well-founded confidence that any solicitor whom they instruct will be a person of unquestionable integrity, probity and trustworthiness.”* The reputation of the profession is more important than the fortunes of any individual member. Similarly, in the case of McMahon, referred to by the Fiscal, it was said *“Membership of the legal profession is a privilege. Those who exercise that privilege undertake a duty throughout their professional lives to conduct their clients’ affairs to their utmost ability and with complete honesty and integrity. Clients and colleagues should be able to expect these qualities of every solicitor as a matter of course. If the public is to give the profession its respect and trust, it must be assured that when solicitors fails in these duties, they will be suitably dealt with by the profession’s disciplinary system.”*

Whilst the Tribunal accepted that the Respondent made no direct financial gain from her conduct, the dishonesty involved in this case was prolonged and repeated. The Tribunal determined that the only possible sanction here was to strike the name of the Respondent from the Roll of Solicitors.

The Tribunal gave very careful consideration to the question of expenses. The delay in this complaint being brought to the Tribunal was extremely unfortunate, particularly given the steps the Respondent had taken to rebuild her life. However, there had been no suggestion that this delay might have contributed to the expenses before the Tribunal. Accordingly, the Tribunal concluded that there was no reason to depart from the proposition that expenses should follow success and it made an award of expenses in favour of the Complainers.

With regard to publicity, the Tribunal has obligations to publish its decisions under Paragraph 14 and 14A of Schedule 4 to the Solicitors (Scotland) Act 1980. Accordingly, the Tribunal ordered that publicity should be given to this decision and that publicity should include the name of the Respondent. No clients or third parties require to be identified.

The Tribunal was disappointed that there had been a number of gaps in the information provided to it, such as the loss sustained by Brodies and the cause of the delay of the complaint coming before the Tribunal. This was relevant information which should have been available to the Tribunal, even if it did not affect the ultimate outcome as the nature of the misconduct led to strike off being the only suitable sanction in the circumstances.


Mark Hastings
Vice Chair

Report on: **Misappropriation of funds and dishonestly on the part of a solicitor.**

Prepared for: **The Law Society of Scotland**

Date: **4 November 2016**

1 Introduction

1.1 We write in our capacity as Cashroom Partners of Brodies LLP to report to you about the misappropriation of funds and dishonesty on the part of a solicitor while she was employed in our practice. This report follows our preliminary report to you of 23 August 2016 and is supplementary to that.

1.2 This report describes:

1.2.1 the background and principal conclusions of this report;

1.2.2 our investigation and approach to the preparation of this report;

1.2.3 the means by which the solicitor manipulated expenses payable to the firm;

1.2.4 process changes that have been put in place as a result of our investigation;

1.2.5 our approach to accounts reconciliation in light of the investigation;

1.2.6 the client matters affected by SZS's actions in order to be assured that clients were not disadvantaged, dealt with under three headings:

1.2.6.1 cases involving personal injury damages affected by the solicitor's conduct;

1.2.6.2 cases involving overpayment of recoveries;

1.2.6.3 cases involving the movement of expenses;

2 Background and principal conclusions

2.1 As explained in our preliminary report, we employed Siobhan Sullivan (SZS) in our personal injury unit in Edinburgh. That unit deals exclusively with pursuer reparation cases, in many cases working on a speculative basis. SZS was admitted in 2004 and is a very experienced solicitor. She was held in such high regard by colleagues that partnership prospects had been discussed. She had already been promoted to the position of Managing Associate, a grade below partner. SZS enjoyed a very high level of trust.

2.2 Earlier this year, we reviewed our personal injury practice and decided that we would begin looking at options for winding down or sale. One option identified was a possible transfer of that business to a buyer (with whom we had early discussions). This possibility was discussed with SZS who was adamant that she did not

wish to be part of any transfer. In light of this, we advised SZS in June that we would be happy for her to stay at Brodies at least until the cases which formed her then existing workload had been concluded and that there may be opportunities thereafter for her to stay with the firm if that was her preference. On 21 July 2016 SZS came to one of our litigation partners without any prior warning and confessed to a significant number of irregularities in her handling of expenses received on the matters she was conducting (going back a number of years).

- 2.3 We spent several hours with SZS that day going through what had happened. SZS had compiled a list of matters she confirmed were affected (our review has revealed that was an incomplete list). She was suspended that day, pending a full investigation being carried out. She agreed to make herself available to answer any questions which arose in the course of the investigation. Following a preliminary review of the electronic files and financial data relating to the matters which SZS had identified as having been the subject of her misconduct, she attended a further lengthy meeting on 5 August 2016 to answer specific questions about particular cases. She also gave additional information about the pattern of her misconduct. She resigned from Brodies later that day.
- 2.4 She told us that some time ago, she had abandoned an action without instructions from the client to do so. She did so because she considered the case was unlikely to succeed at a proof, which was due to take place in the near future. She said that she had taken the decision to abandon unilaterally without input from any partner or other person at the firm. She had then told the client that the case had been successful and that they would receive payment of a sum in settlement of their claim for damages. The result was an expectation on the part of the client in relation to the damages reported as due to them as a result of their "success" and an obligation to meet the expenses of the defender occasioned by the abandonment. SZS met the expectation/obligation by deliberately diverting expenses payable to Brodies in subsequent cases. Having done this once, she created and became embroiled in an ongoing cycle of deceit.
- 2.5 Our report confirms that SZS:
- 2.5.1 in 23 cases paid out to the client amounts that represented either (i) an amount decided upon by SZS where there had been no award of damages or settlement agreed with the defender or (ii) more than she had recovered from the defender. In this report we describe the former cases as involving "fictitious damages". In doing so we do not wish to give the impression that the claims in question had no value: merely that the amount paid to the client was determined by SZS alone. She abandoned fourteen of these cases and in the others paid out more damages than the amounts she had settled at. In aggregate, she paid out just over £92,000 in this category and no amount more than £15,500 in an individual case. In relation to the cases SZS abandoned SZS paid defender's costs of £49,128.52 although given cases were conducted on a no win/no fee basis it is not possible to say what would have happened in relation to costs had the cases progressed further;
- 2.5.2 in numerous cases diverted expenses which were payable to Brodies LLP from the matter which was their intended destination, to another matter, and used that money either to pay the client a sum representing damages which had not in fact been recovered (as in the paragraph above) or defender's costs and/or to pay outlays payable to third parties and/or fees due to Brodies;

- 2.5.3 in numerous instances, lied to our Cashroom staff when completing cash entry forms by narrating that cases were "connected" in order to explain instructions to make transfers of funds between client matters, to allow payment of outlays to be made;
- 2.5.4 in numerous instances lied to colleagues that cases were continuing, that she was still negotiating expenses or that she was chasing expenses (in circumstances when no expenses had been agreed);
- 2.5.5 in other instances lied to her line manager by stating, for example, that expenses were still being negotiated (when they were not) in order to obtain approval by him for payment of outlays to be made to third parties in the expectation that a sum to meet those expenses would be received in due course.
- 2.6 We consider that 135 matters in total have been impacted by SZS's accounting irregularities in the movement of expenses. To provide a degree of context to this number, we have estimated that SZS will have handled, on average, 400 matters in any given year and 4,200 over the course of her employment with us.
- 2.7 On the basis of our extensive investigations to date, we are as confident as we can be that, with two exceptions, SZS did not intromit with money due to clients. In two cases she banked money which related to client damages or recovery onto the wrong matters. See paragraphs 9.5.2 and 9.43 of this report for further detail.
- 2.8 SZS has been adamant in our discussions with her that she acted alone, that she did not intromit with client money and that no other person was aware of her deceit. We have uncovered no evidence of anyone else being involved.
- 2.9 So far as losses to Brodies are concerned, the level of those losses are not such as to, for example, threaten the firm's solvency.

3 Our investigation and approach to this report

- 3.1 This report has been compiled primarily under the oversight of one of our partners Joyce Cullen. It details each SZS case identified by us involving SZS and her improper use of firm funds.
- 3.2 The report has been compiled with input from the partner primarily responsible for the supervision of SZS and the cases which she worked on, from SZS herself (including a written note of cases and explanations and information provided at interview), from the Cashroom Partners, from the Finance Team and from scrutiny of the data available in our Document Management System (DMS), Case Management System (Visual Files) and Elite records. Vouching of financial transactions and supporting documents have been ingathered.
- 3.3 As is appropriate, very considerable resources have been dedicated to the investigation and preparation of this report. Had the investigation been carried out by a single individual we estimate it would have taken that person a minimum of 8 weeks (working full time) to complete the exercise.
- 3.4 For the sake of completeness, we should say that we have also identified a number of other instances of dishonesty on the part of SZS but which we do not consider give rise to issues under the Accounts Rules. Those instances involve, for example, the raising of fees where there was no prospect of those being paid or movement of work in progress or where an action has been abandoned without instructions but where no

money movements were involved. We are of course considering what further steps might require to be taken in relation to those matters but we do not regard them as appropriate for this report.

- 3.5 In relation to client matters, the report divides the cases into three main categories.
- 3.6 The first category includes cases where either no instructions were obtained from the client before abandonment or settlement was agreed by SZS without instruction or the client was misled by SZS as to the terms of settlement actually agreed. These cases include a claim for damages for personal injury sustained. SZS used expenses payable to Brodies to pay the clients "damages". In many of these cases, SZS manipulated further expenses to find money to cover defender's expenses/costs that were then due.
- 3.7 The second category is in respect of claims for cost recovery, for example, for vehicle hire charges. However, in these cases SZS overstated to the client the amount recovered and used expenses payable to Brodies to make these overpayments to clients.
- 3.8 The third category is the very large number of matters where she intromitted with expenses in order to make the payments made in the first two categories and to move money where it was required.
- 3.9 In almost all cases, in the first two categories at least, SZS, deliberately misled clients and/or colleagues, in providing wrong information about the terms of settlement of claims which she has agreed on behalf of clients and/or the level of expenses recovered and the funds which are available (or likely to become available in due course) to meet both the outlays incurred by the firm and the fees able to be charged by the firm for its services in connection with these cases.

4 Manipulating expenses

- 4.1 In the vast majority of personal injury cases in which we act for the pursuer, expenses are paid by defenders' insurers by way of cheques made payable to Brodies (in contrast to damages which are generally now received as cheques made payable to the client and for which we show contra-entries in our client account). These will cover Brodies' fees at the agreed level as well as outlays which Brodies has incurred and is liable to pay such as Counsel's fees and fees for medical reports. Where a fee note has been prepared prior to receipt of the expenses, our usual practice is to pay in the expenses cheque to Brodies' firm account and then to prepare cash entries showing the funds as having been used to settle outlays and fees. Where no fee note has been prepared at the time when the expenses cheque is received, our practice is to pay the cheque into the relevant client account ledger on receipt and then make payment of the outlays due to third parties and eventually our fee. By agreement with the client in such cases, the client never becomes responsible for any of these payments.
- 4.2 Our investigations disclose that SZS would often negotiate and agree the amount to be paid by the defender in expenses. However, she has admitted that on receipt of the cheque in settlement of expenses, which would be made payable to Brodies, she would remove any covering evidence which identified the matter and complete cash entries to deposit the sum into whichever matter suited her purpose. We have identified that in some instances, particularly if the cheque was a large one, she would place it in a matter (sometimes the correct one) but ask our Cashroom to transfer monies to other matters to cover outlays or fees payable. While we have a strict policy requiring written authority from the client to allow the transfer of monies between

clients, she was able to convince our Cashroom staff that these transfers were being made between connected matters.

- 4.3 SZS has stated that she covered her tracks by creating false entries in our Visual Files case management system, for example by creating false time records, false letters chasing expenses and creating false work in progress entries. The false entries indicated that work was still being carried out on files which had, in reality, been settled. In addition, in a number of instances she regularly sought and obtained authority from a partner in our pursuer personal injury division to raise fees against this work in progress to maintain the appearance of matters all being in order. As mentioned above, she also managed to divert funds received by way of expenses to "pay" some of these fees. Again, this created the appearance of "business as usual". SZS has admitted that she lied to colleagues when any activity was questioned and deliberately misled colleagues to enable inappropriate diversion of funds and financial transactions to be authorised or implemented.

5 Process changes made

- 5.1 We have made the following process changes following discovery of SZS's actions:
- 5.1.1 our purchase ledger procedures require our Cashroom to reconcile supplier statements as and when they are received. We have now contacted all suppliers to obtain an up to date statement of account. This is to ensure that all invoices from suppliers have been processed through our practice management system for the personal injury department;
- 5.1.2 cheques payable to us (and dealt with in the personal injury team) now require a copy of the correspondence to be sent to Cashroom with the cheque. This approach as regards cheques will be rolled out firm-wide before 30 November 2016 once the approach is embedded in the personal injury team;
- 5.1.3 all instructions received by the Cashroom to transfer monies between matters which relate to the same client are checked by either the Cashroom Manager or the Assistant Cashroom Manager. This will ensure that enough evidence is provided to allow the transfer to be made and that cashiers are not misled as to "related matters".
- 5.2 Our Risk Management Committee is considering what further process changes we might make in relation to general matters arising from these events.
- 5.3 We also instructed Senior Counsel in relation to the first category of cases below in order to obtain an independent view on the level of settlement reached or the appropriateness of abandonment. In each case it is noted that Senior Counsel's advice is being obtained. For the avoidance of doubt, we have received preliminary advice but a number of points are being followed up before the advice is finalised.

