The Respondent's Appeal against the Tribunal's decision lodged with the High Court (Administrative Court) was withdrawn.

SOLICITORS DISCIPLINARY TRIBUNAL

IN THE MATTER OF THE SOLICITORS ACT 1974 Case No. 10973-2012

BETWEEN:

SOLICITORS REGULATION AUTHORITY Applicant

and

ANTHONY ROBERT BOGAN Respondent

Before:

Mr D. Green (in the chair)
Mrs J. Martineau
Mr D. Gilbertson

Date of Hearing: 12th March 2013

Appearances

Ms Katrina Wingfield, solicitor of Penningtons Solicitors LLP, Abacus House, 33 Gutter Lane, London, EC2V 8AR for the Applicant.

The Respondent did not appear and was not represented.

JUDGMENT

Allegations

1. The allegations against the Respondent, Anthony Robert Bogan were that he:-

1.1 Employed or remunerated Mr J. A. James other than in accordance with a permission granted under Section 41 of the Solicitors Act 1974, Mr James' name having been struck off the Roll of Solicitors, contrary to Rule 1.04 and Rule 1.06 of the Solicitors' Code of Conduct 2007;

1.2 Employed or remunerated Mr J. Ure other than in accordance with a permission granted under Section 41 of the Solicitors Act 1974, Mr Ure's name having been struck off the Roll of Solicitors, contrary to Rule 1.04 and Rule 1.06 of the Solicitors' Code of Conduct 2007;

1.3 Employed or remunerated Dr A. R. Woodbridge other than in accordance with a written permission granted under Section 41 of the Solicitors Act 1974, Dr Woodbridge's practising certificate having been suspended while he was an undischarged bankrupt, contrary to Rule 1.04 and Rule 1.06 of the Solicitors' Code of Conduct 2007;

1.4 Employed or remunerated Mr M. J. Hampson other than in accordance with a written permission granted under Section 41 of the Solicitors Act 1974, Mr Hampson's practising certificate having been suspended while he was an undischarged bankrupt, contrary to Rule 1.04 and Rule 1.06 of the Solicitors' Code of Conduct 2007;

1.5 Allowed withdrawals to be made from client account without the specific and required signed authority having been obtained, contrary to Rule 23(1) of the Solicitors' Accounts Rules 1998 ("the SARs");

1.6 Failed to make arrangements for the effective management of his firm as a whole, contrary to Rule 5.01, Rule 1.04 and Rule 1.06 of the Solicitors' Code of Conduct 2007;

1.7 Submitted a professional indemnity insurance proposal form to "AON" insurers (dated 6 August 2010) that falsely stated that no employee or consultant of the firm had been or was subject to a petition for bankruptcy and that no employee or consultant had been the subject of an investigation by any regulatory department of the SRA or any other recognised body contrary to Rule 1.02 and 1.06 of the Solicitors' Code of Conduct 2007.

Allegation 1.7 was put on the basis that the Respondent was dishonest, although it was open to the Tribunal to find the allegation proved without finding any dishonesty.

Documents

2. The Tribunal reviewed all the documents submitted by the parties, which included:

Applicant:

- Application dated 18 April 2012;

- Rule 5 Statement and exhibit dated 18 April 2012;
- Statement of Costs of the Applicant dated 11 March 2013.

Respondent:

- Bundle of correspondence relating to the Respondent's application for an adjournment of the hearing set down for 17 October 2012, including:
  - Two letters to the Tribunal from the Respondent dated 2 October 2012 and 4 October 2012;
  - Undated emailed letter from Murdochs solicitors to the SRA providing the Respondent's formal response to the SRA's case note of 21 July 2011;
  - Report on the Respondent's treatment at Broadway Lodge dated 13 September 2012
  - A letter from the Tribunal dated 10 October 2012 refusing the application for an adjournment;
- Copy email dated 29 November 2012 from the Respondent to the then solicitor for the Applicant, detailing his responses to the allegations contained in the Rule 5 statement.

Tribunal:

- Memorandum of Adjournment of Hearing dated 17 October 2012

Preliminary Matter

3. Ms Wingfield noted that the Respondent was not present despite the fact that he had indicated that he would attend the hearing and answer all of the allegations. He had indicated to her on the telephone the previous day that he was currently in the West Midlands but he that would do his best to attend.

4. The Clerk informed the Tribunal that the Respondent had contacted the Tribunal on the previous evening to ask for directions to the Tribunal and to say he would do his best to attend. However, he had telephoned that morning to say that there was black ice on the roads where he was in the West Midlands and it was too dangerous to drive.

5. The Memorandum of the adjournment on 17 October 2012 was before the Tribunal. The matter had been adjourned on 17 October 2012 as the Respondent had been unwell and unable to attend. Ms Wingfield reminded the Tribunal that directions had been made on 17 October 2012 that, amongst other things, the Respondent should file and serve his response to the allegations contained in the Rule 5 Statement by 30 November 2012 and that if he wished to rely on his medical condition, including in relation to any application to adjourn the case, he should file and serve the medical report at least 14 days before the date of the substantive hearing. Whilst the Respondent had complied with the first of these directions, he had not served any further medical evidence.

6. In Ms Wingfield's submission it was clear that the Respondent did not intend to rely on his medical condition in order to seek a further adjournment of the hearing today. Indeed, the Respondent was not asking for an adjournment, he was stating that he was not going to attend the hearing, despite his declared intention to attend. The weather conditions were most severe in Sussex and Kent and would not have affected the Respondent if he had made a determined effort to come to the Tribunal. Ms Wingfield said that she opposed any further adjournment and in her submission it was unlikely that the Respondent would attend any further hearing if the matter was again adjourned.

7. The Respondent's position at this hearing could be distinguished from that at the hearing on 17 October 2012 when he had been unfit to attend. He had not indicated that he was unfit to attend today and it could be said that he had voluntarily absented himself from the hearing. The Tribunal was able to proceed in the Respondent's absence in these circumstances since, in Ms Wingfield's submission the conditions laid down in the cases of R v Jones [2002] UKHL5 and Tait v the Royal College of Veterinary Surgeons [2003] UKPC34 were met.

The Tribunal's Decision on the Preliminary Matter

8. The Tribunal would not grant a further adjournment and would proceed to hear the matter in the absence of the Respondent. It was satisfied that the Respondent was aware of the hearing date and had had ample notice of it. The Tribunal had heard the Respondent's reason for not attending, which it did not accept as providing an adequate explanation. The Tribunal had however, in the interests of fairness to the Respondent, considered the matter in the round as an application for an adjournment by the Respondent. The Tribunal had taken note of the Tribunal's own Practice Note on Adjournments and of the documentation relating to the previous adjournment of the substantive hearing and could find no circumstances which would justify a further adjournment.

