No. 10280-2009

SOLICITORS DISCIPLINARY TRIBUNAL

SOLICITORS ACT 1974

IN THE MATTER OF CAMERON HARRY MINTOFT ROBSON, solicitor
(The First Respondent)

and

[RESPONDENT 2], solicitor – *name redacted*
(The Second Respondent)

Upon the application of David Barton
on behalf of the Solicitors Regulation Authority

Mr A N Spooner (in the chair)
Mr S Tinkler
Mrs N Chavda

Date of Hearing: 29th June and 13th July 2010

FINDINGS & DECISION

Appearances

David Elwyn Barton of 13-17 Lower Stone Street, Maidstone, Kent ME15 6JX (Mr George Marriott appeared as his agent on 13th July 2010)

Mr Jonathan Goodwin of Unit 17e Telford Court, Dunkirk Lea, Chester Gates, Cheshire CH1 6LT for the Respondents.

The application was dated 19th June 2009.

Allegations

The allegations against both Respondents were that:-

1.1 Contrary to Rule 1(c) of the Solicitors Practice Rules 1990 they failed to act in the best interests of clients;

1.2 Contrary to Rule 13 of the Solicitors Practice Rules 1990 they failed to ensure that

their bookkeeper was adequately supervised;

1.3 Contrary to Rule 1(c) of the Solicitors' Accounts Rules 1990 they failed to keep client money safely in their client account;

1.4 Contrary to Rule 1(f) of the Solicitors' Accounts Rules 1998 they failed to establish and maintain proper accounting systems and proper internal controls over those systems to ensure compliance with the Rules;

1.5 Contrary to Rule 7 of the said Accounts Rules they failed to remedy breaches promptly upon discovery;

1.6 Contrary to Rule 5 of the Solicitors Code of Conduct 2007 they failed to make arrangements for the effective management of the firm which provided for each and all of the following:

1.6.1 The duty of a principal in law and conduct to exercise appropriate supervision over all staff;

1.6.2 The safekeeping of assets (client money) entrusted to the firm.

The further allegations against the Second Respondent, [RESPONDENT 2], were that:

2.1 He failed to deal with the Authority in an open prompt and co-operative way contrary to Rule 20.03 of the Solicitors Code of Conduct 2007;

2.2 In breach of Rule 32(2) of the Solicitors' Accounts Rules 1998 he failed to record all dealings with client money in a client cash account;

2.3 In breach of Rule 32(7) of the Solicitors' Accounts Rules 1998 he failed to reconcile his client account;

2.4 He failed to deliver his accountants report for the year ended 30th April 2008;

2.5 In breach of conditions imposed on his practising certificate for the year 2007/2008 requiring him to deliver to the Authority half yearly accountant's report for Law Direct, he failed to deliver the report for the 6 month period ended 31st October 2008;

2.6 In breach of Rule 5 of the Solicitors Code of Conduct 2007 he failed to provide for his personal training (Continuing Professional Development).

By a supplementary statement dated 20th October 2009, the further allegations against the First Respondent, Cameron Harry Mintoft Robson, were that:-

3. He failed to deliver his accountant's reports for the periods ended 30th April 2008, and 30th April 2009.

4. Contrary to Rules 1(a), (c) and (d) of the Solicitors Practice Rules 1990 he compromised or impaired each and all of the following:

i. his independence or integrity;

ii. his duty to act in the best interests of his client Preferred Mortgages Limited;

iii. his good repute and/or that of the solicitors' profession.

The First Respondent was also dishonest.

(a) The particulars were firstly, that the First Respondent failed to comply with an undertaking given on 24th January 2007 in which he undertook to his client Preferred Mortgages Limited the following:-

To complete a mortgage;

To deliver to the Land Registry the documents necessary to register the mortgage in favour of Preferred Mortgages Limited;

To effect any other registrations necessary to protect the interests of Preferred Mortgages Limited.