6 Accounts reconciliation

- 6.1 In all cases we have reviewed the ledger cards were found to be correct in terms of total balances and all were fully reconciled. However, it will be the case that although the totals on the matters are correct the composition of funds received for settlement of expenses from the respective insurer, payable to Brodies, may be spread over a number of files as opposed to the specific file the funds were to be allocated to.

- 6.2 To be clear all third parties and clients have been paid and settled where balances were outstanding and amounts due. We have to date not been made aware from any third parties that they are due any amounts that we have not recorded on our systems in respect of the personal injury team.
- 6.3 In aggregate all matters are correct in monetary terms and all are reconciled. It is the allocation of the incoming funds that has been changed as a result of the instructions from SZS. This report shows the full audit trail for these payments. There are 7 entries– both debit and credit - where it is proving difficult to locate the exact matter to which they relate.
- 6.4 We hope that with the accounts all being reconciled and this report itself giving a detailed audit trail of the entries that we would not have to go back and unpick every account and reallocate the funds to effectively get back to where we are now. This has been discussed with our Auditors (KPMG) and they would support such an approach as a pragmatic way forward.
- 6.5 To perform this reallocation work would involve weeks of work from senior Cashroom staff which would in itself potentially cause more risk, but if this is what is required we will of course comply with whatever course of action you see as appropriate.

7 Cases involving personal injury damages

7.1 Matter 1

7.1.1 Case details

Dishonesty, abandoning without instructions, fictitious damages (£11,170)

This is a court action for £15,000 served in August 2011. SZS states that this case had poor prospects on the merits – a tripping case where SZS was persuaded by the defenders' solicitors that they were not liable. She tried to advise the client to abandon, since she believed the case would fail, but the client had an angry reaction. The proof was imminent and SZS felt that she had not progressed preparations adequately.

On 30 July 2012 SZS agreed with the defenders' agents that the case be abandoned on a no expenses due to or by basis. SZS did not take instructions from the client in relation to the abandonment and did not advise the client at any time thereafter that the case had been abandoned. She then paid fictitious damages to the client totalling £11,170 in four instalments which represented the sum the client was prepared to accept.

We are obtaining independent advice from counsel as to whether the sum paid to the client was at a level commensurate with the amount which would have been likely to have been awarded if the action had proceeded to proof and had been successful.

Our insurers have been notified about this case.

7.1.2 Financials

Cheques made payable to Brodies LLP and paid into this matter rather than original intended destination are:

- Receipt of £3670 this relates to matter 67

- Receipt of £2,500 this relates to matter 97
- Receipt 16/1/14 of £2,550. We have been unable to trace the matter this properly belongs to but following the pattern of how expenses were dealt with by SZS we are confident this relates to expenses.
- Receipt of £2,450 this relates to matter 84

Cheques were sent to client totalling £11,170.

7.2 MATTER 2

7.2.1 Case details

Dishonesty, abandoning without instructions, fictitious damages (£1976.15)

This is a court action for £13,071.30 served on 18 March 2010. The client would not accept SZS's advice to abandon. SZS abandoned the action without instructions and told the client that the case had settled on a 50/50 basis, when no such agreement had actually been reached.

We are obtaining independent advice from counsel as to whether the sum paid to the client was at a level commensurate with the amount which would have been likely to have been awarded if the action had proceeded to proof.

Our insurers have been notified about this case.

7.2.2 Financials

The defender's expenses (£8587.22) and damages paid to client (£1976.15) were met from expenses cheques made payable to Brodies LLP as follows:

- Receipt of £3,000 relates to matter 69
- Receipt of £1,937.18 relates to matter 66
- Receipt of £8,850 relates to expenses on matter 61

7.3 Matter 3

7.3.1 Case Details

Dishonesty, abandoning without instructions, fictitious damages (£12,500)

Proceedings were served on 5 April 2010 for £20,000 against two defenders. This case was eventually abandoned with limited expenses payable to one of the defenders. SZS did not tell the client and thereafter paid him £12,500 representing it as a payment from the defender.

We are obtaining independent advice from counsel as to whether the sum paid to the client was at a level commensurate with the amount which would have been likely to have been awarded if the action had proceeded to proof.

7.3.2 Financials

This case was abandoned but the client was paid £12,500 and defenders expenses of £1,500 were also paid. These amounts were met by using expenses made payable to us as follows:

- Receipt of £2,903.68 18/1/12, this relates to matter 45
- Receipt of £2,750, this relates to matter 55
- Receipt of £4,619.55, this relates to matter 94
- Receipt of £3,980.00, this relates to matter 70.

7.4 Matter 4

7.4.1 Case details

Dishonesty, abandoning without instructions, fictitious damages (£6,000)

A court action for £10,000 was served in June 2011. On 1 March 2012, SZS advised the client that the claim was worth between £5,000 and £7,000 but that the medical evidence is not favourable and that may affect the outcome. SZS agreed with the defender's agents (without instructions) that the action be abandoned with payment of the defender's expenses. She paid the client fictitious damages of £6,000.

We are obtaining independent advice from counsel as to whether the sum paid to the client was at a level commensurate with the amount which would have been likely to have been awarded if the action had proceeded to proof.

Our insurer has been notified about this case.

7.4.2 Financials

This case was abandoned but the client was paid £6,000 and defenders expenses of £4,641.30 were also paid. These amounts were met by using expenses made payable to us as follows

- Receipt of £4,736.61 – this relates to matter 54
- Receipt of £4,800 – this relates to matter 50
- Receipt of £4,000 this relates to matter 74

Two cheques sent to client for £4,000 and £2,000.

7.5 Matter 5

7.5.1 Case details

Dishonesty, abandoning without instructions

This was a Summary Cause Summons for £5,000 served in March 2011. SZS had contacted the defender in January 2012, shortly before the proof, to advise that she had difficulties with one of her expert witnesses and

asking for the proof to be discharged. The defender refused to agree to that. The following day SZS advised the defender she had instructions to abandon the action on a no expenses due to or by basis. Ultimately SZS agreed to abandonment with expenses paid to the defender of £5,500.

We cannot establish that instructions were received to abandon the action and to pay the defender's expenses. We are obtaining an independent opinion from counsel as to the likely value of the claim for damages, should the case have proceeded to proof, in order to determine next steps.

Our insurers have been notified about this matter.

7.5.2 Financials

No debits have been posted to this matter. Payment of defender expenses made by using expenses posted to matter 68 on 29/8/12.

7.6 Matter 6

7.6.1 Case details

Dishonesty, abandoning without instructions, fictitious damages (£2647.45)

This was a court action served in February 2011 claiming £20,000. The claim was abandoned with expenses payable to the defender in the sum of £2,400. SZS did not take client's instructions in relation to this abandonment. Two separate payments were made to the client – one for £2,525.87 and another for £121.58.

We are obtaining independent advice from counsel as to whether the sum paid to the client was at a level commensurate with the amount which would have been likely to have been awarded if the action had proceeded to proof.

Our insurers have been notified of this matter.

7.6.2 Financials

This case was abandoned but payments were made to the client and expenses were paid. These amounts were met by using expenses made payable to us as follows:

- Receipt of £6.000, this relates to matter 30.
- Receipt of £2,525.87 this relates to expenses on matter 109

7.7 Matter 7

7.7.1 Case details

Dishonesty, abandoning without instruction, fictitious damages (£1500)

This was a court action served in December 2011 for £10,000 seeking damages. On 20 July 2012 SZS emailed the Sheriff Court advising that the matter had settled with the pursuer agreeing to abandon the court action on a no expenses due to or by basis. The client was eventually paid (after chasing compensation from

us) a cheque in the sum of £1,500 on 9 October 2012 purporting to be damages received in respect of this case at a time when the case had been abandoned.

We are obtaining independent advice from counsel as to whether the sum paid to the client was at a level commensurate with the amount which would have been likely to have been awarded if the action had proceeded to proof and to determine next steps.

Our insurers have been notified of this case.

7.7.2 Financials

SZS posted to this matter a receipt of £2,962.60 being expenses payable to us. This relates to expenses on matter 51. A cheque was raised in favour of client for £1,500 and the remaining funds were used to settle fees.

7.8 Matter 8

7.8.1 Case details

Dishonesty, abandoning without instructions, fictitious damages (£7,000)

This was an ordinary action served on 15 January 2010 for £20,000. After negotiations with the defender and discussing matters with the client, the quantification of the claim was agreed at £11,000 which was inclusive of all interest, loss of earnings and solatium.

Without further reference to the client, SZS agreed with the defender's agents that the action would be abandoned with expenses payable to the defender of £3,000. £7,000 was then paid to the client as fictitious damages.

We are obtaining an independent opinion from counsel to assess the prospects of success and the likely level of damages which would have been awarded should the proof have proceeded.

Our insurer has been notified of this case.

7.8.2 Financials

This case was abandoned but the client was paid £7,000 and defenders expenses of £3,000 were also paid. These amounts were met by using expenses made payable to Brodies as follows:

Receipt of £12,600.00 this relates to expenses on matter 62. From this £3000.00 has been paid to defenders' solicitors in respect of their contra account and £7,000 has been paid to the client. The remaining £2,600 has been allocated to fees.

7.9 Matter 9

7.9.1 Case details

Misleading client, payments of (£1570)

This was an ordinary action served in October 2012 for £20,000. The action was abandoned against the second defender on 27 February 2013. There appears to have been a discussion with the client with regard to the decision to abandon on 5 March 2013 and this has led to a letter to the client on that day confirming that the action has been abandoned. However, SZS sent a cheque for £1,000 to the client on 1 August 2013 and repaid to his trade union the outlays they had incurred in respect of this case.

We are obtaining from counsel an independent view on abandonment and if he or she considers that we should have continued with the action.

Our insurers have been notified about this case.

7.9.2 Financials

The amounts paid to the client and to his union were met from expenses payable to us as follows:

Receipt of £3,500.00, this relates to matter 90. From these funds we paid a cheque to the client for £1,087.50 and refunded his union £1,912.50 being refund of costs for this matter and a different matter plus interest of £87.50.

7.10 Matter 10

7.10.1 Case Details

Misleading client, settling without instructions, excess payment (£1,000)

This case involves an ordinary cause action served in September 2009 seeking £30,000. Settlement was agreed by SZS on 1 November at £15,000. There is no evidence that client instructions were taken on this but there is an email from SZS to the client on 2 November 2011 explaining that SZS had valued the claim at £16,000. We received damages of £15,000 payable to the client on 21 November 2011; this was a third party cheque. SZS then arranged for payment to the client of a further amount of £1046.50 to bring the damages paid to over £16,000.

We are obtaining from counsel an independent view on the terms of settlement.

Our insurers have been notified of this case.

7.10.2 Financials

The agreed expenses on this matter were £8,471.69. This receipt was posted to matter 28. Expenses on another matter (matter 44) of £7,500 were posted to this matter. SZS used this to settle fee notes she had raised on this matter. There is copy correspondence dated 23/7/12 to the client enclosing cheque in settlement of the balance of her damages (Incl. interest). This cheque has been debited from A1438.

7.11 Matter 11

7.11.1 Case details

Misleading client as to settlement terms, excess payment (£15,030.57)

A court action was served on 21 January 2010. SZS wrote to the client on 22 February 2012 advising her of an offer made of £20,000. She again spoke to the client on 29 February 2012 when the client made it clear that she would not accept anything less than £50,000. SZS paid the client £50,030.57 in 2 instalments of £48,000 and £2030.57.

We are obtaining an independent view from counsel of the level of damages paid.

Our insurers have been notified of this case.

7.11.2 Financials

We received £48,000 in settlement of the claim including our expenses. SZS paid the client £50,030.57 (2 payments make up this sum). This is paid from the following expenses received on other matters:

A receipt of £3,786.68 has been banked onto this matter and has been used to make up the shortfall between £48,000 and payment to client of £50,030.57 (less £1,769.52 taken to fees). We have been unable to trace the correct destination of the receipt of £3786.68. A cost was left on this matter to be paid (£420).

8 Cases involving overpayment of recoveries

8.1 Matter 12

8.1.1 Case details

Dishonesty, settling without instructions, excess payment (£3846.65 plus £2883.47 untraced)

A writ was served in September 2009 in the sum of £7,496.65. The file records that SZS settled the case for £3000 on 28 April 2010. On 29 June 2010 SZS wrote to the client enclosing a cheque for £750 "in settlement of your losses arising"

On 1 June 2011 XX, the hire charge company, wrote requesting an update. It would appear that by coincidence SZS had written to them on 17 May 2011 enclosing a cheque for £2,846.65 as an interim payment stating "The balance of £4,000 shall follow shortly." She then wrote to XX on 4 August 2011 enclosing a cheque for £4,000.

