BEFORE THE SOLICITORS DISCIPLINARY TRIBUNAL **Case No: 12729-2025**

IN THE MATTER OF THE SOLICITORS ACT 1974 (as amended)

BETWEEN:

SOLICITORS REGULATION AUTHORITY LIMITED

Applicant

and

NICHOLAS JACKSON

Respondent

RESPONDENT'S ANSWER

(NB. this Answer follows the numbering of the Rule 12 Statement)

1. Allegation 1.1 is denied, both in respect of parts (a) and (b)

1. –

(a) For the sake of complete accuracy, the 'person' certifying the documents was the legal entity – the firm, (which is called *Cullimore Dutton Solicitors Limited* (hereafter "*Cullimore Dutton*" or "*the firm*") not "*Cullimore Dutton Solicitors Limited LLP*" as the Rule 12 statement incorrectly gives its name). But the Respondent places no significance upon this technicality. It is accepted that for the purposes of these proceedings it is useful shorthand to say that "he" (the Respondent) certified the documents.

This part (a) of allegation 1.1 is denied because (i), it is not agreed that the Respondent had not seen the original documents, the matter file shows that he saw the originals on a WhatsApp video call, and (ii) nor did the Respondent certify that he had "*seen*" the original documents, and in fact he was expressly released from the obligation to do so by the lender's solicitors, and (iii) whether

or not the Respondent saw the original documents, there are other background facts and circumstances that made his certification of them proper.

(b) This part of allegation 1.1 is denied because the Respondent says he certified the documents in circumstances where it was right and proper for him to do so, and therefore his provision of the certified documents to the lender / lender's solicitors was also right and proper.

The Respondent denies that he has breached any or all of Principles 2, 4 and 5 of the SRA Principles 2019, and / or Paragraph 1.4 of the SRA Code of Conduct for Solicitors, RELs and RFLs.

Appendices and Documents

2. –

3. –

4. –

Professional Details

5. Agreed.

6. Agreed.

7. Agreed.

Background

8. Agreed.

9. Agreed.

10. Agreed.

11. Agreed.

12. Agreed.

13. Agreed.

In fact, the Respondent had acted for Person A, or his companies, multiple times over many years. It is also materially relevant that the Person A was personally known to key personnel at the lender (MS [redacted]) and to the lender's solicitors, Priority Law Limited, who have confirmed that they know Person A '*from numerous previous dealings over many years*' (Exhibit 1). In brief –

a. Priority Law Limited (hereafter 'Priority Law') and / or D[redacted] S[redacted] of Priority Law had acted for M[redacted] S[redacted] of MS [redacted] for years – the firm and the lender are both small organisations and they have close family ties.

b. Person A had been using bridging finance arranged by M[redacted] S[redacted] for years – and the key personnel at MS [redacted] and at Priority Law knew Person A well.

c. The SPV[1] companies used by Person A to buy and develop properties had been represented by the Respondent for years.

d. The Respondent and D[redacted] S[redacted] / Priority Law Ltd had worked together on bridging finance transactions for Person A's companies for years.

This was a transaction in respect of which *all* of the parties, and their representatives and key personnel, knew one another well, and had done business together for years.

[1] Special Purpose Vehicle

The close family ties referred to above are those of the S[redacted] Family. Mr M[redacted] S[redacted] (dob [redacted]) and Mrs A[redacted] S[redacted] (dob [redacted]) are the persons with significant control of MA[redacted] (company number [redacted]), which in turn owns MS[redacted] (company number [redacted]). The founder and CEO of MS[redacted] is also Mr M[redacted] S[redacted]

Meanwhile, Mr C[redacted] S[redacted] (dob [redacted]) is the person with significant control of Priority Law Ltd and Ms B[redacted] S[redacted] (dob unknown) and D[redacted] S[redacted] (dob unknown) are employed as practising solicitors at Priority Law Ltd. It is fair to say that the two organisations (MS[redacted] and Priority Law) are extremely closely connected via the S[redacted] family, with one entity providing the lending and the other doing the legal work to support the lending.

