SOLICITORS DISCIPLINARY TRIBUNAL

IN THE MATTER OF THE SOLICITORS ACT 1974 Case No. 11381-2015

BETWEEN:

SOLICITORS REGULATION AUTHORITY Applicant

and

ROBERT HENRY CROSSLAND FLYNN Respondent

Before:

Mr K. W. Duncan (in the chair)
Mr E. Nally
Mr G. Fisher

Date of Hearing: 20 October 2015

Appearances

Mr Inderjit Johal, counsel, of The Solicitors Regulation Authority, The Cube, 199 Wharfside Street, Birmingham B1 1RN for the Applicant.

The Respondent, Mr Robert Henry Crossland Flynn, was not present or represented.

JUDGMENT

Allegations

1. The allegations against the Respondent, Mr Robert Henry Crossland Flynn, made in a Rule 5 Statement dated 28 April 2015, were that he:

1.1 withdrew money from client account other than in circumstances permitted by Rule 20.1 of the SRA Accounts Rules 2011 ("AR 2011");

1.2 failed to use each client's money for that client's matters only in breach of Rule 1.2(c) AR 2011;

1.3 failed to keep accounting records properly written up to show his dealings with client money received, held or paid by him, in breach of Rule 29.1(a) AR 2011;

1.4 had, by virtue of the foregoing, acted contrary to any or all of Principles 2, 4, 5, 6 and 10 of the SRA Principles 2011.

2. In relation to allegations 1.1 to 1.3 it was also alleged that the Respondent acted dishonestly, although dishonesty was not an essential ingredient for each of the allegations as pleaded to be proved.

Documents

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

Applicant:-

- Application dated 28 April 2015
- Rule 5 Statement, with exhibit "MB1", dated 28 April 2015
- Witness statement of Andrew Holt dated 1 October 2015, with exhibits "AH1" to "AH3"
- Report of enquiry agent with witness statement of service and documents, dated 8 October 2015
- Office Copy Entries concerning property in Hove
- Statements of costs as at issue and dated 12 October 2015

Respondent:-

The Respondent did not submit any documents in the case.

Preliminary Matter (1) – Proceeding in the absence of the Respondent

4. The Tribunal noted that the Respondent was not present or represented and therefore had to decide as a preliminary issue whether the case should proceed in the absence of the Respondent.

5. Mr Johal for the Applicant submitted that service of the proceedings and notice of the hearing had been effected. The proceedings were sent by the Tribunal shortly after issue by guaranteed delivery; the documents included the Tribunal's Directions which included notice of this hearing date. Further, the Memorandum of a Case

Management Hearing which took place on 30 June 2015 was sent to the Respondent on 7 July 2015. That Memorandum confirmed the hearing date and set out an amended timetable for preparation for the hearing. These documents had all been sent to an address in Hove which was the Respondent's last known address. A Land Registry search confirmed that the Respondent was the registered proprietor of that property.

6. Although there was no reason to believe the documents had not been delivered to the Respondent, the Applicant instructed an enquiry agent to make enquiries to establish the Respondent's address and to effect personal service. Mr Johal referred to the report of the enquiry agent, dated 9 October 2015. That report confirmed that the address in Hove as the Respondent's address. The statement of the process server dated 8 October 2015 confirmed that he had, on 8 October 2015, served the Tribunal documents – including the Rule 5 Statement and supporting documents and notice of the hearing – personally on the Respondent. The Respondent had confirmed his identity by producing a bank card with the name "Mr R Flynn".

7. Mr Johal submitted that the Respondent had been effectively served with the proceedings and notice of this hearing and, under Rule 16(2) of the Solicitors (Disciplinary Proceedings) Rules 2007, the Tribunal could proceed with the case.

