SOLICITORS DISCIPLINARY TRIBUNAL

IN THE MATTER OF THE SOLICITORS ACT 1974 Case No. 11168-2013

BETWEEN:

SOLICITORS REGULATION AUTHORITY Applicant

and

ZIAD AL RAWI Respondent

Before:

Mr L. N. Gilford (in the chair)
Mr. J. P. Davies
Mr S. Marquez

Date of Hearing: 4 March 2014

Appearances

Ms Nimi Bruce, solicitor, of Capsticks Solicitors LLP, 1 St George's Road, Wimbledon, London SW19 4DR for the Applicant.

The Respondent, Mr Ziad Al Rawi, appeared and represented himself.

JUDGMENT

Allegations

1. The allegations against the Respondent, Mr Ziad Al Rawi, made in a Rule 5 Statement dated 23 July 2013 were that, whilst in practice at Ashton Page Solicitors in Hounslow:

1.1 Made improper withdrawals from his client account;

1.2 Failed to remedy a breach promptly, in not replacing improper withdrawals made from his client account;

1.3 Failed to conduct client account reconciliations at five weekly intervals

and thereby breached all or alternatively any of Principles 2, 4, 5, 6, 7, 8 and 10 of the SRA Principles 2011 ("the Principles") and further or alternatively failed to achieve all or alternatively any of outcomes O(1.1), O(1.2), O(7.4) and O(10.3) of the SRA Code of Conduct 2011 ("the Code") and further or alternatively breached all or alternatively any of Rules 1.2 (a), (b), (c), (e), and (f), Rule 7.1, Rule 20.1 and Rule 29.12 of the SRA Accounts Rules 2011 ("the Accounts Rules");

1.4 Operated as a sole practitioner whilst the firm was recognised by the Solicitors Regulation Authority as a partnership

and thereby breached all or alternatively any of Principle 7 of the Principles and further or alternatively breached the Solicitors Regulation Authority Practice Framework Rules 2011.

2. It was further alleged that by reason of the matters set out at 1.1 above the Respondent's conduct was dishonest.

Documents

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

Applicant:-

- Application dated 23 July 2013
- Rule 5 Statement, with exhibit "NB1", dated 23 July 2013
- Service bundle
- Note on behalf of the Applicant, dated 25 February 2014
- Schedule of costs, dated 26 February 2014

Respondent:-

- Respondent's bundle, including submissions, copy correspondence, information on Respondent's financial position and medical report dated 6 December 2013
- Debt Advisory Line documentation

Preliminary Matter – Procedure

4. At the beginning of the hearing, the Chair explained to the Respondent the procedure which would be followed. The Respondent was informed that he would be able to make submissions and/or give evidence. His attention was drawn to the Tribunal's Practice Direction Number 5 on inferences which can be drawn if a Respondent does not give evidence and he was informed that if he gave evidence he could be cross examined. It was noted that there appeared to be no dispute on the factual background, save in relation to the recipient of one transfer, and there being no objection by the Respondent the Forensic Investigation Officer was permitted to remain in court whilst the case was opened. The Tribunal confirmed to the parties that all of the papers submitted before the hearing had been read.

Factual Background

5. The Respondent was admitted to the Roll of Solicitors in 2004. At all relevant times he practised at Ashton Page Solicitors, Craneshaw House, 8 Douglas Road, Hounslow, Middlesex TW3 1DA ("the Firm").

6. An investigation into the Firm's books of account was commenced on 27 November 2012 by Mr Sean Grehan, a Forensic Investigation Officer ("FIO") of the Applicant and as a result of the investigation the FIO prepared a report dated 10 December 2012 ("the FIR"). The Firm was intervened on or about 11 January 2013.

7. The FIR contained evidence which was relied on by the Applicant in support of the allegations. There was no substantial dispute over the factual matters contained in the FIR, save in one respect which will be noted below.

<u>Improper withdrawals from client account</u>

8. The FIR identified three areas in which there had been improper withdrawals from client account: transfers from client to office account/inappropriate expenditure; client debit balances; and unallocated transfers.

9. On 28 November 2012 the Respondent provided the FIO with a list of client liabilities as at 30 September 2012 which, after adjustment, totalled £306,735.81. This was compared with the cash held in the Firm's client account which, after allowance for uncleared items, showed a balance of £202,617.78. There was therefore a cash shortage of £104,118.03 on client account.

