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NCN: [2026] EWCOP 47 (T2)

COURT OF PROTECTION

CASE Nos 2001959301, 2002806301, 2001961201

MENTAL CAPACITY ACT 2005

By Her Honour Judge Hilder

First Avenue House
42-49 High Holborn,
London, WC1V 6NP

Date: 30th September 2026

IN THE MATTERS OF

AR, HR and MH

HEARING: 24th and 25th June 2026

Ms. Marisa Lloyd (instructed by The Public Guardian) for the Applicant
Robert Cornford appeared in person

This hearing was conducted in public subject to transparency orders made separately in each case on 14th February 2026. The judgment was formally handed down on 30th September 2026, the parties having been excused attendance from that hearing. It consists of 26 pages, and has been signed and dated by the judge.

The number in square brackets and bold typeface refer to pages of the bundle filed for the final hearing listed on 24th, 25th and 26th June 2026. Where the number is preceded by ‘A’, it refers to the page of the authorities bundle filed by the Public Guardian.



JUDGMENT

A. The Issue

1. The Public Guardian has applied for determination of whether lasting powers of attorney granted by AR, HR and MH are valid. If the instruments are determined not to have been validly executed, the Public Guardian seeks an order directing cancellation of their registration.
2. The linking factor between the instruments is that Robert Cornford acted as certificate provider. The Public Guardian has concerns that:
 - a. Robert Cornford is not a person competent to act as certificate provider;
 - b. Robert Cornford did not actually satisfy himself of matters about which a certificate provider is required to satisfy themselves; and
 - c. the process of execution of the instruments did not comply with legal requirements.
3. The Public Guardian has informed Mr. Cornford and the Court that the current three cases are ‘test’ cases, with a further 24 matters ‘on hold’ pending the outcome of these proceedings [67].

B. Matters considered

4. I have considered all matters filed in a composite bundle for the hearing listed on 24th, 25th and 26th June 2026, including:
 - a. for the Public Guardian:
 - i. statements by Matthew McQuade dated 10th July 2025 [in respect of AR at 64, in respect of HR at 249, in respect of MH at 419], 7th October 2025 [169], 13th October 2025 [574], 3rd November 2025 [589], 26th November 2025 [176], 26th March 2026 [351/351], 22nd May 2026 [670]
 - ii. statement by AR and HR together dated 10th May 2026 [194/ 360]
 - iii. statement by JA dated 18th May 2026 [601]
 - iv. statement by EH dated 18th May 2026 [608]
 - v. skeleton arguments dated 18th and 25th June 2026.
 - b. for Robert Cornford:
 - i. statements by Robert Cornford dated 17th October 2025 [583], 5th December 2025 [184], 12th May 2026 [198/365/595], 12th May 2026 [664];
 - ii. a statement by Peter Holmes dated 17th May 2026.
5. I heard oral evidence from AR, from EH and JA (both daughters of MH), and also from Robert Cornford.

C. The Lasting Powers of Attorney in these proceedings

6. Two of the donors in these proceedings, AR and HR, are married to each other. The third donor, MH, is unconnected to them other than by Mr. Cornford acting as their certificate provider.
7. AR 2001959301: The application proceeds on the basis that AR has had at all times, and still retains, relevant capacity. It is common ground that AR intended to execute lasting powers of attorney both for property and affairs, and for health and welfare. He confirmed orally that he consents to the making of the Public Guardian's application, as distinct from agreeing that the Public Guardian's position as to validity is correct.
8. A copy of each of AR's LPA documents (without any mark of registration) is included in the hearing bundle [**90** for property, **114** for welfare]:
 - a. in each instrument, AR's wife (HR) is appointed as sole attorney, and then their four children (RR, EH, GR and TR) are appointed jointly and severally as replacement attorneys;
 - b. the property LPA was registered by the Office of the Public Guardian on 8th July 2021, the welfare LPA two days later;
 - c. on the face of the documents, every signature is followed by the box for "Date signed or marked" filled in as 22nd February 2021.
9. HR 2002806301: the application proceeds on the basis that HR had at all times, and still retains, relevant capacity. It is common ground that HR intended to execute lasting powers of attorney both for property and affairs, and for health and welfare:
 - a. a copy of each LPA document (without any mark of registration) is included in the hearing bundle [**276** for property, **300** for welfare];
 - b. in each instrument, HR's husband (AR) is appointed as sole attorney, and then their four children (RR, EH, GR and TR) are appointed jointly and severally as replacement attorneys (effectively, AR and HR were making mirror provision);
 - c. both LPAs were registered by the Office of the Public Guardian on 9th July 2021;
 - d. on the face of the documents, every signature is followed by the box for "Date signed or marked" filled in as 22nd February 2021.
10. MH 2001961201: following a General Visitor assessment [**494**] commissioned by the OPG, the application proceeds on the basis that MH now lacks capacity to "deal with the concerns that have been raised, revoke [his] LPAs or apply to the Court to cancel [his] LPAs." [**425**] However it is common ground that, at the relevant time, MH intended to execute lasting powers of attorney, both for property and affairs and for health and welfare.
 - a. a copy of each LPA document (without any mark of registration) is included in the hearing bundle [**447** for property, **469** for welfare];

- b. in each instrument, MH's daughters (EH and JA) are appointed jointly and severally as attorneys, with no replacement attorneys;
 - c. both LPAs were registered by the Office of the Public Guardian on 19th January 2021;
 - d. on the face of the instrument, every signature is followed by the box for "Date signed or marked" filled in as 3rd November 2020.
11. By order of District Judge Grosse made on 6th August 2025 and issued on 18th August 2025 [390], the attorneys' powers have been suspended pending further order.
 12. By separate order also made by District Judge Grosse on 6th August 2025 but not issued until 8th September 2025 [394], JA and EH have been appointed, jointly and severally, as interim property and affairs deputies for MH.

D. Law and Procedural requirements

13. In order to understand the Public Guardian's concerns it is necessary first to set out the legal framework in respect of lasting powers of attorney.
14. Fundamentally, a lasting power of attorney is an exercise of choice, by an adult who has mental capacity to make that choice ("the donor"), to give someone else ("the attorney") lawful authority to make decisions about their (the donor's) property or welfare, including when the donor no longer has capacity – **sections 9(1) and 9(2)(c) of the Mental Capacity Act 2005** ("the Act").
15. In *Public Guardian v. RI* [2022] EWCOP 22 [A90] at paragraph 16 it was determined by Mr. Justice Poole that the relevant information for capacitous execution of a lasting power of attorney is:
 - "a. The effect of the LPA.
 - b. Who the attorneys are.
 - c. The scope of the attorneys' powers and that the MCA 2005 restricts the exercise of their powers.
 - d. When the attorneys can exercise those powers, including the need for the LPA to be [registered] before it is effective.
 - e. The scope of the assets the attorneys can deal with under the LPA.
 - f. The power of the donor to revoke the LPA when he has capacity to do so.
 - g. The pros and cons of executing the particular LPA and of not doing so."
16. The process of creating ("executing") an LPA does not involve a 'best interests' decision by anyone. The donor is making a capacitous decision, and their choice of attorney(s) may therefore be as 'wise' or not as any other capacitously-made decision. However, there are some constraints in the system:
 - a. the authority which is conferred by the donor when executing a lasting power of attorney is not unlimited. The attorneys are constrained by any specific

conditions or restrictions which the donor chooses to set out, and also by provisions of the Act, in particular (but not exclusively) the principles of section 1 and the ‘best interests’ considerations of section 4 – **section 9(4)(a) and (b) of the Act**;