The amount received by XX of £6846.65 is the full amount set out in the Statement of Hire Charges which XX supplied at the beginning of the case.

8.1.2 Financials

Sums paid to XX and Ms W were met from expenses payable to Brodies LLP received for other matters:

- Receipt of £1,000.00 29/11/2010. We have been unable to trace the matter this properly belongs to but we are confident this relates to expenses received.
- Receipt of £4,359.73 - this relates to expenses on matter 65
- Receipt of £2,750.00 - this relates to expenses on matter 68

Two payments were made to XX as SZS did not have enough funds to pay in one payment. £2,846.65 and £4000.00.

From this matter SZS also paid to XX an amount of £2,883.47. This payment does not relate to this matter but we have been unable to trace the matter to which it relates.

8.2 Matter 13

8.2.1 Case details

Dishonesty, settling without instructions, excess payment (£852.16)

This case involves a writ for £8,634.73 served in August 2010. A tender in the sum of £4,835.02 was accepted on 10 January 2011 without instruction from the client. A proof had been fixed for 14 January 2011. On 13 January 2011, XX (the hire charge recoverer) emailed twice asking for information to enable a pre-hearing review to be prepared. SZS dismissed these requests by informing the client contact that she had already been through such matters with another colleague. Eventually she told XX (after having settled the case):

"I have already given all of this and been through the pre-proof review last week. Tomorrow's hearing has had to go off due to the Court being over-booked. I'll let you have the new date when I have it. The Court is Glasgow as per the period and rate statements. We don't use Counsel for Scottish cases. The client is on board and DSR regs do not apply to limited companies - the client is a limited company.

In the meantime, please confirm your instructions in relation to the compromise figure of £5,509.76."

SZS continued to correspond with XX about a counter offer and they chased her on 4 May 2011 by email; there is no response from SZS on file. There is, however, a record of a cheque being paid to XX of £5687.18 on 28 June 2011.

The pursuers' expenses were agreed in the limited sum of £650. There is, however, a contra account for the defender which was agreed at £2,300.

8.2.2 Financials

Elite correctly records a credit of the settled sum of £4,835.02 and the payment of £2,300 to the defenders' solicitors in respect of their contra account.

The cheque for expenses £650 has been banked on matter AA248.

There has been a transfer from matter 103 for £3,250; this has been required in order to settle the counter party expenses and also to cover the shortfall in the hire charges.

8.3 Matter 14

8.3.1 Case details

Misleading as to settlement terms, excess payment (£700) This case involves a writ served on 29 August 2010 for £10,030.27. SZS achieved a settlement figure of £1500 plus expenses of £700 although she told XX (hire charge recoverer) that settlement terms were £2,200. XX was happy and instructed settlement at £2,200 but was misled as to the actual terms of settlement.

8.3.2 Financials

Expenses received on this matter were used to fund payment to XX.

8.4 Matter 15

8.4.1 Case details

Dishonesty, abandoning without instructions, excess payment (£2,000)

This was a court action for £10,771.63 served in January 2009. Shortly before a proof date, SZS agreed to abandon with the pursuer making payment of the defender's expenses in the sum of £6,900.

SZS did not advise XX of this and so far as they were concerned, SZS was continuing with the action. SZS wrote to XX on 5 August 2011 advising that an offer of £2,000 had been received. This offer was accepted by XX. SZS subsequently made payment of £2,000 to XX, purportedly in settlement of the claim.

8.4.2 Financials

In order for SZS to make the two payments (contra expenses and settlement to XX) she has transferred £3000 from matter 20 and £3000 from matter 132.

There has also been a receipt of £5,200 relating to expenses payable to us which relates to matter 68 see notes in this matter.

8.5 Matter 16

8.5.1 Case details

Dishonesty, settlement without instructions, excess payment (£1711.72)

This is an action for £3,122.68 which relates to hire charges. On 29 July 2009, the defenders agreed to pay the sum of £777.91 by way of repayment of part of the hire costs and £150 in respect of expenses as had been proposed by SZS in an email of 28 July 2009. It appears that SZS did not take instructions from XX (hire charge recoverer) with regards to this settlement. On 24 September 2010 SZS paid a cheque to XX in the sum of £2,489.63 (after having been chased by XX).

8.5.2 Financials

The payment to XX was met by adding to the settlement monies received expenses of £2,186.53 paid to us which relate to agreed expenses on matter 133. SZS then transferred £460.52 from matter 16 to matter 103 this has been paid to XX on that matter.

8.6 Matter 17

8.6.1 Case details

Dishonesty, settling without instructions, excess payment (£146.00)

This was a court action served in March 2008 for £7,354. This claim was in respect of hire charges totalling £10,287.73. An interim payment had already been made by the defenders in the sum of £2,992.58, thereby leaving the balance of £7,354. SZS agreed that the defenders make a payment of £1,854 in respect of the principal sum but it was also agreed that there would be no expenses due to or by either party. However, correspondence was continuing with YY and they were clearly not aware of the fact that the action had settled. There is correspondence on the file with YY asking that further offers be put forward and eventually a further sum of £2,000 was sent to YY on 20 December 2013. There is no record of YY instructing or accepting this figure but thereafter queries from them stopped.

8.6.2 Financials

Settlement cheque of £1,854 has been banked on this matter on 13.10.09 and lodged on deposit. The funds have been uplifted on the 8.11.01 and paid to YY together with interest accrued of £7.62. The further payment of £2,000 was met from receipt of expenses of £4,346.80 on matter 72 and paid to YY on 20.12.13. The balance was taken to fees and costs.

8.7 Matter 18

8.7.1 Case details

Dishonesty, settling without instructions, excess payment (£6,500)

This was an ordinary action for £9,169.32 for hire charges served in October 2009. An offer to settle for £1,000 was made on 19 March 2010. SZS wrote to the defender after receipt of the offer advising that she was prepared to recommend settlement at that level. Expenses of £150 were offered on 22 March 2010. Thereafter, SZS agreed an overall payment of £1,150. The settlement sum was received on 27 April 2010. SZS paid a cheque to XX in the sum of £7,500 representing that that was settlement of the claim, with reference to an exchange between SZS and XX dated 16 March 2010 when they asked her to make a counter offer of this amount.

8.7.2 Financials

Cheque received for £1,150.00 on 29.4.10. These funds have then been placed on deposit. Cheque received for £3,503.00 in relation to expenses on matter 118. One cheque amounting to £1,697.50 and one cheque amounting to £1967.50 have been credited to this matter, both cheques relate to matter 64 for

expenses. These credits have been used to remit a cheque to XX for £7,500.00 in settlement of this claim and the balance used to settle fees

8.8 Matter 19

8.8.1 Case Details

Dishonesty, settling without instructions

This is an ordinary action served in September 2010 for £53,714.84 relating to the recovery of hire charges. After negotiations with the defender's agents, SZS agreed a revised offer representing a global settlement sum inclusive of expenses of £19,000 on 18 November 2011. However, when representing this to XX and taking their instructions, she advised them that the offer was exclusive of expenses and that XX would receive £19,000 in settlement of the claim. The client agreed to accept £19,000 on 21 November 2011. A cheque for this sum was paid to XX on 22 December 2011.

8.8.2 Financials

A cheque was received for £19,000 in settlement, thereafter a cheque was remitted to XX for the full £19,000: no funds were deducted for expenses. SZS received £1280 in relation to expenses agreed on matter AA431 and she has taken £128.73 from that and deposited it on this matter which she then used to pay fees on this matter.

8.9 Matter 20

8.9.1 Case Details

Misleading client as to settlement terms, excess payment (£1019.25)

This was an ordinary cause action for the sum of £8,710.28 served in October 2010. A final sum which was net of an interim payment already made was agreed in the sum of £3,599.45. Summary cause expenses in the sum of £4,600 were agreed shortly thereafter.

XX (hire charge recoverer) was advised by SZS that the case had settled for the sum of £4,750 exclusive of the interim payment already made, thereby creating a shortfall between that and the sum actually received.

8.9.2 Financials

This case settled for £5,000 less an interim payment of £1,400.55. The balance due was £3,599.45. The sum of £3,599.45 has been received. From the settlement cheque and the expenses cheque, the sum of £4750 was remitted to XX.

This left £3449.45 on the ledger and from that SZS transferred £3,000 to matter 15 and the balance she took to fees.

8.10 Matter 21

8.10.1 Case details

Dishonesty, abandoning without instructions, excess payment (£5500)

A writ in the sum of £17,697.73 was served in September 2009. SZS agreed to abandon this action on 9 June 2010 shortly before the proof. Despite agreeing to abandon the action, SZS continued to confirm to XX (hire charge recoverer) that she would make a payment to them of £5,500 by way of the repayment of hire charges. She also agreed to pay the defenders costs in the sum of £4,000 on 8 October 2010.

8.10.2 Financials

The Elite card records the transaction of £5,500 paid to XX on 8 November 2012. This was funded by receipt of £6,475.00 which relates to expenses on matter 128. SZS paid the defender's solicitors £4000 by drawing a cheque on matter number W221.15 from funds originally received in respect of expenses on that matter.

8.11 Matter 22

8.11.1 Case details

Abandoning without instructions, misleading client, excess recovery (£2,250)

This is a summary cause action for £3,385.28 representing hire charges due. In April 2008 the defender's agents emailed stating that the action had been raised against the wrong person but if SZS agreed to abandon then no expenses would be due. SZS agreed to this without instruction and misled the client over the subsequent years about the case continuing. Eventually they emailed 21 March 2013 asking if an offer of £2250 could be made to settle the claim and that is the sum SZS arranged to pay out.

8.11.2 Financials

SZS banked onto this matter £4,929.67 which relates to expenses received for matter 98. From this she used £2,500 to pay hire charges. She used the balance to pay fees and costs on this matter.

8.12 Matter 23

8.12.1 Case details

Abandoning part of claim, misleading client, excess recovery (£2,250)

This case involves a court action for £15,000 served on 5 September 2012. A tender for £13,500 was thereafter received. Initially this tender was not accepted. Thereafter, after further court activity, a fresh tender was intimated but this time for a significantly reduced sum of £1,110. This was accepted by the Pursuer who simply wished the case to go away and advised he would no longer cooperate with the recovery of any hire charges. That was October 2012. SZS then dropped the hire charges from the claim without any instruction from the hire charge company and proceeded to settle the case for £1,110 with a netting of expenses so that none were due to or by. She misled the hire charge company as to what was happening with the action and they eventually contacted her 28 March 2014 asking if the defenders would accept an offer of £2,250. She then paid them this sum.

8.12.2 Financials

This case settled at £1,110.00 and was paid as a third party cheque and paid to Mr B as principal sum. However, SZS did not disclose to the hire charge company that no hire charges or expenses had been recovered and she transferred from matter 23 the sum of £2,434.66 in order that a payment could be made to XX of hire charges of £2,250. The balance she put to costs.

8.13 Matter 24

8.13.1 Case details

Misleading client as to settlement terms, excess recovery (£1121.23)

This is a small claims action for £1,261.49 representing the recovery of hire charges served in December 2009. A proof was set down for 4 June 2010. The case settled for £1,050 with expenses of £150. SZS thereafter advised the client that they would receive a cheque for £838.18 for hire charges 19 May 2010. The cheque was received from the defenders for £1,200 on 7 June 2010. A cheque for £350 was paid to the client on 18 June 2010, representing recovery of his excess.

8.13.2 Financials

Part settlement sum includes £350 for the excess payment and paid out correctly.

Balance of settlement monies and expenses of £850 received and put on deposit. We believe SZS forgot she had this on deposit and later she paid the client £633.05 from matter 105. That means she drew a cheque on that matter so that will not appear on this ledger. Later still and perhaps forgetting this payment too she uplifted the £850 from deposit and transferred from matter 105 the sum of £353.53 into this matter and on the same day she transferred back to matter 105 £15.35 saying "transferred over too much in error".

SZS then paid £1,188.18 on the 19/11/2010 to the client. In all, she paid the client £1121.23 more than she should have done.

8.14 Matter 25

8.14.1 Case details

Misleading client as to settlement terms, excess recovery (£995)

This was a court action for £10,000 served in August 2011. A Minute of Tender was lodged on 3 October 2011 for £4,850. SZS spoke to the client on 6 October 2011 and personal injury damages agreed. .

SZS also dealt with hire-charge company relating to the outstanding credit hire charge of £5,126.40. They had suggested a counter-proposal in the sum of £4,718.28, which was rejected. It was suggested that SZS go back with an offer of £4,000. This was accepted by the hire charge company in their call to SZS dated 9 February 2012. It appears that, thereafter, SZS accepted the tender in the sum of £4,850 without any further reference to the hire charge company. At that stage she therefore had committed to the sum of £4,000 to the hire charge company and the sum of £1,800 to the client which was obviously £995 in excess of the value of the tender. Given the tender was not, in fact, accepted until four months after it was intimated, the defenders were entitled to lodge a contra-account for all work done on the case between the date of the lodging of the

tender and acceptance of it. The account of expenses for the Pursuer and the contra-account were agreed on 10 April 2012.