9. In so far as proceeding in the absence of the Respondent was concerned, the Tribunal had applied the principles set out in R v Jones, as confirmed in the disciplinary Tribunal case of Tait v the Royal College of Veterinary Surgeons. The Tribunal had been mindful of its discretion to proceed with the hearing, balancing fairness to the Respondent with the public interest in proceeding with cases as expeditiously as possible. In all of the surrounding circumstances, the Tribunal did not believe that any adjournment would result in the Respondent's attendance and had concluded that on balance it was right that the matter should proceed. In any event, Rule 19 of the Solicitors (Disciplinary Proceedings) Rules 2007 provided the Respondent with a further safeguard whereby he could apply to the Tribunal for a rehearing in these circumstances.

Factual Background

10. The Respondent was born in October 1958 and was admitted as a solicitor on 15 January 1985.

11. At all material times the Respondent practised on his own account at Bogan Woodbridge Solicitors ("the firm"), 20 Windsor Street, Uxbridge, Middlesex, UB8 1AP.

12. On 13 October 2010 an inspection commenced of the firm's books of account and other documents by a forensic investigation officer of the SRA, Ms Lisa Bridges.

Allegations 1.1 and 1.2

13. Ms Bridges first attended the firm at 11 am on 13 October 2010, without notice of her visit having been given to the Respondent. The Respondent was not in attendance at the firm. Ms Bridges spoke with a Ms C who described herself as a "PA". Ms C said that the Respondent was not available and had not been in the office the day before either. She said that there was no one else in attendance and offered to telephone Mr James or Mr Ure; she also said that she did not have a telephone number for the Respondent. When asked who worked at the firm Ms C said that she did not want to answer any questions.

14. At around noon on that same day, the Respondent telephoned Ms Bridges and explained that he would not be in the office that day due to the serious illness of a close family member. He also confirmed to her that Mr James, Mr Ure and Ms C would be the attending members of staff at the firm that day. Ms Bridges explained that she would return to the firm that afternoon to speak with the staff and to view any of the requested information.

15. Ms Bridges returned to the firm that afternoon with Mr Ferrari, a senior investigation officer of the SRA. Ms C confirmed that she and Dr Woodbridge were the only persons in attendance that day. She stated that Mr James and Mr Ure worked at the firm on a full-time basis, but only came into the office on the days that the Respondent was present. She further confirmed that she did not report to a particular person but that if she needed to discuss a client matter she would speak with Mr James or Mr Ure.

16. On the following day Ms Bridges and Mr Ferrari returned to the firm and met with the Respondent. He confirmed that he was a sole practitioner and was responsible for the overall supervision and management of the firm. He said that he had applied to the SRA to employ Mr Ure and Mr James to provide 'back office' support. He later said that he had agreed to employ them because he had known them for a long time and that he was shocked that they had been struck off the Roll of Solicitors by the Solicitors Disciplinary Tribunal. He added that they had been employed by the firm permanently on a full-time basis since the commencement of the firm and that they continue to be employed even after they were struck off the Roll of Solicitors in January 2010. The Respondent then corrected himself and said that he was confused; Mr Ure and Mr James did not work at the firm until he obtained SRA approval for their employment on 30 June 2010.

17. From July 2009 and May 2009 respectively, Mr James and Mr Ure were subject to practising certificate conditions that required prior approval of their employment by a solicitor's firm from the SRA. On 14 January 2010 they appeared before the Solicitors Disciplinary Tribunal and were struck off the Roll of Solicitors. The Respondent

subsequently applied for approval to employ them pursuant to Section 41 of the Solicitors Act 1974 in June 2010, and their employment was approved on 30 June 2010 on the basis of conditions.

18. One of the conditions of employment was that neither Mr James nor Mr Ure should work on any client matter or have contact with clients. However, during the course of the investigation Ms Bridges found numerous examples of both Mr James and Mr Ure working on client matters and attending on clients.

19. An examination by Ms Bridges and Mr Ferrari of the office account statements, cheque-book, cheque-book stubs, chitties and office invoices identified that several payments were made out of the office bank account to Mr James and Mr Ure between January 2010 and June 2010. There had also been various incidences where funds had been paid into the firm's bank accounts between January 2010 and June 2010 by Mr Ure and there were a number of occasions where cancelled cheques had been signed by Mr Ure.

20. Mr James and Mr Ure had been partners in the firm of Alun James & Co from 17 February 2003 to 31 March 2004. They were then partners in Alun James & Co Ltd which was the successor practice to Alun James & Co from 1 April 2004. During an examination of the client account bank statements of the firm the investigation officers identified that £4,242,281.01 had been received into that account from Alun James & Co in six separate transactions between 26 October 2009 and 30 April 2010. The Respondent said that he was not aware of these transactions and when questioned was emphatic that his firm was not a successor practice to Alun James & Co.

21. Ms Bridges showed the Respondent examples of office account cheque stubs made out to "cash", which detailed cash payments to Mr Ure, Mr James and Ms C. Ms Bridges also showed the Respondent payments made out of office bank account to cover what appeared to be the liabilities of Alun James & Co. The Respondent said that he did not know about any of these and would not have authorised the payments.

22. When Ms Bridges and Mr Ferrari returned to the practice on 19 October 2010 the Respondent stated to that he had decided to terminate the employment of Mr James and Mr Ure. He provided copies of letters that he had written to them dated 15 October 2010 terminating their employment.

23. When Mr Ferrari returned to the firm on 20 January 2011 he found that Mr James and Mr Ure were still working at the firm.

<u>Allegations 1.3 and 1.4</u>

24. Dr Woodbridge and Mr Hampson were partners at the Woodbridge Partnership which was a firm that closed on the 30 September 2009. It was located at premises directly opposite the offices of the firm. Dr Woodbridge and Mr Hampson were declared bankrupt on 29 October 2009, which had the effect of suspending automatically their practising certificates.

25. When Ms Bridges attended at the firm on 13 October 2010, Dr Woodbridge was in attendance and stated that neither he nor Mr Hampson had made application to

terminate the suspension of their practising certificates or to seek SRA approval to work at the firm.

