SOLICITORS DISCIPLINARY TRIBUNAL

IN THE MATTER OF THE SOLICITORS ACT 1974 — Case No. 11494-2016

BETWEEN:

SOLICITORS REGULATION AUTHORITY — Applicant

and

STUART ANTHONY KAUFMAN — Respondent

Before:

Miss T. Cullen (in the chair)
Mr M. Jackson
Mr M. R. Hallam

Dates of Hearing: 6 -7 November 2018 and 15-17 January 2019, 19 March 2019, 30 April 2019 and 7 June 2019

Appearances

Andrew Bullock, barrister of Solicitors Regulation Authority of Solicitors Regulation Authority, The Cube, 199 Wharfside Street, Birmingham, B1 1RN, for the Applicant.

Gudrun Young, barrister of 2 Hare Court Temple, London EC4Y 7BH, instructed by Terence Walsh, solicitor of Walsh Solicitors, 22 Manchester Road, Haslingden, BB4 5ST for the Respondent.

JUDGMENT

Allegations

1. The Allegations against the Respondent, contained in the Rule 5 Statement dated 8 March 2016 were as follows:

1.1 That between 5 June 2015 and 10 June 2015 he allowed the client account of Kaufman Legal Limited, a recognised body of which he was sole director ("the Firm") to be utilised by a Mr MB to receive and pay monies where there was no underlying legal transaction and thereby breached Rule 14.5 of the SRA Accounts Rules 2011 ("SAR 2011").

1.2 In dealing with Mr MB, he failed to apply appropriate customer due diligence measures in accordance with his obligations under the Money Laundering Regulations 2007 and thereby breached (or failed to achieve) any or all of:

1.2.1 Principle 6 of the SRA Principles 2011 ("the Principles")
1.2.2 Principle 7 of the Principles
1.2.3 Outcome O (7.5) of the SRA Code of Conduct 2011 ("SCC 2011").

1.3 That between 5 August 2015 and 25 August 2015 he allowed the client account of the Firm to be utilised by a Mr MF to receive and pay monies where there was no underlying legal transaction and thereby further breached Rule 14.5 of the SAR 2011.

1.4 In dealing with Mr MF, he failed to apply appropriate customer due diligence measures in accordance with his obligations under the Money Laundering Regulations 2007 and thereby breached (or failed to achieve) any or all of:

1.4.1 Principle 6 of the Principles
1.4.2 Principle 7 of the Principles
1.4.3 Outcome O (7.5) of the SCC 2011.

The Allegations against the Respondent, contained in the Rule 7 Statement dated 17 March 2017, were as follows:

1.5 On 23 March 2015 he entered into an agreement for and on behalf of the Firm which had the effect of requiring the practice of that recognised body to be conducted subject to the direction of Mr CK and Mr SG, neither of whom was an admitted person. He thereby breached any or all of:

1.5.1 Principle 2 of the Principles
1.5.2 Principle 3 of the Principles
1.5.3 Principle 6 of the Principles.

1.6 Between 27 May 2015 and 10 June 2015, by agreeing to act as an Escrow Agent on behalf of both Anglo-Irish Global Limited ("AIG") and Mr MB in furtherance of a Joint Venture Participation Agreement ("JVPA") and subsequently receiving payments in respect of the purported purchase and sale of Krugerrands into the client account of the Firm, he facilitated dubious investment transactions on behalf of AIG. He therefore breached any or all of:

1.6.1 Principle 2 of the Principles
1.6.2 Principle 6 of the Principles.

1.7 Between 27 May 2015 and 10 June 2015 he acted for both AIG and Mr MB in relation to that JVPA. He thereby breached any or all of:

1.7.1 Principle 2 of the Principles
1.7.2 Principle 4 of the Principles
1.7.3 Principle 6 of the Principles
1.7.4 failed to achieve Outcome O(3.5) of the SCC 2011.

