SOLICITORS DISCIPLINARY TRIBUNAL

IN THE MATTER OF THE SOLICITORS ACT 1974 Case No. 10886-2011

BETWEEN:

SOLICITORS REGULATION AUTHORITY Applicant

and

MOHAMMED AFTAB Respondent

Before:

Mrs K. Todner (in the chair)
Mr R. B. Bamford
Mr M. R. Hallam

Date of Hearing: 25th June 2012

Appearances

Iain George Miller, solicitor of Bevan Brittan LLP, Fleet Place House, 2 Fleet Place, London EC4Y 7RF for the Applicant.

The Respondent appeared and represented himself.

JUDGMENT

Allegations

1. The allegations against the Respondent, Mr Mohammed Aftab, made on behalf of the Solicitors Regulation Authority ("SRA") were that he failed:

1.1 to pay the premium due for indemnity insurance for the indemnity year 2009/2010 to Capita (which manages the Assigned Risks Pool ("ARP") on behalf of the SRA) within the prescribed period for payment; and

1.2 to pay the run off premium in relation to the 2009/2010 indemnity year

and is in policy default in breach of Rule 16.2 of the Solicitors' Indemnity Insurance Rules 2009/2010;

1.3 to respond to the SRA's enquiries in an open, prompt and cooperative way in breach of Rule 20.03 of the Solicitors Code of Conduct 2007.

Documents

2. The Tribunal reviewed all the documents including:

Applicant

- Rule 5 Statement dated 25 November 2011 with Appendix;
- Solicitors' Indemnity Insurance Rules 2010;
- Statement of Costs of the Applicant dated 19 June 2012.

Respondent

- Judgment of the Tribunal in case number 10556/2010 heard on 25 January 2011 and published dated 15 March 2011.

Preliminary Issue

3. The Respondent had appeared before the Tribunal on 25 January 2011 in case number 10556/2010 in which he was the First Respondent and Mr S was the Second Respondent. Rule 16(3) of the Solicitors (Disciplinary Proceedings) Rules 2007 stated:

> "At the conclusion of the hearing, the Tribunal shall make a finding as to whether any or all of the allegations in the application have been substantiated whereupon a clerk shall inform the Tribunal whether in any previous disciplinary proceedings before the Tribunal allegations were found to have been substantiated against the Respondent."

4. The Respondent asked that the Tribunal read the judgment in the previous matter before proceeding to hear this matter as he wished to rely on it in support of his defence of the present allegations. He asked this notwithstanding that it meant that the Tribunal would have notice of the outcome of the earlier matter and any penalty

imposed upon him, at an earlier stage than was usual in the Tribunal's procedure. The earlier judgment contained references to the status of his role within the firm Alo & Co which he considered relevant to the present matter. He denied the present allegations on the basis that he did not have responsibility for Alo & Co's ARP premiums. On behalf of the Applicant, Mr Miller informed the Tribunal that he considered that it would be sensible for the Tribunal to look at the earlier judgement to avoid the risk of it making a determination in a factual vacuum. The Tribunal agreed.

Factual background

5. The Respondent was born in 1971 and admitted as a solicitor in 2005 and his name remained on the Roll, subject to a number of conditions. He was not currently practising, but was previously a partner at Alo & Co (the firm). The Applicant conducted an intervention into the firm on 31 December 2009.

The Statutory Scheme

6. The allegations arose out of the operation of a statutory scheme for professional indemnity insurance for solicitors pursuant to Section 37 of the Solicitors Act 1974 (as amended) ("the Act").

7. Solicitors were required by the Solicitors' Indemnity Insurance Rules ("the Rules") from time to time in force, to maintain a minimum level of professional indemnity insurance on the minimum terms appended to the Rules. The relevant rules in this matter were the Solicitors' Indemnity Insurance Rules 2009. The Rules recognised that some firms might be unable to obtain insurance on the open market in a particular year and the ARP existed for such firms. It operated as a buffer providing time for firms with temporary insurance difficulties to obtain Qualifying Insurance and for those with greater difficulties to wind down their practice. The Rules defined "Eligible Firm" as being any firm which did not fall within prescribed exclusions set out in the Rules.