- b. a lasting power of attorney ‘is not created’ unless it meet specified requirements as to form and process. In particular, it must be made in accordance with Schedule 1 of the Act - **section 9(2)(b) of the Act**;
 - c. an instrument is not made in accordance with Schedule 1 unless it is in the prescribed form, it complies with paragraph 2 (requirements as to content), and ‘any prescribed requirements in connection with its execution are satisfied’ – **paragraph 1(1) of Schedule 1 of the Act**;
 - d. an instrument which purports to create a lasting power of attorney but does not comply with s9, s10 or Schedule 1 of the Act ‘confers no authority’- **section 9(3) of the Act**
 - e. the Court of Protection has jurisdiction to determine whether the requirements for valid creation of a lasting power of attorney have been met – **section 22(2)(a) of the Act**;
 - f. if the Court determines that the requirements for creation of a lasting power of attorney were not met, the Court *must* direct the Public Guardian to cancel the registration of the instrument – **paragraph 18(a) of Schedule 1 of the Act**.
17. Central to these proceedings is the requirement, pursuant to **paragraph 2(1)(e) of Schedule 1 of the Act**, that the instrument includes –
- “a certificate by a person of a prescribed description that, in his opinion, at the time when the donor executes the instrument -
- (i) the donor understands the purpose of the instrument and the scope of the authority conferred under it,
 - (ii) no fraud or undue pressure is being used to induce the donor to create a lasting power of attorney, and
 - (iii) there is nothing else which would prevent a lasting power of attorney from being created by the instrument.”
18. The person who provides the required certificate is referred to, unsurprisingly, as the ‘certificate provider.’ The **Lasting Powers of Attorney, Enduring Powers of Attorney and Public Guardian Regulations 2007** (“the Regulations”) specify who may discharge this role:

“8 Persons who may provide an LPA certificate

- (1) Subject to paragraph (3), the following persons may give an LPA certificate –
 - (a) a person chosen by the donor as being someone who has known him personally for the period of at least two years which ends immediately before the date on which that person signs the LPA certificate;
 - (b) a person chosen by the donor who, on account of his professional

skills and expertise, reasonably considers that he is competent to make the judgments necessary to certify the matters set out in paragraph (2)(1)(e) of Schedule 1 to the Act.

19. For convenience, I shall refer to the matters which have to be certified, as set out at paragraph (2)(1)(e) of Schedule 1 to the Act and paragraph 18 above, as “**the certificate provider judgments**”.
20. The wording of Regulation 8(1)(b) causes me to pause. Whose ‘reasonable consideration’ of competence is required? Is it the choosing donor, or the person who is chosen? After careful consideration, I am satisfied that it is the latter: the ‘who’ refers to ‘the person chosen’. There is no other part of making a lasting power of attorney which imposes on the donor any requirement to act ‘reasonably’, and reasonableness is not an inherent part of capacitous decision-making. On the other hand, it is sensible to expect reasonableness from a person holding out ‘professional skills and expertise.’ The OPG has clearly understood the regulation this way, and I agree.
21. So, the required elements of Regulation 8(1)(b) are as follows:
 - a. the donor chooses the certificate provider;
 - b. the certificate provider must *reasonably* consider *himself* competent to make the certificate provider judgments; and
 - c. that reasonableness must be ‘on account of’ the certificate provider’s *professional skills and expertise*.
22. To be clear, this understanding of Regulation 8(1)(b) means that there is no expectation on the donor to check or verify the skills or expertise which the potential certificate provider holds out. The donor is entitled to rely on the potential certificate provider’s own self-assessment of suitability.
23. Regulation 8 then proceeds by giving examples of professions which satisfy paragraph (1)(b) and expressly disqualifying persons of specified relationships to the donor:
 - “(2) The following are examples of persons within paragraph (1)(b) –
 - (a) a registered health care professional;
 - (b) a barrister, solicitor or advocate called or admitted in any part of the United Kingdom;
 - (c) a registered social worker; or
 - (d) an independent mental capacity advocate.
 - (3) A person is disqualified from giving an LPA certificate in respect of any instrument intended to create a lasting power of attorney if that person is –
 - a. a family member of the donor;
 - b. a donee of that power;
 - c. a donee of –
 - i. any other lasting power of attorney, or
 - ii. an enduring power of attorney,which has been executed by the donor (whether or not it has been

- revoked);
 - d. a family member of a donee within sub-paragraph (b);
 - e. a director or employee of a trust corporation acting as a donee within subparagraph (b);
 - f. a business partner or employee of –
 - i. the donor, or
 - ii. a donee within sub-paragraph (b);
 - g. an owner, director, manager or employee of any care home in which the donor is living when the instrument is executed; or
 - h. a family member of a person within sub-paragraph (g).
- (4)”

24. The disqualified relationships may be seen as a ‘bottom line’ – persons with these connections to the donor are *definitely not* appropriately placed to act as certificate provider ie Regulation 8(3) limits the range of persons who can satisfy Regulation 8(1)(a). In contrast, the “examples” of persons within Regulation 8(1)(b) are an *illustrative range* of persons whose professional skills and expertise make it reasonable for them to consider themselves competent to make the certificate provider judgments. The ordinary understanding of “examples” makes clear that the list in Regulation 8(2) is not intended to be exhaustive ie there is room left for others not expressly included. However, the examples given suggest an expectation of membership of a regulated profession or experience with health or incapacity issues.

25. The ‘certificate’ to be completed is section 10 of the prescribed form. It fills a single page, and sets out – for the ready assistance of anyone contemplating its completion – much of the framework established by Regulation 8:

- a. there are nine lines of information narrative:

‘The ‘certificate provider’ signs to confirm they’ve discussed the lasting power of attorney (LPA) with the donor, that the donor understands what they’re doing and that nobody’s forcing them to do it. The ‘certificate provider’ should be either:

- someone who has known the donor personally for at least 2 years, such as a friend, neighbour, colleague or former colleague
- someone with relevant professional skills such as the donor’s GP, a healthcare professional or a solicitor

A certificate provider **can’t** be one of the attorneys.’

