SOLICITORS DISCIPLINARY TRIBUNAL

IN THE MATTER OF THE SOLICITORS ACT 1974 Case No. 11542-2016

BETWEEN:

SOLICITORS REGULATION AUTHORITY Applicant

and

JOHN BARRIE WILSON Respondent

Before:

Ms A. E. Banks (in the chair)
Mr P. Lewis
Mrs N. Chavda

Date of Hearing: 25 April 2017

Appearances

James Dunn, solicitor of Devonshires Solicitors of Devonshires Solicitors, 30 Finsbury Circus, London, EC2M 7DT, for the Applicant.

The Respondent did not appear and was not represented.

JUDGMENT

Allegations

1. The allegations against the Respondent made by the Applicant were set out in a Rule 5 Statement dated 9 August 2016. The allegations were that:-

1.1 Between 6 April 2008 and April 2010, when paying debts owed by LawYours LLP ("LawYours"), he preferred the creditor NatWest Bank Plc ("NatWest"), to whom he had given a personal guarantee, over Her Majesty's Revenue and Customs ("HMRC"), to whom he had not given any personal guarantee. In so doing he failed to act with integrity, in breach of Rule 1.02 of the Solicitors Code of Conduct 2007 ("SCC").

1.2 Between 6 April 2008 and April 2010, when paying debts owed by LawYours, he preferred the creditor NatWest, to whom he had given a personal guarantee, over HMRC, to whom he had not given any personal guarantee. In so doing he behaved in a way that was likely to diminish the trust the public places in him or the legal profession, in breach of Rule 1.06 of the SCC.

1.3 On 24 October 2013 he was disqualified in Companies Director Disqualification Proceedings for seven years by the High Court. This was a failure to behave in a way that maintains the trust the public places in him and/or the provision of legal services in breach of Principle 6 of the SRA Principles 2011 ("the Principles");

1.4 On or around 27 February 2009 he breached Rule 22(1) of the Solicitors Accounts Rules 1998 ("SAR 1998") in the way he dealt with payment of an award of £800 compensation made by the Legal Complaints Service to his client Mr and Mrs W. He paid this compensation from office account, and then withdrew the same sum from client account and transferred it to office account, thereby resulting in this compensation payment being made from client monies;

1.5 Between 15 August 2012 to 29 July 2013, he allowed non client monies to be paid into and held in the client account of Law Offices (UK) Limited ("Law Offices") without justification, contrary to Rule 14.2 of the SRA Accounts Rules 2011 ("SAR 2011"), when he organised Charity Dinners on behalf of Law Offices.

Documents

2. The Tribunal considered all the documents in the case which included:

Applicant

- Application dated 9 August 2016 and Amended Rule 5(2) Statement (Originally dated 9 August 2016 and re-dated 24 November 2016) with exhibit JHRD 1
- Skeleton Argument on behalf of the Applicant dated 18 April 2017
- The Judgments in General Medical Council v Adeogba [2016] EWCA Civ 162 and the Solicitors Regulation Authority v Wingate and Evans [2016] EWHC 3455 (Admin)
- Hearing Bundle – Volumes One and Two
- Document headed 'Extract from the Rules' handed in at the hearing and setting out the full text of the Rules and Principles referred to in the allegations

- Costs Schedules dated 9 August 2016 and 7 April 2017

Respondent

- Email from the Respondent to the Tribunal dated 24 April 2017
- Letter from Dr G Proctor dated 24 April 2017 in respect of the Respondent's health

Other Documents

- The Tribunal Judgment in Case number 9989-2008 dated 29 June 2010 (which was handed to the Tribunal once it had announced its findings)
- Judgment in Malins v Solicitors Regulation Authority [2017] EWHC 835 (Admin).

Preliminary Matter – Proceed in Absence

The Applicant's Application

3. The Respondent did not attend the hearing and the Applicant applied to proceed in his absence.

4. Rule 16 (2) of The Solicitors (Disciplinary Proceedings) Rules 2007 ("SDPR") states:

> "If the Tribunal is satisfied that notice of the hearing was served on the respondent in accordance with these Rules, the Tribunal shall have the power to hear and determine an application notwithstanding that the Respondent fails to attend in person or is not represented at the hearing."

5. The Tribunal notified both parties of the hearing by letter dated 6 December 2016. This was signed for by the Respondent as having been received on 12 December 2016. A further copy of this notice was e-mailed to the Respondent on 7 December 2016, and the Respondent had, on 8 February 2017, indicated to the Tribunal that "My preferred method of communication remains email at this address", being the address to which all e-mails have been sent to him. Mr Dunn had seen the email from the Respondent dated 24 April 2017. There was no application in that document for an adjournment.