8. The costs of the ARP were partly covered by premiums paid by firms within the ARP and the balance was funded by Qualifying Insurers who passed this on to the rest of the profession in the levels of premiums charged in providing Qualifying Insurance. The ARP was not an end in itself and its scope was limited. The Applicant had become concerned about the number of firms/individuals in the ARP who had failed to pay their insurance premium and considered that it was in the public interest to take steps in relation to those in default.

9. The Rules required firms in private practice to take out and maintain professional indemnity insurance ("PII"). PII taken out for this purpose must be Qualifying Insurance within the meaning of the Rules (Rule 4.1) that is insurance on the minimum terms. Evidence of PII was a requirement for obtaining a practising certificate. The Commentary to Rule 4 stated that there was a continuing obligation to ensure that firms had qualifying insurance in place at all times. As set out in Rule 5.1, the duty to ensure that Qualifying Insurance was in place rested not just on the firm as a whole, but with every Principal within the firm.

10. Rule 10.3 stated that by applying to enter the ARP, the firm and any person who was a Principal agreed to, and (if the firm was admitted to the ARP) the firm and any person who was a Principal of that firm should be jointly and severally liable to:

> "(a) pay the ARP premium in accordance with these Rules, together with any other sums due to the ARP Manager under the ARP Policy; and
>
> (b) submit to such investigation and monitoring and to pay the Society's costs and expenses as referred to in Rule 11.2; and
>
> (c) pay any costs and expenses incurred by the Society or the ARP Manager incurred as a result of any failure or delay by the Firm in complying with these Rules;
>
> and shall be required to implement at the expense of the Firm any special measures."

11. According to Rule 12.4, a firm that was no longer an "Eligible Firm" must either have Qualifying Insurance outside the ARP or cease carrying on practice immediately.

12. Should a firm within the ARP cease to practise then they would be required to pay a run-off premium, as calculated by the ARP in accordance with Appendix 2 to the Rules.

13. The Rules provided for the time spent by firms in the ARP, a maximum of 24 months in any five year period subject to the power of the Council of the Law Society to vary the application of the Rules in exceptional circumstances.

14. The firm entered the ARP during the indemnity year 2009/2010. The Respondent had not paid the indemnity premium for 2009/2010 for cover within the ARP to Capita in the sum of £25,340.59, due within 30 days of a credit note dated 29 October 2009. In addition the Respondent had not made payment to Capita in respect of their run off premium of £21,340.59. The first payment was due within 30 days of the credit note dated 29 June 2010. Therefore the total sum claimed by Capita was £42,681.18.

15. The matter was raised with the Respondent by a letter from the Applicant dated 25 May 2011. Although a formal written response was not received from the Respondent, he called the Applicant on 6 June 2011 to provide an explanation. During this telephone conversation, the Respondent was asked by the caseworker to provide further information and submit his comments to the Applicant in writing. In view of the fact that the caseworker had not received a response from the Respondent, a second letter was sent Respondent on 10 August 2011 requesting additional information. The Respondent did not reply.

Witnesses

16. The Respondent gave sworn evidence and this is recorded where relevant under the Findings of Fact and Law below.

    There were no other witnesses.

Findings of Fact and Law

17. **The allegations against the Respondent, made on behalf of the Applicant were that he failed:**

Allegation 1.1: to pay the premium due for indemnity insurance for the indemnity year 2009/2010 to Capita (which manages the Assigned Risks Pool ("ARP") on behalf of the SRA) within the prescribed period for payment; and

Allegation 1.2: to pay the run off premium in relation to the 2009/2010 indemnity year;

and is in policy default in breach of Rule 16.2 of the Solicitors Indemnity Insurance Rules 2009/2010;

(The Tribunal considered allegations 1.1 and 1.2 together as they were related.)