- b. then there is the ‘Certificate Provider’s statement’:

‘I certify that, as far as I am aware, at the time of signing section 9:

- the donor understood the purpose of this LPA and the scope of the authority conferred under it
- no fraud or undue pressure is being used to induce the donor to create this LPA
- there is nothing else which would prevent this LPA from being created by the completion of this instrument

By signing this section I confirm that:

- I am aged 18 or over
- I have read this LPA, including section 8 ‘Your legal rights and responsibilities’
- there is no restriction on my acting as a certificate provider
- the donor has chosen me as someone who has known them personally for at least 2 years **OR**
- the donor has chosen me as a person with relevant professional skills and expertise.’

c. and finally, there is a reminder of limitations on certificate-providing:

‘**Restrictions** – the certificate provider must not be:

- an attorney or replacement attorney named in this LPA or any other LPA or enduring power of attorney for the donor
- a member of the donor’s family or of one of the attorneys’ families, including husbands, wives, civil partners, in-laws and step-relatives
- an unmarried partner, boyfriend or girlfriend of either the donor or one of the attorneys (whether or not they live at the same address)
- the donor’s or an attorney’s business partner
- the donor’s or an attorney’s employee
- an owner, manager, director or employee of a care home where the donor lives

d. the section *starts* with a warning, emphasised by an exclamation mark graphic: “! **Only sign this section after the donor has signed section 9.**”

26. This warning relates to another section of the Regulations, which stipulates the order in which the various stages for valid creation of an LPA must be undertaken:

“9 Execution of instrument

- (1) An instrument intended to create a lasting power of attorney must be executed in accordance with this regulation.
- (2) The donor must read (or have read to him) all the prescribed information.
- (3) As soon as reasonably practicable after the steps required by paragraph (2) have been taken, the donor must –
 - (a) complete the provisions of Section 1 to 7 of the instrument that apply to him (or direct another person to do so); and
 - (b) subject to paragraph (7), in the presence of a witness –
 - (i) sign Section 9 of the instrument if the instrument is intended to create a lasting power of attorney for property and financial affairs (Form LP1F); or
 - (ii) sign Sections 5 and 9 of the instrument if the instrument is intended to create a lasting power of attorney for health and welfare (Form LP1H);
- (4) As soon as reasonably practicable after the steps required by paragraph (3) have

been taken –

- (a) the person giving an LPA certificate,
- (b) ...

must complete the LPA certificate at Section 10 of the instrument and sign it.

- (5) As soon as reasonably practicable after the steps required by paragraph (4) have been taken –

- (a) the donee, or
 - (b) if more than one, each of the donees,

must read (or have read to him) all the prescribed information.

- (6) As soon as reasonably practicable after the steps required by paragraph (5) have been taken, the donee or, if more than one, each of them –

- (a) must complete the provisions of Section 11 of the instrument that apply to him (or direct another person to do so); and
 - (b) subject to paragraph (7), must sign section 11 of the instrument in the presence of a witness.

....”

- 27. So, the steps to creating an LPA are clear and the order in which they are to be taken is mandatory: the donor’s parts first, then the certificate provider’s part, finally the donee’s part.

E. How Mr. Cornford came to act as certificate provider

- 28. There is no requirement or opportunity at section 10 of the prescribed form to indicate *which* of the two possibilities of Regulation 8(1) underpins the choice of certificate provider – whether the donor chose them as a person ‘known to [the donor] personally for a period of at least two years’ or because of their ‘professional skills and expertise.’

- 29. In the matter of MH, there is no suggestion that Mr. Cornford knew MH personally. The undisputed evidence, given orally by EH, is that she saw Mr. Cornford at a stall on Bicester Market. She asked him lots of questions and, being satisfied with the answers, they agreed for Mr. Cornford to meet MH.

- 30. So, for MH, Mr. Cornford’s suitability to act as certificate provider undisputedly depends upon him satisfying the requirements of Regulation 8(1)(b) – that, on account of his professional skills and expertise, he reasonably considered himself competent to make the certificate provider’s judgments.

- 31. The situation is less clear cut for AR and HR:

- a. Mr. Cornford’s initial contention [152] was that AR “was a personal friend who I had known for over two years, we played golf together on many occasions...”; and [339] “I had known P (*sic*) for more than two years personally.”
 - b. AR’s position was notably more reserved. In oral evidence he did not agree when Mr. Cornford put it to him that he was a ‘friend’ – ‘more of an acquaintance..., played a few games of golf together, ... a good acquaintance.’

He described becoming ‘interested’ when Mr. Cornford ‘said he’d become an estate planner’ because he (AR) had been doing some research into trusts. When Mr. Cornford suggested that he could provide a package of a will, trust and lasting powers of attorney, that’s what they agreed to do. An invoice was subsequently submitted for the trust (which was not in fact progressed) but the invoice made no mention of the LPA. Mr. Cornford suggested that this confirmed his involvement in the LPA was ‘as a friend’ but AR’s evidence was that he saw the charging “as a package” without taking much notice of which individual parts were expressly referenced in the invoice. He did not see any absence of specific charge for the lasting powers of attorney as Mr. Cornford acting in that regard “as a friend.”

32. Regulation 8(1)(a) does not concern itself with *how* a certificate provider is ‘known personally’ to a donor – it is not a requirement of ‘friendship.’ What matters is why the donor chose the certificate provider. On this point, I prefer the evidence of AR. I am satisfied that, cordial though relations were, AR and HR were all times treating Mr. Cornford’s involvement in the process of executing their LPAs as a matter of his business (and in that sense ‘professional’) skills and activities. Sadly, in so far as Mr. Cornford perceived underlying ‘friendship’, his perception struck me as somewhat aspirational, rather than real. Mr. Cornford himself, albeit reluctantly, appeared to accept RC’s evidence too. So again, in respect of the LPAs of AR and HR, Mr. Cornford’s eligibility to act as certificate provider depends upon him satisfying the requirements of Regulation 8(1)(b).
33. My conclusion that all of the three donors in the current proceedings chose Mr. Cornford to act as ‘professional’ certificate provider, rather than on the basis of personal acquaintance, is consistent with Mr. Cornford’s own evidence on his working practices. I record that evidence here, mindful of the possibility of further applications to follow from this judgment. When asked how long he had known donors, Mr. Cornford’s response was “Mostly only a short time. I acted as their instructed will writer/estate planner as per my training. Always following an initial meeting either in person or via a remote meeting platform such as Zoom.” [F704] It is clear that Mr. Cornford was *generally* considering himself competent to make the certificate provider judgments.

F. These proceedings

34. The issues raised in these proceedings first came to the attention of the Court of Protection because one of its regional judges, sitting in another jurisdiction, had concerns. Following determination of the case of *Signance Ltd. v. Trusted Wills & Estate Planning Ltd* J1QZ6E98, a judge of the County Court sent an e-mail in the following terms:

“I write to you in your capacity as Senior Judge of the Court of Protection. On 16.2.23 I heard a civil claim which concerned me. As I am authorised to hear Court of Protection cases I felt obliged to make you aware of the circumstances.

The case was between two small limited companies as above. At the material times the Defendant had two directors being Robert Clive Cornford and David Gerald Slora. I know nothing about Mr Slora and he did not appear in court. There was a consultancy agreement between the companies. In due course the

Claimant found out about Mr Cornford's past and promptly terminated the agreement. The information was also disclosed to at least one third party. The Defendant then refused to pay the Claimant's invoices and the debt which was the subject of the civil case. Bearing in mind the issues in the case I had both witnesses swear in, hence everything said was under oath. As you would expect the trial was recorded.

In 2013 Robert Clive Pannell was convicted of defrauding a company and creditors and sentenced to 5 years imprisonment. He was disqualified as a director for 7 years. In 2016 he gave an undertaking to the Insolvency Service not to be a director for 13 years, ie until 2029; this is recorded on Companies House website under reference INV4161061. At some stage after his conviction he changed his surname to Cornford. He has been a company director in breach of the order and the undertaking. He resigned as director of the Defendant company, MTW Mortgage Claims Ltd and My Trusted Wills and Estate Planning LLP on 19 December 2022, quite probably due to the Claimant's actions. At the date of the trial on 16.2.23 he was still a shareholder in the Defendant company.