8. The Tribunal considered this submission. It accepted that the Respondent had been properly served with the proceedings and notice of this hearing. He had not made any contact with the Applicant or the Tribunal concerning this matter. The Tribunal had regard to the principles in in R v Hayward and others [2001] EWCA Crim 168 ("Hayward"), R v Jones [2002] UKHL 5 ("Jones") and Tait v Royal College of Veterinary Surgeons 2003 WL 1822941 ("Tait"). The Tribunal was satisfied that in this instance the Respondent had chosen voluntarily to absent himself from the hearing. It was in the public interest and in the interests of justice that this case should be heard and determined as promptly as possible. There was nothing to indicate that the Respondent would attend or engage with the proceedings if the case were adjourned. In the light of these circumstances, it was just to proceed with the case, notwithstanding the Respondent's absence.

Preliminary Matter (2) – Additional document

9. Mr Johal applied to admit into the bundle, in particular the exhibit to the Forensic Investigation Report dated 3 October 2014 ("the FI Report"), an email from Mr PT of N Ltd to the Respondent dated 25 September 2013. Mr Johal told the Tribunal that the email had accidentally been omitted from the exhibit but it was quoted at paragraph 20(d) of the FI Report. Mr Johal submitted that this email was part of a series which established a loan to the Respondent from his client N Ltd; this email had been uncovered by the Firm's IT personnel as part of the investigation into the Respondent.

10. The Tribunal noted that the document was referred to in the FI Report and its contents were set out in the FI Report. There was no prejudice to the Respondent in admitting that document into the bundle of documentary evidence and it should be included.

Factual Background

11. The Respondent was born in 1960 and was admitted as a solicitor in 1986. His name remained on the Roll of Solicitors as at the date of the hearing but he did not hold a current Practising Certificate.

12. At all material times the Respondent was an equity member of Woolley Bevis Diplock LLP of Brighton ("the Firm") and was head of the Firm's commercial property department.

13. On 17 January 2014 the Respondent was suspended from the Firm and on 10 February 2014 he was expelled as a member pursuant to a resolution passed at a meeting of the other members of the Firm held that day. The Respondent was notified of this decision by letter dated 11 February 2014.

14. On 24 January 2014 the Firm made a report to the Applicant concerning suspected misconduct on the part of the Respondent. The matters in that initial report did not form part of this case. On 25 April 2014 the Firm made a supplementary report to the Applicant concerning the Respondent's conduct; the matters in that report were the subject of these proceedings.

15. On 27 May 2014 the Applicant began an inspection of the books of account and other documents of the Firm. The investigation was conducted by Mr Derek Johnston, a Forensic Investigation Officer ("FI Officer") of the Applicant and culminated in the FI Report dated 3 October 2014.

16. The Firm's supplementary report concerning the Respondent indicated that, "[The Respondent] may have used client money to repay a loan which he has received from another client. It seems that the relevant accounting entries were designed to disguise this. We are still investigating… In the meantime, we have restored the client's funds in the sum of £22,000 plus lost interest calculated at £14.90, out of the Firm's own funds".

17. The FI Officer's investigation focussed on the transactions which had led to the need for the Firm to replace client money.

The Transactions

18. The Firm and the Respondent acted for clients N Ltd, A&A and Mr and Mrs P. Both N Ltd and Mr and Mrs P also dealt with A&A as their property/managing agents, so transactions involving these clients were not unusual. Mr A and Mr G were partners in A&A.

19. On 30 September 2013 the Respondent made, or caused to be made, a payment of £21,250 from client account, on the ledger of Mr A and Mr G, to N Ltd. An email from Mr PT of N Ltd to the Respondent dated 4 September 2013 appeared to have been blanked out, save for a bank sort code and account details. The Firm's IT department was able to restore the email in full and recover a number of other emails relating to this payment, as follows:

19.1 At 11.46 on 4 September 2013 Mr PT sent an email to the Respondent which included:

> "PS It's year end at the end of September and I can't have the loan on the books, when can you transfer it back? D calculated the interest at about a grand but don't worry about that, we'll offset against the bill".