M[redacted] S[redacted] was formerly a senior individual at Together[redacted] (company number [redacted]) which was the bridging lender that Person A had always historically borrowed from. Person A effectively "followed" M[redacted] St[redacted] to MS[redacted] because the two men liked doing business with one another (Exhibits 5.1 and 5.2).

The important fact to note is therefore that Person A was personally known, and well known, to key personnel at both the lender and the lender's solicitors – they were his longstanding and trusted bridging finance contact, Mi[redacted] S[redacted] and his close relative, D[redacted] S[redacted][2]

14. Agreed, subject to what follows in the remainder of this Answer.

[2] It is not known what relation D[redacted] St[redacted] is to M[redacted] S[redacted], but they are clearly closely related.

Allegation 1

15. –

16. Agreed.

17. Agreed.

18. It is immaterial, but the email from Ms Fahmida Mustafa, legal assistant of Cullimore Dutton, to Person A, appears to be no more than a badly worded request for Company A's annual accounts. It reads –

> *Hi* [redacted]
>
> *Further to my email below please can you provide me with your statement of accounts for this year? They don't seem to be on companies house, and we require ID for the company for our files.*
>
> *Many thanks*

Obviously, there is no such thing as ID for a company. Ms Mustafa was presumably referring to the requirements of clause 2(iv) of the firm's *Terms and Conditions of Business* (page 5150 of Exhibit 2), which required company clients to provide the usual corporate information – certificate of incorporation, a list of directors, and such like (all of which can nowadays be easily obtained via the Companies House website), and / or to the firm's AML procedures which stated that "*filed audited accounts*" are one possible means of verifying a company's identity (paragraph 5.4.4 X16).

Read correctly, and in context, Ms Mustafa's email was not a request for [redacted] identification documents.

It is also noted that the firm's anti-money laundering procedures did not require personnel to obtain *any* form of identification for the beneficial owners of corporate

clients (the whole of paragraph 5.5 X17 – X19), which procedure is strikingly not in compliance with Regulation 28(4) of the AML regulations[3].

The Respondent could have asked for no identification documents whatsoever from Person A without in any way deviating from the firm's procedures. Mr. Hill makes much of his firm's diligent approach to anti-money laundering, but this glaring deficiency with the firm's procedures indicates that he may have overstated the position.

19. Agreed –

20. Agreed –

The Respondent was asked to provide a "*copy colour photo identification (passport/photocard driving licence) ... certified by your firm...*". Breaking that down –

Copy	It is common ground between the parties that the electronic documents provided were true copies of the authentic original documents. This has never been disputed by anybody.
Colour	It is common ground between the parties that the electronic documents provided were in colour. This has never been disputed by anybody.
Photo ID	It is common ground between the parties that the electronic documents provided were photographic ID. This has never been disputed by anybody.
Certified	It is common ground between the parties that the electronic documents provided were certified by the firm. This has never been disputed by anybody.

[3] The Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 692 of 2017

The Respondent had done exactly what he was asked to do by the lender's solicitors, and further –

The quotation in this paragraph of the Rule 12 Statement is followed by an important qualification, as follows –

> *Unless otherwise agreed by us in writing, you must have met with the individual(s) and seen the original documents yourself. Sole reliance on third party certification or electronic identity verification methods will not usually be acceptable.* (underline added for emphasis)

On 29 June 2022, Priority Law did agree in writing that the Respondent was not required to meet Person A or to see the identification documents himself. In an email timed at 12:11 (3943 of Exhibit 2), Mr. John Cutts of Priority Law said –

> *If your client... [is] unable to attend in person to sign then the security documents... may be signed during a video call...*

Priority Law has subsequently confirmed that Mr. Cutts meant, by "*security documents*", all of the documents required for the purpose of perfecting his client's security – including the identification documents of Person A, and not just the loan facility documents that were to be signed in the final lender meeting. For the avoidance of doubt, the loan facility documents were signed at a final lender meeting on 20 July 2022, and it is not disputed by the SRA that Person A physically attended and brought his identification documents with him.

