

## SCHEDULES

### SCHEDULE 1

#### PART II

#### POWERS EXERCISABLE BY THE SOCIETY AS ATTORNEY

[<sup>F1</sup>22A.—(1) Without prejudice to paragraph 13(1)(b)(ii), the High Court may at any time, on the application of the Society, by order appoint the Society as the attorney of any solicitor named in a resolution passed by the Council under Article 36.

(2) Where the Society are appointed under paragraph 13(1)(b)(ii) or this paragraph to act as attorney of a solicitor—

- (a) the Society shall have power, either in their name or in the name of the solicitor, to do all or any of the acts and things mentioned in paragraph 23 and all such other acts and things in relation to the solicitor's practice or property or assets as appear to the Society to be necessary for any of the purposes of this Order, as fully and effectively in all respects as if they were done by the solicitor present in person (irrespective of where he then may be); and
- (b) the solicitor shall be precluded from doing any of the acts and things mentioned in head (a) which may be done by the Society as his attorney.

(3) The Society shall have a claim on the property of the solicitor for all costs (if any) incurred by the Society as his attorney.]

<b>F1</b> 1989 NI 14
----------------------

**23.** The powers exercisable pursuant to [<sup>F2</sup> paragraph 22A(2)] are as follows—

(1) To operate all banking [<sup>F2</sup> or building society] accounts in the name or under the control of the solicitor, and to open and operate any new <sup>F2</sup> . . . account and to sign, endorse and negotiate cheques, dividend and interest warrants, bills of exchange and negotiable instruments payable to the solicitor and to close all or any of such <sup>F2</sup> . . . accounts.

(2) To demand, sue for, recover, enforce and give good and sufficient receipts, discharges, releases and indemnities for and in respect of all property, money, securities, costs, legacies, gifts, rights and debts belonging to the solicitor or in which he has any interest and to effect a compromise or release of, or to abandon, any claim in respect thereof and to pay, satisfy or compromise any such debts, liabilities or claims.

(3) To carry on, wind-up, transfer, sell or otherwise dispose of the practice of the solicitor and the office furniture, fittings, papers, documents, books, machines and apparatus connected therewith.

(4) To take possession of all or any property whatsoever belonging to the solicitor or in which he has any estate, title, right or interest including all property, title deeds, documents, papers and books in the possession, custody or control of the solicitor.

**Changes to legislation:** *There are outstanding changes not yet made by the legislation.gov.uk editorial team to Solicitors (Northern Ireland) Order 1976. Any changes that have already been made by the team appear in the content and are referenced with annotations. (See end of Document for details) View outstanding changes*

(5) To manage, let, sell, mortgage, charge or otherwise dispose of and convey, assign, transfer, surrender, sub-lease or grant in fee any property whatsoever of the solicitor or in which he has any estate, title, right or interest or any part thereof on such terms and conditions as the Society think fit.

(6) To furnish bills of costs in respect of any action, cause, suit, proceeding, sale, transaction or matter in which the solicitor is or has been engaged or retained, to institute proceedings for recovery of such costs, to compromise any claim in respect of such costs and to give good and sufficient receipts for such costs.

(7) To engage an accountant for the purpose of preparing such balance sheet and statement in connection with the practice of the solicitor as will show all money held by the solicitor on his own behalf and for or on account of clients and other persons and where and how at the date of such balance sheet and statement the solicitor holds such money.

(8) To give, vary and revoke instructions as to the manner in which any money payable to or by the solicitor (whether periodically or otherwise) is to be paid or dealt with and as to the custody and disposal of any personal property, including securities and documents of title.

(9) To apply and subscribe for (whether absolutely or conditionally), pay calls on, buy, accept or otherwise acquire, and to sell, assign, exchange or otherwise dispose of, stocks, funds, shares, debentures, debenture stock, securities and investments of every description, however constituted and wherever issued, and whether now existing or hereafter to be created belonging to the solicitor or in which he has any interest, and any options or rights in respect thereof; and generally to manage and vary investments.

(10) To effect and maintain insurance against loss, damage, and liability in connection with the property or assets of the solicitor or his practice and to recover under such insurance.