8.14.2 Financials

This case settled at £4,850 from which we have paid the client £1,800 as the principal sum. £4,000 has been paid as hire charges, causing a shortfall of £950. Our agreed expenses on this matter were £2,350. From this we have raised a cheque for Harper Macleod being contra-expenses (again for this matter) for the sum of £2,575.

A cheque for £4,307.32 has been credited to this matter which was expenses for matter 100. This cheque has covered the shortfall for the hire charges and the defenders expenses. The balance of this has been used to settle our fees and costs of £3,133.39.

9 Cases involving movements of expenses

9.1 Matter 26

9.1.1 Case details

This case involves a claim which settled for £175,000 in February 2015. The principal sum was paid to the client on 4 March 2015. Expenses were agreed in the sum of £85,750 and paid on 6 November 2015.

9.1.2 Financials

Client paid us £1,500 payment towards fees/costs; this was then returned to client once case settled.

Case settled at £175,000, third party cheque received and sent to client.

Expenses were agreed at £85,750 and this amount was received and banked on this matter.

Net costs on this matter were £57,071.81

List of costs to be paid that SZS neglected to pay;

Supplier	Voucher	Amount	
	339532	£100.00	
	429210	£720.00	
	429775	£900.00	
	431603	£375.00	bal due
	432430	£1,200.00	
	433573	£900.00	
	433575	£540.00	
	434204	£13,320.00	
	434722	£300.00	
	437246	£940.56	
		£19,295.56	

From this £85,750 she paid fees and costs on other matters amounting to £15,500 on matter 128 and £8,256.52 on 129.

She then paid £4764.70 in relation to insurance premiums which relate to a number of different cases. She then neglected to pay any of the costs outlined above and took the balance to fees.

9.2 Matter 27

9.2.1 Case details

This was a court action for £10,000 served in September 2014. The client agreed to accept a tender on 12 January 2015 in the sum of £2550. Expenses were agreed in the sum of £2,325.20.

9.2.2 Financials

A cheque for the agreed expenses of £2,325.20 was received on 12 December 2015. This cheque has not been banked to this account but into three different matters (35, 53 and 49) to pay fees.

Case settled, third party cheque received £2,250.00. This was properly paid out.

SZS then transferred £4,200 into this matter from matter 56 to matter 27 and she used these funds to settle fees.

Net costs on this matter were £1,821.80. SZS left and disregarded unpaid costs of £1,230 below

Supplier	Voucher	Amount
	416696	£270.00
	447162	£960.00
		£1,230.00

9.3 Matter 28

9.3.1 Case details

This case involved a court action against two defenders for £20,000. It was served on 18 August 2011. An offer of £5000 was made by way of tender from one of the defenders on 17 November 2011 and accepted by client.

9.3.2 Financials

Case settled, third party cheque received for £5,000 and expenses received of £4,626.57.

In addition, SZS paid into this matter:

- expenses of £8,471.69 which relate to matter 10;
- expenses of £933.38, which relates to matter 114;

- expenses of £4000 from X insurer. We have not been able to trace the proper matter to which this payment relates;
- expenses of £3,500 which relates to matter 115.

From this she made payments of:

- £1,297.60, this relates to contra expenses due to be paid by us on matter 2.
- £3,538.95, this relates to contra expenses on matter 40.
- £12,000, this relates to matter 58 – which were expenses we were due to pay one of the defenders in that case.

On 20 March 2012 (after agreeing expenses on 5 December 2011) SZS paid the second defender's agreed expenses on this matter of £3,500 and took the balance to fees

9.4 Matter 29

9.4.1 Case details

This case involves an action raised in July 2011 against 8 occupiers of premises for £20,000. The case was abandoned against all defenders. The note explains SZS's rationale for taking this action. The note records that this is accepted by the client. SZS corresponds with each of the defenders' agents agreeing the terms of abandonment which result in different expenses settlement being agreed with each one.

9.4.2 Financials

SZS paid into this matter expenses received for other matters as follows:

- Receipt of £4,400, this relates to matter 59;
- Receipt of £2,700, this relates to matter 111;
- Receipt of £3,750, this relates to matter 99.

She also credited to this matter the amount of £3223.75 from matter 37.

There are 9 defenders in this case and she used receipts above to make these payments. All but one of the defender's expense payments were made through this matter. Payment to the first defender of £3000 has been debited to matter 122, from the expenses cheque received on that matter.

However, she also made payments from this matter that are unrelated to this matter as follows:

- Payment of- £720 17/8/12 which relates matter 67;
- Payment of- 11/3/13 which belongs to matter 120.

9.5 Matter 30

9.5.1 Case details

This court action was served on 6 January 2012 for £10,000. The case settled for £6000 inclusive of expenses. The client confirmed her acceptance of this offer.

Financials Case settled for £6000 including our expenses. Client was to receive £4,000, our expenses would be £2000.

We received £6,000 by bacs on 6/9/12; this has been posted to matter 6, a different matter which was used to pay defender's costs and our fees. This means client monies were used wrongly.

The following entries do not relate to this matter:

- Receipt of £2,300 this relates to expenses on matter 123;
- Receipt of £2,130.60 this relates to expenses on matter 91;

There were two payments to the client, £2000 and a further £2,130.60. We believe the additional £130.60 has been paid to the client in error as that is the amount of the receipts transferred to this matter.

She then disregarded payment of the following costs:

Supplier	Voucher	Amount
	341446	£581.62

9.6 Matter 31

9.6.1 Case details

This is a court action for medical negligence served in May 2013 against 8 different medical practitioners. The sum claimed was £50,000. Counsel advised that an appropriate valuation of the claim was between £5,000 and £10,000 on 27 August 2013. The case finally settled for £7500 on 20 January 2014. .

9.6.2 Financials

The expenses agreed on this matter were £12,855. Cheque received in settlement of expenses £12,855 has been banked onto matter 98. These funds have then been transferred to the following matters in settlement of our fees:

- £4,200 matter 98 to matter 99
- £855 matter 98 to N2.294
- £3,300 matter 98 to matter 100.

The following receipts credited to this matter do not relate to this matter;

- Receipt of £2,600 – we have been unable to trace the correct matter to which this relates but are confident it relates to expenses received on another matter;
- Receipt of £2,551.30 – this relates to matter 43.

SZS then did a transfer from matter 79 to this matter for £12,000.

FA cheque has been paid in settlement of insurance premiums for the sum of £2,533.40. This relates to a number of matters including this matter. The balance was taken to our fees.

SZS then neglected to pay the following costs:

Supplier	Voucher	Amount
	398057	£1215.00
	473446	£431.74

9.7 Matter 32

9.7.1 Case details

This case is a summary cause summons for £5000 served on 17 June 2015. This case failed at proof. The agreed expenses we were due to pay were £5250.

9.7.2 Financials

Receipt of £3097.16 insurance expenses correctly received. Receipt of £4,700 which relates to matter 80. This enabled payment of the expenses we were due to pay.

SZS then transferred £1200 to matter 81 which was taken in payment of fees.

9.8 Matter 33

9.8.1 Case details

This case settled for £250,000 in 2015. Counsel was involved throughout this case.

9.8.2 Financials

Case settled £250,000 and third party cheque received in favour of client and properly paid.

On 28 January 2016 a cheque for expenses of £90,900 was received. It was initially lodged into the correct account but thereafter taken back out on 10 February 2016. SZS advised Cashroom that the cheque had been posted to the wrong matter. She was thereafter able to post it to matter 119 which subsequently allowed SZS to pay off a number of 'connected accounts'.

There have been numerous part payments towards suppliers for £250 in relation to outlays by obtaining the approval of her line manager to make payment from the Firm's account and by lying that expenses had not yet been received but she needed to pay these outlays.

SZS then neglected to pay the following costs:

Supplier	Voucher	Amount
	37103	£600.00
	383995	£1380.00
	391981	£210.00
	402179	£100.00
	402894	£660.00
	437297	£250.00
	438599	£2100.00
	439555	£1800.00
	441737	£990.00
	444241	£1479.48
	445215	£480.00
	449414	£1500.00
	449497	£795.00
	449498	£625.75
	454600	£2100.00
	454690	£1548.25
	454843	£500.00
	455054	£600.00
	455448	£350.00
	481450	£850.00
		£12,883.48

9.9 Matter 34

9.9.1 Case details

The case settled on 15 July 2015 for a principal sum of £20,000 without expenses.

9.9.2 Financials

This case settled at £20,000 including expenses. Client received full £20,000 which we recovered by way of principal sum as noted above.

SZS also reimbursed the client £3,819 for payment towards costs incurred. She was able to do this by crediting a cheque for £6,700, this relates to agreed expenses on matter85. She took the balance to fees.

SZS neglected to pay the following costs:

Supplier	Voucher	Amount
	269314	£177.00
	307415	£828.00
		£1,005.00

9.10 Matter 35

9.10.1 Case details

This a court action for £50,000 served in December 2013. It settled for £15,000.

9.10.2 Financials

Unusually on this one, we agreed with the client that £1003.50 would be retained by us from the settlement sum. £13,996.50 was paid to the client. Expenses agreed at £13,877.90 this payment has been allocated to the correct matter. However, she transferred to this matter an amount of £22,250 from matter 119. This relates to funds originally moved from matter 33. This was used to pay fees and costs.

9.11 Matter 36

9.11.1 Case Details

Case settled for £7500 in August 2014. Counsel was involved in the quantification of the claim and advised at consultation.

9.11.2 Financials

Third party settlement cheque received and dealt with correctly. Expenses (£14,250) received on correct matter. She took that to fees and then later there has been a transfer from matter 119 of £20,600, this relates to funds originally moved from matter 33. She used this to settle fees and costs.

9.12 Matter 37

9.12.1 Case details

This claim settled in August 2013 for £1,756. The original valuation was £5,605. The client accepted that settlement sum.

9.12.2 Financials

We received the settlement sum of £1,750 via third party cheque and dealt with correctly. Expenses of £5,408.75 posted to this matter correctly.

SZS then transferred £3223.75 to matter 29 and the balance was taken to fees. SZS then transferred in £14,900 from matter 119, this relates to funds originally moved from matter 33 which she uses to settle fees and costs.

9.13 Matter 38

9.13.1 Case details

A court action claiming £10,000 was served in June 2012. The sum sued for was subsequently increased to £50,000. A tender for £15,000 was accepted on 5 November 2014.

9.13.2 Financials

We received a third party cheque for £15,000 and agreed expenses of £19,850.00, both cheques processed through the correct matter.

There has been a transfer of £22,300 from matter 119, this relates to funds originally moved from matter 33. This was used to pay fees and costs.

9.14 Matter 39

9.14.1 Case details

This case was abandoned on 20 August 2012 after a day of evidence at the proof.

9.14.2 Financials

There has been a transfer from matter 119 of £1750, this relates to funds originally moved from matter 33. This was used to pay fees and costs.

9.15 Matter 40

9.15.1 Case details

This was a Sheriff Court action served in May 2011 for £20,000. The court action was disposed of by way of a joint minute agreeing to absolvitor with expenses in favour of the defender in December 2011.

9.15.2 Financials

Costs were originally agreed at £3,250. Due to the delay in settling the costs by SZS, the defender's solicitor's diet of taxation increased these to £3538.95. SZS paid this amount from matter 28. She then transferred into this matter from matter 119 a sum of £989.25 this relates to funds originally moved from matter 33. This has been used to pay our fees and costs.

9.16 Matter 41

9.16.1 Case details

This action was served in January 2013 for £5000. It settled for £3500 on 7 March 2013. Expenses were agreed at £3000 on 20 March 2013.

9.16.2 Financials

Settlement of £3,500, third party cheque received and paid to client.

Our expenses agreed at £3000, cheque received but banked on matter 52 and allocated to fees and costs on that matter.

We received a cheque for £3,225.04 in relation to expenses which relates to matter 73.. SZS lied to the Cashroom and said this cheque should be split between fees on matters 42 and 41 (£1,000 on this matter). However, this cheque should have been banked on matter 73 as agreed expenses.

9.17 Matter 42

9.17.1 Case details

This was a court action for £10,000 served in September 2014. The claim settled by way of payment of £4,000 plus expenses which are agreed in the sum of £2,953.60

9.17.2 Financials

This case settled and £4,000 paid to client via third party cheque. Expenses received of £2,953.60. This is an example where the document description has been changed. The expenses cheque has been scanned on DMS but this is described as "E200 (Rec'd 16 Jan 2015) by SZS as we believe she changed the description to cover up that the cheque had been received to this matter. The expenses cheque on this matter has been processed onto 101 and these funds have been used to settle defenders costs.

There have been two fees raised on this file totalling £2,225.04, these have been paid using a cheque received for £3,225.04. This cheque was split between fees on matters 41 and 42. However this cheque should have been banked on matter 73 as agreed expenses.

9.18 Matter 43

9.18.1 Case details

This case involves a court action for £10,000 served on 17 June 2015. An offer was received for £3,500 on 21 July 2015. The offer was accepted on 22 July. Expenses were agreed at £2,551.30.