Exhibit 3 is an email from Mr. Kirk-Blythe of Complex Legal Ltd to Mr. J[redacted] S[redacted] of Priority Law dated 28 November 2024 and timed at 18:00. In this email Mr Kirk-Blythe says –

> *We are just hoping that you will agree with us that his earlier undertakings letter was not misleading, and that you were not – in fact – misled by it (especially as*

> *John Cutts had emailed saying you would be happy with a video meeting (email from Laura Pollitt on 29 June 2022 at 12:11).*

The reply to this is Exhibit 1, specifically paragraph 3, which puts the matter beyond any doubt that Mr. Cutts had expressly agreed in writing that the Respondent did not need to meet Person A and did not need to see the original documents –

> *3. As part of our review we can also state however that we had no objection to the process being conducted in the manner that it was ultimately performed by your client. John took no offence nor did he feel misled by your client upon reading the full facts recited in your emails. Indeed as you state John had offered the more relaxed 'post-Covid' process that in fact appears to have been followed.* (underline added for emphasis)

It will be noted that Mr Kirk-Blythe's email specifically asked about the "*earlier undertakings letter*", not about the formal security documents that were signed on 20 July 2022. This was a specific reference to the Respondent's email of 6 July 2022 to Priority Law which is at the heart of these proceedings.

This is conclusive proof that Mr. Cutts had offered the more relaxed identification procedure that was in place during the Covid-19 pandemic, and that he never had any objection to the Respondent using that procedure. This evidence alone renders the entirety of the case against the Respondent unsustainable.

6 July 2022

21. The Respondent behaved perfectly properly in replying to the Pre-Loan Enquiries with "*Please find attached*". He had been asked to send copy colour photo ID that had been certified - and that is exactly what he done.

22. Agreed.

23. Agreed.

24. Agreed.

25. Agreed.

26. It is entirely orthodox in secured lending work for the certifying 'person' to be the firm and not the individual solicitor. The Pre-Loan Enquiries, quoted above, specifically require this – "*certified by your firm*". The reasons for this are obvious. If inauthentic documents are certified by an individual solicitor dishonestly then the lender will have no plausible 'target' to sue (as professional indemnity insurers may void cover).

27. It is not the Respondent's case that Person A attended the firm's offices on 6 July 2022.

The Respondent has only ever given that date as the date of Person A's attendance at the firm's offices because he was misled into doing so by the Investigating Officer at the SRA, see X146 and the summary at X148, which says –

> ***Eighthly**, Mr Jackson's diary entry for the 6 July 2022 is irrelevant. That date only ever arose because the Investigation Officer was concealing thousands of pages of documents. Either the Investigating Officer has always known that [Person A] attended on 20 July 2022 or he has not read the file. It is submitted that the Investigating Officer knew perfectly well that the lender meeting took place on 20 July 2022, but that he has decided to conceal this fact from the ADM and to submit Mr Jackson's diary entry from 6 July 2022 in order to deceive the ADM.*

The SRA's investigation has been a disgrace from start to finish. Nonsense allegations (literally - as in allegations that have no meaning) have repeatedly been made, correspondence hidden, evidence undisclosed, admissions coerced or tricked out of the Respondent, referrals to the Tribunal made and rescinded, allegation after allegation revised, amended and refined; abandoned, discontinued and revived.

The 'red herring' of the 6 July 2022 date is just one example of the complete abuse of process engaged in by the SRA throughout. On 24 June 2024, one week before the Respondent was due to respond to the SRA's second Notice recommending referral to

the Tribunal, the SRA disclosed (under pressure) 5,500 pages of evidence which the Respondent had never seen and which the SRA had had in its possession since January 2023. It was only upon receipt of that evidence that the Respondent was able to ascertain the date of his on-site meeting with Person A. That meeting took place on 20 July 2022, not 6 July 2022.