10. On 28 November 2012 the Respondent agreed that the cause of the client account cash shortage as at 30 September was £91,000 of improper withdrawals from the client account, £10,517.48 of client debit balances and £2,600.55 of unallocated transfers.

Transfers client to office account/inappropriate expenditure

11. The Respondent further accepted that an additional £5,000 had been withdrawn from the client bank account but had been replaced on 31 May 2012, so the total sum of improper withdrawals amounted to £96,000.

12. The Respondent reviewed the client bank account statements and highlighted eight withdrawals from the client account totalling £96,000; in each case the withdrawn money had been paid to the office account. The withdrawals identified were:

12.1	31 January 2012	£15,000
12.2	8 February 2012	£33,000
12.3	5 April 2012	£15,000
12.4	13 April 2012	£13,000
12.5	18 April 2012	£5,000
12.6	16 May 2012	£5,000
12.7	17 May 2012	£5,000
12.8	20 June 2012	£5,000

13. The FIO reviewed the account statements in order to identify how the client funds were used by the Respondent. Payments totalling £42,138.12 had been paid out from the office account to various parties including "Fortune Builders US" (an internet marketing company), Mrs M and the Respondent. The sum of £13,421.07 was paid to Fortune Builders US on 28 November 2012 for an internet marketing course which the Respondent told the FIO was with the intention of generating more income for the Firm. The transfers from client account occurred on the same day as or shortly before the payments from office account.

14. In an email of 1 December 2012 the Respondent stated that he had,

> "temporarily borrowed the sum of approximately £91,000 from [the] client account."

The Respondent, in his representations to the Applicant shortly after the inspection, accepted that he had inappropriately withdrawn sums from the client account for various reasons, including paying counsel's fees for a High Court matter heard in May 2011. The Respondent also stated that £33,000 was transferred to his colleague, Mr RM, so that the Respondent could pay off a loan shark from whom Mr RM had borrowed money.

Client Debit Balances

15. The Respondent identified debit balances for nine clients from the client ledger, totalling £10,517.48. This was caused by payments being made in excess of funds held for individual clients. The debit balances ranged from £0.05 to £5,000.

Unallocated Transfers

16. The Respondent posted sums that were improperly withdrawn from the client account to a separate ledger which he called the "suspense account". On 27 November 2012 the suspense account showed a balance of £93,610.74. After taking account of the £91,000 of improper withdrawals and £10.19 for unposted interest received into the client account, there was a balance of £2,600.55 which was not allocated to individual client matters and was therefore an unallocated transfer of client funds.

Failure to remedy breaches

17. The improper transfers occurred in the period 31 January to 20 June 2012. The Respondent made one repayment, of £5,000, on 31 May 2012. In an email of 1 December 2012 the Respondent accepted that he had not yet repaid the sum of £91,000 and at the date of the FIR the FIO had not received confirmation that the shortage had been replaced. The Respondent's evidence was that the sum had been replaced before the intervention, in January 2013.

Failure to conduct client account reconciliations every five weeks

18. During the inspection, the Respondent failed to produce a client account cash book or client account reconciliation as at 30 September 2012 and/or at 31 October 2012. In his written representations shortly after the inspection, the Respondent stated,

> "… the reason behind the books not being in normal condition was due to the fact that I committed breaches and I did not want anyone to know until I had rectified the breaches."

Operation of the Firm

19. Until 16 January 2012 the Firm operated as a partnership, with a Mrs JK as the Respondent's business partner. On that date, Mrs JK left the Firm; the meaning of that expression was disputed. There was a dispute about whether she had retained an interest in the Firm and/or remained a partner. The Respondent did not apply for recognition as a sole practitioner. The Respondent made an application to the Applicant dated 12 October 2012 for the Firm to be authorised to operate as a limited company, of which it was proposed that the Respondent would be a sole director and shareholder.

Witnesses

20. The Respondent gave evidence on his own account, and was cross examined by Ms Bruce and asked some questions by the Tribunal.

Findings of Fact and Law

21. The Applicant was required to prove the allegations beyond reasonable doubt. The Tribunal had due regard to the Respondent's rights to a fair trial and to respect for his private and family life under Articles 6 and 8 of the European Convention for the Protection of Human Rights and Fundamental Freedoms.