In the course of acting in connection with a remortgage the First Respondent acceded to a request from his borrower client (Mr G), to pay his mortgagee client's advance to a third party without its knowledge or consent. As a consequence that money was lost. The First Respondent agreed to make the said payment in return for a fee to be paid by Mr G, accepting in the letter in which he provided his agreement and proposed the fee that he was embarking on an improper course of action.

(b) Secondly the First and Second Respondents held themselves out as partners in the firm of White Rose Solicitors from November 2006 when the Second Respondent had in fact left the firm to practise on his own account as Law Direct, although the address remained the same. They did so in order to preserve the conveyancing practice of White Rose whose lender clients required panel firms to be comprised of at least two principals. The partnership was thus a sham and as both Respondents knew it to be a device to retain work, they were dishonest.

The further allegations against the Second Respondent, [RESPONDENT 2],, under a Supplementary Statement dated 20th October 2009 were that:-

5. He failed to deliver his accountant's reports for the periods ended 30th April 2008, 31st October 2008, and 30th April 2009.

6. Contrary to Rules 1(a) and (d) of the Solicitors Practice Rules 1990 he compromised or impaired either or both of the following:

i. his independence or integrity;

ii. his good repute and/or that of the solicitors' profession.

The particulars were the same as those set out in paragraph 4(b) above.

7. Contrary to Rule 32(7) of the Solicitors Accounts Rules 1998 he failed to reconcile his client account;

8. Contrary to Rule 32(2) of the Solicitors Accounts Rules 1998 he failed to record dealings with client money in a client cash account;

9. Contrary to Rule 32(4) of the Solicitors Accounts Rules 1998 he failed to record dealings with office money relating to client matters in an office cash account;

10. He practised in breach of conditions imposed on his practising certificate;

11. He failed to deliver his accountant's reports for the periods ended 30th April 2008 and 31st October 2008;

12. [Withdrawn]

By a Second Supplementary Statement, the further allegation against both Respondents was that:-

13. They failed to comply with the following decisions of the Adjudicator, or any of them:

    (a) 21st May 2009;

    (b) 11th August 2009;

    (c) 4th November 2009.

The First Respondent admitted allegations 1.3, 1.5, 1.6.2, 3, and 4 (but dishonesty was denied).

The Second Respondent admitted allegations 1.3, 1.5, 1.6.2, 2.2, 2.3, 2.4, 2.5, 5, 7, 8, 9, 10, and 11.

Factual Background

1. The First Respondent, Cameron Harry Mintoft Robson, born in 1968, was admitted as a solicitor on 15th December 1993 and his name remained on the Roll of Solicitors.

2. The Second Respondent, [RESPONDENT 2], born in 1968, was admitted as a solicitor on 1st March 1996 and his name remained on the Roll of Solicitors.

3. At all material times the Respondents practised in a partnership as White Rose Solicitors from Greenwich House, Sealand Road, Chester, CH1 4LD.

<u>Allegations 1.1 to 1.6</u>

4. On 29th October 2007 an inspection of the books of account and other records of White Rose Solicitors was commenced by the Solicitors Regulation Authority ("SRA") and a report dated 16th April 2008 was produced.

5. The Respondents employed Christopher Peach as an accounts manager, and on 24th October 2007 the First Respondent notified the SRA that Mr Peach had stolen approximately £900,000 from the firm's client account. A schedule was provided which detailed 22 incorrect withdrawals from client account during the period 20th April 2006 to 11th September 2007 totalling £890,831.89. Bank account statements for client account were provided which confirmed that the amounts had been paid out, and Mr Peach's bank statements and building society pass books were provided showing these amounts being received into his accounts. On 1st February 2008 the First Respondent stated that a further £44, 336.32 had been stolen by Mr Peach and on 3rd March 2008 he said that "it looked like" Mr Peach may have stolen a further £40,000 to £50,000. Total misappropriated funds identified were £935,168.51.

6. Mr Peach was charged with two counts of theft and on 8th July 2008 he pleaded guilty to both at Chester Crown Court. He was sentenced to a total of five years imprisonment.