28. The Respondent's electronic work diary does not show Person A attending at the firm's offices on 6 July 2022 because Person A attended on the 20 July 2022, not 6 July 2022.

29. The time sheet is irrelevant. It is patently obvious that it is not a complete record of activity as it shows no substantive legal work being done. The matter was a fixed fee matter and time was not recorded. The items on the timesheet are those which are automatically dragged across from the case management system. In any event, the 6 July 2022 date is an irrelevancy.

30. It will not do for the Applicant to say that "*the importance of having met a client in person, and having seen original documents, was emphasised by the Respondent...*".

The importance of meeting a client and seeing original identity documents is dependent upon all of the background circumstances. It may be extremely important in some situations. It may not even be necessary in others.

The email which the Applicant relies upon is an email from a buyer's solicitor (the Respondent) to a seller's solicitor (acting on the request of the request of the mortgagee's solicitors (Priority Law). It has nothing whatsoever to do with the matters in issue in these proceedings.

What a mortgagee expects of a seller's solicitors is not always, or even usually, the same as what a mortgagee expects of a mortgagor's solicitor.

A mortgagee who lends against a property that is being sold by an imposter is in a far worse position that a mortgagee who lends to an imposter. The lender faces total losses in the first scenario and most likely no losses at all in the second. Further, in these specific circumstances, the key personnel from the mortgagee knew the guarantor

(Person A) and knew the borrower's solicitor (the Respondent) and had done for years. There is no suggestion that the mortgagee knew the seller or the seller's solicitor.

Further, the pre-loan enquiries were not the mechanism by which the lender protects itself from lending to an imposter. The purpose of the pre-loan enquiries is simply to 'get the ball rolling'. The mechanisms for preventing funds being released to an imposter are, first, the final lender meeting (which the borrower attends in person with his original identity documents as happened in this case) and, secondly, the roll of the guarantor (Person A), who on the same day as the final lender meeting must physically attend his own solicitor with his original identity documents.

The risk that the pre-loan enquiries is intended to mitigate is not that the lender might lend to an imposter, but that the lender may conduct pre-lending work and incur the costs of doing so in respect of a loan that will not proceed.

Still further, the lender knew the borrower in this case, so even that risk did not plausibly exist, which is why the lender agreed to use a more relaxed procedure both at the pre-loan enquiries stage and at the much more important final lender meeting (though the more relaxed procedure was not, in fact, used at the final lender meeting).

The similarity which the Applicant invites the Tribunal to note between the importance of seeing original documents in this scenario and the importance of a seller's solicitor seeing original documents is wholly misguided.

31. Agreed.

32. Agreed.

The Firm's Investigation

33. In the Respondent's opinion, the firm's investigation was motivated by a desire to avoid Employment Disciplinary Tribunal proceedings. The firm wanted to safely dismiss the Respondent, so concocted a misconduct issue by trawling through his files. This

opinion is supported and corroborated by the fact that the Respondent did more in respect of identifying Person A than the firm's procedures required (see below).

34. The Respondent's position in respect of this so-called interview is set out paragraphs 55 to 72 of the Respondent's application for reconsideration (X109 to X115).

    Note. The entirety of the Respondent's application for reconsideration forms part of this Answer. This application was made on 6 February 2024 after the Respondent had been referred to the Tribunal on wholly nonsensical and deeply misguided grounds on 29 November 2023. The application was successful, and the referral decision was rescinded. It is at pages X97 to X127 in the bundle.

35. As above.

36. This is addressed in detail in Respondent's application for reconsideration.

37. Nothing can reasonably be inferred from the Respondent's decision not to appeal his dismissal. There are many legitimate and complex personal and practical reasons why a person may decide to move on with his life after an unfair dismissal rather than engage upon a costly and stressful legal feud.