(11) In respect of any will, intestacy, settlement or trust or any agreement or other instrument or matter, to approve apportionments and accounts, and to sanction investments or the exercise of any power or the doing of any act for which the approval or sanction of the solicitor is required, otherwise than as trustee.

(12) In connection with any stocks, funds, shares, debentures, debenture stock, securities, or investments belonging to the solicitor or in which he has any interest, to attend and vote or appoint any person to attend and vote as proxy for the solicitor at meetings of holders thereof, and to effect, sanction or oppose any exercise or modification of rights.

(13) In regard to any property whatsoever belonging to the solicitor or in which he has any interest, to institute, carry on, defend, compromise or discontinue any action or other proceeding, and in any such proceeding to give security or indemnities for costs, to pay money into court and to obtain payment of money lodged in court; and to settle, compromise or submit to arbitration any dispute arising in relation to any such property or interest.

(14) To present, support or oppose any petition for winding-up or bankruptcy; to join in, sanction or oppose any composition or arrangement; to attend and vote or appoint any person to attend and vote as proxy for the solicitor at any meetings of creditors; to make and file proofs of claim; and generally to represent the solicitor in any liquidation, bankruptcy or insolvency.

(15) To engage, remunerate, dismiss, and fix and vary the duties and terms of service of persons employed to carry on or to assist in carrying on the practice of the solicitor including any employees of the solicitor.

(16) To settle or pay any account, debt or reckoning whatsoever wherein the solicitor is or will be in anywise interested or concerned with any person whomsoever and to pay or receive the balance thereof as the case may require.

(17) To deliver to clients of the solicitor or to other persons any documents of title, papers, books, securities, money or other property on such terms as the attorney thinks fit.

(18) To pay all rent, rates, taxes, assessments and outgoings (including repairs and insurance against fire and other contingencies) in connection with any property of the solicitor or in which he has any estate, title, right or interest and in connection with the practice of the solicitor to pay all expenses of carrying on the same including any insurance against negligence or otherwise.

(19) Subject to the rights of the clients of the solicitor, to act upon any retainer given, to prosecute or defend any action, cause, suit or proceeding which the solicitor has commenced or for which he has been retained, to complete any sale or purchase of registered or unregistered land in which the solicitor has been engaged or for which he has been retained, to carry out and complete any other sale, purchase, transaction or matter in which the solicitor is engaged or for which he has been retained and to receive and give good and sufficient receipts for any damages, compensation, deposit, purchase money or other money payable in respect of any such action, cause, suit, proceeding, sale, transaction or matter, and to pay over any money and do all things necessary to complete any such action, suit, proceeding, sale, transaction or matter.

(20) For all or any of the foregoing purposes to enter into and sign, seal, execute, perfect and deliver any contract, instrument, deed, surrender, assurance or other instrument whatsoever, and to take all steps necessary to procure the registration of any such instrument in the books of any company or other body or in any register kept in pursuance of any enactment.

(21) Generally to act in relation to the solicitor's practice and estate as fully and effectively as the solicitor could do.

**F2** 1989 NI 14

**Changes to legislation:**

There are outstanding changes not yet made by the legislation.gov.uk editorial team to Solicitors (Northern Ireland) Order 1976. Any changes that have already been made by the team appear in the content and are referenced with annotations.

[View outstanding changes](#)

**Changes and effects yet to be applied to the whole Order associated Parts and Chapters:**

Whole provisions yet to be inserted into this Order (including any effects on those provisions):

- art. 6(1A) inserted by [2011 c. 24 \(N.I.\) s. 88\(2\)](#)
- art. 10(2D) inserted by [2011 c. 24 \(N.I.\) s. 88\(4\)](#)
- art. 51(11A) inserted by [2016 c. 14 \(N.I.\) s. 3\(4\)](#)
- art. 71H(3) revoked by [1996 c. 23 s. 107\(2\)Sch.4](#)
- art. 75(1A) inserted by [2016 c. 14 \(N.I.\) s. 3\(6\)](#)
- art. 75(2A)(2B) inserted by [2011 c. 24 \(N.I.\) s. 90\(1\)](#)