17.1 On behalf of the Applicant, Mr Miller reminded the Tribunal that the relevant indemnity year was that for 2009/2010 which had begun on 1 October 2009. He submitted that it was clear from the final submissions in the earlier judgement that the Respondent was a partner on 1 October 2009 and so was responsible as a Principal of the firm and although he had wished to remove himself from the practice as at 1 October 2009 he did not do it effectively and so his period of responsibility extended beyond that and for the purposes of the Applicant's records went on to 31 December 2009. The Respondent was the only qualified solicitor partner in the firm. There had been another member, Mr S who was a Registered Foreign Lawyer. There had also had been another partner Ms S but she had resigned before 1 October 2009. Mr Miller informed the Tribunal that it was now not possible to bring any disciplinary proceedings against Mr S as he had already been struck off as a Registered Foreign Lawyer by the Tribunal in the course of the earlier disciplinary proceedings. Mr Miller submitted that it was important that this Tribunal should not stray back into ground covered by the last Tribunal which had dealt with the mess left at the firm by the Respondent but this was an additional matter which he should have sorted out as part of his responsibilities. Mr Miller submitted that the previous Tribunal had thought that he was responsible for matters at the firm and he should have worked proactively with Capita and with the Applicant. The Respondent was now bankrupt and so his ability to pay was an issue. In respect of why the ARP matters had not been raised before the earlier Tribunal, Mr Miller submitted that he believed that it was only two months after a premium became due that Capita would treat it as a liability and much later that they would refer it to the Applicant. He referred to Capita's letter to Alo & Co dated 9 May 2011 [which was copied to the Applicant] demanding payment of the 2009/2010 premium and the run off premium payment. This was some months after the Tribunal had heard the earlier proceedings. The Applicant would not become involved unless alerted by Capita, even if it had been investigating at the time that the premiums were an issue. Mr Miller referred the Tribunal to the previous Tribunal decision and the Respondent's explanations (relating to his role in the firm). The judgment recorded, referring to the Respondent in this case as the First Respondent:

"The First Respondent's [sic] replied on his behalf dated 16 February 2010. They explained "Mr Aftab informs us that he knew of Mr [S], a Registered Foreign Lawyer, through mutual friends of theirs in Pakistan…that C approached him and Mr [S] and invited them to meet them with a view to purchasing the Firm… In August 2009 the SRA was also informed that Mr [S] had become a partner of the Firm… On 1st September Ms S resigned from the partnership and the SRA was advised… a month later, on 1st October 2009, he [Mr A] resigned from the partnership and informed the SRA…" The letter went on to describe difficulties at the Firm, including obtaining professional indemnity insurance as there was a previously undisclosed claim and the fact that membership of numerous lender panels had expired. Although required not to return to the firm or carry out working in its name Ms S [a former partner] was continuing to do so. These difficulties it was asserted led to the First Respondent's resignation.

…

The letter of February 2010 asserted by way of summary that the First Respondent "was a partner of the Firm with Mr [S] for only a month (1st September until 1st October 2009). During that period the Firm was not operational, the Firm did not act for any clients, the Firm did not receive any clients' instructions and the Firm did not receive or pay any client monies." "On 1st October 2009, Mr Aftab informed the SRA that he had resigned from the Firm and that he had no further dealings with the Firm. He also notified his bankers." The letter continued "If Mr [S's] conduct resulted in concerns being raised by the SRA, then only Mr [S] should account for that. In those circumstances, Mr Aftab is merely an innocent party to a partnership and the alleged misconduct of Mr [S] was not within his knowledge…

… The First Respondent's solicitors replied dated 28 May 2010, including that the First Respondent had no knowledge of the transactions through the bank accounts after 1 October 2009.

It was explained that the First Respondent had prepared letters for the SRA, Lloyds TSB and NatWest banks on 30 September 2009 to notify them of his resignation. He placed the letters in envelopes with the serviced office receptionist to post. Whilst he had stated that he believed the letters had been sent he "acknowledges that those letters may have been lost by the receptionist or the Post Office since it is clear that the recipients did not receive the letters… he did not retain a copy of the letters…".

The letter of 28 May 2010 continued "When Mr Aftab left the partnership he assumed that Mr [S] would enter into a new partnership with Ms K or trade as a sole principal. Mr Aftab did not consider that he had any ongoing obligation to Mr [S] or the firm once he resigned from the partnership." "Mr Aftab is content that he discharged his professional obligations for management and supervision of the firm up to 1st October 2009. Mr Aftab's responsibility for supervision and management of the firm ceased on 1st October when he resigned…"

17.2 Mr Miller submitted that this was all consistent with 1 October 2009 being a key date rather than an earlier date. He directed the Tribunal's attention to that part of the earlier judgement where the Tribunal had said (omitting the paragraph numbers):

> "In respect of allegation 1(b) that the First Respondent had behaved in a way that was likely to diminish the trust the public placed in him or the legal profession, the Tribunal was satisfied on the evidence that the First Respondent had failed to take steps to divest himself of the partnership. Having regard to the fact that as a Registered Foreign Lawyer the Second Respondent was unable to practice without a solicitor as partner it was particularly important for the First Respondent to ensure that he took proper steps to notify all interested parties when he ceased to be involved in the practice. The Tribunal considered that he had failed to do that adequately or possibly had not done it at all and the problems and difficulties which followed were such as to diminish the trust the public placed in him and in the legal profession. The Tribunal found this allegation to have been proved, but was not satisfied that his conduct in respect of allegation 1(b) amounted to dishonesty."