1.8 On 10 June 2015 he withdrew client monies in the sum of €47,500 held upon the client account of the Firm pursuant to an escrow agreement made between that Firm, AIG and Mr MB on 27 May 2015, otherwise than in accordance with the terms of that agreement. He thereby breached:

1.8.1 Principle 2 of the Principles
1.8.2 Principle 6 of the Principles
1.8.3 Rule 20.1 of the SAR 2011.

1.9 Between 22 July 2015 and 25 August 2015, by agreeing to act as an Escrow Agent on behalf of both Consus Consulting Limited and Mr MF in furtherance of an agreement to secure purported bank instruments and subsequently receiving payments in respect of their purported purchase into the client account of the Firm, he facilitated dubious investment transactions on behalf of Consus Consulting Limited. He thereby breached any or all of:

1.9.1 Principle 2 of the Principles
1.9.2 Principle 6 of the Principles.

1.10 Between 22 July 2015 and 25 August 2015 he acted for both Consus Consulting Limited and Mr MF in relation to that agreement. He therefore breached any or all of:

1.10.1 Principle 2 of the Principles
1.10.2 Principle 4 of the Principles
1.10.3 Principle 6 of the Principles
1.10.4 Failed to achieve Outcome O(3.5) of the SCC 2011.

1.11 Between 6 August 2015 and 4 September 2015, by agreeing to act as an Escrow Agent on behalf of both Pan-Global Trading Limited ("PGT") and Lords Metal SP Zo ("Lords Metal") in furtherance of an agreement concerning the arrangement of a Bank Guarantee/Stand By Letter of Credit, and subsequently receiving payments in respect of that Agreement into the client account of the Firm, he facilitated dubious investment transactions on behalf of PGT. He thereby breached any or all of:

1.11.1 Principle 2 of the Principles
1.11.2 Principle 6 of the Principles.

1.12 Between 6 August 2015 and 4 September 2015, he acted for both PGT and Lords Metal in relation to the agreement concerning the arrangement of a Bank Guarantee/Stand By Letter of Credit. He thereby breached any or all of:

1.12.1 Principle 2 of the Principles
1.12.2 Principle 4 of the Principles
1.12.3 Principle 6 of the Principles
1.12.4 Failed to achieve Outcome O(3.5) of the SCC 2011.

1.13 Between 25 August 2015 and 4 September 2015, he allowed the client account of the Firm to be utilised by PGT and/or Lords Metal to receive and pay monies when there was no underlying legal transaction and thereby breached Rule 14.5 of the SAR 2011.

1.14 Between 26 August 2015 and 4 September 2015, he withdrew client monies in the total sum of at least £96,000 held upon the client account of the Firm pursuant to an Escrow Agreement purportedly made between that Firm, PGT and Lords Metal on 25 June 2015 otherwise than in accordance with the terms of that agreement. He thereby breached:

1.14.1 Principle 2 of the Principles
1.14.2 Principle 6 of the Principles
1.14.3 Rule 20.1 of the SAR 2011.

1.15 Between 15 September 2015 and 24 September 2015, by agreeing to act as an Escrow Agent on behalf of both Pan-Global Capital Limited ("PGC") and Mr DA in furtherance of an agreement concerning the provision of investment advice and access to investment opportunities and subsequently receiving payments in relation to that agreement into the client account of the Firm, he facilitated dubious investment transactions on behalf of PGC. He thereby breached any or all of:

1.15.1 Principle 2 of the Principles
1.15.2 Principle 6 of the Principles.

1.16 Between 15 September 2015 and 24 September 2015 he acted for Mr DA and PGC in relation to that agreement. He thereby breached (or failed to achieve) any or all of:

1.16.1 Principle 2 of the Principles
1.16.2 Principle 4 of the Principles
1.16.3 Principle 6 of the Principles
1.16.4 Failed to achieve Outcome O(3.5) of the SCC 2011.

1.17 Between 22 September 2015 and 24 September 2015, he allowed the client account of the Firm to be utilised by PGC and/or Mr DA to receive and pay monies when there was no underlying legal transaction and thereby breached Rule 14.5 of the SAR 2011.

1.18 On 24 September 2015 he withdrew client monies in the total sum of at least £90,000 held upon the client account of the Firm pursuant to an escrow agreement made between that firm, PGC and Mr DA other than in accordance with the terms of that agreement. He thereby breached:

1.18.1 Principle 2 of the Principles
1.18.2 Principle 6 of the Principles
1.18.3 Rule 20.1 of the SAR 2011.

Dishonesty was alleged with respect to Allegations 1.5-1.18 but dishonesty was not an essential ingredient to prove any of them.