26. Dr Woodbridge also stated that both he and Mr Hampson did not carry out reserved activity work at the firm and they considered files in a purely administrative capacity. He denied that either of them were employees of the firm. The Respondent stated that Dr Woodbridge and Mr Hampson were remunerated by the firm for the work that they completed. The Respondent further confirmed that although Dr Woodbridge was not an employee of the firm, the firm allowed him office space, provided secretarial assistance and took a percentage of fees arising from the work that he completed.

27. Ms Bridges found several examples of Dr Woodbridge and Mr Hampson undertaking work on behalf of the firm without the required Section 41 Solicitors Act 1974 written permission being in place. In addition, a number of examples were found of Dr Woodbridge requesting cheques from client account and payments having been made to Dr Woodbridge, including a payment described as "holiday pay".

28. When Mr Ferrari returned to the practice on 20 January 2011 he found Dr Woodbridge still working at the firm.

Allegation 1.5

29. When Ms Bridges attended the firm on 14 October 2011, the Respondent stated that he had granted authority for Ms C to action telegraphic transfers from both the office and client accounts. The Respondent indicated that he believed that as the office manager she could be granted such authority. Ms Bridges explained to him that Rule 23(1)(e) of the SARs did not allow Ms C to be granted such authority as she could not be considered to be a manager of the practice. With this was pointed out to him the Respondent agreed that Ms C should not have been granted authority to make withdrawals from client account and that this constituted a breach of the SARs.

30. When Ms Bridges returned to the firm on 26 October 2010, the Respondent stated that any unauthorised withdrawals had only been from the office account and he confirmed that Ms C was still able to authorise electronic withdrawals from the client account.

Allegation 1.6

31. The investigation officers were concerned about the lack of arrangements for the effective management of the firm as a whole. In particular they found that:

    (a) there was a failure by the Respondent to regularly attend the practice or to be contactable;

    (b) the Respondent was unable to explain payments made out of office account by Mr Ure and Mr James;

    (c) funds had been paid into the firm's bank accounts by Mr Ure without the Respondent's knowledge;

(d) there were cancelled cheques signed by Mr Ure;

(e) the Respondent believed Ms C was supervising the practice;

(f) the Respondent said that he was unaware that large sums of money had been transferred into the firm's client account from Alun James & Co;

(g) the Respondent said that he was unaware of cash payments made to Mr Ure, Mr James and Ms C. The Respondent stated that the payments were not authorised by him;

(h) the Respondent stated that he was unaware of payments made out of the office account in relation to the liabilities of Alun James & Co;

(i) the Respondent stated that he had no knowledge of a letter written to the SRA on 14 July 2010 in his name concerning Mr Ure and Mr James and that he surmised that it had been written in his name without his authority or knowledge;

(j) the Respondent admitted to the investigation officers on 26 of October 2010 that Mr James and Mr Ure had control over the firm on a day-to-day basis including financial control;

(k) the Respondent had failed to control movements of monies in an out of client and office account by those not authorised to do so.

Allegation 1.7

32. A solicitor's professional indemnity proposal form for AON insurers was completed in the name of the Respondent and dated 6 August 2010. The form was submitted to AON and signed by the Respondent with him having answered "no" to all of the parts in question 4. Those questions included:

> "Has the Firm or any prior Practice or any present or former Principles, Partners, Members, Directors, Consultants and employees thereof:
>
> a Been the subject of an OSS/CCS/LCS investigation that has been upheld, or any investigation or intervention by any regulatory department of the Solicitors Regulation Authority or any other recognised body?
>
> …
>
> d Previously been or is currently the subject to a Petition for the Bankruptcy or Voluntary Insolvency Agreement or any other agreement with creditors?
>
> e Ever been refused a Practising Certificate or granted a Conditional Practising Certificate or been the subject of a costs or penalty order or reprimanded by the Solicitors Disciplinary Tribunal?"

33. At the relevant time Mr James and Mr Ure were working at the firm having been struck off the Roll of Solicitors in January 2010. In addition Dr Woodbridge and Mr Hampson continued to work at the firm and were, at the time, undischarged bankrupts.

34. When the Respondent was asked by the investigation officers about this he acknowledged that he had failed to disclose all relevant information on the form. He added that this was not a deliberate intention to deceive in that he genuinely believed the questions related solely to him as a sole practitioner.

Witnesses

35. Both the investigation officers, Ms Bridges and Mr Ferrari, gave sworn oral evidence. Their evidence is contained within the detailed Findings.

Findings of Fact and Law

36. The Tribunal noted that the Respondent had not made a signed witness statement but in all the circumstances gave such weight to the explanations contained in his email dated 29 November 2012 as was appropriate.

37. In the absence of the Respondent the Tribunal determined that the burden should be on the Applicant to prove each and every allegation beyond reasonable doubt.

38. The Tribunal had due regard to the Respondent's rights to a fair trial and to respect for their private and family life under Articles 6 and 8 of the European Convention for the Protection of Human Rights and Fundamental Freedoms.

39. Ms Wingfield told the Tribunal that they had before them serious allegations, including four breaches of Rule 1.04 and Rule 1.06 of the Solicitors' Code of Conduct 2007, relating to section 41 of the Solicitors Act 1974. Ms Wingfield told the Tribunal that she put her case on the basis that Section 41(1) of the Solicitors Act 1974 referred to "employing or remunerating" the person in question. In this case there were two periods to consider, that between Strike Off and employment with conditions and after employment with conditions. The Applicant's case was that the Respondent had not complied with the conditions.

40. There were three previous cases that had been before the Tribunal that were precedents for this case. In Ms Wingfield's submission the precise relationship between the Respondent and Mr James and Mr Ure should be interpreted in the widest possible sense. In the case of Andrew Godwin Cunnew (number 6134/1992) the Tribunal accepted that:

> "The intention of section 41 is that struck off solicitors be kept out of solicitors offices save in exceptional and closely regulated cases. Although not argued before them, the Tribunal believe it is useful to add that in its view the word "remunerate" should also be interpreted in its widest sense so that it not only means "to reward" or "to pay for services" but also "to provide recompense for". The payment of out of pocket expenses by the Respondent was therefore remuneration"

41. In Coxall and others (8401/2001) the Tribunal adopted the view expressed in Cunnew:

> "there is no doubt in the mind of the Tribunal that the mischief that the Section intends to address is the possibility of a struck off solicitor handling client's affairs under the cover of a firm of solicitors. A striking off order would be without effect if a former solicitor, subject to such an order, (however heinous his offence might have been), could continue to undertake the work he had previously undertaken as a solicitor simply by sheltering beneath the umbrella provided by another firm of solicitors. This would not be in the public interest nor would it be in the interest of maintaining the good reputation of the solicitors' profession".

and

> "The interpretation of the words "employ" and "remunerate" are to be given the widest interpretation, and in particular the word "employ" should also be taken to mean "use the service of".