19.2 At 14.25 on 4 September 2013 the Respondent sent an email to Mr PT of N Ltd which included:

> "As to the PS, will be done end of these week or early next, can you email me the account number and sort code so that I can transfer this…"

19.3 PT sent the email with the bank sort code and account details at 14.39 on 4 September 2013. In addition to those details, the restored email read, "Just don't want the hassle with the auditors". The Respondent sent an email at 14.41 on 4 September 2013 to Mr PT which read, "Last thing you need!"

19.4 On 25 September 2013 Mr PT sent an email to the Respondent timed at 12.36 which read,

> "… Are you in a position to transfer that money, it's year end on Monday and I'm working on the … acquisition and I need to know what to do. Please advise and give me a call".

19.5 On 30 September 2013, Mr PT sent an email to the Respondent at 16.09 which read,

> "… Loan was 23.5K, interest I had to pay was £708.22 = £24,208.22.
> We received £21,250 so that balance is £2,958.219 (sic) which I paid out of my DLA.
>
> One way to transfer this from my DLA to your DLA is by you billing me £3,000 plus VAT for the normal legal services and we'll just pay the VAT to [the Firm] and the £3,000 back into my loan account.
>
> If this works for you, date the bill today and we can tidy it all up, if it doesn't we park it in my loan account…"

20. This email exchange showed that the Respondent owed some money to Mr PT/N Ltd; the Applicant's case was that the payment on 30 September 2013 was made by the Respondent to repay his personal loan.

21. The client ledger of Mr A and Mr G contained a posting on 30 September 2013 of a debit of £21,250 to which the narrative was "[N Ltd] – repayment". The ledger of Mr A and Mr G related to their proposed purchase of an investment property in Leicestershire. Immediately prior to the transfer of £21,250 there was a balance on the client ledger of £105,000. The payment to N Ltd left a shortage on the client account for Mr A and Mr G of £21,250.

22. On 30 September 2013 the Respondent instructed his Firm's accounts department to close seven ledgers on which rent deposits were held by the Firm for Mr and Mrs P, to the total value of £21,391.47 and transfer that sum to a general client ledger in the name of Mr and Mrs P under reference P569.17. These instruction sheets, and all the accounts instruction sheets, were signed by the Respondent. On each of the seven ledgers, the entire credit balance (and interest due) were transferred to the general ledger P569.17. Immediately prior to these transfers, the balance on that ledger was £852.21 and afterwards the balance stood at £22,243.68.

23. On 1 October 2013 the Respondent instructed his accounts department to transfer £22,000 from P569.17 to A&A. This transfer was recorded on the ledger as "Deposit".

24. On 3 October 2013 A&A returned the sum of £22,000 to the Firm. Mr A of A&A subsequently told the Firm (in April 2014) that the £22,000 had arrived unexpectedly and as it was neither wanted nor requested, he contacted the Respondent who told him there had been a mistake and asked for the return of the money. That had then been arranged and the transfer was made on 3 October 2013.

25. The Respondent caused the return payment to be recorded in the client ledger for Mr A and Mr G regarding their proposed purchase of an investment property (not ledger P569.17). This had the effect of making good the shortfall on the purchase ledger created by the transfer of £21,250 made to N Ltd on 30 September 2013. The payment into Mr A and Mr G's ledger enabled them to complete their proposed purchase on 3 October 2013, leaving £750 more on the ledger than had actually been received from that client.

26. In or about mid-April 2014, Mr P contacted the Firm and asked for the return of a rent deposit on one of the seven properties for which the Firm had held deposits, as the tenant had vacated the premises leaving arrears of rent. The solicitor who dealt with the matter, Ms N, discovered that the rent deposit account had been closed, or otherwise reduced to a nil balance, on 1 October 2013. On further examination, the transfer of the other six rent deposits to the general ledger, and thence to A&A was discovered. Ms N contacted Mr A of A&A, who relayed the information set out at paragraph 24 above.