The business of the Defendant company included drafting wills and LPAs and setting up trusts, further details can be seen on the website mytrustedwills.co.uk. I am told Mr Cornford has neither been personally appointed as executor nor attorney as part of his trade. I am inclined to believe this as the claimant confirmed it and I believe her to be honest. However having seen the Terms of Business on the Defendant's website I see the Defendant company can be appointed as executor and trustee; I admit to not asking this question during the trial. I accept will writing and preparing LPAs is completely unregulated, however uncomfortable the concept may be in these circumstances. It troubles me to think of a convicted fraudster visiting clients including the old and vulnerable and quite probably being given details of all their assets. To my mind such a person is not fit to advise on either the disposal of such assets on death and even less to act as executor (even if by a limited company). I have similar concerns regarding advising on the granting the power for others to deal with assets via an LPA. The prospect of his involvement in Health and Welfare LPAs is no more appealing.

Mr Cornford has most definitely been providing certificates for LPAs as confirmed during the trial. The persons who may provide such a certificate are set out in Lasting Power of Attorney, Enduring Power of Attorney and Public Guardian Regulations 2007, Regulation 8. I have grave doubts whether Mr Cornford falls within Reg 8(2) as a person "who, on account of his professional skills and expertise, reasonably considers that he is competent to make the judgments necessary...". The examples of such people in Reg 8(2) all have proper professional qualifications. Moreover MCA Schedule 1 para 2(e)(ii) requires a certificate provider to guard against fraud and undue pressure. The clear implication is that the certificate provider should be a proper and fit person. To my mind without a reliable certificate the whole LPA process falls down. It is troubling that Mr Cornford has provided certificates, and for all I know may continue to do so. It is perhaps surprising Regulation 8(3) does not include persons of an unsavoury background as being disqualified to provide

certificates.”

35. In response to this e-mail, on 4th March 2023 I made an order [678] – in which the full text of the e-mail is set out - ‘of the court’s own motion’ directing the Public Guardian to file a report pursuant to section 49 of the Mental Capacity Act 2005 addressing:
- a. whether the Office of the Public Guardian is able to identify from the register of deputyships and attorneyships, any matters in which Robert Clive Cornford aka Robert Clive Parnell or any person employed by or associated with Trusted Wills & Estate Planning Ltd has:
 - i. been appointed as deputy either for property and affairs or for health and welfare;
 - ii. been appointed as attorney either for property and affairs or for health and welfare;
 - iii. been appointed as trustee or executor;
 - iv. acted as certificate provider;
 - b. if any such matters can be identified, a schedule of all such matters identifying the protected person or donor by initials and case number only, and the nature of the involvement of Robert Clive Cornford aka Robert Clive Parnell or any person employed by or associated with Trusted Wills & Estate Planning Ltd;
 - c. the Public Guardian’s views as to whether Robert Clive Cornford aka Robert Clive Parnell is an appropriate person to hold the appointments or execute the function identified in (a) above;
 - d. the Public Guardian’s proposals for addressing concerns raised in response to (c) above in respect of each involvement identified in response to (b) above.
36. The Public Guardian duly filed a report by Helen Journaux (Head of Risk, Assurance and Governance) dated 12th April 2023 [681]. The report identified matters in which Mr. Cornford was known to have been involved in various capacities, and set out steps which would be taken by the Office of the Public Guardian.
37. On 17th April 2023 I made a further order [698] which noted, at recital 2, that no further order was considered necessary in light of steps which the Office of the Public Guardian proposed to take; and concluded the ‘own motion’ proceedings.
38. The Public Guardian subsequently made the current applications:
- a. in respect of AR’s instrument, by COP1 dated 11th July 2025 [4];
 - b. in respect of HR’s instrument, by COP1 dated 11th July 2025 [211];
 - c. in respect of MH’s instrument, by COP1 dated 11th July 2025 [377]
39. Mr. Cornford filed COP5 Acknowledgments objecting to each application:
- a. in respect of AR, dated 19th September 2025 [47] and also 10th October 2025 [60];

- b. in respect of HR, dated 13th March 2026 [245];
 - c. in respect of MH, dated 12th September 2025 [407], 19th September 2025 [411] and 17th October 2025 [415].
40. After the suspension of MH's LPAs but before the issue of the interim deputyship order, EH [399, 1st September 2025] and JA [403, 2nd September 2025] both filed COP5 Acknowledgments, confirming their wish to be appointed as deputies. The wording at box 3.2 is similar in each COP5. Mr. Cornford sought to suggest that there was something sinister in this. I do not agree. It is apparent, because they say so expressly ("the invalidation of the LPAs leaves my father without a legally appointed attorney. My sister and I..."), that EH and JA filed these COP5 Acknowledgments in response to the suspension order and after consulting each other. There is nothing improper in that.
41. The three applications initially proceeded separately but by February 2026 they had all been referred to me. On 12th February 2026 I made a single order [651] which:
- a. provided that the three matters be heard together, but not joined;
 - b. listed a directions hearing on 22nd April 2026.
42. Mr. Cornford attended the directions hearing on 22nd April 2026 in person. Directions were given [659] providing for final evidence and listing of this hearing.

G. The factual background

43. For clarity I have set out in a schedule to this judgment a chronology of the relevant events and dates which now fall to be considered.

Conviction

44. It is a matter of public record that the respondent to these proceedings has been convicted of fraudulent trading contrary to section 993(1) of the Companies Act 2006 [F730]. The offences took place between 22nd January 2009 and 29th March 2012. At St Albans Crown Court on 6th December 2013 His Honour Judge Warner sentenced Mr. Cornford to 5 years' imprisonment and disqualified him from being a director for 7 years following completion of sentence. [80]
45. A conviction for fraud is 'spent' from the end of the period of 7 years beginning with the day on which the sentence is completed. It has been confirmed to the Office of the Public Guardian by His Majesty's Prison and Probation Service [87] that Mr. Cornford's sentence was completed on 21st November 2018, so his conviction is 'spent' with effect from 21st November 2025.
46. Mr Cornford now accepts that he subsequently gave a further undertaking not to act as a Director before 2029.

Change of name

47. At the time of his conviction, the respondent to these proceedings was known as Robert Parnell. He assumed the name of Robert Cornford by deed on 22nd July 2016 [567]. At that time, his sentence was not yet completed and his period of disqualification had not yet expired.

Directorships

48. The s49 report of the OPG sets out [687], using information from Companies House, that Mr. Cornford was appointed to the following company directorships in his new name *after* his conviction and *during* the period of his disqualification:

- a. **My Trusted Wills and Estate Planning Limited**: from 11th August 2020 until 19th December 2022;
- b. **MTW Mortgage Claims Ltd**: from 21st October 2021 until 19th December 2022.