22. Allegation 1.1 Made improper withdrawals from his client account;

Allegation 1.2 Failed to remedy a breach promptly, in not replacing improper withdrawals made from his client account;

Allegation 1.3 Failed to conduct client account reconciliations at five weekly intervals

and thereby breach all or alternatively any of Principles 2, 4, 5, 6, 7, 8 and 10 of the SRA Principles 2011 ("the Principles") and further or alternatively failed to achieve all or alternatively any of outcomes O(1.1), O(1.2), O(7.4) and O(10.3) of the SRA Code of Conduct 2011 ("the Code") and further or alternatively breached all or alternatively any of Rules 1.2 (a), (b), (c), (e), and (f), Rule 7.1, Rule 20.1 and Rule 29.12 of the SRA Accounts Rules 2011 ("the Accounts Rules")

22.1 These allegations were admitted by the Respondent. The factual background to these allegations is set out at paragraphs 8 to 18 above and was not substantially disputed.

22.2 It was clear from the FIR, and the Respondent's own evidence and submissions, that he had improperly withdrawn a total of £96,000 from client account in the period from 31 January to 20 June 2012. He had repaid £5,000, on 31 May 2012. Overall, there had been a shortage on client account of £104,118.03 as at 30 September 2012 due to the matters set out at paragraphs 12, 15 and 16 above. Whilst the Respondent had, on his own evidence, replaced all of the shortage shortly before the Firm was intervened (in January 2013) after borrowing from family and friends the shortage had existed for a considerable period. The Tribunal was concerned that, over a year after the intervention, the Applicant did not appear to be certain whether the Respondent had replaced the shortage. The Tribunal accepted the Respondent's evidence on this point, but of course it was not a defence to allegation 1.2, as the breaches had clearly not been remedied promptly. The shortages had existed from late May 2012 until January 2013. The Respondent had accepted in his evidence and submissions that he had failed to carry out reconciliations as required by the Accounts Rules.

22.3 The Tribunal considered the various alleged breaches of the Principles, Outcomes and Accounts Rules. It was satisfied that the Respondent's conduct was such that he had: acted without integrity; not acted in the best interests of each client; not provided a proper standard of service to his clients; behaved in a way that would not maintain the trust the public places in him and in the provision of legal services; failed to comply with his legal and regulatory obligations; run his business in accordance with proper governance and/or financial risk management principles; and had failed to protect client money and assets. In addition to these breaches of the Principles, the Tribunal was satisfied that the Respondent had failed to achieve the Outcomes listed and that his actions were in breach of the Accounts Rules in the respects pleaded.

22.4 The Tribunal was satisfied to the required standard that these allegations, which were not disputed, had been proved.

23. **Allegation 1.4 Operated as a sole practitioner whilst the firm was recognised by the Solicitors Regulation Authority as a partnership**

and thereby breached all or alternatively any of Principle 7 of the Principles and further or alternatively breached the Solicitors Regulation Authority Practice Framework Rules 2011.

23.1 This allegation was denied by the Respondent.

23.2 The Applicant's case was based on information from the Respondent in his written submissions shortly after the inspection. In that document he had dealt with the matters considered under allegations 1.1 to 1.3 and had also set out a history of his dealings with his business partner, Mrs JK. The Respondent's submissions and evidence were that he agreed to acquire Mrs JK's firm in or about April 2011, at which point Mrs JK became a salaried partner in the Firm. The Respondent stated in his written submissions that due to an oversight he had not submitted the application to change the status of the Firm to a partnership until September 2011. The Respondent went on to explain that the Firm had had financial difficulties and from November 2011 Mrs JK indicated that she wanted to leave. His written submissions read,

> "JK left the practice in January 2012 and was replaced as the family supervisor by TC. However, JK agreed to remain on as a Partner on paper."

23.3 In his oral evidence, the Respondent told the Tribunal that JK was not physically in the Firm's office from January 2012, but had agreed to carry on as a partner. Mrs JK had been in contact with the Firm, particularly members of the family department, from time to time during 2012 and would assist with some files. The Respondent told the Tribunal that she had had a financial interest in the files which had been transferred to the Firm from her former practice. Mrs JK had been named as a partner on the accounts for the financial year ended 30 June 2012 although the Respondent could not recall if those accounts had been submitted by the time of the inspection. The Respondent told the Tribunal that Mrs JK had kept a key to the office, but he was not sure if she had visited the office after January 2012.