17.3 Mr Miller submitted that the Respondent had not properly taken steps to resign or notify the Applicant and so he had continued as a partner for a period of time afterwards.

17.4 Mr Miller directed the Tribunal's attention to the Rules and the definition of policy default, meaning a failure on the part of a firm or any Principal of that firm to pay for more than two months after the due date for payment all or any part of the premium or any other sum due in respect of a Policy. The Commentary set out that a firm in default, and each Principal in that firm, would be required to pay the ARP Default Premium and/or the ARP Run-Off Premium to the ARP and that each Principal in that firm would have committed a disciplinary offence by having breached the Rules. The indemnity period was defined at the relevant time as the period of one year starting on 1 October. The Rules also defined "Principal" which in a partnership was each partner. Mr Miller reminded the Tribunal that Rule 16.2 provided:

> "… it shall be a disciplinary offence for any Firm or any person who is at the relevant time a Principal in a Firm to be in Policy Default, or to fail to implement any Special Measures to the satisfaction of the Society."

17.5 Mr Miller submitted that the Respondent was a solicitor with responsibility under the Rules and this was emphasised by the Tribunal's findings in January 2011 and that the Respondent had not participated in trying to resolve the position with Capita in respect of payment or to seek a waiver from the Law Society if appropriate, to show that he was fulfilling his professional obligations.

17.6 In his sworn evidence, the Respondent said that this matter went to the time when he was before the Tribunal in January 2011. He did not believe that he had been a partner in the firm at the material time. When he had done his letter of resignation it had taken immediate effect on 1 October 2009. To him it was a grey area. He referred the Tribunal to the part of the earlier judgment, regarding the letter from his representatives dated 28 May 2010 to the effect that he discharged his professional

responsibilities of management and supervision over the firm up to 1 October 2009 and that his responsibility ceased on 1 October when he resigned. The Respondent also referred to another part of the judgment which said:

> "The Applicant submitted that the First Respondent did not deny that there had been a raid on client account but he denied that he was in any way involved in it as he had resigned from the partnership and had no further role after 1 October 2009."

17.7 The Respondent submitted that the earlier judgment did not clarify whether he was or was not a partner at the material time and this Tribunal would decide that. He referred the Tribunal to the Rule 5 Statement where it said:

> "The above allegation arises from the Respondent's failure to pay the 2009/2010 indemnity premium for cover within the ARP to Capita in the sum of £21,340.59, the first payment being due within 30 days of the credit note dated 29 October 2009. In addition the Respondent has failed to make payment to Capita in respect of their run off premium of £21,340.59. The first payment was due within 30 days of the credit note dated 29 June 2010..."

17.8 The Respondent emphasised the Applicant's reference to the 30 day periods, both of which fell after 1 October 2009. He also said that all of this should have been put before the Tribunal in January 2011. He admitted that he had not discharged his obligations as correctly and professionally as he should have done. When writing his letters of resignation he had thought he was giving notice to the Applicant and the banks and was resigning from the firm. In respect of whether he was a partner at the relevant time, he said that Mr S said he was going to bring in a Ms TK and assured him that she was qualified to take over as senior partner. He had had enough of the firm and wanted to walk away. This [these proceedings] was something that was coming back to haunt him from his association with the firm. He took the view that he was not a partner in the firm during the day on 1 October. He had resigned at midnight. Mr Miller asked him how that was consistent with what he had told the Tribunal last time. The Respondent said that it was not clarified on that occasion whether he had resigned or 30 September or 1 October. This Tribunal would need to decide based on the findings of the previous Tribunal. He agreed that in its findings, the earlier Tribunal had found that he had failed to notify all interested parties when he ceased to be involved in the practice adequately or possibly at all. He agreed that his resignation letters had not been sent to the Applicant or the bank and he believed that they had never been sent and that so far as the Applicant was concerned he continued to be a partner at least until the end of the year. The Respondent agreed that in respect of important matters such as no longer being a signatory to accounts and no longer having responsibility for the firm in the context of the Applicant, that he would have expected there to have been a response from the people to whom he had written and he had not received any. He said that there had been a "shortfall" on his behalf in respect of the letters due to the fact that when they went to open the bank accounts they had asked that they should be able to pick up the cheque book rather than have it sent by post. The Respondent was looking to move address. His belief was that they would reply to his London address. He should have followed it up and he didn't. He denied that he had put client money at risk by still having engagement with the bank,

because there were no clients and there was no money. He did not believe that the firm was in operation in October 2009.