9.18.2 Financials

Settlement cheque was paid to client. The cheque for expenses of £2,551.30 has been banked on matter 31 where it was used to pay a combination of fees and costs.

SZS neglected to pay the following costs on this matter:

Supplier	Voucher	Amount
	443001	£270.00

9.19 Matter 44

9.19.1 Case details

This RTA court action was served in August 2011 seeking £30,000. The valuation of the claim totalling £41,966.76 was lodged on 31 October 2011. An offer of £18,155.66 was made and accepted on 29 February 2012.

9.19.2 Financials

Expenses appear to have been agreed at £7500 and banked onto matter 10 where they were used to pay fees and costs.

Case settled at £18,155.66 by way of principal sum; that cheque was payable to us. We paid £13,050 to client and £5105.66 to client employer as reimbursement of sick pay as noted above.

She neglected to pay the following cost:

Supplier	Voucher	Amount
	347978	£400.00

9.20 Matter 45

9.20.1 Case details

This case involved a Court of Session action for £100,000 served on 15 April 2011. The claim settled for £10,000 which was paid on 26 January 2012. Costs were agreed on 11 January 2012 for £2,903.60.

9.20.2 Financials

Principal sum received and paid to client. The expenses received have been banked on matter 3.

She neglected to pay the following costs:

Supplier	Voucher	Amount
	318340	£420.00
	326225	£630.00
	331458	£264.38
		£1,314.38

9.21 Matter 46

9.21.1 Case details

This case relates to a personal injury action raised for £20,000. It settled at £4,000.

9.21.2 Financials

Principal sum of £4,000 received by way of third party cheque and paid to client. Expenses were agreed at £7,550 and banked on S105.1.

SZS neglected to pay the following costs on this matter:

Supplier	Voucher	Amount
	380598	£270.00

	396856	£580.00
		£850.00

9.22 Matter 47

9.22.1 Case details

This was a court action for £15,000 served in May 2014. The case settled in November 2014 by way of a payment of £1,750. Expenses were agreed in the sum of £7,375 in July 2015.

9.22.2 Financials

Case settled at £1,750, payment made by third party cheque and paid to client. Agreed expenses of £7375 have been banked on matter 101.

SZS subsequently transferred £4,800 from matter 119 into this matter. She used this to settle fees and costs.

SZS failed to pay the following costs on this matter:

Supplier	Voucher	Amount
	395636	£397.50
	398617	£336.00
		£733.50

9.23 Matter 48

9.23.1 Case details

A court action was raised for £5,000 on 20 November 2012. The action settled at £2,300.

9.23.2 Financials

Third party cheque received and paid to client for £2,300. The expenses are agreed in the sum of £2,691.54 and have been banked to matter 58 where they have been used to pay fees and costs.

SZS neglected to pay the following costs:

Supplier	Voucher	Amount
	408096	£550.00

9.24 Matter 49

9.24.1 Case details

An action was raised for £15,000. Payment of expenses of £3,500 to one of the defenders was agreed. Subsequently, settlement accepted at £4,500.

9.24.2 Financials

An expenses cheque for the agreed amount of £6,500 was received on 14 October 2014. The contra account of £3,500 noted above was paid out of these expenses. The issue here is that a cheque for £600 was banked on this matter which relates to expenses on matter 27. This was a cheque for a bigger amount with £600 of it allocated to this matter to settle a fee.

SZS neglected to pay the following costs:

Supplier	Voucher	Amount
	347233	£550.00
	416855	£912.00
		£1,462.00

9.25 Matter 50

9.25.1 Case details

This Court action for £25,000 settled at £10,000.

9.25.2 Financials.

The settlement of £10,000 was received by way of third party cheque and paid to client. Expenses agreed at £4,800. This cheque was banked on matter 4. This was used to pay fictitious damages as noted above.

9.26 Matter 51

9.26.1 Case details

This was a Court action for £20,000 raised on 5 September 2012 and settled at £5,800.

9.26.2 Financials

This case settled with client awarded £5,800 and third party cheque received and paid to client. Expenses agreed at £2,962.60. This cheque has been banked onto matter 7 and used to settle fees and fictitious damages to client.

9.27 Matter 52

9.27.1 Case details

Court action for £10,000 which settled at £7,500.

9.27.2 Financials

Principal sum of £7,500 – third party cheque received and paid to client. The expenses were agreed at £10,725.00. This cheque has been banked on matter 68 and used to settle hire charges and also counter

claim expenses. A fee has been raised on this matter and this has been paid by a cheque for £3,000.00, which relates to the expenses on matter 41.

SZS neglected to pay the following costs:

Supplier	Voucher	Amount
	314598	£1,116.25
	341442	£951.75
	373015	£1,380.00
		£3,448.00

9.28 Matter 53

9.28.1 Case details

This was a Court action for £100,000. It was served in July 2010. Case abandoned with no expenses due to or by either party. Counsel has been involved in this case throughout and client accepted abandonment.

9.28.2 Financials

Cheque from an insurer for £3,687.64 has been banked on this matter, this relates to matter 102 in payment of our expenses. These funds have been used to part settle the fees and costs raised on this matter. There has been a further payment into this matter of £482.36. This is part of a cheque from an insurer for £2,325.20. This should have been banked on matter 27 but has been split to settle fees and costs on matters 35, 53 and 49. SZS lied to the Cashroom advising that this was payment of expenses in relation to connected matters.

She neglected to pay the following costs:

Supplier	Voucher	Amount
	336653	£420.00
	342950	£768.00
		£1,188.00

9.29 Matter 54

9.29.1 Case details

A court action was raised for £10,000 and settled at £1250.

9.29.2 Financials

This case settled with the client being awarded £1,250.00 via a third party cheque. Expenses were agreed at £4,736.61. This was banked onto matter 4 and used to settle defender costs on that matter.

9.30 Matter 55

9.30.1 Case details

A court action was raised and served on 5 August 2011 and settled at £1000.

9.30.2 Financials

The client received £1,000 via third party cheque on 7 February 2012. Expenses agreed £2,750 which were banked to matter 3 and used to pay fictitious damages and defender's costs.

9.31 Matter 56

9.31.1 Case details

This case involves a Court action raised for £15,000 on 8 June 2015 and settled at £3000.

9.31.2 Financials

Principal sum of £3,000 received via third party cheque. Expenses totalling £4,424.00 were agreed and received. SZS subsequently transferred these funds out on 19 May 2016 advising it was for the 'connected matter' of 1ST1.1844 and SZS used these funds to settle fees on 1ST1.1844 matter.

She neglected to pay the following cost:

Supplier	Voucher	Amount
	475745	£480.00

9.32 Matter 57

9.32.1 Case details

This is a summary cause action for £5,000 served on 3 June 2015. A tender for £2,250 was lodged on 12 August 2015. This was accepted by the client

9.32.2 Financials

This case settled £2,250 – third party cheque received. Expenses agreed at £2,600. This has been banked on matter 34 towards fees and outlays.

9.33 Matter 58

9.33.1 Case details

This was a Court of Session action for £200,000 served in April 2011 against three defenders. The matter finally settled after a significant amount of court activity for £23,000 which was divided as a contribution by two of the defenders for £10,000 each and a contribution of £3,000 by the third defender. SZS settled this on a no expenses due to or by either party.

However, in December 2011, proceedings against the third defender were abandoned. There is a court interlocutor evidencing this and noting that expenses were due to this party. There is no record of SZS negotiating expenses on this matter. We have, however, found a letter to that defender's solicitor at this time undertaking to pay £12,000 by end of December 2011. She used a different file reference on this letter but it contains the correct case details. This amount was withdrawn from matter 28.

9.33.2 Financials

Two separate payments of £10,000 and one of £3,000 received from each of the defenders. SZS has paid out the full sum to the client.

SZS then banked the following cheques to this matter:

- Cheque received for £3,507.97 which relates to expenses on matter 116.
- Cheque received for £2,691.54 this relates to agreed expenses on matter 48.
- Cheque received for £2,200. This relates to expenses on matters 124, 125 and 126

SZS stated in emails to colleagues that expenses were still being negotiated (after she had settled on a no expenses basis) in order to obtain approval for payment of costs to third parties.

9.34 Matter 59

9.34.1 Case details

This case involves a Court action for £20,000 served on 23 February 2010 and settled at £10,000.

9.34.2 Financials

Client settlement agreed £10,000, paid in two instalments 2 x £5000 via third party cheques paid to client.

Expenses agreed £8,800. Expenses paid in two payments. £4,400 banked on matter 29 and £4,400 banked on matter 60. These were used to settle fees and outlays.

9.35 Matter 60

9.35.1 Case Details

This is a Court of Session case raised in March 2010 for £100,000. The claim settled for £60,000 in May 2011.

9.35.2 Financials

Settlement sums of £60,000 dealt with correctly. Expenses agreed at £11,350 banked on matter 103 and used to pay costs and hire charges not recovered.

A cheque received for £4,400 payable to us has been credited to this matter, this relates to agreed expenses on matter 59. She used this to pay costs.

SZS neglected to pay the following costs on this matter.

Supplier	Voucher	Amount
	278401	£75.00
	306636	£450.00
		£525.00

9.36 Matter 61

9.36.1 Case details

This is a court action served in December 2010 seeking damages of £20,000. The claim settled in January 2012 by way of a payment of £13,500.

9.36.2 Financials

Client paid via cheque payable to us and dealt with correctly. Expenses were agreed in the sum of £8,850 and banked on matter 2. This was used to pay defender's costs and then the balance taken for fees on that matter.

9.37 Matter 62

9.37.1 Case Details

This case was a Court of Session action for £20,000 served in November 2010. A tender for £4,000 was accepted in July 2011. Expenses were agreed in the sum of £12,600 in July 2011.

9.37.2 Financials

We received £3,400 and paid this to client. We believe the additional £600 comprised in the tender relates to government benefits received which the defender settled direct.

Agreed expenses at £12,600 have been banked on another matter 8. This has been used to settle contra account and client claim.

Cheque received from another insurer for £900 has been credited to this matter – this relates to matter 96

There is a further receipt of £3,007.45 (9.1.13 a year and half after this case has settled). We have not been able to trace the original intended matter for this.

From these receipts, a further £600 was paid to the client as we believe SZS had represented to the client her £4,000 would be paid. SZS paid to the hire recoverer £1,457 in January 2013. The balance we used to settle costs.

SZS neglected to pay the following costs:

Supplier	Voucher	Amount
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	330138	£587.50
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9.38 Matter 63

9.38.1 Case details

Proceedings were served for £9,829.71. The case settled with a tender of £1,200 being accepted. The Defenders also paid small claims expenses £150 in May 2011.

9.38.2 Financials

£1200 received by way of third party cheque and paid to client. Cheque received for expenses of £150- this has been banked on matter 104 and has been used to pay a shortfall of costs for £50 and £100 towards our fees on this matter.

9.39 Matter 64

9.39.1 Case details

This was a court action for £5,142.94 served on two defenders in July 2009. The case settled for the sum of £4,775.93 with expenses agreed at £3,935, one half being paid by each defender.

9.39.2 Financials

The two half shares of the principal sum have been dealt with correctly. Agreed expenses of £3935 have been banked to matter 18, these funds have been used to pay excess hire charges to the client.

9.40 Matter 65

9.40.1 Case details

This case involves a writ in the sum of £15,203.84 served on 19 August 2010. A tender in the sum of £8,800 was accepted on 13 July 2011. Expenses were agreed in the sum of £4,359.73.

9.40.2 Financials

Settlement funds paid via a third party cheque and dealt with correctly. Expenses received of £4,359.73 and banked on matter 12. These have used to pay excess hire charges.

9.41 Matter 66

9.41.1 Case details

A writ for £8,073.84 was served on 8 September 2010. A tender was accepted for £4,750 on 8 July 2011. The Defender had a contra account for £4,137.18. The Pursuer's account was agreed in the sum of £1,937.18.

9.41.2 Financials

Settlement cheque received and dealt with correctly. Defenders expenses cheque received made payable to defender's solicitors and dealt with correctly. Agreed expenses of £1,937.18 have been banked on matter 2. This has been used to pay fictitious damages to a different client.

9.42 Matter 67

9.42.1 Case details

This case involves a writ in the sum of £5,705.79 served on 13 October 2010. The case eventually settled for £4,900 on 6 September 2013 and expenses were agreed at £3,670.

9.42.2 Financials

Settlement cheque of £4,900 received and dealt with correctly. Agreed expenses of £3670 banked on matter 1. These have been used to pay fictitious damages.

9.43 Matter 68

9.43.1 Case details

This case involves a writ served on 13 December 2010 for £6,409.24. A tender in the sum of £5,200 was accepted on 13 July 2011. An account of expenses was agreed with the defender's agents in the sum of £2,750 on 28 September 2011.

9.43.2 Financials

Agreed expenses of £2750 were paid into matter 12.

The settlement cheque of £5200 was received from defender's solicitors. By mistake but following the pattern of SZS, she banked this onto matter 15. This means client monies were banked into the wrong matter. We believe it was a genuine mistake and that SZS thought the money was expenses as she wrote to the defender's solicitors in the following terms:

"Your letter of 4 August enclosed a cheque in settlement of the principal sum (although it was described in the letter as the expenses cheque)...."