Representations made by the Respondent in relation to allegation 1

38. Agreed.

39. The Respondent's position in respect of his email to the SRA's Investigating Officer of 12 May 2023 is set out in paragraphs 73 to 83 of the Respondent's application for reconsideration (X115 to X118).

40. Agreed.

41. The Respondent's position in respect of the Notice recommending referral is set out in paragraphs 84 to 101 (pages 22 to 26 of the Respondent's application for reconsideration (X118 to X122). The only correction the Respondent now makes is that

it is no longer his understanding that he met Person A on 6 July 2022. This date only arose as the result of the SRA concealing or failing to disclose evidence. The correct date was 20 July 2022.

42. The "representations" referred to are those contained in the Respondent's application for reconsideration. The Tribunal is asked to treat that whole document as forming part of this Answer. As stated above, the Respondent now knows that he met Person A on 20 July 2022, not 6 July 2022 – a mistake as to dates which the Respondent only ever made because he was disgracefully misled by the SRA.

43. The representations went considerably further than stating that Person A was prepared to confirm that he attended the Firm's office on 6 July 2022.

    The representations provided proof to the SRA that Person A had already told the SRA that he had attended at the firm's offices - and that the SRA's Investigating Officer had concealed this correspondence both from the Respondent and from the SRA Decision Maker who had referred the Respondent to Tribunal. The relevant paragraphs of the Respondent's application for reconsideration are 92 to 101 (X120 to X122).

44. The Respondent's explanation as to why he eventually did (erroneously) make certain admissions is set out in paragraphs 102 to 116 of the Respondent's application for reconsideration (X122 to X124).

    The only additional evidence the Respondent now wishes to rely upon is the medical evidence at Exhibit 4.1, 4.2 and 4.3 (which is evidence in support of his claim to have suffered with his mental health at the material time).

45. Agreed, but the Respondent's own explanation in the Respondent's application for reconsideration is his position, not the summary contained here.

46. Agreed, but the Respondent's own explanation in the Respondent's application for reconsideration is his position, not the summary contained here.

47. Agreed, but the Respondent's own explanation in the Respondent's application for reconsideration is his position, not the summary contained here.

48. Agreed, but the Respondent's own explanation in the Respondent's application for reconsideration is his position, not the summary contained here.

49. Agreed.

50. It is agreed that Person A did attend at the firm with his original documents on 20 July 2022.

51. The Applicant cannot dispute the Respondent's assertion that he did view the original documents on 6 July 2022 because the Respondent makes no such assertion. The Applicant has clearly not read the Respondent's representations dated 7 July 2024, which say, for example –

> *The Investigating Officer has now, albeit very reluctantly and late, disclosed to us the full matter file. That file shows that the lender advice meeting took place on the 20 July 2022, not 6 July 2022 as we were originally misled into believing.*

And

> *Thus, the simple chronology is as follows –*
>
> - *16 May 2022,* [redacted] *sent his electronic ID to Mr Jackson for AML purposes*
> - *6 July 2022, Mr Jackson certified the electronic ID for AML purposes*
> - *6 July 2022, Mr Jackson confirmed to the lender that he had completed his AML checks*
> - *20 July 2022,* [redacted] *attended borrower advice meeting at the offices of Cullimore Dutton – with his original ID*
> - *20 July 2022,* [redacted] *attended guarantor advice meeting at the offices of Mr Brown – with his original ID*

And

> *It will be noted that 20 July 2022 was the day on which* [redacted] *travelled to both of his solicitors with his ID in his pocket to satisfy the lender's requirements. The previous copies of the ID he had sent to Mr Jackson were for AML purposes only.*

And (in capitals and bold and underline) –

> *The investigating officer for the second time in the course of this matter has deliberately concealed vital evidence. In the first instance he concealed an email from* [redacted] *confirming that he had taken his original ID documents to Cullimore Dutton. Now he has concealed the fact that* [redacted] *attended at the offices of Cullimore Dutton on 20 July 2022 with his original ID documents...*