The Investigation

27. The Firm reported the above matters to the Applicant on 25 April 2014 and the forensic investigation began on 27 May 2014.

28. On 4 June 2014 the FI Officer wrote to the Respondent inviting him to be interviewed as part of the investigation. The letter was returned in the post unopened and undelivered. On 9 July 2014 the FI Officer telephoned the Respondent's mobile telephone number and left a message on his voicemail facility, asking the Respondent to contact him; he did not do so.

29. On 17 October 2014 a Supervisor in the Applicant's Supervision department wrote to the Respondent at the known address for him in Hove, by "signed for" delivery. The letter was signed for and delivered on 18 October 2013.

30. The Respondent did not reply to any of the contacts made by the Applicant prior to the issue of these proceedings.

31. On 8 January 2015 an authorised officer of the Applicant decided to refer the Respondent's conduct to the Tribunal.

Witnesses
Mr Andrew Holt

32. Mr Holt confirmed that the contents of his witness statement dated 1 October 2015 were true and accurate to the best of his knowledge and belief, and that the copy reports of January and April 2014 to the Applicant were true and correct.

33. Mr Holt is and was the COLP for the Firm at the relevant times and his statement described the Firm's investigation into the Respondent's conduct and the reports made to the Applicant, as a result of which the facts and transactions set out at paragraphs 18 to 26 above had come to light.

34. Mr Holt told the Tribunal that the Respondent had joined the Firm as an assistant solicitor in or about 2004/5 and became an equity member of the Firm in about 2008, after a period as a salaried partner or equivalent.

35. Mr Holt told the Tribunal that the fact the Respondent had had a loan from Mr PT/N Ltd had become clear when the emails (referred to above at paragraph 19) had been uncovered. Mr Holt told the Tribunal that he had telephoned Mr PT on 27 April 2014 and asked him about the loan. Mr PT had indicated that he could not recall the details, but it was a personal loan to the Respondent as the two of them were old friends and that it had been repaid. Mr PT had not been able to recall when the loan was made. Mr PT had not given any impression that he had been pressing for repayment of the loan in autumn 2013 but had given Mr Holt the impression that he regarded the loan as a perfectly normal arrangement between friends.

36. Mr Holt told the Tribunal that N Ltd was based in Leicestershire, as was A&A. The Firm mostly carried out commercial property work for N Ltd. These clients had been introduced to the Firm by the Respondent. There was also a link between A&A and Mr and Mrs P, as the former managed the latter's property portfolio. Mr Holt told the Tribunal that because of the links between these clients it was easy for the Respondent to mask the source of the funds which were being transferred.

37. Mr Holt described to the Tribunal the process for requesting cheques or transfers. Each request had to be signed by someone with the necessary authority, usually one of the partners. Where the partner was also the fee-earner on the file, there would be no need for a counter-signature. Mr Holt told the Tribunal that the internal transfer forms by which the Respondent had transferred monies from the seven Mr and Mrs P files to the general ledger were unusual, in that the accounts department had populated the forms with information, including the interest calculation, before the forms were signed by the Respondent; usually the fee earner or their secretary would fill in the details. It appeared that the Respondent had asked the accounts department to calculate the interest due on each matter and transfer that as well as the capital sum.

38. Mr Holt told the Tribunal that the Firm had had concerns about the Respondent's performance in the later part of 2013 and the management committee of the Firm had met with him on two occasions to discuss whether he was having any difficulties. A third meeting had been arranged, which he did not attend. Thereafter, the Respondent did not attend at work. The Firm had tried to contact him in writing, by email and by telephone/texts but had received no communications from him at all. This then led to the report to the Applicant and the transfer of the Respondent's files to other fee earners, and the expulsion of the Respondent from the Firm.