17.9 The Tribunal had considered the submissions on behalf of the Applicant and the evidence including the sworn evidence of the Respondent. The Tribunal had noted the Respondent's reliance on an extract from the earlier Tribunal judgement referring to the letter of 28 May 2010 from his then solicitors about when his responsibility at the firm ceased. This was not conclusive as that part of the judgment merely recorded the case put on his behalf. None of the interested parties had received the notification of his resignation. He was the only partner at the material time and the earlier Tribunal had found that he had failed to take steps to divest himself of the partnership. This Tribunal found that the Respondent was a partner at the material time and was therefore liable to pay the ARP premium and the indemnity insurance premium for the year 2009/2010. The Tribunal found both allegations 1.1 and 1.2 to have been proved beyond reasonable doubt.

18. **The allegations against the Respondent, Mr Mohammed Aftab, made on behalf of the Solicitors Regulation Authority ("SRA") were that he failed:**

Allegation 1.3: to respond to the SRA's enquiries in an open, prompt and cooperative way in breach of Rule 20.03 of the Solicitors Code of Conduct 2007.

18.1 On behalf of the Applicant, it was submitted in the Rule 5 Statement that the Respondent had not responded to the Applicant's request for an explanation and additional information made during his telephone call to the Applicant on 6 June 2011. He had not responded either to a second letter dated 10 August 2011 requesting additional information by a specified deadline. Rule 20.05(1) [specified at paragraph 45 of the Rule 5 Statement rather than Rule 20.03, as set out in the allegation] provided that there was a duty to cooperate with the Applicant in an "open, prompt and cooperative way".

18.2 The Respondent denied allegation 1.3 but did not dispute in evidence that Capita had written to him, or the contents of the telephone conversation of 6 June 2011. He had had a lot of personal issues at the time. He accepted that he should have written to the Applicant and that he had not. He had subsequently found out from a letter from the Applicant that the matter had been passed to an authorised officer [who had decided to refer the matter to the Tribunal]. On receiving the letter he had contacted that officer and while their conversation had started pleasantly it had then become a bit heated. He had told her that he considered that the matter had been dealt with in January 2011 and that he was not a partner at the material time. He had referred her to the previous Tribunal findings. He felt that he was being unfairly persecuted and said that he would take the matter further. He had then heard by a letter of 27 October 2011 the matter had been passed to Mr Miller. The Respondent felt that the matter should have been dealt with in-house by the Applicant. He did not see why it had had to be brought to the Tribunal. He was bankrupt and the matter could have been passed to the Official Receiver so that he would take it over. In cross examination the Respondent agreed that he had not replied to the letter to him from Capita dated 9 May 2011. In respect of the Applicant's letter to him dated 25 May which was also sent to his Gateshead address, he agreed that he had responded by the telephone call

of 6 June 2011 and to some extent the note of the telephone conversation before the Tribunal was accurate. It included:

> "I asked him to put in writing what he had told me and include anything further he felt was relevant as it was in his interest to do so. He confirmed that he would"

