SOLICITORS DISCIPLINARY TRIBUNAL

IN THE MATTER OF THE SOLICITORS ACT 1974 Case No. 11486-2016

BETWEEN:

SOLICITORS REGULATION AUTHORITY Applicant

and

ANDREW PHILIP THOMAS Respondent

Before:

Mr R. Nicholas (in the chair)
Mr M. Jackson
Mrs L. Barnett

Date of Hearing: 7 June 2016

Appearances

Jonathan Goodwin, Solicitor Advocate of 17e Telford Court, Dunkirk Lea, Chester Gates, Chester, CH1 6LT (instructed by Devi Nadarajah of Solicitors Regulation Authority) for the Applicant

Alan Jenkins, Counsel of Serjeants' Inn Chambers, 85 Fleet Street, EC4Y 1AE (instructed by Stephen Roberts of Richard Nelson LLP) for the Respondent

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JUDGMENT

Allegations

1. The allegations against the Respondent made by the Applicant were that:-

1.1 He used £20,000 from client account to pay for office expenses in breach of all or alternatively any of Principles 2, 4, 6 and 10 of the SRA Principles 2011 ("the Principles");

1.2 He transferred monies from his client account to office account without sending a bill of costs or other written notification of costs to his clients in breach of all or alternatively any of Principles 2, 4, 6 and 10 of the Principles and Rule 17.2 of the SRA Accounts Rules 2011 ("SAR");

1.3 He falsely created a bill of costs dated 20 February 2015 for the sum of £37,785.10 in order to mislead the Forensic Investigation Officer ("FIO") in breach of all or alternatively any of Principles 2, 4 and 6 of the Principles;

1.4 He failed to keep accounting records properly written up to show his dealings with client money and office money in breach of Rule 29.01 and Rule 29.02 of the SAR;

1.5 He failed to carry out client account reconciliations during the period 31 March 2014 to 31 May 2015 in breach of Rule 29.12 of the SAR.

2. Dishonesty was alleged with respect of allegations 1.1 to 1.3 but dishonesty was not an essential ingredient to prove those allegations.

Documents

3. The Tribunal considered all the documents in the case including:

Applicant

- Application and Rule 5 Statement with exhibit DN1 dated 19 February 2016.
- Report of Richard Esney, Forensic Investigation Officer ("FIO") dated 6 October 2015.
- Cost Schedules dated 19 February 2016, 24 May 2016 and 2 June 2016.

Respondent

- Statement of the Respondent in response to the Rule 5 Statement undated but received on 11 April 2016.
- Statement of Ms AJ dated 3 June 2016 and document from Ms A J of the same date headed 'To whoever it may concern'.
- Email testimonial from Andrew Langston dated 6 June 2016.

Preliminary Matters

Preliminary Matter 1 – Amendment of the date of the Application and a date contained in the Rule 5 Statement

4. The Applicant applied to amend the date of the Application from 19 February 2015 to 19 February 2016. The Rule 5 Statement was dated 19 February 2016 and the date of the application was a typographical error. The Applicant also sought permission to amend the reference in paragraph 50 of the Rule 5 statement to correctly refer to the case of Twinsectra v Yardley and others [2002] UKHL 12 as being decided in 2002 not 2012. The Respondent did not object to the proposed amendments which the Tribunal allowed.

Preliminary Matter 2 – Withdrawal of Allegation 1.3 and Amendment of Allegation 2

5. At the commencement of the hearing the Respondent clarified that his admission to allegation 1.1 also included an admission of dishonesty in relation to that allegation. The Respondent also admitted allegation 1.2 on the basis of four particular matters where a success fee had been claimed but did not admit dishonesty in respect of allegation 1.2. Allegation 1.3 remained denied. All other allegations had been admitted in advance of the hearing.