Preliminary Matter

2. The course of the proceedings

2.1 The hearing commenced on 6 November 2018 and was adjourned part-heard until 15 January 2019.

2.2 On the morning of 15 January 2019 the Respondent commenced his oral evidence and continued giving evidence for the rest of the day. He resumed his evidence on the morning of 16 January, by which time he was being cross-examined by Mr Bullock. At approximately 10.55am the Respondent became unwell. He subsequently attended hospital and the Tribunal adjourned the matter until the following morning (17 January).

2.3 On the morning of 17 January 2019 the Tribunal was shown an email sent by Ms Young the previous evening and a discharge summary sheet from the Royal Free Hospital. The Respondent had been advised to avoid stressful situations and rest for a period of one week. Ms Young and Mr Bullock both applied to adjourn the hearing on the basis that the Respondent should be able to properly deal with cross-examination.

2.4 The Tribunal, having read the material supplied, and being conscious of the medical background already contained in the papers, was satisfied that the proper course was to adjourn. The matter was subsequently re-listed for 13 March 2019 but was further adjourned, again due to the Respondent's ongoing poor health.

2.5 The substantive hearing was ultimately re-listed for 7 June 2019. On that occasion the Respondent attended. He had remained under oath and fully bound since commencing his evidence on 15 January.

2.6 Mr Bullock told the Tribunal that he had been given to understand that the Respondent would be making some admissions. The Tribunal granted leave to Ms Young to take instructions from the Respondent, within the parameters of his position in relation to the Allegations and his appreciation of the consequences of such a change of position. After a break for those discussions to take place, the Respondent resumed his evidence briefly. He told the Tribunal that he now admitted Allegations 1.1-1.10 in their entirety, including the allegation of dishonesty in relation to Allegations 1.5-1.10. Mr Bullock told the Tribunal that in light of those admissions, which had been anticipated, he would not be putting any further questions to the Respondent and this would conclude his cross-examination.

2.7 Mr Bullock applied for the remaining Allegations (1.11-1.18) to be stayed. He told the Tribunal that his instructions not to proceed further with cross-examination on the unadmitted parts of those remaining allegations were on the basis of the public interest, rather than any concerns about the evidential strength of the Applicant's case.

2.8 Mr Bullock told the Tribunal that he recognised that in the face of multiple admissions of dishonesty this was a case where a strike-off must inevitably follow. In those circumstances there was little to be gained by seeking to prove further aspects of the SRA's case upon which he had not yet cross-examined. The Applicant had regard to the accepted fact that the Respondent was not in good physical health, and there was no wish to expose him to cross-examination unnecessarily.

2.9 Mr Bullock further told the Tribunal that the Applicant recognised that the Respondent was himself a victim in that his own dishonesty was the result of actions of others "more wicked than he". Mr Bullock accepted that the Respondent had enjoyed an unblemished reputation prior to these matters and was well thought of by colleagues. This was a "spectacular fall from grace".

2.10 In the circumstances, Mr Bullock submitted that the remaining Allegations should be stayed in the public interests. If the Respondent was to make an application for restoration to the Roll in the future, the Applicant would then want the ability to deploy the totality of its case in answer to that application.

2.11 Ms Young told the Tribunal that she supported Mr Bullock's application and had nothing to add to it.

2.12 The Tribunal considered the submissions made by Mr Bullock and endorsed by Ms Young. The circumstances in which this stage had been reached were unusual. The Tribunal had regard to the medical evidence before it and to its own observations of the Respondent during the course of the hearing. The Respondent had now made admissions to a number of very serious Allegations. The Tribunal did not consider it necessary or appropriate to require the case to proceed at this stage in respect of other unadmitted Allegations of similar gravity arising out of the same circumstances.

2.13 The Tribunal therefore granted Mr Bullock's application and directed that the unadmitted parts of Allegations 1.11-1.18 would be stayed and would lie on the file, not to be proceeded with other than with leave of the Tribunal.

Factual Background

3. The Respondent was born in 1954 and admitted to the Roll on 15 June 1981. At the time of the hearing he remained on the Roll with conditions attached to his Practising Certificate. The Respondent was the sole director of Kaufman Legal Limited ("the Firm") from 26 October 2010 until the SRA intervened into the Firm on 24 November 2015.