7. The First Respondent made a statement to the police. Mr Peach began working for the firm in about August 2004, initially on an agency contract and was then employed by the firm's accountants. He was employed by the Respondents from 1st April 2005, and was in charge of the administration of the firm's accounting system. He was responsible for recording money coming into the accounts and allocating it to individual clients, with an appropriate entry on their ledger. It was his function to input instructions for the bank to send out client money and he was able to insert such bank details on payment instructions as enabled money to be paid to him. His first misappropriation took place on 31st May 2005 and further sums were withdrawn on most months thereafter until 11th September 2007.

8. The First Respondent's statement did not state that references for Mr Peach were obtained or that he was asked whether he had any previous unspent convictions. He did in fact have a criminal record and had been convicted of fraud and theft offences.

9. In August 2007 Mr Peach informed the First Respondent that he had a number of criminal convictions which he received between 1992 and 2001 which included theft and obtaining property by deception. On 11th September 2007 Mr Peach stole a further £37,789.89. The Respondents conducted a review of the firm's books of account when Mr Peach was away on holiday on 2nd October 2007 and identified a number of payments from client account to accounts that were found to be held by Mr Peach. The Respondents told the Forensic Investigation Office ("FIO") of the SRA that the review was prompted by the disclosure that Mr Peach had criminal convictions but did not explain why they waited until Mr Peach went on holiday to carry it out. Mr Peach was reported to the police on 7th January 2008.

10. The misappropriation by Mr Peach of the sum of £37,789.89 on 11th September 2007 (after the First Respondent knew that Mr Peach had previous criminal convictions) belonged to Mr and Mrs K. The First Respondent explained to the FIO that when payments out of client account were required Mr Peach presented a "chit" to either the First Respondent or another solicitor authorised to make payments from client account, who would then review it and authorise payment by inputting a password into the computer. The payment chit for this particular transaction was authorised by the First Respondent.

11. The First and Second Respondents were jointly responsible for the day-to-day management of the practice. They were both able to authorise payments from client account and the division of function was that Mr Peach prepared the "chits" and either Respondent or solicitors with appropriate authorities would authorise the payments. Mr Peach could not do both. The review of his work in October 2007 revealed the thefts. There was no system in place to regularly review his work. He started stealing client money the month after he started working for the Respondents and did so in substantial sums almost every month thereafter until September 2007. The shortfall had not been replaced.

Allegations 2.1 to 2.6

12. On 17th October and 12th November 2008 the Authority wrote to the Second Respondent in connection with a complaint made by Mr H. He did not reply in an open prompt and co-operative way.

13. On 20th January 2009 the Authority carried out an Assigned Risks Pool Monitoring Visit and produced a report dated 18th February 2009. Allegations 2.2 to 2.5 were effectively accepted by the Second Respondent in the exchange of correspondence between him and the SRA dated between 4th March 2009 and 5th May 2009.

Allegations 3 and 5

14. At all material times the Respondents practised as White Rose Solicitors of Greenwich House, Sealand Road, Chester, CH1 4LD. They failed to deliver their accountant's reports for the stated periods.

Allegations 4 and 6

15. At all material times the First and Second Respondents were named on the firm's notepaper and held out as partners of White Rose Solicitors, notwithstanding their decision in November 2006 to operate as two separate firms. The First Respondent retained the name White Rose, and the Second Respondent practised as Law Direct. The Respondents received a letter of declinature dated 4th December 2008 from the solicitors acting for the Respondents' professional indemnity insurers following a claim by Preferred Mortgages Limited. The Respondents decided to dissolve the partnership but to keep the Second Respondent's name on the letterhead to retain work. It was accordingly a sham partnership. As it was a deliberate decision it was also dishonest.

16. On about 28th November 2006 the First Respondent was instructed to act for Mr G in connection with his remortgage of a property. He was also instructed by the mortgagee Preferred Mortgages Limited.