SZS then banked on this file £10,725 - this relates to matter 52.

SZS then correctly paid XX £5,200 for hire charges.

SZS then paid £5,500 to another firm of solicitors which was a counter claim unrelated to this matter. This relates to matter 5.

SZS then did a "connected matter" transfer of £27 from matter 105. This was used to pay costs.

9.44 Matter 69

9.44.1 Case details

This case involves a court action for £11,276.52. The claim settled for £8,747.57 with expenses agreed at £3,000.

9.44.2 Financials

Settlement of £8747.57 received and dealt with correctly. Agreed expenses of £3,000 have been banked to matter 2. This was used to pay fictitious damages to a different client.

9.45 Matter 70

9.45.1 Case details

A court action was raised for £8,087.13 in July 2011. The claim settled for £5,750. Expenses were agreed with the Defenders' agents in the sum of £4,000.

9.45.2 Financials

Case settled £5,750 and third party cheque received in settlement and dealt with correctly. Expenses of £3,980 have been banked on matter 3. We think this relates to expenses on this matter as they are from the same insurer at the same time. This was used to pay fictitious damages to client.

9.46 Matter 71

9.46.1 Case details

This case was a Court of Session action for £100,000 served on 14 February 2013. A limited settlement for £4,000 was agreed at the pre-trial meeting in June 2013. An account of expenses was agreed at £18,730 and thereafter was paid on 16 March 2015.

9.46.2 Financials

Settlement cheque of £4,000 received as a third party cheque and dealt with correctly. Agreed expenses of £18,730 were banked onto matter 107. These were used to pay fees and costs.

SZS neglected to pay costs of £8,589.61 ex VAT.

Supplier	Voucher	Amount
	364071	£265.00
	380496	£720.00
	382409	£480.00
	392016	£1,200.00
	394205	£80.00
	395224	£840.00
	400619	£240.00

	411617	£900.00
	412490	£3,000.00
	412505	£250.00
	412777	£498.00
	414058	£638.71
		£9,111.71

9.47 Matter 72

9.47.1 Case details

This case involves a court action for £15,000 served in September 2003. The Pursuer agreed to accept an offer of £3,000 in November 2013. Expenses were agreed with the Defender in the sum of £4,346.80 on 9 December 2013.

9.47.2 Financials

Third party cheque for £3,000 received for principal sum and dealt with correctly. Agreed expenses of £4,346.80. This cheque has been banked on matter 17 and used to pay fees and costs.

9.48 Matter 73

9.48.1 Case details

This is an action for £10,000 served on 4 November 2015 which settled for £2,000 on 20 February 2016.

9.48.2 Financials

Principal sum paid in two payments via third party cheques – one being the sum of £1,293.38 paid to the client and the second representing a payment to her employers. These have been dealt with correctly. Expenses agreed of £3225.04. This cheque was split between fees and costs on matters 41 and 42.

9.49 Matter 74

9.49.1 Case details

This was an action for £14,170.65 served in March 2013 which settled for £7,625 in June 2013 in respect of hire charges and an additional £2,500 was paid for the personal injury claim for Mr A.

9.49.2 Financials

Sums of £2,500 for personal injury and £7625 in respect of hire charge have been dealt with correctly. Expenses agreed of £4000 have been banked matter 4. This has been used to pay a cost and balance of principal sum.

SZS neglected to pay the following third party cost:

Supplier	Voucher	Amount
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	322413	£264.38
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9.50 Matter 75

9.50.1 Case details

A court action for £20,000 was served in June 2014 which settled in September 2014 when the pursuer accepted a tender in the sum of £2,000. Expenses were agreed in the sum of £4,200.

9.50.2 Financials

This case settled £2,000 via third party cheque and dealt with correctly. Expenses agreed £4,200. This has been banked on S105.1. This has been used to pay costs.

SZS neglected to pay the following costs:

Supplier	Voucher	Amount
	416850	£576.00

9.51 Matter 76

9.51.1 Case details

This is an action for damages of £5,000 served on 1 June 2015. The pursuer accepted an offer of £3,750 on 20 January 2016. Expenses for £7,100 were agreed on 15 February 2016.

9.51.2 Financials

£3,750 of principal sum was paid into this account on 11 February 2016. Two payments were made from this sum – one being to the client's employers for advanced wages and the second in relation to the client's personal injury claim.

Expenses agreed at £7,100 and banked on matter 77. This has been used to pay fees and costs.

SZS neglected to pay the following costs:

Supplier	Voucher	Amount
	420899	£558.00
	426213	£126.00
	432402	£912.00
		£1,596.00

9.52 Matter 77

9.52.1 Case details

An action for £20,000 was served on 13 May 2014. The claim settled finally for £1,200.

9.52.2 Financials

Settlement agreed £1,200, via third party cheque and dealt with correctly. Expenses agreed of £8,000 have been banked on matter 101. This has been used to pay defender's costs.

9.53 Matter 78

9.53.1 Case details

An action for £20,000 was served on 17 February 2015 and settled on 5 June 2015 for £6,000.

9.53.2 Financials

Case settled at £6,000 and third cheque received and dealt with correctly. Agreed expenses of £7,200 received and banked to this matter.

There has been a cheque raised on this matter for £3,317.81. We have been unable to trace what this payment relates to although we have the payee the narrative is not sufficient to trace.

SZS then took the balance to fees.

9.54 Matter 79

9.54.1 Case details

An action for £750,000 was served in October 2012 and settled for £50,000 on 24 March 2015.

9.54.2 Financials

This case settled £50,000 paid electronically and paid out electronically.

Agreed expenses of £44,500 were paid into this matter. Subsequently, there has been a transfer of £12,000 to matter 79. These funds have been used to settle fees.

SZS neglected to pay the following costs:

Supplier	Voucher	Amount
	431684	£300.00
	436008	£680.00
	438916	£591.48
	440853	£1,800.00
	441077	£830.44
		£4,201.92

9.55 Matter 80

9.55.1 Case details

An action for £20,000 was served on 8 June 2015 and settled by way of acceptance of a tender on 16 February 2016 for £3,500.

9.55.2 Financials

£3,500 was received via a third party cheque and dealt with correctly.

Agreed expenses of £4,700 were banked on matter 3. This was used to pay defender's costs.

SZS neglected to pay the following costs:

Supplier	Voucher	Amount
	443085	£558.00

9.56 Matter 81

9.56.1 Case details

An action was served on 11 June 2015 and abandoned with expenses conceded in favour of the defender in February 2016. Expenses in the sum of £2,817 were agreed on 24 May 2016.

9.56.2 Financials

This is a failed/abandoned case. The defender's expenses of £2817.00 have been met by transferring to this matter £1,200 from matter 32 stating "connected matters in payment of fees" and £2,850 which relates to expenses on matter 83.

SZS neglected to pay the following costs:

Supplier	Voucher	Amount
	443809	£270.00

9.57 Matter 82

9.57.1 Case details

This is an action for £2,000. A tender of £950 was accepted by the client on 9 June 2016. There was agreement in relation to expenses in the sum of £2,850 on 29 June 2016.

9.57.2 Financials

Case settled £950.00, third party settlement cheque received and dealt with correctly. Expenses agreed of £2,850.00 has been banked on matter 81 and used to pay defender's costs.

SZS neglected to pay the following costs on this matter:

Supplier	Voucher	Amount
	447170	£270.00
	482021	£206.70
		£476.70

9.58 Matter 83

9.58.1 Case details

This is a court action for £22,413.06 served on 20 October 2014. The Pursuer accepted a tender for £10,500 on 23 September 2015. Expenses were agreed in the sum of £3,635.78 on 17 November 2015.

9.58.2 Financials

Case settled £10,500 via third party cheque and dealt with correctly. Agreed expenses of £3,635.78 correctly paid into this matter but SZS transferred from this matter £1800 to matter 84. She used that to settle fees on that matter.

9.59 Matter 84

9.59.1 Case details

This was a court action for £7,264.96 raised on 3 June 2013. An offer of £2,000 was accepted on 4 December 2013. An account of expenses in the sum of £2,450 was agreed on 17 January 2014.

9.59.2 Financials

Settlement agreed £2000 payable via third party cheque and dealt with correctly. Expenses agreed at £2450 but these have been banked on matter 1 and used to pay fictitious damages to the client.

9.60 Matter 85

9.60.1 Case details

This was a court action for £20,000 served on 9 December 2014. The matter was settled for the sum of £2,500. Expenses were agreed at £6,700 on 24 June 2015.

9.60.2 Financials

Agreed settlement £2,500 was received via third party cheque and paid correctly. Agreed expenses £6,700 banked on matter 34. These were used to pay fees and costs on that matter.

She neglected to pay these medical reports costs:

Supplier	Voucher	Amount
	412990	£558.00

	418840	£126.00
	420954	£858.00
		£1,542.00

9.61 Matter 86

9.61.1 Case details

This was an action for £500,000 served in October 2013. Senior and Junior Counsel were involved in the case. A tender for £150,000 was accepted. Expenses were finally agreed on 31 August 2015 in the sum of £47,000.

9.61.2 Financials

The settlement sum of £150,000 was transferred to the client's bank account in June 2015. The expenses of £47,000 were credited into the account on 16 September 2015. These funds were used to clear the existing fees on the matter then the sum of £6,150 was transferred to matter 97 on the pretext that this was a connected matter. That was used to pay fees and costs on this matter.

9.62 Matter 87

9.62.1 Case details

A court action was served for £30,000 in June 2015. An offer of £2,000 was made on 27 January 2016 and accepted. Expenses were agreed in the sum of £6,300 on 2 March 2016.

9.62.2 Financials

Settlement agreed at £2,000 and third party cheque received and dealt with correctly. Expenses agreed at £6,300 but this was banked to LE0069.00021 and used to settle fees and costs on this matter.

SZS neglected to pay the following medical report costs:

Supplier	Voucher	Amount
	430872	£558.00
	437997	£36.00
	441878	£36.00
	465960	£852.00
	469195	£600.00
		£2,082.00

9.63 Matter 88

9.63.1 Case details

This was a court action raised for £20,000 in May 2014. The pursuer accepted an offer of £4,400 in February 2015. The defender's agents in their email of 16 February 2015 have advised SZS that the defender has a

deductible of £2,500 and have produced evidence to that effect. This effectively means that whilst the insurance will pay £1,900 SZS had to write to the defender direct seeking the sum of £2,500. Defenders paid £1,900 in respect of their agreed amount of damages on 26 February 2015. SZS sent that to the client on the same day. Expenses were agreed in the sum of £6,791.80. The defender's agents paid expenses on 24 March 2015. Thereafter the file shows that SZS instructed a Charge for Payment to be made on the defender by Sheriff Officers. She received a note back from the officers that they had served a Charge. However, at this stage notwithstanding the defender had not paid its share, SZS went on to pay £2,500 to the client using the monies received from the defender in respect of expenses. SZS again wrote to the defender on 30 June 2015 threatening to wind up the company. There are notes of a number of telephone calls allegedly made to the defenders chasing up the payment. These calls were not made.

9.63.2 Financials

This issue here is that we have not received the defenders' contribution towards the settlement but have deducted this from expenses received and remitted the £2,500 to the client.

9.64 Matter 89

9.64.1 Case details

This was a Court of Session action for £150,000 served on 5 November 2009. Settlement was achieved in February 2012 for the sum of £70,000.

9.64.2 Financials

£65,000 has been paid to the client and the remaining £5,000 has been split between the client and an individual (pursuant to an agreement to pay his former wife, we believe). Expenses were agreed at £18,000. We have on file a letter from a law accountant evidencing that fact dated 17 October 2012. SZS emailed the defender's solicitors in November 2012 chasing the payment of these expenses and obtained a response that their client would be chased. SZS subsequently misled colleagues by telling them that the case was still ongoing (although it had settled with payment in March 2012) and latterly that expenses would be paid in due course. She did fictitious chasing letters for expenses and fictitious notes of telephone calls to defender's solicitors chasing payment; the last being July 2016. We have no trace of having received £18,000 by way of expenses. It may be that we did not do so and SZS simply failed to follow through on recovery of the expenses. This was a professional indemnity case. We have the insurer's reference number and as our insurer (the same) has already been informed about the conduct of SS on certain matters we have asked if it is able to trace expenses paid from its end.

9.65 Matter 90

9.65.1 Case details

A court action was raised for £10,000 in December 2011. The sum of £1,000 was accepted on 3 June 2013. Expenses were agreed in the sum of £3,500.

9.65.2 Financials

This case settled £1000 and principal sum paid to client. Expenses of £3,500 banked to matter 9. This was used to pay excess recovery and costs.

SZS neglected to pay the following costs:

Supplier	Voucher	Amount
	319199	£330.00
	368087	£180.00
		£510.00

9.66 Matter 91

9.66.1 Case details

A court action was raised for £10,000 in September 2012. The case settled in October 2012 for an agreed amount of £2,250 with expenses agreed in the sum of £2,300.12.