The Allegations

4. Following the intervention, the Applicant had obtained documents concerning a number of investment schemes.

Key Individuals and Companies

- Anglo Irish Global ("AIG")
- Consus Consulting ("Consus")
- PGC
- PGT
- CK – director of AIG, PGC, PGT and Consus
- SG – director of AIG and PGC
- The Respondent – director of PGT
- SG and CK were promoting the leasing of financial instruments and a business involving purchase and sale of Krugerrands (South African gold coins)
- MB, MF, DA and LM - investors in the schemes.

Key Documents

- Employment Agreement dated 23 March 2015 between AIG and the Firm
- The Joint Venture Participation Agreement ("JVPA") dated 21 May 2015 between AIG and MB dated 21 May 2015
- Escrow Agreement dated 27 May 2015 between AIG represented by SG, MB and the Respondent
- Deed of Agreement dated 20 July 2015 between Omega Ark Group and Consus Consulting
- Memorandum of Understanding/Letter of Intent dated 24 August 2015 between PGT and Lords Metal
- Memorandum of Understanding/Letter of Intent dated 22 September 2015 between PGC and DA.

The Four Transactions (MB, MF, LM and DA)

5. There were four transactions which the Respondent had been involved in and it was the Applicant's case that each of them had the following features:

   - The promoter was an unlisted company of which CK and/or SG and/or the Respondent were officers (either director or company secretary);

   - Pro forma client care letters were sent to investors confirming the Respondent was acting for them in the transaction;

   - The scheme was documented in two documents; an agreement between promoter and individual investment; and an escrow agreement between promoter, investor and the Respondent which provided for the Respondent to hold funds from investors to the order of the other investment parties as escrow agent;

   - In each case it was the Applicant's case that the agreement indicated that the investment was obscure but lucrative, in which very high rates of return could be earned:

- The agreement between the promoter and investor was a flawed document that included what the Applicant described as nonsensical or contradictory terms or errors that would not appear in a legitimate investment document;

- The escrow agreements contained similar flaws;

- In each case a sum between £47,000 and £200,000 was paid into the Firm's client account in accordance with the purported investment. In three cases those funds were dispersed otherwise than in accordance with the escrow agreement. In the case of MF they were repaid.

6. The Applicant's case was that the Respondent's involvement was integral to success of the scheme as his role was to provide reassurance to investors.

7. Mr Bullock took the Tribunal to email exchanges on 19-20 February 2015 which set out the role to be played by CK. By 2 March 2015 the Firm had accepted its retainer by AIG. On 23 March 2015 an Employment Agreement was signed by the Respondent and SG. Mr Bullock submitted that this document purported to create a contract of employment between the Firm and AIG, but it read like a contract with an individual. Mr Bullock submitted that the intention was clear in that the Firm should work exclusively for a company controlled by CK and should work under CK's direction. In a letter to the SRA dated 3 March 2017 the Respondent had stated that he was the author of the contract of employment. Mr Bullock told the Tribunal that this gave an indication of the Respondent's understanding of the nature of his relationship with AIG. The proposal that the Respondent devote his full business time and act at direction of the board was entirely consistent with the email exchanges of 19-20 February, and it therefore reflected the Respondent's understanding. Correspondence for CK had, on occasions, been sent to the Respondent's office address, not CK's registered office.

8. The Escrow Agreement in relation to the transaction between AIG and MB referred to a guaranteed return of 15%. The Applicant's case was that this offered unrealistically high returns and as such fell within the criteria covered by the SRA Warning Notice concerning High Yield Investment Fraud.

9. In relation to Allegation 1.7 specifically, Mr Bullock submitted that if the investor and promoter were both clients of the Respondent then they were both entitled to receive advice from him with respect to the investments they are entering into, and/or the investment contract. The promoter's interests lay in getting the investor signed up, whereas the investor's interest lay in being advised for the need for caution. Mr Bullock submitted that the situation became one in which the Respondent should not have acted.

10. The client care letter addressed to AIG dated 2 March 2015 established a retainer as from that date. There was also a client care letter dated 27 May 2015 addressed to MB, which Mr Bullock submitted demonstrated a retainer with him also.

11. Clause 1(d) of the Escrow Agreement dated 27 May 2015 provided that:-

> "...The Escrow Agent shall, upon receipt of a written instruction from AIG transfer €47,500 (being the total lodged less 5%) to account number [...] in the name of Anglo Irish Global Limited held at First National Bank..."