6. Mr Dunn submitted that in applying Rule 16(2) of the SDPR, the Tribunal must also have in mind the Court of Appeal Judgment in the case of Adeogba. Mr Dunn drew the Tribunal's specific attention to the following extracts from the Adeogba Judgment:

> "17. In my judgment, the principles set out in Hayward, as qualified and explained by Lord Bingham in Jones, provide a useful starting point for any direction that a legal assessor provides and any decision that a Panel makes under Rule 31 of the 2004 Rules. Having said that, however, it is important to bear in mind that there is a difference between continuing a criminal trial in the absence of the defendant and the decision under Rule 31 to continue a disciplinary hearing. This

latter decision must also be guided by the context provided by the main statutory objective of the GMC, namely, the protection, promotion and maintenance of the health and safety of the public as set out in s. 1(1A) of the 1983 Act. In that regard, the fair, economical, expeditious and efficient disposal of allegations made against medical practitioners is of very real importance.

18. It goes without saying that fairness fully encompasses fairness to the affected medical practitioner (a feature of prime importance) but it also involves fairness to the GMC (described in this context as the prosecution in Hayward at [22(5)]). In that regard, it is important that the analogy between criminal prosecution and regulatory proceedings is not taken too far. Steps can be taken to enforce attendance by a defendant; he can be arrested and brought to court. No such remedy is available to a regulator.

19. There are other differences too. First, the GMC represent the public interest in relation to standards of healthcare. It would run entirely counter to the protection, promotion and maintenance of the health and safety of the public if a practitioner could effectively frustrate the process and challenge a refusal to adjourn when that practitioner had deliberately failed to engage in the process. The consequential cost and delay to other cases is real. Where there is good reason not to proceed, the case should be adjourned; where there is not, however, it is only right that it should proceed.

20. Second, there is a burden on medical practitioners, as there is with all professionals subject to a regulatory regime, to engage with the regulator, both in relation to the investigation and ultimate resolution of allegations made against them. That is part of the responsibility to which they sign up when being admitted to the profession.

21. ...[relates to failure to update contact details with the GMC – not applicable here]

22. ...[relates to service of notice of the hearing – not applicable here]

23. Thus, the first question which must be addressed in any case such as these is whether all reasonable efforts have been taken to serve the practitioner with notice. That must be considered against the background of the requirement on the part of the practitioner to provide an address for the purposes of registration along with the methods used by the practitioner to communicate with the GMC and the relevant tribunal during the investigative and interlocutory phases of the case. Assuming that the Panel is satisfied about notice, discretion whether or not to proceed must then be exercised having regard to all the circumstances of which the Panel is aware with fairness to the practitioner being a prime consideration but fairness to the GMC and the interests of the public also taken into account; the criteria for criminal cases must be considered in the context of the

> different circumstances and different responsibilities of both the GMC and the practitioner."

7. In summary, the Applicant's position was that notice of the hearing had been served in accordance with the SDPR. The Respondent had been aware of the hearing for over four months. He had deliberately failed to engage in the process leading to the position where he was in default of an Unless Order. Further the Applicant submitted that the Respondent had been invited to provide medical evidence on a number of occasions, including at the two case management hearings. The medical evidence provided dated 24 April 2017 was not provided by a consultant and did not address the matters that the Tribunal had specified needed to be addressed in any medical opinion.

8. The Respondent's name remained on the Roll of Solicitors. Whilst he did not currently hold a Practising Certificate there was nothing to prevent him applying for one. It was important that these allegations were determined. The Respondent had agreed to the regulatory regime when he signed up to be a member of the profession. He had deliberately failed to take part in the proceedings. In all the circumstances, the Applicant contended that the hearing should proceed in the Respondent's absence.

The Respondent's Position

9. The Respondent had emailed the Tribunal on 24 April 2017 and in that email he had stated "I believe that there is a hearing in this matter on 25 April 2017. I regret I will not be there." The Respondent was clearly aware that the Tribunal might decide to proceed in absence from the contents of his email. He stated that:

> "In an ideal world I believe that these proceedings should be withdrawn. It is unfair, and discriminatory, to proceed against a chap who cannot defend himself as I would wish to do so. This is especially so when I am not working in the profession any more anyway (I do not even have a practising certificate). Or at least delay them until such time (if ever) that I am better positioned to deal with them."

The Tribunal's Decision

10. The Tribunal was satisfied that the Respondent had been served with the proceedings and notified of the hearing. In his email dated 24 April 2017 the Respondent had referred to there being a hearing on 25 April 2017. He had stated that he would not be in attendance at the hearing.