9.66.2 Financials

Case settled £2,250 via third party cheque and dealt with correctly. Expenses of £2,130.60 banked to matter 30. This was used to pay part of principal sum to client.

9.67 Matter 92

9.67.1 Case details

This was a Court of Session action which settled for £10,750. Expenses were agreed in the sum of £2,935.82 on 9 June 2014. There is a further payment of £375 on 21 July 2014 representing further expenses.

9.67.2 Financials

This case settled with client receiving £10,750 via a third party cheque and dealt with correctly. Expenses of £2935.82 banked on matter 109. This has been used to settle fees and costs on this matter. Further expenses of £375 received and banked to the same matter 109 and used to pay costs.

9.68 Matter 93

9.68.1 Case details

This case involved a court action for £7,000 served in April 2010. A tender offer was made for £5,000 and accepted by the client. Expenses of £5,500 were agreed on 15 February 2011.

9.68.2 Financials

Client settlement agreed at £5000 and paid to client correctly. Two expenses payments were due £2,750 from each defender. £2750 was banked on this matter and £2750 banked on matter 112. This has been used to pay costs on this matter.

9.69 Matter 94

9.69.1 Case details

This was a court action for £10,000 served in December 2010. The case settled with the client accepting an offer of £1,875 on 27 January 2012.

9.69.2 Financials

Settlement of £1,875 received via third party cheque and dealt with correctly. Expenses of £4619.55 banked on matter 3. This was used to pay fictitious damages to client on that matter.

9.70 Matter 95

9.70.1 Case details

This was a court action for £150,000. Counsel has been involved throughout. The case settled by way of acceptance of a Minute of Tender for £14,000. Expenses were agreed on 25 February 2015 in the sum of £14,750.

9.70.2 Financials

Settlement amount £14,000 received and paid correctly. Expenses of £14750 banked on matter 110. This was used to settle fees and costs on this matter.

She neglected to pay the following costs:

Supplier	Voucher	Amount
	402135	£450.00
	416907	£780.00
	420606	£1,338.00
	421567	£120.00
	422658	£360.00
	422690	£120.00
	429633	£520.58
		£3,688.58

9.71 Matter 96**9.71.1 Case details**

This action for £34,590.26 was served on 6 May 2010 and settled on 26 June 2011 by way of an acceptance of tender of £11,000. Expenses were finally agreed in the sum of £900.

9.71.2 Financials

Settlement of £11,000 received via third party cheque and dealt with correctly. Expenses of £900 banked on matter 62. This was used to pay fictitious damages.

9.72 Matter 97**9.72.1 Case details**

This was a Summary Cause action served in August 2013 for £5,000. A tender was accepted for £3,200 on 6 September 2013. An account of expenses for £2,500 was agreed on 2 October 2013.

9.72.2 Financials

Settlement of £3,200.00 via third party cheque and correctly dealt with. Expenses of £2,500 banked on matter 1. This was used to pay fictitious damages. SZS then transferred onto this matter £6,159 from matter 96. This was used to settle fees and costs.

9.73 Matter 98**9.73.1 Case details**

This was a court action served in December 2012. The client was offered £2,000 by the defenders to settle in June 2013. SZS sent the client a letter on 13 June 2013 advising that this offer was reasonable as there were a number of difficulties with the case. While there is no record of client acceptance we believe following that letter SZS probably did receive instructions to settle at that amount.

9.73.2 Financials

Settlement of £2,000 received and paid to client correctly. The expenses agreed of £4,929.67 banked onto matter 22. This was used to pay hire charges, fees and costs.

SZS then banked onto this matter a cheque for £12,855 payable to us which relates to expenses on matter 31. These funds have been used to settle fees on this matter and also matter 99, NAH2.294 & matter 100. She did "connected transfers" to achieve that by lying to the Cashroom.

9.74 Matter 99**9.74.1 Case details**

This is a court action for £20,000 served in September 2012. The action settled for £4,500 by way of a principal sum and £3,750 by way of expenses in August 2013.

9.74.2 Financials

Settlement cheque of £4,500 via third party cheque and dealt with correctly. Expenses of £3750 banked onto matter 29. This was used to pay defender's costs. SZS then transferred from matter 98 £4,200. This was used to pay costs.

9.75 Matter 100

9.75.1 Case details

This was an Ordinary court action for £10,000 served in September 2012. An offer to settle for £4,800 was received on 14 December 2012 and accepted by the client.

9.75.2 Financials

Settlement of £4,800 via third party cheque and dealt with correctly. Expenses of £4,307.32 banked onto matter 25. This was used to pay hire charges.

SZS then transferred in from matter 98 the amount of £3,300 to pay fees and costs on this matter.

9.76 Matter 101

9.76.1 Case details

This action relates to a recovery case for £36,963.70. SZS later due to developments in the action received instructions to abandon the court action. Initially, SZS attempted to get out of the action on a no expenses due to or by basis but the defenders insisted on expenses being paid which SZS agreed to. Expenses were agreed with the defender in the sum of £10,700 on 13 January 2015. She found other funds to pay these expenses and did not ask the client to fund these.

9.76.2 Financials

Receipts posted to but not belonging to this matter:

- £8,000.00 this relates to expenses on matter 77.
- £7,375.00 this relates to expenses on matter 47.
- £2,953.60 credited on 21/1/15 this relates to agreed expenses on matter 42.

She paid expenses of £10,700.00 on this case and used the balance to defender's expenses on another matter in the sum of £7,073.24 on 21/1/15, this relates to matter 135. The balance remaining after that of £550 was used to settle fees on this matter.

9.77 Matter 102

9.77.1 Case details

This was a court action served in November 2011 for £30,241.93 for recovery of costs. Settlement was agreed in the sum of £26,500 on 21 June 2012.

9.77.2 Financials

Settlement of £26,500 paid and dealt with correctly. Expenses of £3,687.64 have been banked on matter 53 and used to settle costs.

9.78 Matter 103

9.78.1 Case details

This was a court action served in July 2009 for £7,030.26 for hire charges. It was clear from the defenders that they considered the hire charge to be far too high, principally on the basis that the vehicle the pursuer had been driving at the time of the accident was very old and in poor condition and so any vehicle which was a like for like replacement would be of a significantly less quality than the one hired. SZS advised the client on 1 September 2010 that the outcome of a hearing was £460.52. However, the difficulty in accepting an offer of such a low value as compared with the initial sum sued for is that the defenders have incurred considerable costs in defending a significantly higher claim and therefore were entitled to their expenses for doing so. We believe the defender's costs were agreed in the sum of £8,000 although there is no confirmation on file.

9.78.2 Financials

We have not received £460.52 and so suspect the case was actually settled at nil and SZS paid the client, these funds by transferring £460.52 from matter 16.

SZS banked onto this matter a receipt for £11,350.00 this relates to expenses on matter 60.

SZS then lied to the Cashroom and did "connected transfers" in for £750 from matter 106.

SZS then did a "connected transfer" out of £3,250.00 to matter 13; these funds have been used for counter party expenses and also to cover the shortfall in the hire charges on this matter.

SZS then pays the defender costs of £8,000.00 for this matter.

The remaining £850 has been used to pay fees on this matter.

9.79 Matter 104

9.79.1 Case details

This was an ordinary court action for £5,152.34 served in December 2010 for recovery of costs. It was settled at £4,700 in February 2011. Expenses were agreed at £2,578.07.

9.79.2 Financials

Settlement of £4,700.00 paid and paid out correctly.

Expenses of £2,578.07 have been banked on matter 130.

SZS then banked onto this matter £150 which relates to matter 63 being agreed expenses on this matter. This has been used to pay £50 to the client (unclear why but the narrative is "payment of balance of hire charges") and £100 towards our costs on this matter.

9.80 Matter 105

9.80.1 Case details

This was a court action raised for £7,301.28 in August 2010. Initially, the defender failed to lodge a notice of intention to defend so decree was taken in September 2010. Thereafter, the insurers for the third party got in touch to advise that they were happy to settle the case in full and would deal directly with our client. The client eventually got in touch on 20 October 2010 to advise that they had received funds in settlement of the claim but wanted to confirm the position with regards to expenses. SZS confirmed that a cheque for the agreed costs of £1,377.80 had been paid on 21 October 2010.

9.80.2 Financials

Expenses received for £1,377.80 and banked onto this matter. From this she paid:

- client £633.05 – 16/11/10. This relates to payment due client on matter natter 24
- a firm of solicitors £174.22 – 16/11/2010. We have been unable to trace what this relates to.

She also banked - £336.65 – 14/8/12. This is from a cheque received for £1280 (AA43) which she advised Cashroom related to five different matters.

SZS also lied to Cashroom and did "connected transfers" as follows:

- £353.53 transferred to matter 24.
- £15.35 transferred from matter 24.
- £27 transferred to matter 68

and then took the balance to fees and costs.

9.81 Matter 106

9.81.1 Case details

This action is for £6,377 and relates to hire charges. Settlement terms agreed by way of a payment of £2,500 on 31 May 2011. Expenses were agreed in the sum of £1,000. Unlike most other cases, in this case there is

no trace of £2,500 being the agreed hire charges being paid by us to client. This may have been paid direct and we assume in the absence of any questions from the client this is what happened.

9.81.2 Financials

Expenses of £1,000 received and SZS raised a fee for £250 and transferred the balance to matter 103. She lied to the Cashroom saying this was "costs met by one insurer for two connected matters."

9.82 Matter 107

9.82.1 Case details

The case details are not relevant to the money movements noted below. This was an old open case that was simply used to effect the transaction below.

9.82.2 Financials

The issue with this file is that a cheque for the sum of £18,730 has been banked on this file; this cheque belongs to matter 71 in settlement of our expenses. These monies have been used to pay fees on this matter. This was a fee note raised following a transfer of work in progress to this file which was done by SZS simply to manage work in progress levels on other matters.

9.83 Matter 108

9.83.1 Case details

This was a summary cause action for £2,500 served in June 2014. The case involved two pursuers. An offer of £1,300 was made to the first and second pursuers and accepted on 12 November 2014 and accepted. Expenses were agreed at £2,800 on 24 November 2015.

9.83.2 Financials

Settlement monies of £1300 via third party cheque dealt with correctly. Expenses £2,800 banked onto matter 131 and used to pay fees and costs.

£6,399 was banked on this matter. This cheque relates to agreed expenses on matter 87. This was used to pay fees and costs on this matter.

9.84 Matter 109

9.84.1 Case details

This is a summary cause action for £5,000 served in March 2013. An offer for £2,750 was made on 24 April 2013 and accepted by the client. Expenses were agreed in the sum of £2,525.87 on 15 May 2013.

9.84.2 Financials

£2750 settlement sums via third party cheque and dealt with correctly.

Expenses of £2525.87 have been banked on matter 6. These have been used to pay fictitious damages.

SZS banked to this matter cheques £2,935.82 and £375 being expenses relating to matter 92. These were used to pay fees and costs.

9.85 Matter 110

9.85.1 Case details

This was an ordinary action where settlement was agreed in the sum of £3,875 with expenses agreed in the sum of £2,574.80, both of which are noted in the instruction from SZS on 4 December 2013

9.85.2 Financials

Settlement of £3.875 via third party cheque and dealt with correctly.

Expenses of £3,034.80 have been banked on matter 111 and used to settle fees and costs on this matter.

SZS banked £14,750 onto this matter which relate to expenses on matter 95. She then lied to the Cashroom and made "connected transfers" as follows:

- £3335 to matter 123
- £3335 to matter 124
- £3335 to matter 125

She took these to fees and costs and then the remaining balance here to fees and costs.

9.86 Matter 111

9.86.1 Case details

This is a summary cause action for £5,000 which was served in September 2012. An offer was made and accepted in January 2013 for £2,700.

9.86.2 Financials

Settlement monies of £2700 via third party cheque and dealt with correctly.

Expenses agreed £2,700. SZS banked this onto matter 29 and used to pay defender's costs.

She then banked £3,034.80, which has been used to pay our fees and costs. This cheque relates to the agreed expenses on matter 110.

9.87 Matter 112**9.87.1 Case details**

This was a Court of Session action for £50,000. The action was abandoned in October 2010. SZS agreed to pay expenses to the defender. This case is strange in that SZS had advised that the prospects were poor yet only 10 days later, a Court of Session action was raised. Predictably, some months later, the action was abandoned. It does not make any sense why the action was raised.

9.87.2 Financials

SZS drew a cheque from expenses received on matter 113 for amount of £2,823.75 to pay defender's costs.

9.88 Matter 113**9.88.1 Case details**

This was an ordinary action served in March 2010 seeking damages of £22,856.54. It settled at £8,607.35 on 4 October 2010 which comprised of £3,500 by way of personal injury for the client and the remaining £5,107.75 in respect of hire and repair charges. Expenses were agreed in the sum £3,788.31 on 7 October 2010.

9.88.2 Financials

This case settled £8,607.35 which included £3,500 personal loss and remaining balance was for hire charges. Payments were made correctly.

Expenses received of £3,788.31 and banked on the correct matter but SZS used these to pay defender's costs on matter 112.