Applicant's Submissions

6. Given the clarification as to the admission of dishonesty and the admission of allegation 1.2 without an admission of dishonesty the Applicant sought the Tribunal's permission to withdraw allegation 1.3 and to amend allegation 2 (dishonesty) to refer to allegation 1.1 only. The Applicant had to consider whether in light of the admitted allegations it was appropriate or proportionate to proceed with the allegations that had been denied. Allegation 1.3 was a discrete allegation centred around one document.

7. Whilst acknowledging that sanction was a matter for the Tribunal at a later stage the Applicant submitted, with reference to SRA v Sharma [2010] EWHC 2022 (Admin), that this was not a case which fell into the very small residual category of dishonesty cases where striking off was not appropriate. There were no exceptional circumstances. There was no medical evidence. The dishonesty admitted in respect of allegation 1.1 was plain and inescapable. The Applicant was ready and in a position to proceed but given the developments had to consider the appropriate way forward, including costs implications.

8. Allegation 1.2 was now admitted. After 1 April 2013 success fees could only be recovered from a client and not a third party. This meant that the monies the Respondent held in respect of the success fee were client money and could not be transferred to office account before a bill of costs or other written notification was delivered to the client. The Respondent had accepted that in four matters he had not delivered a bill of costs or other written notification to the client before transferring monies and admitted allegation 1.2 on that basis. The Respondent did not admit dishonesty in respect of allegation 1.2. Given the admission of dishonesty in relation to allegation 1.1 and lack of exceptional circumstances the Applicant's position was

that the withdrawal of the allegation of dishonesty linked to allegation 1.2 would not alter the outcome of the proceedings.

Respondent's Submissions

9. The Respondent had not changed his position in respect of allegation 1.1. He had previously admitted this allegation including dishonesty. It was accepted that his Response did not clearly spell out that dishonesty was admitted in respect of allegation 1.1. The Respondent's position on allegation 1.2 had changed. He did not admit dishonesty but accepted that he should have rendered bills to his lay clients before transferring the amount for the success fees from client to office account. Allegation 1.3 remained denied including dishonesty. The Respondent supported the application to withdraw allegation 1.3 and to amend allegation 2 to refer to allegation 1.1 only.

The Tribunal's Decision

10. The potential impact on sanction of the withdrawal of allegation 1.3 and the withdrawal of the allegations of dishonesty relating to allegations 1.2 and 1.3 was irrelevant to the Tribunal's decision as to whether or not the Applicant should be permitted to withdraw these allegations. The Tribunal considered the additional admissions made by the Respondent and the parties' submissions. In the circumstances the Tribunal was content to allow the application to amend the Rule 5 statement and to proceed on the basis of the admitted allegations. The Respondent's position had been clarified and had altered. It was proportionate and appropriate to proceed as proposed by the parties.

Factual Background

11. The Respondent was born in 1961 and admitted to the Roll of Solicitors in September 1996. At the date of the hearing, the Respondent's name remained on the Roll but he did not hold a current practising certificate. At all relevant times the Respondent carried on in practice as a sole practitioner at Andrews Solicitors, Bridgend, Mid Glamorgan ("the Firm").

12. An investigation was commissioned by the Applicant's Supervision Department and related to concerns in respect of the Firm's compliance with the SAR. On 22 June 2015 the Firm's accountant, Mr W, contacted Mr Esney, a FIO with the SRA, to inform him that the Respondent had utilised client money in order to pay office expenses. Additionally, the Firm had failed to deliver a number of bills but had transferred costs in any event. Mr Esney commenced an investigation on 24 June 2015. The investigation culminated in a forensic investigation report dated 6 October 2015.

13. The client ledger for Mrs AJ identified the receipt of interim damages in the sum of £25,000 on 11 December 2014. £5,000 was sent to Mrs AJ on that date but the remaining £20,000 was not sent to her until 16 January 2015. The Respondent admitted to the FIO that he had utilised Mrs AJ's damages for general office expenses including staff wages and that he had no entitlement to the money. On 24 June 2015, there was a meeting between the FIO, Mr W and the Respondent at which the

Respondent accepted that he had the benefit of the money for approximately five weeks.