39. Mr Holt confirmed that the Firm had replaced the shortage on client account of £22,000, with interest, a few days after discovering the shortage, from the personal resources of the members and the Firm.

Mr Derek Johnston

40. Mr Johnston confirmed that the contents of his FI Report dated 3 October 2014 were true and accurate.

Findings of Fact and Law

41. 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. The Tribunal was mindful that the Respondent was not present and so it should be alert to expose any weaknesses in the prosecution case.

42. The Tribunal was satisfied to the required standard that each of the transactions set out at paragraphs 18 to 26 above had taken place as described, and that the email exchange set out at paragraph 19 was a genuine exchange, which had been retrieved from the Firm's IT system in the course of the Firm's investigation. The evidence of Mr Johnston (as set out in the FI Report) and the evidence of Mr Holt were accepted in their entirety; all of that evidence was consistent with the documentary evidence. There was no doubt that the Respondent had been the sole person involved in giving and authorising the transfers which had taken place and causing them to be described as they were.

43. The Tribunal wished to note that the conduct of Mr Holt and the Firm had been entirely proper and professional. Mr Holt as the COLP had acted appropriately in referring the Respondent's conduct to the Applicant in January 2014 and then reporting the further matters which came to light in April 2014. The Firm had conducted their own investigation and co-operated fully with the Applicant's investigation. The Firm had made good the shortage, with interest, very shortly after it was uncovered. The nature of the transactions and instructions given by the Respondent were such that they would not have caused any suspicion on the part of the Firm's accounts team. The fact that the Respondent had committed serious acts of misconduct was not a reflection on the conduct of the Firm, of which there was no criticism.

44. In the absence of the Respondent, and as he had not admitted any of the allegations, the Tribunal treated each allegation as denied and required the Applicant to prove each matter.

45. **Allegation 1.1 - Withdrew money from client account other than in circumstances permitted by Rule 20.1 of the SRA Accounts Rules 2011 ("AR 2011")**

45.1 Between 30 September and 3 October 2013, the Respondent withdrew money from: a) the client ledger of Mr A and Mr G to make a payment to N Ltd; b) withdrew the sum of £21,391.47 from various ledgers for Mr and Mr P in order to credit a general ledger for those clients; and c) withdrew the sum of £22,000 from Mr and Mrs P's general ledger to make a payment to A&A.

45.2 There was no doubt that the purpose of these withdrawals was to allow the Respondent to repay his loan to N Ltd and then plug the hole on the ledger of Mr A and Mr G. The withdrawals were not for the purposes of the clients, they were not permitted by Rule 20.1 AR 2011 and, indeed, were entirely improper. The transfers on the matters of Mr and Mrs P were not authorised or requested by the clients and, indeed, remained unknown to them until some six months later.

45.3 The Tribunal was satisfied to the required standard on the facts that this allegation had been proved.

46. **Allegation 1.2 - Failed to use each client's money for that client's matters only in breach of Rule 1.2(c) AR 2011**

46.1 There was no doubt that the Respondent used money belonging to Mr A and Mr G to pay his personal debt to N Ltd. He had then used money belonging to Mr and Mrs P to enable Mr A and Mr G to complete on the purchase of a property on 3 October 2013.

46.2 The Tribunal was satisfied to the required standard that this allegation had been proved.

47. **Allegation 1.3 - Failed to keep accounting records properly written up to show his dealings with client money received, held or paid by him, in breach of Rule 29.1(a) AR 2011**

47.1 The Respondent's instructions caused a number of grossly inaccurate ledger entries to be made on the Firm's accounts systems. He had falsely described the payment to N Ltd on 30 September 2013 to be described as "repayment"; this suggested that Mr A and Mr G were making a repayment to N Ltd, whereas the sum transferred represented money owed by the Respondent to N Ltd. The transfer of £22,000 to A&A on 1 October 2013 was incorrectly described on the ledger as "deposit", when it was no such thing. The return payment of £22,000 from A&A, which was credited to Mr A and Mr G's ledger, rather than the account from which it had emanated, was incorrectly described as "purchase money". Whilst that money was indeed used to complete a purchase, it was a misleading description as A&A were simply returning money which had been sent to them by the Respondent.