Post-conviction

49. Mr Cornford's account is as follows:

- a. [151] "Yes, I do have a conviction, I made an error (Aa (*sic*) big one), however, at 53 years old I was shocked to the core but accepting of the verdict (though it was by majority not unanimous). I showed total remorse during my sentence. The reason for changing my name to that of my wife's (*sic*) (under agreement with the Probation Service) is that I was embarrassed, I felt and still do that I let my late Mother and Father down and I besmirched the family name of Pannell. I wanted to draw a line under that part of my life, learn my lesson and start to live a life that I could consider my late Mother and Father would be proud of me for."
- b. [583] "When I was released from prison I face (*sic*) many challenges, the home that I had lived in with my wife had been repossessed. My wife has been turned out onto the street with all services not offering any meaningful help for her. Our marriage suffered because of this and I had a very difficult job to hold onto it. I had to deal with the experiences I had witnessed while in prison and try to find employment (at the age of 56 and having a criminal record proved almost impossible)."
- c. [orally] his change of name was not motivated by wish to hide his identity. He was informed by his Probation Officer that his conviction would always be traceable through his National Insurance number. He had a sense of having muddied his family name. He wanted to draw a line under that, and so took his wife's name to demonstrate that he was 'only to do good.'
- d. [orally] "it was not that I forgot about the undertaking. I wasn't aware of it. I was presented with documents. I signed everything. Whether I read them, I can't confirm. If I did read them, I didn't understand them..... With hindsight I shouldn't have allowed [the directorships] to happen. It wasn't done purposely to disregard the second disqualification."

50. After his release from prison Mr. Cornford took up a role as “a self-employed will writer/estate planner” [703, in an e-mail to the OPG investigator timed at 17.16 on 10th July 2023]. In respect of this role his account is as follows:
- a. [703] “The Will Writing Partnership is where I started my will writing & estate planning career and they provided my initial & ongoing training”;
 - b. [F703-4] “I underwent extensive initial and ongoing training from The Will Writing Partnership. They are members of The Society of Will Writers and as such carry out training to the standards set out by the Society. I have continuous CPD which amounts to an average of 3 hours per week. I have attached a number of certificates...”
51. In so far as Mr. Cornford relies on the training he received from The Will Writing Partnership to demonstrate ‘professional skills and expertise’ for the purposes of Regulation 8(1)(b), I note that the certificates he provided [707 – 713] indicate a total of 33.5 hours of ‘basic estate planning’ and CPD training plus a ‘Foundation Course - Post Course’, between 23rd October 2019 and 25th May 2023. This is not nothing but is clearly significantly less than what is normally to be expected of professionals in the examples of Regulation 8(2).
52. In so far as Mr. Cornford relies on a ‘kitemark’ of his association with both The Will Writing Partnership and The Society of Will Writers, I note Mr. Cornford’s account that he has tried, but been unable, to file evidence from each:
- a. an e-mail from Anthony Brinkman of The Will Writing Partnership to Maziar Malakouti of the OPG, timed at 10.33 on 5th July 2023 [158], confirms that he (Mr. Brinkman) did conduct the training for Mr. Cornford; but
 - b. by e-mail timed at 08.20 on 30th April 2026 sent to Mr. Cornford, Mr. Brinkman has said that he is “not prepared to provide a witness statement or respond to the questions on a voluntary basis. If the Court requires any evidence from me, I will of course respond to any formal direction or order in due course”; and similarly
 - c. a statement filed on behalf of the Public Guardian exhibits various e-mails from Anthony Belcher, whose e-mail footer describes himself as ‘Managing Director’ of the Society of Will Writers; but
 - d. by e-mail timed at 10.13 on 30th April 2026, Anthony Belcher acknowledged receipt of a request for a statement and an accompanying list of questions but setting out his position that “Before I can consider this request or provide any formal response, I require sight of the direction or court order issued by Judge Hilder. It is necessary for me to review the specific directions and the scope of the permission granted by the Court before proceeding further. Once I have had the opportunity to review, I will be in a position to determine the appropriate next steps. In the meantime, please note that I am unable to provide answers to the questions raised or engage in further discussion on this matter.”

(Mr Cornford’s statement dated 12th May 2026 does in fact include a “request (if appropriate)” [665] for a summons for Mr. Belcher’s attendance at the final hearing but,

in absence of any formal application, this ‘request’ did not come to my attention until the morning of the hearing, when it was not pursued.)

53. So, the information before the Court from The Society of Will Writers is merely by way of e-mail communications, without any statement of truth and without any testing by cross-examination. That information is as follows:
- a. “The purpose of The Society of Will Writers is to promote the need for estate planning to the public, and vet practitioners through stringent entry and ongoing requirements. ...fraud is something which is not in-line with the SWW’s values, and certainly not the standards we set for our membership. Applicants that we believe would stand to bring the reputation of SWW, our membership, and the profession into disrepute, certainly where it is found they have committed fraud, would not be permitted to become members, just as an active member found committing fraud would be expelled for the same reasons.” - e-mail from Antony Belcher to Bithiah Kemp of the OPG timed at 15.33 on 23rd January 2025 [742]
 - b. The Society “do[es] conduct extensive due diligence to each applicant, with declarations on our application form for unspent criminal convictions and other reasons which may have an impact on our decision to admit them as a member” - e-mail from Antony Belcher to Bithiah Kemp of the OPG timed at 15.33 on 23rd January 2025 [742]
 - c. However, the Society “wouldn’t require applicants to disclose spent convictions. I appreciate this means we would only be likely to find out about such a conviction should the applicant be completely transparent with us, or, through the other checks we conduct.” Applicants for membership are not required to provide details of previous names: “applicants provide us with their details at the time they apply.” - e-mail from Antony Belcher to Bithiah Kemp of the OPG timed at 11.08 on 3rd February 2025 [746]
 - d. Mr. Cornford was a member of that Society from June 2020 until January 2023 - e-mail from Antony Belcher to Maziar Malakouti of the OPG timed at 15.33 on 23rd January 2025 [735];
 - e. Mr. Cornford “decided to cancel his membership of that Society rather than comply with recommendations handed to him as a result of an investigation into a consumer complaint” – e-mail from Antony Belcher to Maziar Malakouti of the OPG timed at 15.33 on 23rd January 2025 [735];
54. Given that the period of Mr. Cornford’s membership of The Society of Will Writers was *after* his conviction and entirely *within* the period before that conviction was ‘spent’, it is perhaps trite to observe that the ‘purpose’ of the Society as avowed by Mr. Belcher is clearly not being achieved. Mr. Cornford’s account is yet more dispiriting: that he was neither asked about convictions nor given a form to complete when he joined the Society as an affiliate member, and that he subsequently “confirmed [his] conviction to Anthony Belcher in a face-to-face meeting and my membership was not cancelled.” [152]

H. The first issue: Mr. Cornford's suitability to act as certificate provider

The Public Guardian's position

55. The Public Guardian considers that the factual background of conviction and disqualification render Mr. Cornford ineligible to act as certificate provider, because they demonstrate "extremely poor judgment and a disregard for law" [87]. Mr. Cornford's "apparent disregard for his own fraudulent actions prior to being convicted in 2013, the fact that [he] changed his name following his convictions, [his] disregard for his disqualification, and his willingness to continue to breach undertakings", mean that he could not reasonably have believed that he was competent to act as a certificate provider.