14. At the time the Firm received notification of the Applicant's visit, client reconciliations had not been undertaken between 31 March 2014 and 31 May 2015. Due to the Respondent's failure to keep proper accounting records the FIO could not calculate the Firm's liabilities to client as at 31 May 2015. The FIO identified a minimum cash shortage in the sum of £46,285.10. The Applicant's position was that this related to four clients and was a direct result of the Respondent's failure to deliver bills or written notification to clients prior to transfer of costs. The Respondent's position, at the time of the inspection, was that he had sent written notification of costs to the paying party and that if he had not done so the costs would not have been received into his client account.

15. There was a further meeting between the FIO and the Respondent on 9 September 2015. The Respondent informed the FIO that he had not notified four clients in advance of transferring the success fee, which the Firm was entitled to following successful conclusion of the matter. The total sum in respect of those clients was £46,285.10 and the bills in respect of these matters were not sent out until 9 September 2015. At the hearing the Respondent accepted that the success fee due in these four matters had been taken without giving the lay clients, who were responsible for the payment of the success fee, a bill of costs or other written notification.

16. During the meeting on 24 June 2015, the FIO was supplied with a list of "Bills to Draft" totalling £165,450.00 which Mr W stated was a list of all matters where costs had been taken in advance of delivery of bills. At that meeting the Respondent confirmed that the Firm had encountered financial difficulty during late 2014 and early 2015 and as a consequence of the financial difficulty he had made the majority of staff redundant. The fact that the Respondent had had to make a number of people redundant and pressure of work had, according to the Respondent, played a part in his failure to deliver bills to clients.

17. On 24 June 2015 the Respondent informed the FIO that he had not posted all transactions to the client ledgers and as such they did not accurately reflect the correct position. The Respondent accepted that he had not recorded details of all receipts and payments to/from client account. On 24 June, the Respondent confirmed to the FIO that he did not know what a cashbook was and whether or not the Firm maintained one as required by the SAR. The list of clients produced on 24 June was not an accurate record of the Firm's open matters and did not include client balances.

18. On 9 September 2015 the Respondent informed the FIO that the Firm did not hold client money generally and that the client account reconciliation identified where client money was held. The FIO reviewed the client ledgers and identified a credit balance. The FIO noted that the balances from several client ledgers were not included in the client account reconciliation. On 16 September 2015 the Respondent acknowledged to the FIO that the ledgers were inaccurate and that they had been recently updated to reflect a nil balance.

Witnesses

Evidence-in–chief

19. The Respondent gave evidence. The Respondent had been a medical scientist before retraining as a solicitor. He was admitted as a solicitor in 1996 and had his own practice since December 2005. He worked in the clinical negligence and personal injury fields. In 2014/15 the Firm had suffered a number of setbacks.

20. The government had decided to stop legal aid for clinical negligence and personal injury cases and a number of the Firm's clients had been legal aid clients. The Firm had been able to apply for six monthly payments on account but could no longer do so. All new cases had to be run on a Conditional Fee Agreement ("CFA") or on a fixed fee for initial investigation work. This had a detrimental effect on cash flow. Clients had to meet disbursements as and when they were incurred. This included expert fees and there could be a number of expert reports required to establish whether the client had a case. Clients were reluctant to incur these costs with no real prospect of or guarantee of success. There was a downturn in work.

21. In October/November 2014 the software the Firm used for time recording and accounts completely crashed and their IT provider, even with specialist assistance, could not recover the information. As the Firm worked on each case the client ledger information had to be put back onto the system. This was a huge task and caused a great deal of difficulties. By February/March 2015 the Firm had to lay off all staff except for one fee earner. The Respondent was responsible for keeping the books but did not keep them due to pressure of work. He had had to deal with some very large and complex clinical negligence cases that were coming to trial.