And

> *Eighthly, Mr Jackson's diary entry for the 6 July 2022 is irrelevant. That date only ever arose because the Investigation Officer was concealing thousands of pages of documents. Either the Investigating Officer has always known that Mr Ladson attended on 20 July 2022 or he has not read the file. It is submitted that the Investigating Officer knew perfectly well that the lender meeting took place on 20 July 2022, but that he has decided to conceal this fact from the ADM and to submit Mr Jackson's diary entry from 6 July 2022 in order to deceive the ADM.*

52. The Applicant has misunderstood the references to anti-money laundering due diligence in the Respondent's representations of 7 July 2024. Those representations were made to address an allegation that was made in the Notice recommending referral but has (rightly) not been repeated in these proceedings. It is agreed that the purpose of the Respondent's email of 6 July 2022 was to answer the lender's pre-loan enquiries and had nothing to do with anti-money laundering.

The purpose of the lender's request for certified documents at the pre-loan enquiry stage is so that the lender does not waste time and money preparing to lend to an entity which cannot be properly identified. The purpose of the lender's requirement for certified documents at the final lender meetings is so that the lender can be sure it is lending to a legitimate entity and that its facility is being guaranteed by the named guarantor (Person A), and not by an imposter.

53. Whether or not the Respondent's certification of the identity documents was right and proper in all of the circumstances is at the heart of this case.

The issue is whether the Respondent ought to have certified (stated that he was certain) that the electronic passport and driving license were true copies of the original documents belonging to Person A.

It is the Respondent's position that he was certain that the electronic copies were true copies of the original documents. If he was certain, it can hardly be argued that it was improper for him to give his certification.

Certification is not a legal term of art (at least in this context). It is simply an ordinary English verb meaning "*to make a person sure (of a matter); to assure, inform certainly; to give (a person) legal or formal attestation (of)*" (Oxford English Dictionary)

It is ridiculous to say that a solicitor who is certain of something behaves dishonestly simply by saying so in the course of his professional work.

To be more precise about the thing certified, it was that the electronic documents sent to Priority Law were "*true and complete copies of the corresponding page of the original*".

The Applicant's case is that the Respondent had never seen the original documents or held them in his hand. He could not therefore be certain that the electronic versions were true and complete copies of the corresponding pages of the originals.

The Respondent's answer to that is that a mental state of certainty about the authenticity of certain electronic copies of documents can be arrived at in ways other than by holding the originals in one's hands and looking at them with one's eyes.

He says that in the circumstances of this case he was as certain as he ever could be that the electronic documents were true copies of the originals. The electronic documents were sent to him in high quality colour. They were sent to him via a trusted and safe mode of communication – private email from a known address. They were sent to him quickly; immediately after being requested. They were sent to him by a person whom he had known and acted for since 2016 and for whom he had completed multiple substantial transactions. They were sent to him by a client with whom he was in constant contact by email, telephone, text and WhatsApp (so that it was extremely unlikely that there could have been any person pretending to be Person A). They were sent to him by a person whose face was well-known and whom he could instantly and easily recognise. They were sent to him by a man he knew to be trustworthy and sensible and cautious. Lastly, they were sent to him in circumstances where it would make no sense whatsoever for them to be fake because Person A knew that the loan could not complete without him taking the original documents into the firm's offices for the final lender meeting.

The Respondent says that in all of these circumstances, there was no doubt in his mind – none whatsoever – that the electronic documents were true copies of the originals, as indeed they were. He says that he could not have been any surer if he had the original documents in his hand.

Thus, he was prepared to say to the lender (who also knew Person A), and the lender's solicitor (who also knew Person A), "I am sure – and you may be sure – that these electronic documents are true copies of the originals. And if I am wrong about that, you may sue this firm for any losses that you consequentially incur".

That is not misconduct at all, let alone dishonesty, especially when it is remembered that the lender's solicitor had actually approved this method of certification, as has been proven above, because the lender itself already knew Person A.