23.4 The Applicant's case appeared to rest on the simple assertion that Mrs JK had "left" the Firm on 16 January 2012. The Respondent's evidence to the Tribunal that Mrs JK had remained as a partner was not challenged in cross examination. The Applicant was unable to produce any of the Firm's notepaper from 2012, nor any records such as any notice given to the Applicant by Mrs JK of resignation from the partnership. The fact that the Respondent had applied, in October 2012, for recognition of a limited company of which he was the sole director and shareholder, did not carry as a necessary implication that he was a sole practitioner at the time of submission of that application. The Applicant did not have any evidence from Mrs JK, nor even any information on where she went to work from January 2012. The Applicant had not proved this allegation to the required standard.

24. **Allegation 2.0 - It was further alleged that by reason of the matters set out at 1.1 above the Respondent's conduct was dishonest.**

24.1 This allegation was denied by the Respondent. The factual background to the allegation is set out at paragraphs 10 to 14 above.

24.2 The Applicant' case was that the Respondent's conduct was dishonest in that he knowingly made withdrawals from his client account, totalling £96,000, to his office account in the knowledge that such payments were for personal purposes, unconnected with the client matter on which the funds were held; used the improper withdrawals for a variety of purposes, including repayment of a loan, payment of counsel's fees and payment for an internet marketing course in the knowledge that

such payments were not in the best interests of the clients on whose behalf the funds were held; and had not repaid £91,000 prior to the investigation.

24.3 The Respondent's position was that he had not been dishonest. He referred to the written report of Dr AJ Wilkins, a consultant psychiatrist, dated 6 December 2013 in support of his submission and evidence that he was under a lot of stress and strain in 2012 at the time of the improper withdrawals. He told the Tribunal that until recently he had not understood the test for dishonesty applied by the Tribunal, as set out in the case of Twinsectra v Yardley and others [2002] UKHL 12 ("Twinsectra"). He told the Tribunal that his actions were totally out of character and he had found it hard to understand what had happened during the relevant period (January to June 2012). The Respondent told the Tribunal that he had no previous psychiatric history. He had consulted Dr Wilkins, who had referred in his letter to a number of issues. The Respondent told the Tribunal that he could not deny that objectively, his actions in making the transfers, were dishonest. However, the subjective test was not met as he had not been thinking matters through properly and had not been making rational decisions. In particular, giving £33,000 of client money to Mr RM (albeit that he knew Mr RM well) was not rational. He had not thought through the decision to take the internet marketing course and, again, that had not been a rational decision. The Respondent told the Tribunal that he had not been thinking at all like a solicitor with responsibilities. The Respondent referred to the testimonials contained in his hearing bundle, including from his current employer, which showed that his integrity and honesty had never been doubted. He apologised sincerely for what had happened and told the Tribunal that he had not been himself during the relevant period, however it might have appeared on the surface. The Respondent could not reconcile himself to what he had done or understand how matters reached the stage they did.

24.4 Under cross examination, the Respondent told the Tribunal that it was correct that he had initially put off the inspection by the FIO and did not immediately admit the improper withdrawals. The Respondent told the Tribunal that he was not being false or trying to deceive the FIO but things had been chaotic and he had not initially appreciated the seriousness of the matters which were to be investigated. The Respondent went on to tell the Tribunal that any rational person would have known that the client account could not be used in the way he had used it. It was put to the Respondent that he had told Dr Wilkins that he knew that taking the money was wrong; the report contained the following passage:

> "Lots of problems had built up and you were confronted by a number of financial problems. As a result, you told me you had tried to balance the firm's finances by using client funds to keep the business going. It had been your intention to reconcile these monies eventually and you were aware that what you were doing was against SRA rules and potentially illegal…"

The Respondent did not agree that, subjectively, he had been dishonest as he had not been thinking rationally; the money was not his, yet he took it and then tried to return the money.