22. Due to problems with the previous premises the Firm had had to move to more expensive premises in 2014. The Firm began to run up against its overdraft limit and had a bill from the Inland Revenue.

23. In December 2014, the Firm received £25,000 interim damages for Ms AJ. She was sent £5,000 and the Respondent accepted that he used the other £20,000 for office expenses. He had the benefit of the money for approximately five weeks. He had initially denied dishonesty as his understanding of the definition of dishonesty was incorrect- he was not trying to permanently deprive the client of the funds. He accepted that it was dishonest to take the monies. The Respondent had not been thinking correctly. When he had started to show strain his mother had asked how she could help and lent him the money to repay the £20,000. She had offered first, the Respondent did not want to ask her.

24. The Respondent acknowledged that due to changes from 1 April 2013 on the four cases where a success fee was due he should have sent a bill to his lay client before transferring money from client to office account. On these cases the other costs had been paid by the other side not the client and the Respondent stated a bill must have been delivered to the other side in order to generate payments of the costs.

Cross-Examination

25. The Respondent had not told Ms AJ at the time that he had taken her money. He did not accept that Ms AJ, who had submitted evidence in support of the Respondent, might not have been supportive of him had she not got her money back. The Respondent accepted that as a solicitor he should not help himself to client funds and that the matters were serious. Asked if his actions showed him acting with integrity, probity or maintaining trust in the profession the Respondent accepted that they did not and were wrong. He was aware of the requirements of the SAR.

26. The Respondent accepted that the pressures facing his Firm were no different from those facing other small firms undertaking the same type of work. He offered this information as background. He knew he should not have done what he did.

27. The Respondent had not approached the bank to see if they would extend the overdraft although they had been helpful when he had previously increased the limit. Nor had he contacted the Inland Revenue to try and reach an agreement about payment.

Findings of Fact and Law

28. 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.

29. **Allegation 1.1 - He used £20,000 from client account to pay for office expenses in breach of all or alternatively any of Principles 2, 4, 6 and 10 of the Principles**

29.1 The Respondent admitted the allegation. Principles 2, 4, 6 and 10 of the Principles require a solicitor to: "2. act with integrity; 4. act in the best interests of each client; 6. behave in a way that maintains the trust the public places in you and in the provision of legal services; and 10. protect client money and assets."

29.2 The Respondent had used client monies for office expenses. He accepted that he had taken the money from Ms AJ's client ledger and should not have done so. He had used the money in circumstances where he had absolutely no entitlement to it.

29.3 The fact that the Respondent had intended to repay the money was irrelevant. Client money was sacrosanct. To take client funds was not in the best interest of the client, it was not acting with integrity and it did not maintain the trust the public placed in the Respondent and in the provision of legal services. The Respondent's actions did not protect client money and assets. The Tribunal found allegation 1.1 proved beyond reasonable doubt.

30. **Allegation 1.2 - He transferred monies from his client account to office account without sending a bill of costs or other written notification of costs to his clients in breach of all or alternatively any of Principles 2, 4, 6 and 10 of the Principles and Rule 17.2 of the SAR.**

30.1 The Respondent admitted the allegation. Principles 2, 4, 6 and 10 are set out above. Rule 17.2 of the SAR provides that: "If you properly require payment of your fees from money held for a client or trust in a client account, you must first give or send a bill of costs, or other written notification of the costs incurred, to the client or the paying party."

30.2 The Respondent had been aware of the requirements of the SAR. He admitted that in respect of four clients he had not complied with Rule 17.2. He had not sent his lay client a bill of costs or other written notification before taking the success fee. To transfer monies from client to office account without sending a bill of costs or other written notification was not in the best interest of the client, it was not acting with integrity and it did not maintain the trust the public placed in the Respondent and in the provision of legal services. The Respondent's actions did not protect client money and assets. The Tribunal found allegation 1.2 proved beyond reasonable doubt.