42. Similarly, in the Tribunal's Findings in Cook (9624/2006):

> "The Tribunal also noted the cases referred to by the Applicant. Mr Randall who was a struck off solicitor had been working in the Respondent's practice. This was the mischief which section 41 sought to attack. The Respondent had known Mr Randall was a struck off solicitor. "Employed" or "remunerated" were to be interpreted widely. The arrangement between the Respondent, C & V and Mr Randall amounted to remuneration by the Respondent at the very least."

43. Ms Wingfield indicated that there were emails and documents from the Respondent's solicitors to the SRA within the exhibit bundle at Tab 16 and a letter from the Respondent dated November 24, 2010 to the SRA was at Tab 12, which should be taken into account by the Tribunal along with the Respondent's email dated 29 November 2012.

44. Allegation 1.1: Employed or remunerated Mr J A James other than in accordance with a permission granted under Section 41 of the Solicitors Act 1974, Mr James' name having been struck off the Roll of Solicitors, contrary to Rule 1.04 and Rule 1.06 of the Solicitors' Code of Conduct 2007;

Allegation 1.2: Employed or remunerated Mr J Ure other than in accordance with a permission granted under Section 41 of the Solicitors Act 1974, Mr Ure's name having been struck off the Roll of Solicitors, contrary to Rule 1.04 and Rule 1.06 of the Solicitors' Code of Conduct 2007;

44.1 The Respondent denied both of these allegations.

44.2 Ms Wingfield told the Tribunal that Mr James and Mr Ure had been struck off the Roll on 14 January 2010. The Findings of that Tribunal were at Tab 9 of the exhibit bundle and it could be seen from those Findings that Mr James and Mr Ure had had

two previous appearances before the Tribunal. The Respondent had confirmed in his email dated 29 November 2012 that he had been present at that hearing.

44.3 Ms Wingfield drew the Tribunal's attention to the document at Tab 2 of the exhibit bundle, which was the section 41 Solicitors Act 1974 approval for the employment of Mr James and Mr Ure by the firm, granted by the SRA on 30 June 2010. There were a number of stringent conditions on the approval:

> "1. Mr James and Mr Ure must be appropriately supervised daily by Mr Bogan and in his absence by a solicitor who has been admitted for more than 3 years and holds a practising certificate free from conditions;
>
> 2. Mr James and Mr Ure do not have their own caseloads;
>
> 3. Mr James and Mr Ure had no dealings with clients or third parties; Mr James and Mr Ure are not permitted to give undertakings in any circumstances;
>
> 4. Mr James and Mr Ure are not signatories to the firm's office or client accounts; the names of Mr James and Mr Ure are not permitted to appear on the firm's notepaper, website or publicity material;
>
> 5. any changes to the job descriptions of Mr James and Mr Ure must be notified to the SRA in advance and approval must be obtained before any changes are implemented."

It was further noted on the permission that the work to be undertaken by Mr James and Mr Ure would be "restricted to title checking, legal research and general back office support."

44.4 In Ms Wingfield's submission the Respondent was failing to supervise the firm and indeed was relying upon Mr James and Mr Ure as could be seen from the forensic investigation report and the memo made by Mr Ferrari concerning his visit on 20 January 2011. During the inspection the Respondent had said that he would terminate the employment of Mr James and Mr Ure and letters were produced dated 15 October 2010 informing them of his decision to terminate their employment as at that date. However on 26 October 2010 the Respondent contradicted his previous statement and told Ms Bridges that he had not terminated their employment.

44.5. The investigation officers had found various documents which provided evidence that Mr James and Mr Ure continued to be employed by the firm. There were transfers from the Alun James & Co client account into the firm's client account between 26 October 2009 and 30 April 2010 which totalled over £4 million. There were also payments from the office account of the firm for liabilities of Alun James and Co.

44.6 In her evidence, Ms Bridges confirmed the contents of the forensic investigation report. She had been the first investigation officer involved at the firm and had subsequently been joined by Mr Ferrari and her manager, Mr Becconsall. When she first attended at the firm on 30 October 2010, without notice having been given to the

Respondent, she found only Ms C present and Ms C had offered to telephoned Mr Ure or Mr James. Ms C told her that the Respondent did not attend the firm on a daily basis, but came in two or three times a week. She also said that Mr James and Mr Ure worked full time but only came into the office on the days when the Respondent was present. The Respondent was then contacted and said that he was a sole practitioner and that he had employed Mr Ure and Mr James since the firm's commencement and that they had continued to be employed after they had been struck off the Roll in January 2010. However the Respondent then corrected himself and said that they had only been employed after permission to do so was given by the SRA.

44.7 Ms Bridges confirmed that she had looked through the firm's books of account and had found several payments made out of the office bank account to Mr James between January 2010 and June 2010, at a time when the Respondent had stated that he was not employed at the firm. At Tab 4 of the exhibit bundle it could be seen that some of the payments had the words 'salary' or similar written on them, for instance that on 3 February 2010. There was a handwritten note from Mr Ure within that Tab of the exhibit bundle relating to reference 'T26', requesting a transfer from client account to office account and at Tab 5 Mr Ure's name appeared on several paying in slips dated in June 2010 at a time when the Respondent had stated that he was not employed by the firm. At Tab 6 of the exhibit bundle there was an example of a cheque that was drawn on the firm's client account that had been cancelled but that was signed by Mr Ure, the cheque was dated 14 April 2010. The Respondent was unable to provide an explanation. Similarly, there were further cancelled cheques at Tab 6 of the exhibit bundle which had been signed by Mr Ure in March and April 2010. The Respondent had said that he was surprised Mr Ure had signed any cheques as he would not have been a signatory to the bank account. Ms Bridges said that despite requests the forensic investigation officers had never received the bank mandates.

44.8 Ms Bridges confirmed that she had shown the Respondent a letter dated 4 February 2010, signed by Mr Ure, requesting a transfer of £200,000 from the Alun James & Co client account to the firm's client account. The Respondent had said that he was not aware of this transfer and he was shocked by it. In addition, although the firm had been in business less than a year there were approximately 2000 client ledger balances recorded; when the Respondent had been asked about the number of clients the firm are taken on since commencement he indicated it would be approximately 350.