47.2 The Tribunal was satisfied to the required standard that this allegation had been proved.

48. **Allegation 1.4 - Had, by virtue of the foregoing, acted contrary to any or all of Principles 2, 4, 5, 6 and 10 of the SRA Principles 2011.**

48.1 The Tribunal found that the Respondent had used clients' money for his own benefit and had then used the money belonging to other clients to cover up that misuse. He had caused misleading and untrue entries to be made on the Firm's ledgers. Almost all breaches of the AR 2011 would be regarded as serious. In this instance, there was no doubt that the Respondent's actions were deliberate, rather than undertaken in error. In those circumstances it was clear that he had acted without integrity, had failed to act in the best interests of his clients or to provide a proper standard of service. The Respondent's misconduct would cause the public's trust in the Respondent and in the provision of legal services to be reduced rather than maintained. He had deliberately misused client money and had thereby failed to protect client money and assets.

48.2 This allegation was proved to the required standard, in all of its aspects.

49. **Allegation 2 - In relation to allegations 1.1 to 1.3 it was also alleged that the Respondent acted dishonestly, although dishonesty was not an essential ingredient for each of the allegations as pleaded to be proved.**

49.1 The Tribunal noted and accepted that in considering an allegation of dishonesty, the test to be applied was that set out in in Twinsectra v Yardley [2002] UKHL 12 ("Twinsectra"), under which it was required that the person (the Respondent) acted dishonestly by the ordinary standards of reasonable and honest people and realised that by those standards he was acting dishonestly.

49.2 The Applicant submitted that the Respondent's conduct in:

49.2.1 using client money to (part) pay a personal debt; and/or

49.2.2 closing seven rent deposit accounts without the authority or knowledge of the clients (Mr and Mrs P) and transferring their money to a general client ledger;

and/or

49.2.3 making an improper withdrawal from client account; and/or

49.2.4 making, or causing to be made, false and misleading entries in the Firm's accounting records

lacked integrity and was also, by the standards of reasonable and honest people, dishonest.

49.3 The Applicant further submitted that the Respondent was aware his conduct was dishonest by the ordinary standards of reasonable and honest people because:

49.3.1 he was an experienced solicitor who knowingly made improper withdrawals from client account; and/or

49.3.2 he made, or caused to be made, all of the transfers referred to at paragraphs 18 to 26 above; and/or

49.3.3 to conceal what he had done, he used one client's money for the benefit of the client whose money he had used to repay the loan; and/or

49.3.4 the payment to Mr A and Mr G on 1 October 2013 was not made in error but was deliberate, and the Respondent lied to Mr A about it; and/or

49.3.5 on return of the money, he requested that a mis-posting of the receipt be made because he knew that it was needed by Mr A and Mr G to complete their property purchases; and/or

49.3.6 his actions were for personal financial gain; and/or

49.3.7 his actions were discovered some six months later, after the Respondent left the Firm, as the client (Mr P) enquired about return of a rent deposit; and/or

49.3.8 he provided no explanation to the Applicant (or the Tribunal) for his conduct.

49.4 The Tribunal had no hesitation in accepting these submissions, which were clearly supported by the evidence. The Tribunal noted in particular that each and every transaction in issue was requested and authorised by the Respondent – he had signed each of the transfer slips. The relationships between A&A, Messrs A and G, Mr and Mrs P and N Ltd were such that transfers between them were not unusual in nature and this assisted the Respondent's subterfuge. There would have been no reason for the Firm's accounts department to query these transactions, not least because they were requested and authorised by one of the members of the Firm.