31. **Allegation 1.3 - He falsely created a bill of costs dated 20 February 2015 for the sum of £37,785.10 in order to mislead the FIO in breach of all or alternatively any of Principles 2, 4 and 6 of the Principles**

31.1 The allegation was withdrawn.

32. **Allegation 1.4 - He failed to keep accounting records properly written up to show his dealings with client money and office money in breach of Rule 29.01 and Rule 29.02 of the SAR;**

32.1 The Respondent admitted the allegation. Rule 29.1 and Rule 29.2 state:

> "29.1 You must at all times keep accounting records properly written up to show your dealings with:
>
> (a) client money received, held or paid by you; including client money held outside a client account under rule 15.1 (a) or rule 16.1 (d); and
> (b) any office money relating to any client or trust matter.
>
> 29.2 All dealings with client money must be appropriately recorded: in a client cash account or in a record of sums transferred from one client ledger account to another; and on the client side of a separate client ledger account for each client (or other person, or trust). No other entries may be made in these records."

32.2 The Respondent had been responsible for keeping the Firm's books. He had not done so and said this was in part due to pressure of work. The Respondent had admitted to the FIO that the client ledgers were inaccurate. The FIO had been unable to calculate the Firm's liabilities to client as at 31 May 2015. There were no client balances, no cashbook and bills had not been sent. There was a list of 'Bills to Draft' totalling £165,450. The Respondent had informed the FIO that he did not know what a cashbook was and that he did not record details of all receipts and payments to/from client account. Monies had been transferred to office account despite bills not being sent. The Respondent had used client money for the payment of office expenses and

had made payments direct from client account to third parties such as HMRC. The Tribunal found the allegation proved beyond reasonable doubt.

33. **Allegation 1.5 -He failed to carry out client account reconciliations during the period 31 March 2014 to 31 May 2015 in breach of Rule 29.12 of the SAR.**

33.1 The Respondent admitted the allegation. The requirements of Rule 29.12 are that:

> "You must, at least once every five weeks: compare the balance on the client cash account(s) with the balances shown on the statements and passbooks (after allowing for all unpresented items) of all general client accounts and separate designated client accounts, and of any account which is not a client account but in which you hold client money under rule 15.1(a) or rule 16.1(d), and any client money held by you in cash; and as at the same date prepare a listing of all the balances shown by the client ledger accounts of the liabilities to clients (and other persons, and trusts) and compare the total of those balances with the balance on the client cash account; and also prepare a reconciliation statement; this statement must show the cause of the difference, if any, shown by each of the above comparisons."

33.2 During the meeting on 24 June 2015 the Respondent informed the FIO that he had not undertaken a client reconciliation between 31 March 2014 and 31 May 2015. This had been due to pressure of work and his inability to afford to instruct Mr W to undertake the work.

33.3 Reconciliations had not been done in this period and the Tribunal found the allegation proved beyond reasonable doubt.

34. **Amended Allegation 2- Dishonesty was alleged with respect of allegation 1.1 but dishonesty was not an essential ingredient to prove that allegation.**

34.1 The Respondent admitted the amended allegation. The allegation related to the fact that the Respondent had used £20,000 from client account to pay for office expenses. The money concerned was part of a £25,000 interim payment due to Ms AJ. The Respondent had written to Ms AJ on 11 December 2014 sending her the £5,000. This letter did not state that a further £20,000 had been received and had been retained by the Respondent for his own use to pay office overheads and to maintain the Firm.

34.2 The Applicant submitted that the Respondent's actions were dishonest according to the test laid down in Bultitude v The Law Society [2004] EWCA Civ 1853, and applying the test for dishonesty as formulated in Twinsectra v Yardley and others [2002] UKHL 12. The Twinsectra test requires that the person has a) acted dishonestly by the ordinary standards of reasonable and honest people and b) realised that by those standards he was acting dishonestly.

34.3 The Applicant's position was that the Respondent's intention to repay the monies, the fact he did repay the money and only had the benefit of it for five weeks were irrelevant as was the fact that he had said that taking the funds was a misjudgement. Client account was not a short term borrowing facility. It was sacrosanct. The

Respondent admitted that he knew he was not entitled to the monies. However he had still taken the money.