44.9 Ms Bridges had discovered payments out of office bank account to cover what appeared to be the liabilities of Alun James & Co and that the Respondent had said that he was not aware of these payments having been made and would not have authorised them. He went on to say that it was "my firm and I was the managing, I can see that I have done thoroughly bad job…". The Respondent produced a letter he had found written to the SRA on 14 July 2010 in his name concerning Mr Ure and Mr James and he said he had no knowledge of it and surmised it had been written in his name without his authority or knowledge. The Respondent acknowledged that he had not been supervising the firm correctly said that there were several reasons for it including his ill-health and he had "taken his eye off the ball".

44.10 In his evidence to the Tribunal, Mr Ferrari said that the Respondent had made inconsistent statements about the employment of Mr James and Mr Ure. He had initially said that they had been at the firm since October 2009.

44.11 When he had attended at the firm again on 20 January 2011 Mr Ferrari had been surprised to find Mr James and Mr Ure present but the Respondent had not been there. Mr Ferrari had been informed that the Respondent had not been in the office since the previous week and had been consulted by telephone. After he had left the office the Respondent had made contact with him and had said that he was surprised and concerned that Mr Ferrari had revisited the firm. At that stage a meeting was arranged for 28 January 2011 and the Respondent was interviewed, the interview having been digitally recorded by Mr Ferrari. There was a copy of that interview at Tab 14 of the exhibit bundle.

44.12 Mr Ferrari said that he had not seen the locum solicitor Ms H referred to by the Respondent but he did note from the accounts that a locum was being paid. When questioned by the Tribunal concerning whether another locum referred to by the Respondent, a Mr D, was on call during this period, Mr Ferrari replied that there had been no negotiations with Mr D and he was not supervising the firm.

44.13 Mr Ferrari referred to his concern over the movement of monies by Mr Ure during the first part of 2010 exemplified in the exhibit bundle when he was not supposed to be present at the firm.

44.14 The Respondent addressed these two allegations in his email dated 29 November 2012. He had attended the hearing of the Tribunal at which Mr James and Mr Ure had been struck off. He denied that he employed either Mr Ure for Mr James between the period of 14 January 2010 when they were struck off the Roll and the 30 June 2010 when he was granted permission to employ them by the SRA. However, that was not to say that they were not present at the office in Uxbridge and received money from him through the firm's office account. In the Respondent's submission they had every entitlement to attend the office as it belonged to them and they had their own personal business to attend to from the premises. They owned the furniture and equipment and had a number of personal commercial property development transactions which were in progress. Part of the monies that were paid reflected the prospect that in the event that he was unsuccessful in obtaining permission to employ them he would have to pay something towards the office contents and the goodwill of their former practice. They were entitled to some monetary payment and the Respondent acknowledged this but he denied that they had received "remuneration" in connection with their involvement with the firm during this period because they were not involved with the firm.

44.15 The Respondent said that having obtained permission to employ Mr James and Mr Ure he then did his utmost to comply with the conditions attached to that permission. It was agreed that in addition to looking after routine back office matters Mr James and Mr Ure would also undertake routine title checking on residential conveyancing matters leaving Ms C to interface with the clients. It was made clear that neither Mr James nor Mr Ure should have any direct contact with clients and Ms C should refer anything involving client contact that was beyond her ability directly to him. Ms C was an extremely competent and experienced conveyancing assistant.

44.16 With the exception of two periods of one week each in duration at a rehabilitation centre in London and a period of about five days when he was away from the office

due to serious illness of a close family member, he attended the office regularly. On days when he was unable to attend he was always available on the telephone and within a short distance of the office so that he could attend in an emergency. On those days he would telephone the office first thing in the morning and again before the office closed. He could recall two occasions when urgent papers for cheques requiring his signature were required and those were delivered to him by Mr James. He engaged a solicitor by the name of Ms H and agreed to take her on a self-employed consultancy basis. He made her aware of the conditions attached to Mr James and Mr Ure's employment and because she was local she said she was willing and able to attend the office whenever required. When he was at the rehabilitation centre he was available and in contact with the office during his treatment. Prior to committing himself for treatment he had a meeting with a Mr D, a solicitor who was known both to him and Mr James, who was aware of the setup at the firm and his health issues. He agreed to provide locum cover if needed during his absence.

44.17 The Respondent went on to say that much of the evidence in support of the allegations centred on comments made to the investigation officer by Ms C and some cancelled cheques and paying in slips signed by Mr Ure. As to the latter the Respondent was unable to see that much weight could be given, the cheques were cancelled and there was a simple explanation as to why Mr Ure paid monies into the firm's bank account on any particular occasion. Although the daily banking was one of the Ms C's duties there were occasions when she was unable to get to the bank. On such occasions any member of staff had the Respondent's authority to go to the bank. The Respondent and Ms C had a difficult working relationship but she was very good at her job. There were however inconsistencies in her comments that were made to the investigation officers. In short, Ms C was not a credible witness in these matters.

44.18 The Tribunal had listened carefully to Ms Wingfield's submissions and to the evidence of the investigation officers and had thoroughly reviewed all of the documentation before it, including the Respondent's response to the allegations. The Tribunal found both of the allegations to have been proved beyond a reasonable doubt on the facts and documents before them.

44.19 The Respondent had known Mr James and Mr Ure to be struck off solicitors; by his own admission he had attended the Tribunal on 14 January 2010, the day that they were struck off. There was ample evidence to show that both of them had been working at the firm between that date and 30 June 2010, the date on which the Respondent had obtained approval by the SRA to their employment subject to stringent conditions. Indeed it appeared to the Tribunal that the firm had carried on in much the same way as before. It was clear that during this time that they had been "busy" and that they were remunerated and the previous cases referred to by Ms Wingfield on this aspect were persuasive. In any event the Tribunal found that following Coxall, the Respondent had "used the services of" both Mr James and Mr Ure during this period. Further, there was also compelling evidence before the Tribunal that, following the approval of the SRA of their employment, the Respondent had not complied with the conditions imposed by the SRA.