Whilst the issue of anti-money laundering may not enter directly into this matter, it will serve as a useful analogy. The purposes of verifying the identity of customers under anti-money laundering and counter-terrorist financing legislation are at least as important as the purpose was in this case (per-loan checks). The types of harm and loss that can accrue to individuals and wider society need not be rehearsed here, but they are surely more serious than a lender being temporarily inconvenienced between the pre-lending checks and the final lender meeting.

It is illuminating then, that under the most cautious approach conceivable every law firm in the country would accept that what the Respondent did would have been good enough to satisfy his anti-money laundering and counter-terrorist financing obligations.

Even Cullimore Dutton, which claims to operate to the very highest professional and compliance standards, would permit the approach that the Respondent took. In fact, if the firm's procedures were followed, the Respondent did not need to obtain identification documents at all (but that is clearly a mistake in the firm's written procedures and the firm ought not to be judged too uncharitably on that account). It is perhaps fairer and more reasonable to scrutinise the anti-money laundering document that Cullimore Dutton send to its clients, including Person A, about anti-money laundering.

That document can be found at page 3461 of Exhibit 2. This is the actual document that was sent to Person A telling him what he must do to pass the firm's anti-money laundering due diligence checks and become a client of the firm in May 2022.

It will be seen that under the heading "*Providing ID documents during the coronavirus (Covid 19) pandemic*", the firm prohibited face to face client contact and instead invited clients – including Person A - to hold up their ID on a videocall or to take a "selfie" holding up their identity documents.

There can only be one purpose of the video call or selfie; to verify that the person's appearance is the same as the photograph on the electronic identity document. So, the firm's requirement at the material time was that solicitors must, first, obtain electronic

identity documents, and secondly, verify that the client resembles the photo on the electronic document.

This is exactly what the file suggests that the Respondent did. He obtained electronic documents because his own firm expressly forbad client attendance (save, presumably for final lender meetings where the physical presence of the client and witness is essential) and then he had a WhatsApp meeting, or similar with Person A.

At least that is what the clear record of the matter file shows. Person A was told he must prove his identity in this way, and presumably that is what happened. A WhatsApp video cannot, of course, be placed on a matter file.

Neither Person A nor the Respondent can recall whether there was a WhatsApp video call or not. All professional people had endless WhatsApp, Teams, Zoon etcetera meetings during Covid, so the lack of any clear recollection of a video call gives us no good reason to doubt the record of the file.

In any event, it is the Respondent's submission that whether or not there was a WhatsApp video call he was sure that the copies were true and therefore cannot have been dishonest when he said so to the lender's solicitors.

It is noted that the witness statement of Mr. Stuart Hill is entirely silent about the fact that no clients were permitted in the office in May 2022. Perhaps he has forgotten - and perhaps the firm ought not to submit in evidence an AML Policy that did not reflect events 'on the ground' at the material time.

It is also noted that the firm's entire "investigation" into breaches of the anti-money laundering procedures by the Respondent makes no sense in light of this information. The Respondent had done more than the firm's policy required and had followed the procedure as explained to the client.

Breaches of the Principles and the Code of Conduct in relation to allegation 1

Principle 4 and Paragraph 1.4 of the Code

54. It is agreed that the correct test for dishonesty is as stated.

55. Sub-paragraphs 1, 2, and 5 are agreed.

The issue dates on the face of the documents would be highly unlikely to be in the Respondent's mind at the material time. Probable knowledge, fleeting knowledge, and such like are not sufficient to meet the '*actual state of mind*' test in *Ivey*. In any event, the issue dates of the documents are irrelevant. It is not the Respondent's case that he had seen these exact documents many times before at his previous firm, rather he says that he had successfully verified Person A's identity many times before and that he consequently knew who he was.

Sub-paragraph 6 is disputed. The Respondent did not say that he had "*seen*" the original documents, and the lender's solicitors had expressly released him from the obligation to do so.