17. The mortgage advance of £191,875.00 was sent to the client account of White Rose solicitors on 8th February 2007, following the receipt of the Certificate of Title signed by the First Respondent giving the undertakings comprised in it as contained in the Appendix to Rule 6(3) of the Solicitors Practice Rules 1990.

18. On 14th August 2007 solicitors acting for Preferred Mortgages Limited wrote to White

Rose solicitors requesting confirmation that they would complete their retainer by registering the mortgage as security for the loan. A further request for information was sent on 15th November 2007, accompanied by an application to register a unilateral notice at the Land Registry.

19. In May 2008 the solicitors acting for Preferred Mortgages Limited learned of the existence of forfeiture proceedings instigated by HM Revenue and Customs. £190,000 of the mortgage advance was released to the borrower on 9th February 2007, the day after its receipt into client account. The mortgage was never registered.

20. The First Respondent breached his undertakings to Preferred Mortgages Limited and failed to act in their best interests. He failed to respond properly to correspondence and taken in conjunction with the manner in which the transaction was dealt with he brought himself and the solicitors' profession into disrepute.

21. The First Respondent, in a letter dated 8th February 2007 to Mr G, stated:

> "Following our conversation I confirm that I have considered the proposed arrangement with BPN in great detail and advised that, while it is possible for this firm to divert the remortgage proceeds from Preferred on a temporary basis, rather than repay [T], it is an extremely risky scenario and places this firm at considerable risk mainly due to the fact that I have given undertakings to Preferred Mortgages.... and [T].
>
> By agreeing to continue to act for you and to facilitate the agreement with BPN, I am placing White Rose solicitors at considerable risk. My fee for facilitating such an agreement must take such high risk into account. In the circumstances I propose charging you a "facilitation" fee of £10,000....
>
> I believe that the above represents a realistic assessment of the risks involved and I wish to point out that such an arrangement would not be available to most clients...."

The undertakings were recognised but in the fact of the recognised risk of breaching them the decision was taken to pay the mortgage advance to a third party. This was dishonest.

Allegations 7 to 11

22. At all material times the Second Respondent practised as Law Direct Solicitors LLP from Greenwich House, Sealand Road, Chester, CH1 4LD.

23. The Assigned Risks Pool Monitoring Visit Report dated 18th February 2009 identified a number of Accounts Rules breaches which included no reconciliations for client and office account, no list of client ledger balances, no accountants reports and no client or office cash book. The Second Respondent has also failed to comply with conditions on his practising certificate.

Allegation 13

24. The Respondents failed to comply with decisions made by an Adjudicator of the SRA dated 21st May 2009, 11th August 2009 and 4th November 2009.

25. The Tribunal reviewed all the documents submitted by the Applicant which included:

(a) Rule 5 Statement, together with all enclosures;

(b) First Supplementary Statement dated 20th October 2009, together with all enclosures;

(c) Second Supplementary Statement dated 4th May 2010, together with all enclosures;

(d) Statement of Costs dated 1st July 2010;

(e) Bundle of correspondence between the Applicant, the Respondents and the Respondents' representative dated from 29th June 2009 to 24th May 2010;

(f) Email message from Mike Shields (SRA), to SRA dated 29th June 2010;

(g) Letter dated 10th August 2007 from SRA to Mr Peach;

(h) Letter dated 20th August 2007 from Mr Peach to SRA;

(i) Letter dated 28th December 2009 from Wilson Henry, Chartered Accountants LLP to the SRA, together with attached accountants report for the period 1st May 2009 to 31st October 2009 for White Rose Solicitors.

26. The Tribunal reviewed all the documents submitted by the Respondents, which included:-

(a) Respondents' bundle of documents;

(b) Respondents' second bundle of documents;

(c) Email from Jonathan Goodwin to David Barton dated 17th June 2010;

(d) A bundle of letters consisting of character references for both Respondents.

