

# **Marilyn Neptune**

## **Employee**

### **7171898**

[Employee-related decision Date: 2 December 2024](#)

## **Decision - Employee-related decision**

Outcome: Control of non-qualified staff (Section 43 / Section 99 order)

Outcome date: 2 December 2024

Published date: 3 January 2025

## **Firm details**

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

Name: Blake Morgan

Address(es): New Kings Court Tollgate Chandlers Ford Eastleigh  
SOUTHAMPTON SO53 3LG

Firm ID: 613715

## **Outcome details**

This outcome was reached by SRA decision.

### **Decision details**

#### **1. Agreed outcome and control order under section 43(2) of the Solicitors Act 1974**

1.1 Marilyn Neptune a CILEX lawyer, non-authorised person, and former employee of Blake Morgan LLP ('the Firm'), agrees to the following outcomes of the investigation of her conduct by the Solicitors Regulation Authority Limited ('SRA') under reference number RGC-000108268:

- i. that she is subject to an order under section 43(2) of the Solicitors Act 1974;
- ii. that she pays costs to the SRA in the sum of £600; and
- iii. to the publication of this Agreement.

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

2.1 At the relevant time Ms Neptune was employed as a CILEX lawyer by the Firm, a recognised body, in the property department undertaking

residential conveyancing transactions. She worked under the supervision of a solicitor. Ms Neptune was a non-authorised person.

2.2 In 2023 Ms Neptune acted in a transaction relating to a residential property purchase. She was instructed to act both on behalf of the purchasers and the mortgage lender.

2.3 On 15 June 2023, after exchange of contracts, the mortgage lender client further emailed the Firm on the matter. The email stated the mortgage lender required a formal maintenance agreement to be in place in relation to the property to be purchased. The email was forwarded to Ms Neptune who acknowledged receipt.

2.4 There was in fact no formal maintenance agreement in place in relation to the property to be purchased. Ms Neptune knew that there was no formal maintenance agreement in place at that time and that there was insufficient time to put such an agreement in place prior to the planned date for completion. Ms Neptune was aware that without the formal maintenance agreement in place the mortgage lender client might not release funds required for completion.

2.5 On 4 July 2023 the mortgage lender client asked for confirmation that the requirements had now been met, and further that provided Ms Neptune was satisfied that 'you have met our requirements of the UK Finance Lenders Handbook the case may proceed'.

2.6 On 4 July 2023 Ms Neptune replied by email to the mortgage lender client stating that 'We are satisfied and await receipt of the mortgage advance of £350,000 on Friday 7 July 2023.'.

2.7 By Ms Neptune's email to her lender client, on 4 July 2023, she confirmed that the mortgage lender client's requirements had been met. This led to completion taking place and mortgage funds being released despite the lender client's requirements not being met.

2.8 On 23 July 2023 Ms Neptune completed a Professional Indemnity Insurance Notification form reporting to the Firm that 'I am negligent because I confirmed that a maintenance agreement existed when it did not, because I calculated the risk of failing to complete to be far more severe than trying to resolve the problem, if necessary, retrospectively after completion.'.

2.9 As can be inferred from her statement, and as above, Ms Neptune knew that a formal maintenance agreement did not exist but confirmed that it did to the lender client to ensure that the conveyance would complete.

### **3. Admissions**

3.1 Ms Neptune admits that she:



- i. dishonestly indicated by email on 4 July 2023 to a mortgage lender client that the requirements of the UK Finance Lenders Handbook were satisfied, indicating that there was a maintenance agreement in place for a private road, when there was not, and when she knew that there was not.

3.2 In making the admission above, Ms Neptune therefore admits, in respect of the allegation, that she acted in a way which makes it undesirable for her to be involved in a legal practice.

#### **4. Why a control order is an appropriate outcome**

4.1 The SRA's Enforcement Strategy sets out its approach to the use of its enforcement powers. The SRA's guidance on how it regulates non-authorized persons, confirms that this includes the use of orders under section 43(2) of the Solicitors Act 1974 to impose restrictions on where and how Ms Neptune can work in an SRA regulated firm.

4.2 Ms Neptune is not a solicitor but was involved in legal practice. Her conduct makes it such that under section 43(1)(b) of the Solicitors Act 1974 it is undesirable for her to be involved in a legal practice.

4.3 The SRA considers the failing by Ms Neptune to be serious, particularly given:

- i. The admitted conduct relates to a misleading and/or dishonest statement to a lender client in order to obtain draw down of mortgage funds which may not otherwise have been released.
- ii. Whilst this appears to be an isolated incident a client was misled in order to induce the release of mortgage funds and avoid a delay to completion. There is a risk of repetition should such circumstances or similar environments arise.
- iii. Allegations of dishonesty are seen as inherently more serious.

4.4 When considering the appropriate sanction in this matter, the SRA has taken into account that Ms Neptune has fully engaged with the SRA's investigation and demonstrated sincere remorse and insight to her conduct in addition to the following mitigation put forward by Ms Neptune:

4.5 The incident only came to light following a self-report made to the firm by Ms. Neptune;

4.6 it was a one-off incident where the instructions of the mortgage lender changed after contracts had been exchanged;

4.7 Ms. Neptune states that her behaviour was affected by personal issues. The SRA considers that a control order is the appropriate outcome given the admitted conduct and Ms Neptune's status as an unauthorised person.

#### 4.8 What the Section 43 order means:

- i. no solicitor shall employ or remunerate Ms Neptune in connection with his/her practice as a solicitor;
- ii. no employee of a solicitor shall employ or remunerate her in connection with the solicitor's practice;
- iii. no recognised body shall employ or remunerate her;
- iv. no manager or employee of a recognised body shall employ or remunerate her in connection with the business of that body;
- v. no recognised body or manager or employee of such a body shall permit her to be a manager of the body; and
- vi. no recognised body or manager or employee of such a body shall permit her to have an interest in the body

except in accordance with the SRA's prior written permission.

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

5.1 Ms Neptune agrees that she will not deny the admission made in this agreement or act in any way that is inconsistent with it.

5.2 If Ms Neptune denies the admission or acts in a way which is inconsistent with this agreement, the conduct which gave rise 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, concerns and allegations arising from investigation.

#### **6. Publication**

6.1 The SRA considers it appropriate that this agreement is published in the interests of transparency in the regulatory and disciplinary process. Ms Neptune agrees to the publication of this agreement.

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