18.3 The Respondent had explained during the call that the firm had never been in operation while he was a partner; they had never got insurance; they had not been trading; it was still open to the extent of trying to get insurance but they never did. This was another grey area. It was a firm that had no insurance and no trade, so unless it fell into the ARP; it had no obligation but to close. With respect to the penultimate paragraph of the telephone note quoted above, he agreed that that was how the conversation had ended and that he had not put in writing what he had told the Applicant or they would have received it. In respect of the letter addressed to him in Gateshead dated 10 August 2011 from the Applicant, he had never received it, although it was sent to the same address as the 25 May letter. He agreed that the address on both letters was his home address and that while Alo & Co Solicitors was included in the address, it was practising from London rather than Gateshead. The Respondent agreed that he had nothing to do with the firm after 1 October 2009 but the firm still existed. In respect of how this could be, as the firm needed a supervising partner, the Respondent said unfortunately he did not know the answer as he was no longer there. The firm should not have existed, it should have been closed; it was his duty and he had failed. If the Applicant had received his [resignation] letter it would have come in and closed the firm. He agreed that instead of resigning he should have closed the firm. He agreed that because it did not happen he had a residual liability and that he had not identified anyone to take over from him. He agreed that this was correct but he had not realised that. He agreed that the other person, Mr S, could not have responsibility because he was a Registered Foreign Lawyer and that a partnership had liabilities and that you could not just walk away. As the firm existed, it should have had a partner running it. He also agreed the public might reasonably say that as a solicitor he should have been aware and alert to his responsibilities as he was effectively the sole partner.

18.4 The Tribunal had considered the submissions on behalf of the Applicant and the evidence including the sworn evidence of the Respondent. The Respondent had admitted during his evidence that he did not discharge his obligations as he should have done and this included responding to the various enquiries from the Applicant in respect of the ARP situation. The Respondent's failure to co-operate with the Applicant as required by the Solicitors Code of Conduct was also clear from the documents. Accordingly the Tribunal found allegation 1.3 to have been proved beyond reasonable doubt.

Previous Appearances

19. There were no previous appearances save for case number 10556/2010 referred to in this judgment in which the Respondent was ordered to pay a fine of £3,000 and costs of £6,557.83.

Mitigation

20. The Respondent said that he had been made bankrupt on 20 September 2011 and that there were several conditions attached to his practising certificate. He was not permitted to be a partner or to have any dealings with client money. He was only permitted to work in employment approved by the Applicant. An agency had given him work from time to time but it had no suitable supervising solicitor and because of the conditions on his practising certificate he could not now do any work for it. He had been offered employment elsewhere but the Applicant had not felt that the proposed supervisor was suitable and had refused approval. A friend had offered him a position with his firm which had been approved by the Applicant but he could not presently give the Respondent any work and it was mainly conveyancing which the Respondent did not want to have anything to do with. So far nothing of the type of work that the Respondent had done previously, crime and Road Traffic Act matters had come his way. He was presently working as a self-employed taxi driver. He had been in receipt of money from the Solicitors Benevolent Fund which had allowed him to keep his vehicle on the road and continue working when it was threatened with seizure. He wished that after today the matter could be put to rest so that he could rebuild his career.

Sanction

21. The Respondent had not discharged his responsibilities in respect of the firm of which he was the sole partner He had buried his head in the sand. A solicitor's obligation to arrange professional indemnity insurance including run off insurance was important for the protection of clients. The Respondent had ignored that. However the Tribunal had taken into account that this was an additional aspect of a situation which had already been dealt with by an earlier Tribunal. It considered the matter serious enough to warrant a suspension rather than a fine but having regard to the fact that this matter was so closely connected to the earlier one, the Tribunal determined that a very short period of suspension, 21 days would be the appropriate sanction.

Costs

22. The Applicant applied for costs in the amount of £1,818.43 but accepted the Respondent's financial position made this problematic. The Respondent asked the Tribunal to bear in mind his financial situation and that he should be given a reasonable amount of time to pay by reasonable instalments as he did not wish to make his bankruptcy situation worse. The Tribunal was concerned to see the Respondent being brought back before it after all the other matters arising out of the firm had been dealt with some time ago. It was surprised that the Applicant had not looked into the insurance issues when investigating the firm. Mr Miller submitted that issues regarding the ARP had become greater since the earlier proceedings. In arriving at its decision on costs, the Tribunal took into account that the allegations proved before it arose out of circumstances which had already been referred to the Tribunal, and assessed the costs to be awarded to the Applicant at £900 but ordered having regard to the Respondent's financial circumstances that these should not be enforced without leave of the Tribunal.

Statement of Full Order

23. The Tribunal Ordered that the Respondent, Mohammed Aftab, solicitor, be suspended from practice as a solicitor for the period of 21 days to commence on the 25th day of June 2012 and it further Ordered that he do pay the costs of and incidental to this application and enquiry fixed in the sum of £900.00, such costs not to be enforced without leave of the Tribunal.

Dated this 9th day of July 2012
On behalf of the Tribunal

Mrs K. Todner
Chairman