34.4 The Respondent had admitted dishonesty. His admission was made after he was advised, by his legal advisers, of the test for dishonesty in these proceedings and the fact that he did not intend to permanently deprive Ms AJ of the monies was irrelevant. Irrespective of this admission no solicitor of the Respondent's experience and standing could have thought that by the ordinary standards of reasonable and honest people it could be considered honest to take someone else's money and use it for his own purposes.

34.5 The Tribunal considered all the facts admitted and proved, together with the submissions of the Applicant and Respondent. It was satisfied that taking client money under any circumstances, when the solicitor was not entitled to it, would be considered dishonest by the ordinary standards of reasonable and honest people. The Respondent was an experienced solicitor who was fully aware of his obligations. He had admitted dishonesty and the Tribunal was satisfied that he realised he was acting dishonestly by the standards of reasonable and honest people. Accordingly, both the objective and subjective tests set out in Twinsectra were satisfied and the Tribunal found the allegation proved beyond reasonable doubt.

Previous Disciplinary Matters

35. None.

Mitigation

36. The Tribunal took into account the points made by the Respondent in evidence that went to mitigation. In addition, Mr Jenkins submitted that he hoped that the Tribunal now had a full understanding of the circumstances at the time, including the impact of the changes to legal aid and the increased rent. The Respondent had been under stress and was unable to measure up to what was expected. Mr Jenkins invited the Tribunal to find that there had been exceptional circumstances. He considered that there may be a future for the Respondent in assisting clients whether as a solicitor or in a lesser capacity.

37. The Respondent had been reluctant to seek testimonials as he was so ashamed of his conduct and was highly embarrassed to talk of the matter with former colleagues. The client from whom he had taken the money had provided a witness statement in support of the Respondent and he had approached one surgeon very recently who had provided a testimonial.

38. Ms AJ's letter showed her regard for the Respondent despite his actions. Had the Respondent sought testimonials he would have been able to produce quite a bundle. The money had not been spent on the high life or frivolities. It had been used to pay staff for two months and rent for a month.

39. The Respondent regretted his actions which had had a devastating consequence on his life, his relationship and professional career. He would regret his actions for the rest of his life. If he could turn the clock back he would. The Respondent had authorised

Mr W to inform the SRA FIO about the use of client funds prior to his first visit and had assisted the SRA as much as possible. He had not been able to afford to pay Mr W to undertake the accounts work. The Firm was intervened into and a significant amount of work in progress lost. The Respondent had entered into an IVA and was living with his mother. He was not working and having explored the possibility of returning to work as a medical scientist had found he would have to re-train. He had been offered a job as a delivery driver.

40. The Respondent was so sorry for everyone involved and the consequences for them, including clients whose cases he was conducting. The area in which he worked was one of the most deprived in the UK and clients, many of whom were in receipt of social welfare, had come to him from all over South Wales The Respondent wanted to act on behalf of clients in some capacity as he felt he had provided a first class service for over twenty years and had made a significant difference to people's lives. He was fifty five and still had ten years during which he could make a significant contribution.

Sanction

41. The Tribunal referred to its Guidance Note on Sanctions (4th Edition) when considering sanction.

42. The Respondent was culpable for his misconduct. The motivation for the misconduct had been to meet the Firm's expenses. The Respondent's actions were planned. His letter to Ms AJ of 11 December 2014 misled her. The Respondent was in a position of trust and he breached this by taking client monies. He had direct responsibility for the way in which he responded to the situation he found himself in. The Respondent was an experienced solicitor.

43. Whilst the Respondent did not necessarily present a continued direct risk to the public his actions were a complete departure from the complete integrity, probity and trustworthiness expected of a solicitor. The Respondent may not have intended any harm by his actions but the harm to the reputation of the profession was reasonably foreseeable and there was significant harm caused to the reputation of the profession. The Respondent must have realised that there was a risk that he could not repay the client monies. They were not repaid from his own funds but from a loan from his mother.