45. **Allegation 1.3 Employed or remunerated Dr A R Woodbridge other than in accordance with any written permission granted under Section 41 of the Solicitors Act 1974, Dr Woodbridge's practising certificate having been**

suspended while he was undischarged bankrupt, contrary to Rule 1.04 and Rule 1.06 of the Solicitors' Code of Conduct 2007;

Allegation 1.4 Employed or remunerated Mr M J Hampson other than in accordance with the written permission granted under Section 41 of the Solicitors Act 1974, Mr Hampson's practising certificate having been suspended while he was undischarged bankrupt, contrary to Rule 1.04 and Rule 1.06 of the Solicitors' Code of Conduct 2007;

45.1 The Respondent denied both of these allegations.

45.2 In her evidence, Ms Bridges confirmed that neither Dr Woodbridge nor Mr Hampson had practising certificates during the course of her investigation and that when she attended the firm on 13 October 2010, Dr Woodbridge was in attendance and that by his own admission, Dr Woodbridge had not made any application to terminate the suspension of his practising certificate or to seek SRA approval to work at the firm. The same circumstances had applied to Mr Hampson. Dr Woodbridge had said that both he and Mr Hampson could not carry out any reserved activity work at the firm that they would look at files in a purely administrative capacity. He also confirmed that neither he nor Mr Hampson had any equity or financial interest in the firm. Dr Woodbridge said that he came into the offices of the firm four days a week and he had his own secretary who was paid for by the firm. The Respondent stated that Dr Woodbridge was not an employee of the firm but that the firm allowed him office space, provided secretarial assistance and took a percentage of any fees arising from work conducted by him. The Respondent also confirmed that the arrangement with Dr Woodbridge had been in place since late 2009.

45.3 The Respondent had also confirmed to the investigation officers that Mr Hampson worked at the firm under an identical arrangement.

45.4 Ms Bridges confirmed that she had found several examples of Dr Woodbridge undertaking work on behalf of the firm during the course of the investigation. At tab 10 of the exhibit bundle were exhibited several invoices from a Ms H for secretarial work, addressed to the firm and which had been signed by Dr Woodbridge. At page 104 of the exhibit bundle could be seen a letter to a client which ended with the words "Dr Anthony R Woodbridge now with Bogan James, solicitors". There was a letter with a similar ending from Mr Hampson at page 105 of the exhibit bundle. There were also several examples within that part of the exhibit bundle when Dr Woodbridge had requested cheques from client account for matters on which he appeared to have conduct. The office accounts showed a series of payments being made to Dr Woodbridge and one of the office receipts referred to Dr Woodbridge receiving holiday pay.

45.5 Ms Bridges also confirmed that Mr Ferrari had advised the Respondent that Dr Woodbridge's presence at the firm was in breach of section 41(1) of the Solicitors Act and that the Respondent had acknowledged this, however when she had returned to the firm on 26 October 2010 Dr Woodbridge was again in attendance and when this was discussed with the Respondent he said was not possible for him "to get rid of people in two to three days".

45.6 In questioning from the Tribunal Ms Bridges confirmed that she had discovered no contract of employment for Dr Woodbridge or Mr Hampson and that both denied being employed and that the Respondent denied employing them. However in her opinion the presence of the sign off paragraphs on the letters gave clients the impression that they were employees and that was what a client would believe. If they had just been winding down their practice then Ms Bridges would have expected to see them dealing with those matters. However, their client account had been transferred into that of the firm and their matters had been similarly transferred. Ms Bridges believed that this was a successor practice. Whilst there was no evidence that they were dealing with new matters, they were dealing with old matters under the umbrella of the firm and getting financial benefits from that arrangement. In her view they were working at the firm and for the firm. As they were at the firm and being paid they were employed. On page 69 of the exhibit bundle it could be seen from the bank statement relating to the firm's client account that £550,065 had been transferred into client account from the Woodbridge Partnership on 2 November 2009.

45.7 In his evidence Mr Ferrari said that the Respondent had told him that Dr Woodbridge and Mr Hampson had been at the firm since late 2009. The Respondent had known that both were undischarged bankrupts and that their practising certificates had been suspended. When Mr Ferrari had made his unannounced visit to the firm on 20 January 2011 Dr Woodbridge was still present at the firm.

45.8 In his response to the allegations, the Respondent denied that he employed either Dr Woodbridge or Mr Hampson. When he had been approached initially by them they had explained that they were in the process of closing the Woodbridge Partnership because it was no longer economically viable, they both declared themselves bankrupt and had been asked by the landlord to vacate their office premises. They had asked the Respondent whether he could assist by providing some office space and use of office facilities so that they could complete their residual live caseload. He saw no reason why he should not help and agreed to let them use his facilities. In return for the use of his office it was agreed to share the fees generated on any matter that belonged to the former partnership. He believed the Dr Woodbridge had informed the SRA and continued to liaise with the SRA particularly in relation to his application for a new practising certificate. The Respondent did not believe that either Dr Woodbridge or Mr Hampson had held themselves out to be solicitors or had undertaken any reserved work.

45.9 The Respondent admitted that both Dr Woodbridge and Mr Hampson had received money from the firm but a stated that it was not for work undertaken on behalf of his firm. In accordance with their arrangement any monies received represented a proportion of the fees that were generated on the residual partnership files. There was a reference in the exhibit bundle to "holiday pay" for Dr Woodbridge. The Respondent believed that these monies related to monies that were to become due to Dr Woodbridge on a partnership file whilst he was away on holiday.

45.10 The Respondent stated that at no time during their association did either Dr Woodbridge or Mr Hampson undertake any work on any matter generated by the firm.

45.11 The Tribunal had examined all of the documentation in this matter very carefully, listened to what the witnesses had had to say and taken careful account of the Respondent's explanations. There was no doubt that the Respondent had known both that Dr Woodbridge and Mr Hampson were undischarged bankrupts and that they had no practising certificates. There was a wealth of evidence before the Tribunal to show that both Dr Woodbridge and Mr Hampson had been working at the firm, had represented themselves in a way that was likely to lead a client to conclude that they were employees of the firm, had taken drawings from the firm and placed a substantial amount of capital into the firm's client bank account on 2 November 2009. Following her previous submissions Ms Wingfield had established to the Tribunal's satisfaction that both Dr Woodbridge and Mr Hampson had been "employed or remunerated" by the Respondent.

45.12 The Tribunal therefore found both of these allegations to have been established beyond a reasonable doubt on the facts and documents before them.

46. Allegation 1.5: Allowed withdrawals to be made from client account without the specific and required signed authority having been obtained, contrary to Rule 23(1) of the Solicitors' Accounts Rules 1998

46.1 The Respondent admitted this allegation to the extent that he had unwittingly been in breach of Rule 23(1) of the SARs.

46.2 In her evidence to the Tribunal, Ms Bridges confirmed that, when she had spoken to the Respondent on 14 October 2010, he had told her that he had granted authority for Ms C to action telegraphic transfers from both the office and client bank accounts. He had further said that he believed that as Ms C was the office manager she could be granted such authority. When Ms Bridges had pointed out to the Respondent that Ms C should not have been granted authority and that this constituted a breach of the SARs, the Respondent had agreed that Ms C should not have been granted such authority.