Witnesses

27. The following witnesses gave oral evidence:-

(i) Barnabas Borbely (character reference);

(ii) Garry Bubb (character reference)

Findings as to Fact and Law

28. The Tribunal had considered carefully the submissions of both parties, and all the documents provided. In this matter, certain allegations had been admitted by the Respondents, and some had been denied. The Tribunal found allegations 1.3, 1.5, 1.6.2, 2.2, 2.3, 2.4, 2.5, 3, 5, 7, 8, 9, 10 and 11 were all proved, indeed these had been admitted by the Respondents.

Allegations 1.1, 1.2 and 1.4

29. Allegations 1.1, 1.2 and 1.4 had been denied. These were brought under the old Practice Rules and related to the situation surrounding Mr Peach, who dishonestly misappropriated approximately £900,000 whilst employed as the firm's Chief Cashier. Under the old Practice Rules (before July 2007), the Tribunal found these allegations not to be proved. The first 21 thefts all took place under the old Rules, when the Respondents were not aware of Mr Peach's previous criminal convictions. The accountants, Ernest & Young, who were engaged to assist White Rose Solicitors Indemnity Insurers had found that Mr Peach had carried out a sophisticated fraud that would have been difficult to discover.

Allegation 1.6.1

30. However, so far as allegation 1.6.1 was concerned, this related to the theft that occurred on 11th September 2007 and therefore fell under the new Solicitors' Code of Conduct 2007. The sum of £37,789.89 was stolen by Mr Peach after Mr Robson had been notified by Mr Peach that the SRA had written to Mr Peach in August 2007 concerning previous convictions of theft, and after Mr Robson had discussed this with the SRA. That, in the Tribunal's view, should have alerted the Respondents to take immediate action against Mr Peach to ensure that he had no further dealings with client money. They did not do so, and failed to exercise appropriate supervision over him, so that he was able to carry out a further substantial theft. As such, the Tribunal found allegation 1.6.1 to be proved.

Allegation 2.1

31. In relation to allegation 2.1, it was accepted on behalf of the Respondents that Mr Robson had replied to the SRA letters dated 17th October 2008 and 12th November 2008 on behalf of both himself and the Second Respondent, and that the Second Respondent himself did not reply. As such, the Tribunal found this allegation proved against the Second Respondent.

Allegation 2.6

32. This related to the Second Respondent's alleged failure to provide for his professional training. However, the Tribunal were shown documents to establish the Second Respondent had attended at least three courses in the 2008 training year, and accordingly the Tribunal found this allegation was not proved.

Allegation 4

33. In relation to allegation 4 against the First Respondent, the Tribunal had been told that the facts of the allegation in paragraph 4(a) were admitted, but dishonesty on the part of the First Respondent was denied. The Tribunal had carefully considered the letter dated 8th February 2007 that the First Respondent sent to Mr G. It was clear to the Tribunal from this that the First Respondent knew the risk that he was taking in y diverting the remortgage proceeds from Preferred Mortgages Limited, rather than repaying T in breach of the undertakings he had given.

34. In view of the risk involved, the First Respondent proposed a "facilitation" fee of £10,000, compared to a modest fee of £540 plus VAT for the legal work.

35. The Tribunal had heard that the First Respondent was actually the victim of a fraud involving possibly his client Mr G, but certainly Mr R, who claimed to be a director of the Portuguese Bank. As a result, the funds that were diverted in breach of the undertaking were never repaid. The Tribunal heard Mr Goodwin's explanation for the First Respondent's behaviour. He described it as an aberration and a huge error of judgement, but said that it was not dishonest. The Tribunal also read the references provided concerning the First Respondent's character, and heard evidence from Mr Bubb, and Mr Borbely, who described the First Respondent's behaviour as "reckless", "out of character", but, again, not dishonest.

36. However, having read the letter dated 8th February 2007 and heard what had been said regarding it by the SRA, the Tribunal found that the First Respondent knew of the undertaking, he knew that he was breaching it, and that to do so was wrong, but notwithstanding that, he was prepared to charge a substantial fee to deliberately breach the undertaking, and in doing so the Tribunal found that he acted dishonestly under the guidelines laid down in Twinsectra Ltd -v- Yardley and Others [2002] UKHL 12. This was more than simply an error of judgement, it was a serious and calculated act, and the Tribunal found this allegation, including dishonesty against Mr Robson, to be proved.