24.5 In response to questions from the Tribunal the Respondent accepted that the passage of Dr Wilkins' report quoted at 24.4 above was a fair summary of what the Respondent had told Dr Wilkins. This was in the context of explaining to Dr Wilkins

the various difficulties he had faced. The Respondent had wanted to return the money as he knew this had to be done. The Respondent told the Tribunal that it had been his intention to repay the money and that Dr Wilkins had correctly recorded what the Respondent had told him about his state of mind at the time the payments were made. It was pointed out to the Respondent that the statement, "… you were aware that what you were doing was against SRA rules and potentially illegal" was at variance with the Respondent's position before the Tribunal, which was that subjectively he had not known that what he was doing was wrong or dishonest. The Respondent told the Tribunal, in response to questions on this point, that he had perhaps made an error or had put his position incorrectly to Dr Wilkins. The Respondent told the Tribunal that the pressures referred to in Dr Wilkins report, including his son's illness in 2011 and financial difficulties, were correctly recorded. Although the Respondent had returned to work in July 2011, he told the Tribunal that he continued to feel under pressure as there was a cumulative effect.

24.6 The Tribunal considered the testimonials which had been submitted, which included one from a firm which employed him as a locum solicitor as at the date of the hearing. This reference noted that the firm had no reason to doubt his honesty and integrity.

24.7 The Tribunal also noted the medical evidence submitted and relied on by the Respondent, and what the Respondent had said about that evidence as well as his evidence as a whole.

24.8 The Tribunal noted that the Respondent appeared to have told Dr Wilkins, in November 2013, that he had known in 2012 that what he was doing was wrong, as set out at paragraph 24.4 above. This appeared to show that at the relevant time the Respondent was aware that what he was doing was wrong; he had, properly, accepted that in transferring money from client to office account as he had his actions would be considered dishonest by reasonable and honest people.

24.9 The Tribunal was cautious about relying on what the Respondent may have said to Dr Wilkins, who was not present and so could not be asked about his report. Whilst the Respondent's apparent admission to Dr Wilkins that he had known he was in breach of the rules, and that what he was doing might be illegal, clearly damaged his defence that he did not know at the relevant time that what he was doing was wrong the Tribunal did not rely on those statements.

24.10 The Tribunal considered the other matters set out in Dr Wilkins' report. Largely, what was stated in the report was based in information provided by the Respondent in November 2013. There was no contemporaneous medical evidence e.g. there was no indication that the Respondent had sought medical help during 2011 or 2012.

24.11 Dr Wilkins had stated in his report that he did not consider that a formal diagnosis of depression or anxiety would be appropriate and instead, on the basis of what the Respondent had told him, considered that the most appropriate diagnosis would be an Adjustment Disorder with mixed disturbance of emotions and conduct. After noting that behaviour such as that of the Respondent was not unusual and that it appeared to be out of character, Dr Wilkins referred to a possible driver for the behaviour as feelings of shame at the financial problems of the Firm and the need to maintain a certain image as a solicitor. Whilst noting the stressful events which had occurred,

Dr Wilkins did not suggest that the Respondent's judgement had been adversely affected by any psychiatric illness or condition. The principle matters which had contributed to the Respondent's stress were noted in the report as financial pressures, particularly after the loss of a High Court case in which the client had failed to pay counsel's fees, the illness of the Respondent's young son, difficulties in integrating another practice (that of Mrs JK) into the Firm and some other family stresses. The Tribunal noted the concluding paragraph of the report, in which it was said,

> "Overall, you do not present with any psychiatric factors that would identify you as someone who is fundamentally dishonest and that you had simply engaged in behaviour that is not uncommon for individuals when they feel cornered…"

24.12 The Tribunal noted that even on his own account, the particularly stressful events which had occurred were prior to July 2011 i.e. over six months before the first of the improper transfers. Whilst those events, such as the illness of the Respondent's son, may well have continued to affect the Respondent, there was no suggestion in Dr Wilkins' report that the Respondent did not know that what he was doing was wrong. Indeed, the fact that the Respondent was aware that he ought to repay the money – and actually made one repayment of £5,000 in May 2012 – confirmed that he was aware that what he was doing was wrong.

24.13 The Respondent had sought to persuade the Tribunal that his actions were so irrational that he could not have been in his right mind at the relevant time. However, the Tribunal noted that the improper transfers occurred over a period of five months, were all carried out after Mrs JK ceased to work from the Firm's offices (whether she was a partner or not) and that the money had been used promptly to pay off a loan shark for Mr RM, to purchase an internet marketing course and to support the Firm's cashflow. Whilst the transfers and the purposes for which they were used were clearly improper, they were not irrational; the behaviour was repeated and was undertaken in such a way as to deal with problems when they occurred. The Tribunal was satisfied that the Respondent knew what he was doing was wrong, even if he did not appreciate the full implications of his behaviour or how serious it was.