Mr. Cornford's position

56. Mr. Cornford does not accept that the circumstances of and around his conviction put him outside the scope of Regulation 8(1)(b):
- a. [190] "the law states that I have paid 'my debt' and should be allowed to rebuild my life. My conviction should not mean that I can not act as a Certificate Provider. In doing so, I acted in the Donor's best interests (this is a foundation of anyone acting for a donor under a LPA.) By this I mean that I did not charge for this service where other 'Professionals' would have charged a fee.'";
 - b. [190] "In fact the law states that there is no requirement on me to declare my conviction unless asked directly... The fact that I do have a conviction which is served does not stop me from acting to help 'P' in creating his LPAs."
 - c. [585] "I was earning (*sic*) a living in a self-employed role as such it was my profession, this makes me a professional."
 - d. [73] When acting as a certificate Provider he acted as "Professional, but unlike solicitors/health care professionals we have not and will not charge for the service of certificate provider, it is my belief that our approach is in the 'Donor's Best Interests'. We also offer a No Fee advanced directive when we are instructed on Health and Welfare LPAs as again it is my belief that this is also in the 'Donor's best interests'.
 - e. [orally] in closing submissions Mr. Cornford suggested that "somebody who has a conviction for fraud is possibly very well placed to judge, to decide if something is happening that should not." He pointed out that the Act and Regulations do not list someone with such conviction amongst those disqualified to act as certificate provider.
57. Mr. Cornford does not accept that holding directorships when disqualified from doing so puts him outside the scope of Regulation 8(1)(b):
- a. [151] "I made a mistake in allowing myself to be registered as a director, however I did not represent myself as a director.... The company I represented was My Trusted Wills and Estate Planning not the limited company."
 - b. [188] "... following being released from my prison sentence, I was suffering from Mental Health issues. I was given a lot of papers to be signed and rightly

or wrongly I now realise that I [a]greed to a further ban for becoming a director. It was a mistake and as soon as I received communication from Companies House I stepped down.”

- c. [583] “I was on the verge of a breakdown and my mental health was destroyed. I signed many papers without being able to afford professional advice, in most cases I did not know what I was signing and the implications. I checked as much as I could that I was doing the right things, but with the passage of time I have now discovered what papers meant. On learning that I should not have been filed as a director I immediately resigned.”

- 58. Mr. Cornford does not accept that his change of name was intended to, or did, facilitate concealment of his conviction from persons to whom knowledge of it would be relevant.

Discussion

- 59. My impression of Mr. Cornford was that he was well-presented and courteous, such as might lead a person to repose trust in him. He was certainly keen to justify himself, falling occasionally into belligerence, but this seemed to me to be a misguided attempt to adopt a style of litigation learned in a very different kind of court. It stopped when he was called to order. His most outlandish suggestion, that Mr. McQuade’s role at the OPG included a ‘performance based bonus, based on a target set for rejections and a cost centre set up for such recharges”, was hastily withdrawn when it was pointed out to him that such a serious allegation required some evidential basis. More often, Mr. Cornford’s demeanour actually suggested a degree of vulnerability. I do not doubt the authenticity of Mr. Cornford’s shock at his custodial sentence, or of his expressed fear that these proceedings may lead to his return to prison. (I have assured him that this is unlikely.) Overall I observed a significant dissonance between how Mr. Cornford sees himself, and what his criminal record indicates about him.
- 60. The Public Guardian contends that Mr. Cornford has been ‘evasive’ about his conviction, including at the hearing, and as to how the Society of Will Writers came to know about it. Under cross-examination, his explanation was convoluted but first he gave the impression that he disclosed the information voluntarily, only later accepting that a complaint had been made which included information about the conviction, and his conversation with Mr Belcher was part of responding to that complaint. In my view the Public Guardian’s assessment of his evidence in this regard is accurate.
- 61. It was clear to me that Mr. Cornford was very aware at the time of the ‘advantages’ of not having to make a written application to the Society of Will Writers for the kind of membership which he first took up - there was not a point where he was directly required to answer a question about his criminal record. In my view, if the Society of Will Writers wishes to be taken seriously in its stated purpose, this procedural lacuna is an obvious matter to address. On the other hand, I acknowledge that Mr. Belcher did not explain the complaint in such engagement as he voluntarily gave to these proceedings, and he declined to engage formally when asked by Mr. Cornford. I place no weight on Mr. Belcher’s ‘evidence’.
- 62. Overall, it was clear to me that Mr. Cornford wishes to escape the consequences of his conviction for fraud. He did not volunteer information about his conviction either to the Society of Will Writers or when holding himself out to others as having some expertise in

matters involving judgment and trust. He did not say to AR, HR or MH anything along the lines of ‘I have this conviction. I’m trying to move past that but I tell you now so that you can make a fully informed decision about whether you want to instruct me to act as certificate provider.’ (Ms. Lloyd’s closing submissions confirmed that there was no evidence Mr. Cornford gave this information to any of the people for whom he acted as certificate provider.) Rather, Mr. Cornford made a judgment that LPA donors did not need to know this information. I consider that this reflects very poorly on his judgment as a certificate provider.

63. As far as I am aware AR and HR, who retain relevant capacity, have not been asked if they would have changed their choice of certificate provider had they known at the relevant time of Mr. Cornford’s conviction, but I infer from their consent to the Public Guardian’s applications that they are at least concerned about this information. And from his daughters’ position in these proceedings, I infer the same in respect of MH. Plenty of others have drawn equivalent conclusions:
 - a. the claimant in the civil proceedings against him (who ‘promptly terminated’ a consulting agreement on finding out about his conviction);
 - b. the complainant to the Society of Will Writers (which lead to Mr. Cornford resigning his membership);
 - c. the civil judge (who referred his concerns to the Court of Protection); and
 - d. the Public Guardian (who made these applications.)
64. I note that a conviction for fraud is very likely to be incompatible with any of the roles identified at Regulation 8(2) as ‘examples’ of persons who do come within Regulation 8(1)(b). It is reasonable to assume that the standards expected of exemplars should also inform the standards expected of others wishing to fall within Regulation 8(1)(b). In contrast, absence from the list of persons expressly disqualified from acting as a certificate provider does not positively imply suitability. The list at Regulation 8(3) focuses on connection to the donor, to address risks of conflict of interest, rather than characteristics required to come within Regulation 8(1)(b).
65. Fraud involves criminal dishonesty. In my judgment, a conviction for fraud is simply incompatible with acting in the role intended to provide some safeguard in respect of the serious matters involved in a certificate provider’s judgments.
66. Mr. Cornford’s suitability deficit is further compounded by his holding of directorships during a period of disqualification. His explanations of ‘mistake’, mental ill-health and stress may invite sympathy but they do not exculpate his actions. He was acting unlawfully in taking up directorships when he did. I agree with Ms Lloyd that Mr. Cornford’s attempts to respond to her questions on this issue were ‘evasive and contradictory.’ This is not conduct of a type reasonably to be expected of a person acting in the role intended to provide some safeguard in respect of the serious matters involved in a certificate provider’s judgments.
67. Moreover, in respect of Mr. Cornford’s ‘professional skills and expertise’ in respect of lasting powers of attorney, it has to be said that his own evidence is underwhelming:

- a. he has repeatedly sought to justify his actions as ‘in the best interests’ of persons in respect of whom he is certifying their capacity to make their own decisions, and refers to donors as ‘P’ – a failure to grasp the essential boundaries of ‘best interests’ decision-making which throws doubt on his competence to certify a donor’s understanding of critical matter;
- b. he refers to the wrong test of capacity for executing lasting powers of attorney (‘Banks v. Goodfellow’), and very superficial enquiries;
- c. he kept no contemporaneous records of his actions.