37. So far as the allegation against both Respondents that they were operating a sham practice as a device to retain work, and in doing so were dishonest, the Tribunal had carefully considered all that was said in regard to this allegation by Mr Goodwin, and in particular the way the practice was being run while [RESPONDENT 2], was setting up his own practice. The Tribunal had taken particular note of the emails contained in Tab 1 of the Respondents' bundle, and the fact that [RESPONDENT 2], took responsibility for the accounts, the breaches of the Accounts Rules, and accepted that accountants' reports needed filing, and that he took responsibility for Mr Peach's behaviour. The Tribunal noted that it was perfectly possible for an individual to be a partner of two partnerships at the same time. In all the circumstances, the Tribunal found as a fact that this was not a sham partnership, and reality a true partnership existed. The Tribunal found that there was no dishonesty on the part of either Respondent in respect of this allegation, and that in this regard allegations in paragraphs 4(b) and 6 were not proved.

Allegation 13

38. So far as allegation 13 was concerned, the Tribunal found the facts to be proved in that the Respondents had failed to comply with the decisions of the Adjudicator, however, the Tribunal noted that the Second Supplementary Statement dated 4th May 2010 did not plead any breach of duty or misconduct on the part of the Respondents.

Mitigation

39. Mr Goodwin, on behalf of the Respondents, accepted that in view of the finding of dishonesty, the First Respondent's position was different to the Second Respondent's. He was mindful of the decision given in the case of Sharma v The Law Society in which the Appeal Court had stated that where there was a finding of dishonesty, the normal penalty should be to strike off the solicitor. However, the Tribunal had a discretion, and if the Tribunal found exceptional circumstances, a penalty other than a strike-off could be imposed.

40. The First Respondent, when dealing with Mr G, had been under considerable pressure and had not been thinking at the time. The risk he had taken was a delay in complying with the undertaking, and this had been an isolated one-off incident which had never happened before, and had not been repeated since.

41. Both Respondents were relatively young and had much to contribute to the profession, and indeed wished to continue in practice. White Rose Solicitors had now closed, there had been no intervention as the firm was properly closed down and the Respondents had acted responsibly. The Tribunal was referred to the references provided. The First Respondent had learnt a hard lesson, and as soon as Mr Peach had been confronted, the First Respondent took a legal charge from Mr Peach to protect his position and secure client funds.

42. In relation to the final theft committed by Mr Peach in the sum of £37,789.89, that was the only transaction that had been authorised by the First Respondent. He had been shown a copy of a letter by Mr Peach. The SRA had not been in a position to disclose details of Mr Peach's convictions, so the First Respondent had relied on Mr Peach, who concocted a story and created false documents to satisfy the First Respondent that he was a trusted member of staff. The First Respondent saw good in him, accepted his explanations and was satisfied by the documents provided.

43. Mr Goodwin, on behalf of the Respondents, submitted the Tribunal should not interfere with the ability of the Respondents to practise as they had already suffered greatly and had had proceedings hanging over them for some time. They had lost their practice, IVA and PVA were in place, and it was possible they may become bankrupt. There had been no dishonesty by the Second Respondent, he was not a risk to the public and was a good lawyer. It was submitted that the First Respondent was not a risk to the public either, he had not raided client account and indeed, had been trying to help his client by delaying compliance with an undertaking. The references provided also supported the submission that neither Respondent was a risk to the public. They had conditions on their practising certificates and if necessary, the Authority could impose more harsh conditions. It was submitted that the Second Respondent could be dealt with by a financial penalty and the First Respondent, who

was fundamentally an honest man, could be dealt with by a period of suspension. Both Respondents apologised for their conduct.

Costs Application

44. The Applicant provided the Tribunal with a Schedule of Costs and requested an order for costs in the total sum of £20,695.53, the Respondents to be jointly and severally liable.