44. Dishonesty had been admitted. The Firm lacked accounts and there was financial chaos in the practice over a period of time. The misconduct was deliberate, the Respondent took client monies which he knew he was not entitled to take. Ms AJ was taken advantage of, albeit there was no evidence that she was a vulnerable person. The Respondent admitted the misappropriation of client funds but only after he knew there was to be an inspection of the Firm. The Respondent admitted that his conduct was in breach of the Principles including Principle 6. These were all aggravating factors.

45. Ultimately there was no loss to Ms AJ, her funds were paid to her after five weeks. The Respondent did voluntarily notify the regulator, via Mr W, but only once the inspection was imminent. The dishonest use of client funds was a single episode in an

otherwise unblemished career. The Respondent had displayed genuine insight, regret and embarrassment when giving evidence. He had co-operated with the SRA. These were mitigating factors.

46. The Tribunal considered the range of sanctions available to it commencing with No Order. Given the seriousness of the admitted allegations the Tribunal did not consider that any sanction less than strike off was appropriate. The Respondent had taken client monies. If the Tribunal did not strike the Respondent off this would have a detrimental impact on the public's confidence in the legal profession and would send the wrong message to other solicitors.

47. The Tribunal had been referred to the case of Sharma. This was not a case which fell into the very small residual category of dishonesty cases where striking off was not appropriate. There were no exceptional circumstances. The Respondent's conduct was at the serious end as he had taken client monies, albeit on a short term basis.

48. The Tribunal considered that this was a sad case. The Respondent had been extremely frank and had tried to do his best to co-operate with the SRA and engage with the process. He had been open and honest in his evidence. The Respondent had faced what could almost be described as a perfect storm. He had built up his Firm into a particular position and then changes to legal aid had altered his work profile radically and he saw a downturn in work. This combined with a doubling of his rent led to a situation where his Firm was under significant financial pressure. This was not unique to this Firm but the Respondent could not cope with the series of problems impacting on his business. He did not approach the bank or take any alternative steps. Instead he took the decision to plunder client account which can never be acceptable. All the admitted charges were found proved.

49. The Tribunal had listened very carefully to all that had been said and that it had read. The Tribunal considered the case of Bolton v The Law Society [1994] 1 WLR 512 which sets out the fundamental principle and purposes of the imposition of sanctions by the Tribunal.

50. The Tribunal needed to uphold the standards required by the profession and whilst the Respondent had shown genuine contrition and had co-operated with the SRA his actions were a complete departure from the required standards of integrity, probity and trustworthiness. The only appropriate sanction was to strike the Respondent's name off the Roll of Solicitors.

Costs

51. The Applicant applied for its costs, supported by a schedule totalling £12,718.64. These costs needed to be reduced as the hearing had not lasted for the seven hours claimed for each of Mr Goodwin and his instructing solicitor, Ms Nadarajah, who was also present. This reduced the amount claimed to approximately £11,500. The Tribunal considered that the amounts claimed for travel time, fares and overnight accommodation for Mr Goodwin and Ms Nadarajah were too high and reduced these by £500. The Tribunal ordered that the Respondent pay the Applicant's costs in the sum of £11.000.

52. The Tribunal had not received a statement of means but had heard the Respondent's evidence in respect of his financial position. He had been struck-off and could no longer practice as a solicitor. Given the Respondent appeared to have no means to pay the costs and only the prospect of low paid work the Tribunal further ordered that the costs order could not be enforced without leave of the Tribunal.

Statement of Full Order

53. The Tribunal ORDERED that the Respondent, ANDREW PHILIP THOMAS, 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, such costs not to be enforced without leave of the Tribunal.

Dated this 28th day of June 2016
On behalf of the Tribunal

R. Nicholas
Chairman