49.5 The Tribunal also noted that the mechanism used by the Respondent had been elaborate. He had repaid a personal loan using money from Mr A and Mr G's ledger and had arranged matters so that money would flow back into that ledger in time for their transaction to be completed. The Tribunal noted in particular that on that purchase ledger, the clients had provided the purchase monies by way of three payments in of £35,000 each, such that the balance reached £105,000. There had then been a payment out of £21,250, which was made good by a payment in of £22,000 a few days later. These transactions would have appeared normal, particularly when the postings were incorrectly described, on the Respondent's instructions.

49.6 The Respondent was an experienced and trusted solicitor in the Firm. He had failed to provide any sort of explanation for what he had done. There could be no doubt that the Respondent was aware that what he was doing was dishonest. For the reasons set out at paragraphs 49.2 and 49.3 above, the Tribunal was satisfied to the required standard that the Respondent had behaved dishonestly, with regard to all of allegations 1.1, 1.2 and 1.3.

Previous Disciplinary Matters

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

Mitigation

51. The Respondent was not present and had not submitted any mitigation or explanation for consideration by the Tribunal.

Sanction

52. The Tribunal had regard to its Guidance Note on Sanction (December 2014).

53. Where a finding of dishonesty had been made, the usual and proportionate sanction was to order a respondent to be struck off the Roll of Solicitors. The case law was clear that this was appropriate unless there were exceptional circumstances.

54. This case involved serious misconduct and dishonesty. Client money had been used for the Respondent's own benefit and the Respondent had sought to cover up that misconduct. The Respondent had not offered any explanation, either to the Firm or the Applicant. The Tribunal had concluded that the Respondent's conduct had been deliberate and calculated, and the transfers were carried out in a way which would not arouse suspicion. In these circumstances, there were no exceptional circumstances and the only appropriate and proportionate sanction was to strike the Respondent off the Roll.

Costs

55. Mr Johal made an application that the Respondent should be ordered to pay the costs of the proceedings and referred to the Applicant's schedule of costs dated 12 October 2015. This set out a total claim for costs in the sum of £9,119.50, including forensic investigation costs of £3,548.50 and supervision costs of £546. Mr Johal submitted that the costs claimed should be reduced as the hearing had not lasted for as long as estimated when the schedule was prepared. Mr Johal submitted that a reduction of about £500 would be appropriate.

56. Mr Johal submitted that the Respondent had not provided any information concerning his means. It was correct that the enquiry agent's report suggested that the Respondent may be living in somewhat straightened circumstances, but it appeared that he owned his home and had an interest in another title. Mr Johal provided the Tribunal with Land Registry documents confirming the Respondent's interest in two titles and a current "Zoopla" valuation. Mr Johal accepted that it did not appear the Respondent was currently working. It was understood that the Respondent was not due any payment of capital from the Firm.

57. The Tribunal considered the costs schedule submitted by the Applicant. A reduction in costs was appropriate as the hearing had lasted only about one and a half hours, rather than the 7 hours estimated when the schedule was prepared. The other costs set out in the schedule appeared to be calculated at a reasonable rate (£130 per hour for

internal legal work) and the work done was reasonable in amount. In all of the circumstances, the proportionate a reasonable costs of the hearing were summarily assessed at £8,500.

58. The Tribunal considered whether there should be any further reduction in this amount, or an order for payment to be deferred. The Respondent had not provided any evidence of his means, but it was clear he owned his home in which there was equity. It was therefore appropriate to order the Respondent to pay the costs of £8,500; the Applicant could then seek to enforce that order. The Tribunal would expect the Applicant to proceed proportionately, for example by obtaining a charge on the Respondent's property if it could not obtain prompt payment from him.

Statement of Full Order

59. The Tribunal Ordered that the Respondent, ROBERT HENRY CROSSLAND FLYNN, 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 £8,500.00.

Dated this 27th day of October 2015
On behalf of the Tribunal

K. W. Duncan
Chairman