

# **Eleanor Taylor**

## **Solicitor**

### **474733**

[Agreement Date: 20 February 2024](#)

## **Decision - Agreement**

Outcome: Regulatory settlement agreement

Outcome date: 20 February 2024

Published date: 1 March 2024

## **Firm details**

### **Firm or organisation at date of publication and at time of matters giving rise to outcome**

Name: DF Legal LLP

Address(es): Avonside, 63 High Street, Tewkesbury, GL20 5BJ

Firm ID: 420596

## **Outcome details**

This outcome was reached by agreement.

### **Decision details**

#### **1. Agreed outcome**

1. Eleanor Robin Enid Taylor (Miss Taylor), a solicitor of DF Legal LLP (the Firm), agrees to the following outcome to the investigation of her conduct by the Solicitors Regulation Authority (SRA):

- a. Miss Taylor is rebuked pursuant to Rule 3.1(a) of the SRA Regulatory and Disciplinary Procedure Rules.
- b. Miss Taylor agrees to the publication of this agreement pursuant to Rule 9.2 of the SRA Regulatory and Disciplinary Rules.
- c. Miss Taylor will pay the costs of the investigation of £300 pursuant to Rule 10.1 and Schedule 1 of the SRA Regulatory and Disciplinary Rules.

#### **2. Summary of Facts**

2.1 Client A instructed the Firm to distribute the estate of her late mother. Miss Taylor inherited the case following the departure of a previous fee earner.

2.2 While distributing the estate, Miss Taylor failed to provide Client A with invoices detailing monies charged to the estate before transferring costs.

2.3 In addition to this, Miss Taylor failed to provide Client A with cost information during her instruction.

2.4 Upon the conclusion of distributing the estate, there were discussions between Client A and Miss Taylor regarding outstanding fees. As a result of these discussions, Client A made a complaint to the Legal Ombudsman.

2.5 Upon being notified of this complaint, Miss Taylor informed Client A that she would only release disputed costs being held within the client account once the complaint with the Legal Ombudsman had been withdrawn by Client A or satisfied.

### **3. Admissions**

3.1 Miss Taylor makes the following admissions which the SRA accepts:

- a. A breach of rule 4.3 of the SRA Accounts Rule 2019 for failing to provide Client A with invoices or other written notification of monies charged to the estate prior to transferring those funds from client account.
- b. A breach of paragraph 8.7 of the SRA Code of Conduct for Solicitors, RELs and RFLs for failing to provide Client A with the best possible cost information during her instruction.
- c. A breach of paragraph 7.5 of the SRA Code of Conduct for Solicitors, RELs and RFLs in an attempt to prevent Client A from continuing with her complaint with the Legal Ombudsman.

### **4. Why a written rebuke is an appropriate outcome**

4.1 The SRA's Enforcement Strategy sets out its approach to the use of its enforcement powers where there has been a failure to meet its standards or requirements.

4.2 When considering the appropriate sanctions and controls in this matter, the SRA has taken into account the admissions made by Miss Taylor and the following mitigation which she has put forward:

- a. Miss Taylor has no prior regulatory history.
- b. Miss Taylor has shown insight into her conduct.
- c. During the instruction, Miss Taylor was under pressure following the departure of her colleague and thus inheriting his files. Miss Taylor



was keen to progress matters without delay and acknowledges her misconduct was an oversight and an isolated incident with a low risk of repetition.

- d. During the course of distributing the estate, Miss Taylor was managing a high case holding and was feeling the pressures associated with doing so. As a result, Miss Taylor acknowledges that her behaviour was in breach of the SRA's Standards and Regulations and confirms this behaviour will not be repeated.
- e. Miss Taylor has cooperated fully with our investigation.

4.3 The SRA considers that a written rebuke is the appropriate outcome because:

- a. The breach was of moderate seriousness.
- b. A public sanction is required to uphold public confidence in the delivery of legal services.
- c. The harm caused and impact on Client A is relatively low, and Miss Taylor has rectified matters where possible with Client A.
- d. Consideration has been placed upon the vulnerability of Client A together with the nature of her instruction of the Firm.

## **5. Publication**

5.1 The SRA considers it appropriate that this agreement is published in the interests of transparency in the regulatory and disciplinary process.

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

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

6.2 If Miss Taylor denies the admissions or acts in a way which is inconsistent with this agreement, the conduct which is subject to this agreement may be considered further by the SRA. That may result in a disciplinary outcome or a referral to the Solicitors Disciplinary Tribunal on the original facts and allegations.

6.3 Denying the admissions made or acting in a way which is inconsistent with this agreement may also constitute a separate breach of Principles 2 and 5 of the Principles and paragraph 7.3 of the Code of Conduct for Solicitors, RELs and RFLs.

## **7. Costs**

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

The date of this Agreement is 20 February 2024.

[Search again \[https://www.sra.org.uk/consumers/solicitor-check/\]](https://www.sra.org.uk/consumers/solicitor-check/)