46.3 Ms Bridges also confirmed that during the course of the investigation it had been noted that several payments had been made from the office bank account to Ms C's personal account. Between 6 November 2009 and 24 September 2010 29 transfers totalling £31,764.94 had been paid into Ms C's personal account, the relevant documents were at Tab 11 of the Exhibit bundle. When this matter was discussed with the Respondent, he was surprised and noted that Ms C was receiving more money from the firm that he himself had taken. He had also commented that several payments were "nice round figures". He said that he believed Ms C's salary was approximately £22,000.

46.4 Ms Bridges also confirmed that the Respondent had said that Ms C's correct title was that of Office Manager. He had also said that Ms C had several years' experience and could adequately deal with the more routine enquiries on a conveyancing matter. He also said that Ms C was able to authorise CHAPS payments on conveyancing matters and had admitted that Ms C could have conduct of a conveyancing matter of which he would have no knowledge. Ms Bridges had noted from the file review of one conveyancing matter that Ms C had signed the Certificate of Title in respect of the

mortgage advance, although the name of the authorised signatory was 'A Bogan'. The Tribunal was taken to the relevant document in the exhibit bundle.

46.5 When Ms Bridges and Mr Ferrari had returned to the firm from 19 October 2010, the Respondent said he had not yet spoken with Ms C about the unauthorised payments she had made. He had however said that he was now reluctant to allow her to access the cheque books. On 26 October 2010, Ms Bridges again asked the Respondent what actions he had taken concerning Ms C and the Respondent had then confirmed that Ms C was still able to authorise electronic withdrawals from client account.

46.6 In his evidence Mr Ferrari said that during his interview on 28 January 2011 the Respondent had confirmed that Ms C was still in the role with access to the accounts. When the Respondent had been asked what investigations he had conducted it appeared that he had not done much and the situation continued as before.

46.7 In his response contained within his email dated 29 November 2012, the Respondent said that the mechanics of all conveyancing completions, including the transmission of money by telegraphic transfer, were conducted by Ms C with his authority. To that extent she had his authority to access the firm's CHAPS terminal and liaise with the bank when necessary.

46.8 The Tribunal found this allegation to have been proved beyond a reasonable doubt on the facts and on the documents. Indeed the Respondent had admitted that he had been in breach of rule 23(1). The Tribunal did not accept that the breach had been "unwitting" as the Respondent had allowed it to continue even after it had been pointed out to him that Ms C was not a "manager" as defined in the SARs.

47. **Allegation 1.6 Failed to make arrangements for the effective management of his firm as a whole, contrary to Rule 5.01, Rule 1.04 and Rule 1.06 of the Solicitors Code of Conduct 2007;**

47.1 The Respondent denied this allegation except to the extent that he failed to have in place proper procedures to prevent unauthorised access to the firm's office account.

47.2 In her evidence Ms Bridges said that she confirmed the contents of the forensic investigation report concerning this matter. When she had asked the Respondent if he had any explanation for the lack of supervision, he had said that he believed Ms C was "doing all this" which she said she understood to mean that he had delegated supervision to Ms C.

47.3 In his email dated 26 November 2012 the Respondent maintained that the practice was well managed. He said that it had become apparent during the investigating officers visits that Ms C had made unauthorised payments from office account to herself, Mr Ure and Mr James using the firm's CHAPS terminal. He went on to say that to his knowledge there were no client complaints and referred to his letter to the Tribunal dated 4 October 2012 and in particular to the comments made by his solicitors to the SRA. He had instructed solicitors to affect an orderly closure of the practice following the SRA investigation. At the time he was utterly dismayed at the manner in which the SRA had conducted the investigations, the behaviour of his own staff and concerns about his health. The solicitors he had instructed had confirmed

that the client account was "in good order" and that the files inspected to assess the status of the compliance aspects of his firm "evidenced a well-run regime". Whilst it was true that some of the statements that he had purportedly made to the investigating officers implied that he did not have his hand firmly on the tiller, such statements had to be put into context. The first and second visits by the investigating officers were unannounced and had taken him by surprise. On each of the three visits he asked to know the reason for the inspection. His reason for asking on the first occasion was out of a genuine desire to assist the investigation. On the second and third visits it was probably more out of fear because there had been suggestions and innuendo concerning large sums of money improperly moving in and out of client account. It had been impossible to identify specific receipts or payments appearing on bank statements on the spot without access to his accounts system and individual files. On reflection after the event it seemed obvious that there would be large sums of money moving in and out of client account in any busy conveyancing practice.

47.4 The Tribunal had considered all of the documentation, oral evidence and submissions that were before them in careful detail. It had concluded that there was overwhelming evidence to show that the Respondent had not made arrangements for the effective management of the firm. The Tribunal had heard evidence that the Respondent did not regularly attend at the firm and that he was unable to explain payments made into and out of both client and office account. He had stated to the investigation officers that he believed Ms C was supervising the practice, when she had not been in a position to do so. He had admitted to the investigation officers on 26 October 2010 that Mr James and Mr Ure had control over the firm on a day-to-day basis.

47.5 The Tribunal accordingly found this allegation to have been substantiated beyond a reasonable doubt on the facts and documents before it.

48. Allegation 1.8: Submitted a professional indemnity insurance proposal form to "AON" insurers (dated 6 August 2010) that falsely stated that no employee of consultant of the firm had been or was subject to a petition for bankruptcy and that no employee or consultant had been the subject of an investigation by any regulatory department of the SRA or any other recognised body contrary to Rule 1.02 and 1.06 of the Solicitors Code of Conduct 2007.

48.1 The Respondent admitted that the insurance proposal which he submitted contained inaccurate information but denied that that there was any intention to mislead or deceive the insurance company. He therefore denied dishonesty in relation to this allegation.

48.2 Ms Wingfield referred to the PII form at Tab 15 of the evidence bundle. It could be seen that the response "no" had been put against a number of questions regarding, amongst other things, employees of the firm. These statements were untrue. It was clear that the Respondent had not signed the form but it had been submitted to AON insurers in the Respondent's name. The form was dated 6 August 2010, some five weeks after the Respondent had received approval to employ Mr James and Mr Ure. Dr Woodbridge and Mr Hampson continued to work at the firm and they were at the time undischarged bankrupts.