12. The payment was, in fact, made to a different bank account in the name of AIG on the instructions of CK. This was not in accordance with the provisions of the Escrow Agreement.

13. The Applicant's case was that the transaction in relation to MF contained a number of features that were common characteristics of potentially fraudulent financial arrangements. The transaction offered a very high rate of return in that a bank instrument to the value of $50,000,000 could be obtained simply by MF proving that he had access to €100,000, which was also the up-front fee to progress the transaction.

14. The Applicant's case was that the Deed of Agreement contained phrases which were not defined or were meaningless, obvious typographical errors and inaccurate factual information.

15. The Tribunal was referred to an attendance note dated 12 July 2015 which, on the Applicant's case, confirmed that the Respondent was receiving instructions from CK on behalf of Consus in relation to the Deed of Agreement. The client care letter dated 22 July 2015 and addressed to MF established a retainer with him as well.

Findings of Fact and Law

16. 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.

17. The Tribunal considered carefully all the documents, witness statements and oral evidence presented. In addition it had regard to the oral and written submissions of the parties.

18. **Allegations 1.1-1.10**

18.1 The Respondent had admitted Allegations 1.1-1.4 in full at the outset of the hearing. The Respondent's position in relation to Allegations 1.5-1.10 had been less clear initially, in that some Allegations had been admitted in full, some in part and some denied. As noted above, the Respondent changed his position during the course of his evidence and admitted all of these Allegations in full, including the allegations of dishonesty.

18.2 The Tribunal considered the evidence in relation to all the admitted Allegations and was satisfied that the admissions were properly made. The Tribunal found each of Allegations 1.1-1.10 proved in full beyond reasonable doubt on the basis of the evidence and the Respondent's admissions. This included the allegation of dishonesty in relation to Allegations 1.5-1.10.

Previous Disciplinary Matters

19. There was no record of any previous disciplinary findings by the Tribunal.

Mitigation

20. At the conclusion of his evidence the Respondent had told the Tribunal that he was ashamed of what had happened. He had reflected on matters during the period of adjournment and had concluded that he must have known what was going on. He had allowed himself to be deceived at a time when his health was poor. He told the Tribunal that he wished to apologise to the profession.

21. Ms Young told the Tribunal that she accepted that a strike-off was almost inevitable and did not seek to argue that this was a case involving exceptional circumstances which warranted a lesser sanction. However, she did wish to put a number of matters forward.

22. The Respondent was very experienced, having been admitted in 1981. He had run a classic criminal law firm and although he had done some fraud and money laundering work, he had very little experience of handling client monies or giving business or financial advice.

23. As a result of legal aid cuts, by 2015 he had been struggling to keep the business afloat. He was working on his own without solicitor colleagues or support staff. He was also suffering from ill-health, which affected his judgement.

24. As Mr Bullock had submitted, the Respondent had, to an extent been a victim of others' behaviour. He was a perfect target for experienced criminals in that he was a sole practitioner with a client account that they could use to their own purposes. He was easily manipulated and vulnerable to suggestion, as well as being open to temptation due to his financial circumstances and illness. Ms Young told the Tribunal that none of that excused what he did. He should have resisted the temptation but he had not. Ms Young told the Tribunal that the Respondent had demonstrated "spectacularly bad judgement" but that he had not initiated these schemes or devised them.

25. Ms Young told the Tribunal that the Respondent had worked tirelessly and committedly as a solicitor, helping others and valuing the profession above all else. He had put work before everything in life and he defined himself by his role as a solicitor. The circumstances whereby he would leave the profession in disgrace were a tragedy.

26. Ms Young accepted that the Respondent had struggled to face up to what he did. The admission of dishonesty was at a late stage. Having been subjected to scrutiny he had accepted that he must have appreciated that these were dishonest schemes. Ms Young invited the Tribunal to give the Respondent some credit for finally having done so.

27. The Respondent had given notice and had ceased working in advance of the resumed hearing. He had no income or savings and did not have a pension. He had been made bankrupt in 2017. He was living in a mortgaged property with no means of paying it.

He would not be working and he faced a difficult retirement. Ms Young confirmed that the Respondent had not filed a financial statement setting out his means.