56. It may be correct that "*ordinary decent people would consider it dishonest for a solicitor to deliberately include a certification that they had seen the original documents, and that the certified copies were true reflections of the original document, without having seen the originals at the time of certifying*", but that is a gross distortion of what happened in this case.

The Respondent did not certify that he "*had seen the original documents*". That was not the thing that was certified. The Applicant has quite simply made it up. The Respondent certified that the documents were true copies of the originals, and he gave that certification to a solicitor who had expressly released him from any obligation to see the originals.

57. Denied.

58. Principle 5[4]

59. The definition of Integrity is agreed.

60. Again, the Applicant has simply invented a fact. The Respondent did not certify that he "*had viewed the original documents*". He confirmed that he was sure that the electronic documents were true copies of the originals. He was sure about that. He was entitled to be sure about that, and he was right – they were true copies. Even if it was unwise, unreasonable or irrational of him to be sure that they were true copies, which is denied, he still *was* sure.

61. It is the Respondent's case that he was entitled to certify the documents as he was certain that they were authentic, and because the seller's solicitor had expressly offered a less stringent procedure because all the parties were so familiar with one another, and because the firm's AML procedures necessitated it, and because of all of the other background facts and circumstances that the SRA has not afforded proper attention or weight.

Principle 2

62. The Respondent does not know what this paragraph means. Though obviously it is agreed that solicitors are in a position of trust and responsibility.

63. It is flat wrong in law to say that solicitors must have sight of original documents to prevent money laundering. Paragraph 6.14 of the Legal Sector Affinity Group Guidance says –

> *6.14 Methods of verification*
>
> *Verification should be completed on the basis of documents or information which come from a reliable source, independent of the client. There are a number of ways in which you may verify a client's identity including:*

[4] There is a stray paragraph number here, but to maintain consistency it has been copied across to this Answer

- *obtaining or viewing original documents from a trusted and independent source (public or private);*

- *on a risk sensitive basis viewing copies of documents (certification of a copy may give you a higher level of confidence than an uncertified copy, but you should consider and document the risks of relying on certified copies for this);*

- *conducting electronic verification, through a platform that is a reliable source (i.e., secure from fraud and misuse and capable of providing an appropriate level of assurance that the person claiming a particular identity is in fact the person with that identity, to a degree that is necessary for effectively managing and mitigating any risks of money laundering and terrorist financing); or*

- *obtaining information from other regulated persons.*

64. It is also wrong in law to claim that a solicitor can never certify a document without seeing the original. The following current guidance from the Law Society deals with a scenario where a solicitor is asked to certify a document that he or she has good grounds for knowing is a true copy of the original but does not have the original. The scenario is exactly analogous to this case, and it unequivocally states that the solicitor may certify.

> ***A residuary beneficiary requested a certified copy will. The original was electronically scanned, then submitted to the probate registry. Can I print the scanned will and certify it as a true copy of the original?***
>
> *There are no specific rules that apply to the certification of documents in the same way as there are for the swearing of oaths, affirmations and declarations.*

It's entirely up to you how you certify. So long as the printed copy is 'true' to the original – that is, an exact reproduction of the original – you can certify it as a true copy.

In this instance, you may wish to say, for example, "I certify that this is a true copy of the scanned original," so that it's clear what it is a true copy of.

To be able to say this, you will also need to know that the scan is a true copy of the original will.

65. This statement is obviously agreed, but it has no relevance to this case, in which the Respondent has done nothing that would diminish the trust the public places in him or in the legal profession.

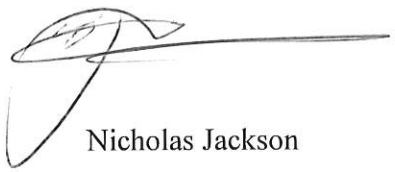
66. Denied, for all of the reasons set out elsewhere in this Answer.

The SRA's investigation

67. – 76 are Agreed

Statement of Truth

I believe that the facts and matters stated I this statement are true.

Signed 

Nicholas Jackson

Dated: 1 April 2025