48.3 Ms Wingfield told the Tribunal that the Applicant put this allegation on the basis of dishonesty, although it was open to the Tribunal to find the allegation proved without finding dishonesty. She reminded the Tribunal that the test to be applied in assessing whether the Respondent had been dishonest was the dual one set out in the case of Twinsectra Ltd v Yardley and Others [2002] UKHL 12. In Ms Wingfield's submission, the Respondent had realised the importance of filling in the PII form correctly, he had been in practice a long time and knew that the form must be completed extremely carefully. He knew that it was dishonest to fill out such a form incorrectly and the objective and subjective tests in Twinsectra were met.

48.4 There was no medical evidence before the Tribunal to show that the Respondent's judgement would have been affected by his chronic alcoholism. He himself had stated that it did not affect his ability to work. If it did affect his judgement then, in Ms Wingfield's submission, he should not have been in the office completing such forms.

48.5 In his response to the allegations, the Respondent accepted full responsibility for the information which his firm provided. The proposal form had been given to him along with the daily post for signature on the relevant day. The information in the proposal which was not correct related to declarations concerning matters such as previous claims history, complaints, disciplinary sanctions and insolvency and before signing the form he did skim read it and so was aware of the questions contained in the form. However, he had wrongly assumed that the questions and the replies that were to be given related only to him as a sole practitioner. He had been a sole practitioner most of his working life without employing assistants and he was used to completing and signing indemnity insurance proposals, answering questions as they related to him personally. He had never before been the subject of disciplinary proceedings, formal complaints or negligence claims, neither had he been adjudged bankrupt nor entered into any arrangement with creditors. He had made an honest mistake in failing to address his mind to both Mr James and Mr Ure who were at the material time employed by him and who had been or were the subject of most if not all of the matters referred to in the particular question. In the Respondent's submission he was negligent. With hindsight he should have removed the proposal form from his ordinary post and set it aside for detailed scrutiny at less busy time of the working day. He regretted that he had not done so.

48.6 The Tribunal found this allegation to have been proved beyond a reasonable doubt on the facts and documents before them. Indeed it had been admitted by the Respondent. In so far as dishonesty was concerned, the Tribunal had considered the objective test as set out in Twinsectra; the test was whether the Respondent's conduct was dishonest by the ordinary standards of reasonable and honest people. The Tribunal found that such conduct was clearly objectively dishonest. However, in considering the subjective part of the test, as to whether the Respondent himself realised that by those same standards his conduct was dishonest, the Tribunal was not satisfied. There was some reasonable doubt as to whether the Respondent, at the time of submitting the form, knew that his actions were dishonest. He had indeed been a sole practitioner for many years and by his own admission had only briefly perused the form before submitting it. Accordingly, the Tribunal did not find that the Respondent had been dishonest in relation to this allegation.

Previous Disciplinary Matters

49. None.

Mitigation

50. The Respondent had not presented any mitigation to the Tribunal save that contained in his email dated 29 November 2012 to the previous solicitor representing the Applicant.

Sanction

51. The Tribunal referred to its Guidance Note on Sanctions when considering sanction.

52. The Tribunal had found all of the allegations against the Respondent proved beyond a reasonable doubt but had not found any dishonesty. Nevertheless, the Tribunal regarded the totality of the matters before them as very serious. The Respondent had been both grossly reckless and irresponsible in his actions and omissions and had displayed a lack of due diligence. The combination of circumstances that he had allowed to subsist at the firm was hugely risky and indeed exposed the public to unacceptable risks. He had been compliant in the arrangements that had allowed two individuals who had been struck off by the Tribunal to continue in practice, thereby thwarting the intentions of the Tribunal and the regulatory system. In return for the shelter of his practising certificate he had obtained premises and a practice, so there had been an element of personal gain involved. The fact that he had been in a vulnerable state at the time of these events did not excuse the Respondent's behaviour.

53. In these circumstances the Tribunal could find no mitigating factors, save that the Respondent's judgement must have been impaired by his medical condition, which was chronic alcoholism. Whilst the Tribunal accepted that there had been no loss to clients, there had been a potential for such loss. The Respondent's actions had been both deliberate and repeated and had continued over a period of time. The allegations were of the utmost seriousness short of dishonesty and the Respondent's culpability for what had occurred was of the highest order. It followed that any sanction imposed upon the Respondent should operate so as to remove the Respondent from practice, any lesser sanction was clearly inappropriate.

54. The Tribunal had concluded that an indefinite suspension was not appropriate in all of the circumstances; there was no compelling and exceptional personal mitigation and neither was there a realistic prospect that the Respondent would recover or respond to retraining so that he no longer represented a material risk of harm to the public or to the reputation of the profession. It was the Tribunal's determination that, in order to protect the public and maintain the reputation of the profession, the appropriate and proportionate sanction would be that of strike off.

Costs

55. Ms Wingfield applied for costs in the sum of £23,753.44. She told the Tribunal that the Costs Schedule had not been served upon the Respondent as she had been expecting him to attend.

56. There was no evidence of the Respondent's financial position, although Ms Wingfield noted that he had said he was homeless and impecunious. The Applicant did not accept this statement without further proof. A letter concerning the position on costs following the case of SRA v Davis & McGlinchey [2011] EWHC 232 (Admin) had been sent to the Respondent on 6 March 2013 but there had been no response. Ms Wingfield told the Tribunal that that this was probably because he was no longer at the address.

57. In questioning from the Tribunal Ms Wingfield confirmed that the transition from the previous solicitor acting for the Applicant had not caused any duplication of costs but that there was some costs included in the Costs Schedule to represent his attendance at the hearing on 17 October 2012.

58. The Tribunal had carefully examined the Costs Schedule and concluded that the Costs applied for had been properly incurred. The Tribunal also noted that there was very little substantive information concerning the Respondent's financial position. However, the Respondent had been struck off the Roll of Solicitors and his means were a relevant consideration in relation to the quantum of costs (D'Souza v The Law Society [2009] EWHC 2193 (Admin)). In all of the circumstances, the Tribunal did not believe that it was just to make an immediate order for costs against the Respondent but neither was it right that the costs of this matter should fall upon the rest of the profession. The Tribunal would order costs in the sum of £23,753.44, not to be enforced without leave of the Tribunal.

Statement of Full Order

59. The Tribunal Ordered that the Respondent, Anthony Robert Bogan, solicitor, be Struck Off the Roll of Solicitors and it further Ordered that he do pay the costs of and incidental to the application and enquiry fixed in the sum of £23,753.44, such costs not to be enforced without leave of the Tribunal.

Dated this 8th day of May 2013
On behalf of the Tribunal

D. Green
Chairman