Conclusion

- 68. In my judgment, Robert Cornford could not *reasonably* have considered himself competent to make the judgments required of a certificate provider.
- 69. That conclusion is sufficient to conclude these proceedings. It means that the certificate which Mr. Cornford provided for each of the six instruments under consideration fails to meet the requirements of Regulation 2(1)(e). Therefore the instruments fail to meet the requirements of section 9(2) of the Mental Capacity Act 2025 and so fail to create valid lasting powers of attorney. I must therefore direct the Public Guardian to cancel their registration.
- 70. However, since I have heard argument on the Public Guardian’s other two concerns and mindful that these three applications have been made as ‘test’ cases on which other applications will depend, I will now go on to consider those other concerns.

I. The second issue: whether Robert Cornford did actually satisfy himself of required matters

- 71. To recap, as set out at paragraph (2)(1)(e) of Schedule 1 to the Act and paragraph 12 above, the certificate provider confirms that:
 - “(i) the donor understands the purpose of the instrument and the scope of the authority conferred under it;
 - (ii) no fraud or undue pressure is being used to induce the donor to create a lasting power of attorney, and
 - (iii) there is nothing else which would prevent a lasting power of attorney from being created by the instrument.”

The Public Guardian’s concern

- 72. The Public Guardian is concerned that Mr. Cornford has given only “generic answers” when asked how he satisfied himself of the specific requirements, and in reality he took no proper steps to consider the matters he purported to certify.
- 73. The Public Guardian points to the lack of any contemporaneous records of any steps taken by him when acting as certificate provider, and in particular AR’s evidence that, as a GP, he knew something about powers of attorney and so, when it came to creating his, “there was not much discussion” about it.

Mr. Cornford's account

74. Mr. Cornford's account is as follows:

- a. [338] he 'gave generic answers because all of the answers were the same.'
- b. [704] "I was trained to use the Banks v Goodfellow reference along with general discussions that required each donor to recall things from both recent and long term memory, this demonstrates capacity. If I was in any doubt, I have the ability to refer to a licenced organisation to check capacity on the day of the instructions and then day of signing by the donor (on 1 occasion capacity was in doubt so the forms were not completed.) Prior to the donor signing, I explained again the relevance of each Lasting Power of Attorney and checked their understanding."
- c. [704] as to considerations of pressure or undue influence, "This is through experience reading body language and that there was no one present that was answering for the donor who could be influencing them. I always ask the donor gently if this is their wishes... If it was a husband and wife or civil partners both would normally be present at the time of the fact find and the signing (*sic*). I always acted with caution to ensure no undue influence was being exerted."
- d. [724] as to contemporaneous records, "My training made it clear that there is no requirement to take meeting notes for LPA's, so non exist(*sic*).... I have now started using OTTER AI to record all remote and face to face meetings."
- e. [orally] "I'd known [AR and HR] for some time. I knew how close they were. .. not based on assumption, based on knowledge at the time. I was 100% confident that everything was fine." When meeting MH, they had "had at least 2 cups of tea. At the first one, both [MH's daughters] left. I spoke to MH and asked if he was under pressure."

Conclusion

75. Even on his own evidence, it is not possible for the Court to conclude that Mr. Cornford did actually satisfy himself of the matters required in the certificate provider's judgments. He does not claim to have explored with the donors their understanding of the purpose or scope of lasting powers of attorney.
76. It is of course necessary to retain a sense of proportionality. Reliance on his 'acquaintanceship' with AR and HR over a sustained period, knowing them both to be health professionals with a good level of understanding about lasting powers of attorney, is perhaps sufficient; but simply asking MH if he was under pressure, whilst his daughters were making a cup of tea close by, is too cursory. At best, Mr. Cornford made assumptions. More probably, he simply did not consider the substance of what he was certifying. He treated all cases as the same ('generic'), which is why he cannot give individual explanation of steps he took in respect of individual donors.
77. The absence of any contemporaneous records is, in my view, significant. All of the professionals given as examples in Regulation 8(2) would regard it as normal practice to keep a contemporaneous note of discussions underlying their decisions.

78. The impact of my conclusion on the second issue of these proceedings is limited in respect of each of the lasting powers of attorney actually under consideration: there is no argument that AR or HR in fact fell outside the matters which Mr. Cornford certified, it is not part of the Public Guardian's application that MH did either, and my conclusion as to the first issue in these proceedings already requires that registration of the LPAs is to be cancelled. However, more generally, the significance of the conclusion on this second issue of these proceedings should be to put beyond doubt that the OPG and the Court expect certificate providers to take their duties seriously, and to be able to demonstrate that they have done so.

J. The third issue: whether the process of execution complied with legal requirements

79. As set out in Regulation 9 and paragraph 26 above, the legal requirement is that the donor's parts are signed first, then the certificate provider's part, and finally the attorney's part. It is fairly obvious that the intended means of demonstrating that this process has been followed is completion of the 'date' box for each signature truthfully in the correct order.
80. AR 2001959301: in communications between AR and the Office of the Public Guardian, AR's account of how his prescribed form was completed has not been consistent:
- a. by e-mail timed at 17.20 on 12th May 2024 [F145] AR stated that "Yes, I did follow Mr. Cornford's advice that the date for each section of the LPAs could be added when all the signatures had been collected. There was no letter – from memory, this advice was given by word of mouth, or by telephone. The date on the LPAs (22/02/2021) was inserted by Mr. Cornford after all the signatures had been collected. It was the day that Mr. Cornford witnessed my signature on the LPAs."

This indicates that the donor and attorneys actually did sign the document on 22nd February 2021, but gives no information as to the order in which they did so or when the certificate was signed.

- b. subsequently, by e-mail timed at 08.45 on 12th June 2024 [F146] AR stated that "For clarification, I should add that Mr. Cornford witnessed in person my signature, [HR]'s, and [RC]'s on 22/02/2021. He witnessed [EH]'s signature on Zoom on 15/02/21, [TR's] signature on Zoom on 26/1/2021, and [GR's] signature on Zoom – precise date unknown."

This indicates that the stages of creating the LPA were not completed in the correct order:

- TR as replacement attorney signed first (26th January 2021)
- EH as replacement attorney signed next (15th February 2021)
- both the donor and the sole attorney signed on 22nd February 2021, but it is not clear which of them signed first on that day
- it is not stated when the other two replacement attorneys or the certificate provider signed.

- c. in formal statements, AR has given different accounts. He explains [195], in a joint statement with HR dated 10th May 2026, that “We ([AR] and [HR]) signed the four Lasting Powers of Attorney (LPA) documents on 14 January 2021. In a previous statement made by [AR] it was stated that we and [RC] had signed the LPAs on 22 February 2021. A review of the LPA documents has confirmed that this was the date assigned to [the documents] and was not the date the LPA documents were signed.... [RR] has confirmed that the signing...took place in person on 14 January 2021. Telephone messages between [AR] and [RC] on 14th January 2021 and in the preceding days confirm that the documents were signed on this date.... EH has confirmed that the Zoom call during which she signed [the documents] took place on 15 February 2021. [TR] has confirmed that he signed [the documents] on 27th January 2021. GR is not able to confirm a precise date for signing.”

This account allows the possibility that that the stages of creating the LPA were completed in the correct order, but does not expressly confirm it, and makes clear that it was not on the date stated in the instrument:

- the donor, the sole attorney and RR as replacement attorney all signed on 14th January 2021, but it is not clear in which order or at which point the certificate provider signed
- TH as replacement attorney signed on 27th January 2021
- EH as replacement attorney signed on 15th February 2021
- it is not known when GR as the other two replacement attorney signed.