45. Mr Goodwin, on behalf of the Respondents, submitted that the Second Respondent had successfully defended an allegation of dishonesty in relation to the alleged sham partnership, and submitted that the costs should be reduced to reflect this. He submitted that any order for costs could not be paid by the Respondents due to their financial circumstances. The Second Respondent was working as a locum but may not be retained. Bankruptcy was a real possibility as the Respondents had not been able to pay the IVA payments. The Tribunal were referred to the case of Frank Emilian D'Souza –v- The Law Society [2009] EWHC 2193(Admin), in relation to the question of means and the Respondent's ability to pay for any order for costs. The Respondents requested any order for costs not to be enforced without leave of the Tribunal.

Previous Disciplinary Sanctions Before the Tribunal

46. None

Sanction and Reasons

47. Dealing firstly with the First Respondent, whilst the Tribunal accepted this had been a one-off incident where the Tribunal had found dishonesty, it was serious and calculated, and as a result of the First Respondent's behaviour, his client, Preferred Mortgages Limited, did indeed suffer. The Respondent's behaviour had brought the profession into disrepute and the Tribunal were mindful of the guidance provided by Sir Thomas Bingham MR in Bolton -v- The Law Society [1994] CA, in which he stated:-

> "Any solicitor who is shown to have discharged his professional duties with anything less than complete integrity, probity and trustworthiness must expect severe sanctions to be imposed upon him by the Solicitors Disciplinary Tribunal..... The more serious involves proven dishonesty, whether or not leading to criminal proceedings and criminal penalties. In such cases the Tribunal has almost invariably, no matter how strong the mitigation advanced for the solicitor, ordered that he be struck off the Roll of Solicitors."

In this case the Tribunal did not find any exceptional circumstances and accordingly ordered the First Respondent be removed from the Roll of Solicitors.

48. The Second Respondent's position was different to that of the First Respondent. He had suffered from the allegation of dishonesty hanging over him for many months, and that had been found not to be proved. Nevertheless, the Second Respondent had admitted a number of regulatory breaches which were in place to protect clients and

their funds. He had failed to deliver accountants reports which were crucial in order to enable the Authority to carry out its regulatory function and as such had failed to comply with his obligations as a partner of the practice. The Tribunal ordered the Second Respondent to be fined £7,500.

Decision as to Costs

49. The Tribunal was of the view that the case had been properly brought by the Authority and accordingly the costs should be paid without any reduction. The Tribunal ordered the First Respondent pay costs in the sum of £15, 521.65, and the Second Respondent pay costs in the sum of £5,173.88.

50. The Tribunal had considered the case of D'Souza -v- The Law Society but had not been provided with any documentary evidence concerning the Respondents' financial circumstances, save from being told the Respondents were having difficulties paying an IVA. The Second Respondent was working as a locum although the Tribunal had been told he may not be retained. The Tribunal also considered the case of William Arthur Merrick v the Law Society [2007] EWHC 2997 (Admin) particularly in relation to the First Respondent. However, no schedule of income, assets, capital and liabilities had been provided by either Respondent. Both Respondents were relatively young and employable. Accordingly the Tribunal took the view that the costs should be paid in full as ordered.

Order

51. The Tribunal Ordered that the Respondent, Cameron Harry Mintoft Robson of Mickle Cottage, Warrington Road, Mickle Trafford, Chester, Cheshire, CH2 4EB, solicitor, be Struck Off the Roll of Solicitors and it further Ordered that he do pay a contribution towards the costs of and incidental to this application and enquiry fixed in the sum of £15,521.65.

52. The Tribunal Ordered that the Respondent, [RESPONDENT 2] of Chester, Cheshire, CH2, solicitor, do pay a fine of £7,500.00, such penalty to be forfeit to Her Majesty the Queen, and it further Ordered that he do pay a contribution towards the costs of and incidental to this application and enquiry fixed in the sum of £5,173.88.

Dated this 6th day of October 2010
On behalf of the Tribunal

A N Spooner
Chairman