9.89 Matter 114**9.89.1 Case details**

This was a summary cause action for £1,825 which settled at £750. Expenses were agreed in the sum of £933.38.

9.89.2 Financials

The third party cheque for £750 is dealt with correctly. Expenses of £933.38 have been banked onto matter 28 and have been used to settle defender's costs on this matter.

9.90 Matter 115**9.90.1 Case details**

This was an ordinary action served in December 2011 for £10,000. An offer was made in February 2012 for £4,300 and accepted by the client on 1 March 2012.

9.90.2 Financials

Settlement monies of £4,300 via third party cheque and dealt with correctly. Expenses agreed of £3,500 were banked on matter 28 and used to pay defender's costs.

9.91 Matter 116

9.91.1 Case details

This is an ordinary action for personal injury for £10,000 also seeking recovery of vehicle repair charges served on 20 February 2012. A tender for £5,008.68 was intimated on 3 April 2012 and accepted on 25 April 2012. The part of the offer due to the client for personal injury is in the sum of £1,350. Expenses in this case have been agreed in the sum of £3,507.97.

9.91.2 Financials

This case settled with the principal sum being £5,008.68 paid in and dealt with correctly.

Expenses of £3,507.97 have been banked on matter 58. This has been used to settle fees and costs.

There has been a cheque credited to this matter on the 18/3/14 for £4,500 this belongs to matter 117 being the agreed expenses on this matter. From this £2,500 has been transferred to matter 117 and the remaining funds transferred to fees.

9.92 Matter 117

9.92.1 Case details

This is an ordinary action for £10,000 served in December 2011. A Tender for £2,300 was received on 29 January 2014 and accepted. Expenses were agreed in the sum of £4,550.

9.92.2 Financials

Settlement of £2,300, via third party cheque and dealt with correctly.

Expenses of £4,500 banked onto matter 116. This has been used to meet fees and costs.

9.93 Matter 118

9.93.1 Case Details

This was an ordinary action served in October 2009 for £6,360.86 representing the recovery of hire charges. A tender for £4,590 was received on 8 June 2010 and accepted on 15 June 2010. Expenses were agreed in the sum of £3,503 on 28 June 2010.

9.93.2 Financials

Case settled £4,590.00, paid in and dealt with correctly. Expenses of £3,503.00 banked on matter 18. This was used to pay hire charges – excess payment.

9.94 Matter 119

9.94.1 Case Details

This was an ordinary action served for £25,000 in October 2014. An offer of £6,500 was made on 6 July 2015 which was accepted. The account of expenses was agreed at the sum of £10,600 on 20 July 2013.

9.94.2 Financials

Case settled £6,500 via third party cheque and dealt with correctly. Expenses agreed £10,600 and banked to the correct matter. From this SZS paid defender's cost of £1207 relating to D1594. SZS then did a matter to matter transfer of £4,800 to matter 47 from this matter. That was used to settle fees and costs. The remaining balance was then used to settle fees and costs on this matter.

Then four months later SZS banked onto this matter £90,000 which relates to matter 33. These funds have then been used to instruct 6 transfers between different matters and to settle fees and costs on these matters:

- £22,250 to matter 35
- £20,600 to matter 36
- £14,900 to matter 37
- £22,300 to matter 38
- £1750 to matter 39
- £989.25 to matter 40

There has been a payment of £1,760.25 to solicitors which relates to matter 119 and is payment of defender's costs. The balance remaining was taken by SZS to fees.

9.95 Matter 120

9.95.1 Case Details

This is an ordinary action served in July 2010 for £8,966.27 seeking personal injury loses and hire charges. Settlement was achieved by way of a payment of £3,000 to the pursuer and £2,110.88 payable in respect of hire charges and outlays. Expenses were agreed in the sum of £4,280.75 on 1 November 2010. The DMS contains correspondence from the client's insurer in respect of their outlay of £2,899.29 which was not included in this case and thereby not recovered as part of the settlement. It appears that when initially obtaining instructions, the clients had not advised us that there was an insurance outlay which ought to have been included as part of this action. SZS appears not to have gone back to ask them about it but has simply made a payment in respect of this unrecovered outlay.

9.95.2 Financials

Settlement monies received for £3,000 for personal injury and dealt with correctly. In relation to hire charges it appears SZS only obtained £1825.00 and so to pay £2110.88 she took funds out of the expenses to us on this matter. Expenses received of £4825 and banked to this matter. However, in addition, she paid the insurer the amount they requested of £2899.25 by drawing a cheque on matter 29.

9.96 Matter 121

9.96.1 Case Details

This was a Court of Session action served in February 2013 for £100,000 against two separate defenders. On 17 June 2013, matters were agreed whereby the pursuer accepted £35,000 in full and final settlement of his claim and inclusive of interim payments already made. The account of expenses was agreed in the sum of £11,650 on 10 July 2013.

9.96.2 Financials

This case settled at £35,000, settlement paid via third party cheques and dealt with correctly.

Expenses of £11,650 paid into the correct matter. From this payment of £3,000 has been made to defender's agent to meet defender's costs on matter 29.

9.97 Matter 122

9.97.1 Case Details

This action for £250,000 was served in October 2010. A tender offer for £10,636.93 was received on 6 June 2012. This was accepted by the client on the same date. Expenses were agreed in the sum of £15,940.

9.97.2 Financials

Settled at £10,636.93 via third party cheque and dealt with correctly. Expenses of £15,940.00 credited to correct matter. Additional costs agreed of £2,300. This cheque has been banked onto incorrect matter - matter 30. This has been used to pay fictitious damages to client.

SZS then banked onto this matter £2,457.92 which relates to expenses for U1.613. She used this to settle fees and costs.

9.98 Matter 123

9.98.1 Case Details

This action for £5,000 was served in October 2012. A tender of £500 was accepted by the pursuer on 4 February 2013. The defenders have agreed expenses in the sum of £2,200. This case is actually related to the following two cases noted in this report.

9.98.2 Financials

This case settled with principal sum received for £500 via third party cheque and dealt with correctly. Expenses of £2,200.00 have been banked on matter 58 and used to pay costs.

SZS has then transferred £3335 from matter 110 to this matter. This was used to settle fees and costs.

9.99 Matter 124

9.99.1 Case Details

As above, this was a summary cause action served in October 2012 for £5,000. As above, the case was settled by way of the acceptance of a Minute of Tender for £500. Expenses were also agreed in the sum of £2,200.

9.99.2 Financials

This case settled at £500 via third party cheque and was dealt with correctly. Expenses of £2,200 were banked on matter 29. This was used to pay defender's costs.

There was transferred from matter 110 to this matter £3335 to settle fees and costs.

9.100 Matter 125

9.100.1 Case Details

This was a summary cause action served in October 2012 for £5,000. The client in this case has accepted an offer of tender of £1,000 made on 4 February 2013. Expenses were agreed in the sum of £2,200.

9.100.2 Financials

This case settled at £1,000.00 via third party cheque and dealt with correctly. Expenses of £2,200 banked to matter 58 and used to pay costs.

There was transferred into this matter £3335 from matter 110 to settle fees and costs on this matter.

9.101 Matter 126

9.101.1 Case Details

This is an ordinary action for £20,000 served on 17 February 2012. An offer of £2,000 was made on 11 January 2013. SZS wrote to the client on that day advising of the offer and asking him to get in touch to discuss it. There is no note evidencing the terms of that discussion but we assume it was accepted following that letter. SZS has written to defender's agents on 16 January 2013 accepting the offer together with summary cause expenses. Expenses were agreed in the sum of £2,713.46.

9.101.2 Financials

This case settled with £2,000.00 via third party cheque and dealt with correctly. Expenses of £2713.46 banked on S105.1 and used to pay costs.

9.102 Matter 127

9.102.1 Case Details

This is an ordinary cause action served in February 2012 for £30,000. The matter was set down for a proof due to take place in September 2009. Shortly before the proof, an offer to settle of £500 plus summary cause expenses was accepted by the pursuer. It was clear, by this stage, that there were a number of issues concerning this case. These were all discussed with the client. In light of these issues being explained, the client was prepared to accept the offer notwithstanding that it was significantly less than the sum sued for. Expenses were agreed in the sum of £6,475 on 16 December 2012.

9.102.2 Financials

Settlement agreed £500 via third party cheque and dealt with correctly. Expenses of £6,475.00, banked on matter 21. This has been used to pay hire charges – excess payment.

SZS has transferred £15,500 from matter 26 to this matter which has been used to settle fees and costs on this matter.

9.103 Matter 128

9.103.1 Case Details

This was an ordinary cause action for £8,000 served in May 2010. It became obvious that liability was going to be very difficult to establish and it was therefore agreed on 14 September 2010 that the action would be abandoned with no expenses due to or by either party

9.103.2 Financials

This case was abandoned with no expenses due or by but there has been a transfer of £8,256.52 from matter 26 to this matter which has been used to settle fees and costs on this matter.

9.104 Matter 129

9.104.1 Case details

This was an ordinary cause action for £50,000 served in May 2008. Due to there being no response from the defender, decree was initially taken but thereafter the decree was recalled in November 2008. The pursuer was awarded expenses for the reponing procedure which was eventually agreed with the defenders in the sum of £1,000 inclusive of VAT and outlays.

Thereafter, a tender offer of £9,000 was made to the pursuer. The DMS contains a letter dated 2 June 2009 enclosing a settlement cheque. It is, however, unclear as to the value of that cheque but, on reviewing the

finances and there being a scanned copy of a cheque for £15,000, it does seem that there was an agreement between the client and ourselves that the client be paid the sum, of £12,000 from this global sum and £ 3,000 be used to cover expenses.

9.104.2 Financials

We received cheque for £15,000 and paid client £12,000 and balance was our expenses.

SZS banked onto this matter a cheque for £2,578.07 this relates to agreed expenses on matter 104, these funds have been used to pay fees and costs.

9.105 Matter 130

9.105.1 Case details

This is an ordinary cause action served in September 2010 for £10,000. Ultimately, this case resulted in decree of absolvitor in favour of the defenders with expenses awarded against the pursuer.

9.105.2 Financials

SZS banked onto this matter £2,800 to pay fees and costs. These funds relate to agreed expenses on matter 108.

9.106 Matter 131

9.106.1 Case Details

This is an ordinary cause action served in January 2011 for £15,018.59 representing outstanding hire charges. Settlement was achieved for the sum of £11,500 on 24 June 2011 and expenses were agreed in the sum of £3,420.75 on 8 July 2011.

9.106.2 Financials

This case settled at £11,500 via third party cheque and dealt with correctly. Expenses of £3,420.75 have been banked onto this matter. SZS then transferred £3,000 to matter 15 to pay defender's costs on that matter.

9.107 Matter 132

9.107.1 Case Details

There is little on the file for this matter but it appears to be hire recovery case with a small amount of recovered cost for the person involved.

9.107.2 Financials

Settlement of £6,038.35 paid in by cheque and dealt with correctly. Expenses of £2,186.53 banked on matter 16 and used to pay hire charges – excess payment.

9.108 Matter 133

9.108.1 Case details

This case involves a writ served for £8,418 in March 2010. This represented car hire charges and a repair cost. SZS negotiated a figure with defenders' solicitors of £9500. The clients had previously told SZS their bottom line was £6,840 by way of repayment of their hire charges. In the event, the sum of £6,897.50 was paid to XX on 15 October 2010 in settlement of their account. This was agreed with XX.

9.108.2 Financials

There has been a payment to a firm of solicitors for £2,500, which should not be on this matter; this has been used to pay contra expenses on matter 136.

9.109 Matter 134

9.109.1 Case Detail

This was an ordinary action served in May 2013 for £10,143. After further investigations and new information came to light and SZS wrote to DL on 15 July 2014 advising them that, in the circumstances, she would suggest that the action be abandoned with both parties bearing their own expenses. SZS at that point had the case continued in court for settlement. DL confirmed they were happy to abandon on 8 September 2013 on a no expenses due to or by basis. SZS was not able to agree with the defender's agents that the matter be abandoned on a no expenses basis and agreed to pay defender's costs at the sum of £7,073.34.

SZS did not go back to DL to advise that the offer to abandon on a no expenses due to or by basis had not been accepted by the defenders and that costs would have to be paid.

9.109.2 Financials

We were due to pay expenses of £7,073.24. These were paid on 21 January 2015 and taken from matter 101.

9.110 Matter 135

9.110.1 Case Details

This was an ordinary cause action for £10,000 served in May 2010. SZS wrote to the pursuer on 14 July 2010 advising that the prospects of this case were poor and spoke to the pursuer on 10 August 2010 about the problems with the case. The pursuer confirmed that he was prepared to agree that the action be abandoned if the defender was prepared to bear its own expenses. The defender was not prepared to agree to pay its own expenses but did agree a capped fee of £2,500 on 17 August 2010.

9.110.2 Financials

A cheque to make payment of expenses of £2,500 has been debited to matter 134 from expenses received on this matter. SZS transferred £1,986.18 from matter 136 to this file which has been used to settle fees on this matter.