- d. in his oral evidence, AR confirmed that he, AR and RC signed their LPAs on 14th January 2021, TR signed on 27th January 2021 and EH signed on 15th February 2021, each with Mr. Cornford witnessing remotely.

This account allows the possibility that that the stages of creating the LPA were completed in the correct order, but does not expressly confirm it or explain when Mr. Cornford as certificate provider signed. It makes clear that none of the signatures listed were entered on the date stated in the instrument.

81. HR 2002806301:

- a. by e-mail to the OPG investigator timed at 11.45 on 12th June 2024 [F332] HR confirmed that:
- ii. she followed Mr. Cornford’s advice when signing the LPAs;
 - iii. the dates for the signatures were inserted by Mr. Cornford on 22nd February 2021;
 - iv. Mr. Cornford was present when she signed.
- b. in a joint statement with AR dated 10th May 2026, she gave the information set out above at paragraph 14(d).

So, HR's account allows the possibility that the stages of creating the LPA were completed in the correct order but fails to confirm it, and makes clear that it was not on the date stated in the instrument.

82. MH 2001961201:

- a. by e-mail to the OPG investigator timed at 12.00 on 9th December 2024 [F528], EH has confirmed that she and JA “signed on 9th October at [JA]’s house with Mr. Cornford present and our father signed on 21st October at [8 CC] also with Mr. Cornford and [JA] present.”

This indicates that the stages of creating the LPA were not undertaken in the correct order, or on the date stated in the instrument.

Mr. Cornford disputes this account by EH. He says [585] that “[MH] signed his LPA pages prior to his attorneys. It was [MH]’s trust papers that he attended [8CC] to sign.” He has produced e-mail correspondence [599] proposing meetings on 12th, 20th, 21st or 22nd October, to which EH replied asking if the document could be posted “once dad has signed it.”

- b. in their written statements, the account of JA [602] and EH [608] is that the attorneys both met Mr. Cornford on 9th October (without MH being present), and MH signed both his will and the LPAs at a subsequent meeting on 21st October. E-mails exhibited [605] appear to confirm that the meeting on 9th October was when the attorneys signed the LPA.

This confirms the initial account of EH that the stages of creating the LPA were not undertaken in the correct order, or on the date stated in the instrument.

- c. in EH’s oral evidence she confirmed her belief that MH signed his LPA on 21st October 2020, by which time she and her sister had already signed as attorneys.

83. Mr. Cornford’s account is as follows:

- a. [152] “I conducted the dating of the Lasting Powers of Attorney in compliance with my training by Anthony Brinkman (managing director of The Will Writing Partnership Limited, Chair of the Professional Standards Board for the Society of Will Writers, Regional Charman (*sic*) of the Society of Will Writers and Tutor of the College of Will Writing).”
- b. [263] “I told the donor/their chosen attorney or witness of the signing and dating order. I also told them that the dates could be added when all signatures had been collected to avoid an even longer lead time with the already lengthy OPG registration delays and also potential additional registration fee’s (*sic*). There were some occasions where Do Not Date Stickers were applied...”
- c. [585] “... no dating is common practice as long as the correct signing order is adhered to.” Orally, Mr. Cornford confirmed that he was expecting The Will Writing Partnership administrative staff to add the dates.

- d. [orally] “If I’m in the presence of the donors, why wouldn’t I sign then?”
84. The Public Guardian’s position is that the six instruments under consideration were “all submitted to the OPG with incorrect dates”, and the evidence overall demonstrates that signatures were not applied in the correct order. In particular:
- a. there is no evidence as to when Mr. Cornford signed the instruments.
 - b. [581] “Given [Mr Cornford] held himself out to be a professional, ... a donor who had instructed him on their LPAs would interpret those stickers as clear instructions not to date the same and would more likely than not comply.”
 - c. Mr. Cornford accepted that the dates shown on the instrument were not the date of actual signing, and he further accepted that this meant it is not possible to tell from the instrument whether the relevant persons had signed in the required order.
 - d. There is no logical reason to adopt a practice of ‘Do Not Date’ stickers other than to facilitate signing in an order other than required by the Regulations.

Discussion

85. It is clear and undisputed that Mr. Cornford routinely told donors for whom he acted as certificate provider that the date could and would be added administratively at some point *after* the signatures had all been collected. He followed a practice of using ‘Do Not Date’ stickers. I agree with the Public Guardian that the only logical purpose of such an approach is to preserve the possibility of signatures being added in an order deemed convenient, as opposed to the order which meets the legal requirement. Inevitably, it means that Mr Cornford was knowingly submitting to the OPG – or allowing to be submitted by the administrative part of the organisation through which he worked – incorrect documents.
86. The donors and attorneys acknowledge that they went along with the ‘Do Not Date’ process, because they relied on the ‘expertise’ of Mr. Cornford – who was charging for the service, at least as part of a package.
87. That being the evidence, the Court cannot be satisfied that any of the instruments currently under consideration were executed in the correct order. In so far as the final account of AR and HR allows for the possibility of the correct order having been followed, the reliability of their account is undermined by earlier versions. In respect of MH, I prefer the account of his daughters to the account of Mr. Cornford, given that they did this process only once, whilst he is unable to produce any contemporaneous evidence to support his ‘generic’ answers and positively supported entering an entirely fictitious date for all signatures.
88. On the balance of probabilities, I conclude that the process of executing all six instruments currently under consideration failed to comply with the legal requirements of Regulation 9. Accordingly, pursuant to paragraph 18(a) of Schedule 1 of the Act, I must direct the Public Guardian to cancel their registration.

K. CONCLUSIONS

89. All three of the Public Guardian's concerns are well-founded.
90. In my judgment, given his conviction for fraud and his disqualification from acting as a director at the time when AR, HR and MH sought to execute lasting powers of attorney, Mr. Cornford could not reasonably have considered himself competent to make the certificate provider judgments. Therefore the certificate he provided fails to meet the requirements of Regulation 2(1)(e). Additionally, I am not satisfied that Mr. Cornford did actually satisfy himself of the matters required in the certificate provider's judgments; and I am satisfied on the balance of probabilities that none of the six instruments currently under consideration were executed as required by Regulation 9. Accordingly, the registration of all of them must be cancelled.
91. AR and HR, for as long as they retain capacity to do so, may simply execute new lasting powers of attorney if they so wish. The appointment of EH and JA as property and affairs deputies for their father MH should now be remade, on a final basis.

HHJ Hilder

Schedule 1:
ORDER OF EVENTS

22 nd January 2009 – 29 th March 2012	Period of offence of Fraudulent Trading
6 th December 2013	Sentenced in respect of conviction
22 nd July 2016	Change of name by deed poll
21 st November 2018	Sentence completed
11 th August 2020	Assumed directorship of My Trusted Wills and Estate Planning Ltd
21 st October 2021	Assumed directorship of MTW Mortgage Claims Ltd
19 th December 2022	Resigned directorships of My Trusted Wills and Estate Planning Ltd and MTW Mortgage Claims Ltd
4 th March 2023	‘Own motion’ order of the Court of Protection following referral from a judge of the County Court
11 th July 2025	Public Guardian’s COP1 applications
21 st November 2025	Conviction spent