28. Ms Young also referred the Tribunal to the medical reports before it.

Sanction

29. The Tribunal had regard to the Guidance Note on Sanctions (December 2018). The Tribunal assessed the seriousness of the misconduct by considering the Respondent's culpability; the level of harm caused; together with any aggravating or mitigating factors.

30. In assessing culpability, the Tribunal accepted the submissions of parties to the effect that the Respondent had allowed himself to be taken advantage of. He was in some regards a perfect target, struggling as he was with illness and financial difficulties. The Respondent's vulnerability, and his need to replace income lost to legal aid cuts, had been exploited by others.

31. There had been a degree of planning but the Tribunal accepted that he had not initiated the schemes or been a prime mover. Nevertheless, he had played an active role and had direct control and responsibility for his actions.

32. The Respondent had been experienced and so should have known from the start that what he was doing was wrong. He had clearly intended to benefit financially from the arrangements.

33. In relation to harm caused, the Tribunal had not been given any evidence of direct harm caused to individuals. However, the harm caused to the reputation of the profession was significant. The very nature of the reputation of solicitors was the reason that he had been targeted, and it was damaging to that reputation for the Respondent to have gone along with it.

34. The matters were aggravated by the Respondent's dishonesty. Coulson J in Solicitors Regulation Authority v Sharma [2010] EWHC 2022 Admin observed:

> "34. there is harm to the public every time a solicitor behaves dishonestly. It is in the public interest to ensure that, as it was put in Bolton, a solicitor can be "trusted to the ends of the earth"."

35. The misconduct had been deliberate, calculated and had occurred on more than one occasion over a period of time. The Respondent had known that he was in material breach of his obligations and had closed his eyes to it.

36. The matters were mitigated by the fact that there had been some deception on the part of others. However, the misconduct was his responsibility. The Tribunal recognised that he had a previously unblemished career for many years and had demonstrated some insight, albeit late in the day, with his admissions. It had clearly been a struggle for him to gain that insight.

37. The misconduct was so serious that a Reprimand, Fine or Restriction Order would not be a sufficient sanction to protect the public or the reputation of the profession from future harm by the Respondent. The misconduct was at the highest level and the only appropriate sanction was a strike-off. The protection of the public and of the reputation of the profession demanded nothing less given the multiple instances of dishonesty.

38. The Tribunal considered whether there were any exceptional circumstances that would make such an order unjust in this case. The Tribunal had regard to the Respondent's personal circumstances both at the material time and at the time of the hearing and it carefully considered the medical evidence before it. It had also seen evidence of his ill-health for itself during the course of these proceedings. However, the Tribunal found there to be nothing in the misconduct that placed it into the category of exceptional circumstances. The appropriate and proportionate sanction was that the Respondent be struck-off the Roll.

Costs

39. Mr Bullock applied for the Applicant's costs in the sum of £24,136.09. He told the Tribunal that the Schedule of Costs issued in November 2018 had not been updated. It therefore disregarded the additional Case Management Hearings that had taken place in March and April and the correspondence between the parties since January 2019. Mr Bullock recognised that the amount actually recovered may be significantly reduced as a result of the Respondent's bankruptcy.

40. Ms Young did not make any submissions in relation to costs.

41. The Tribunal reviewed the Schedule of Costs and was satisfied that the costs incurred were reasonable and proportionate. There had necessarily been a considerable amount of preparation due to the nature and number of Allegations. The hearing had lasted three effective days in addition to the extra Case Management Hearings. There had also been inter-party communications that, like the Case Management Hearings, had not been claimed for.

42. The Respondent had not served a written statement of means, despite a direction that he must do so 28 days before the hearing if he wished his finances to be taken into account. The Tribunal noted what was said about his bankruptcy and was also aware that the Applicant took a pragmatic approach to enforcement.

43. Ms Young had not invited the Tribunal to make a deferred order, nor would it have been appropriate in the absence of supporting evidence as to his means. The Tribunal therefore ordered that the Respondent pay the Applicant's costs fixed in the sum claimed, on the usual terms.

Statement of Full Order

44. The Tribunal Ordered that the Respondent, STUART ANTHONY KAUFMAN, 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 £24,136.09.

Dated this 3rd day of July 2019
On behalf of the Tribunal

T. Cullen
Chair