24.14 The Tribunal was satisfied that in making eight improper transfers from client to office account in a period of 8 months, totalling £96,000, the Respondent had behaved in a way which a reasonable and honest member of the public would consider to be dishonest; he was using money belonging to others for his own purposes and not for the purposes for which he had been entrusted with their money. Further, the Tribunal was satisfied to the highest standard that in making the transfers as he did the Respondent knew that what he was doing was dishonest by the standards of reasonable and honest people. Accordingly, the Tribunal was satisfied that the allegation of dishonesty had been proved to the required standard.

Previous Disciplinary Matters

25. There were no previous matters in which findings had been made against the Respondent.

Mitigation

26. In mitigation, the Respondent told the Tribunal that all funds had been repaid and no clients had been adversely affected by what he had done. He had in evidence apologised to the Tribunal for his misconduct.

27. The Respondent told the Tribunal about his financial situation. A Petition for his bankruptcy had been due to be heard on 27 February but was being adjourned to May to allow the Respondent more time to pay; he did not dispute the debt on which the Petition was based. The Respondent told the Tribunal that he had total debts of over £170,000, including over £68,000 owed to HMRC, the Petitioning Creditor. The Respondent told the Tribunal there were no supporting creditors to the Petition. He had a current income from employment but if unable to practise he might be able to obtain employment with his current firm as a clerk, with the permission of the Applicant. The Respondent told the Tribunal that he currently did conveyancing work, under supervision. He lived with his parents (and his wife and child) in his parents' home. One of the loans referred to in his financial information was a secured loan, which it had not been possible to pay off in full when the Respondent's home had been sold. Some of the other debts were personal, rather than connected with the Firm. The Respondent told the Tribunal that he owned one property, which was in negative equity.

Sanction

28. The Tribunal had regard to its Guidance Note on Sanctions (September 2013). It noted that the primary purpose of sanction was not punitive but was to protect and maintain the reputation of the solicitors' profession. Where a solicitor had fallen below the standards of integrity, probity and trustworthiness which were properly expected of a solicitor, a severe sanction could be expected.

29. It was clear from all of the recent authorities, in particular SRA v Sharma [2010] EWHC 2022 Admin ("Sharma") that save in exceptional circumstances a finding of dishonesty would lead to striking off, this being the reasonable and proportionate sanction which was necessary to protect the reputation of the profession. In this instance, the Respondent had been dishonest and had used client monies in ways he should not have done; he had been the custodian of that money and had used it for his own purposes.

30. The Tribunal did not consider that the Respondent had set out to do anything wrong. However, his clients' money had been at risk and was not repaid until shortly before the intervention. The Respondent had clearly failed in his professional duties to safeguard clients' money and even if dishonesty had not been found the Tribunal would have had to consider a severe sanction. The Tribunal noted that the Applicant had permitted the Respondent to work as a solicitor after the intervention. Whether the Respondent could be employed by his current firm, or elsewhere, as a clerk was for the Applicant to determine.

31. In all of the circumstances, the only reasonable and proportionate sanction which the Tribunal could impose was an order to strike the Respondent from the Roll of Solicitors.

Costs

32. The Applicant applied for costs and submitted a schedule of costs in the total sum of £13,072.84.

33. In addition to his submissions concerning his financial circumstances, as set out at paragraph 27 above, the Respondent submitted that the costs claimed appeared to be excessive.

34. The Tribunal considered carefully the application for costs. It was noted that the schedule included an estimate of time for this hearing and that the hearing had not lasted as long as had been estimated. The Tribunal determined that in the light of the issues and evidence in the case the reasonable and proportionate amount of costs which should be allowed was £11,000, all inclusive.

35. The Tribunal considered the Respondent's financial circumstances, in particular the likely bankruptcy and his general inability to pay. The Tribunal determined that the costs of £11,000 should not be enforced without the permission of the Tribunal.

Statement of Full Order

36. The Tribunal Ordered that the Respondent, ZIAD AL RAWI, solicitor, be STRUCK OFF the Roll of Solicitors and it further Ordered that he do pay the costs of and incidental to this application and enquiry fixed in the sum of £11,000.00 all inclusive, such costs not to be enforced without the permission of the Tribunal.

DATED this 3rd day of April 2014
On behalf of the Tribunal

L. N. Gilford
Chairman