11. The Respondent had not engaged with the proceedings since his application for an adjournment in October 2016. The Respondent had failed to comply with the Tribunal's Orders, including an Unless Order. The Respondent had not formally asked for an adjournment but had suggested that the proceedings should be withdrawn as he was not able to defend himself as he would wish to do so.

12. The Respondent had provided some medical evidence at a late stage but this did not meet the requirements of the Tribunal's Order (made on two occasions) that if the Respondent wished to make an application based on his medical condition then he

must file and serve a report of an appropriately qualified medical consultant setting out a diagnosis and prognosis and indicating whether he was able to participate in the proceedings, whether he was able to comply with the directions made and whether he was able to attend hearings and, if not, when he was likely to be able to do so. The letter that he had produced stated that Dr Proctor had seen the Respondent's letter and could "add my professional opinion to his subjective view that his diagnosed condition and particular current circumstances have made it impossible for him to deal with these proceedings".

13. The Tribunal carefully considered all of the information before it and the guidance in Adeogba. It concluded that there was no evidence that the Respondent would engage with the proceedings or attend a hearing on another date if the hearing did not proceed. The Tribunal was satisfied that the Respondent had voluntarily absented himself and that it was appropriate to proceed in his absence.

Factual Background

14. The Respondent was born on 19 May 1961 and admitted to the Roll of Solicitors on 1 October 1986. The Respondent had been a principal of a number of law practices. At all material times until 1 September 2007, he was a partner in a firm known as Wilsons. From 1 September 2007 until 27 April 2012, he was a Principal in a limited liability partnership Wilsons Solicitors (2007) LLP ("the Firm"). From 27 April 2012, he was a director of a limited liability company, Law Offices. He ceased to be a director of Law Offices on 14 November 2013.

15. At the time of the hearing the Respondent did not hold a current practising certificate. His name remained on the Roll of Solicitors. At all material times the Respondent was subject to the regulation of the Applicant.

16. On 29 October 2012 a Forensic Investigation Officer commenced an inspection of the books of account and other documents of Law Offices. That inspection culminated in a Forensic Investigation Report dated 18 September 2013.

Witnesses

17. The Tribunal did not hear any oral evidence. The written evidence is quoted or summarised in the Findings of Fact and Law below. The evidence referred to will be that which was relevant to the findings of the Tribunal, and to facts or issues in dispute between the parties. For the avoidance of doubt, the Tribunal read all of the documents in the case. The absence of any reference to particular evidence should not be taken as an indication that the Tribunal did not read or consider that evidence.

18. Mr Dunn drew the Tribunal's attention to the fact that on 15 August 2016 the Respondent had been served with a Notice to Admit the documents exhibited to the Rule 5 Statement in accordance with Rule 13(6) of the SDPR. Therefore, in accordance with Rule 13(8), the Respondent was deemed to have admitted these documents unless otherwise ordered by the Tribunal. There was no application to the Tribunal by the Respondent for an order otherwise. In the circumstances, the Applicant proceeded to seek to prove its case on the documents.

19. Mr Dunn's position was that the Respondent had not served any evidence in accordance with the Unless Order, or in accordance with Rule 14(6) of the SDPR and therefore was not entitled to call any witnesses. He invited the Tribunal to conclude that there was no evidence that justified the Respondent's failure to give evidence and that the Respondent himself had intentionally chosen not to provide that evidence. Flowing from that he submitted that, if the Tribunal were in any way uncertain as to the allegations, then Practice Direction 5 should be applied and the Tribunal should take account of the Respondent's failure to attend the Tribunal and give evidence when reaching its decisions.

20. The Tribunal decided that in the Respondent's absence it would admit his email dated 24 April and the letter from Dr Proctor. Neither of these documents were relevant to the Tribunal's findings of fact.

21. The burden of proof was on the Applicant to prove its case. In the circumstances of this case the Tribunal considered its Practice Direction 5 but did not draw any adverse inferences from the Respondent's failure to attend and give evidence.

22. The Respondent had expressed concern about his confidentiality being respected with regard to certain information. The Tribunal was mindful of this request during the hearing and the Respondent's medical condition was not referred to by name during the hearing and is not referred to in this Judgment.

Findings of Fact and Law

23. 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.

24. **Allegation 1.1 - Between 6 April 2008 and April 2010, when paying debts owed by LawYours, the Respondent preferred the creditor NatWest, to whom he had given a personal guarantee, over HMRC, to whom he had not given any personal guarantee. In so doing he failed to act with integrity, in breach of Rule 1.02 of the SCC.**

The Applicant's Case

24.1 LawYours was incorporated on 25 June 2007 and commenced trading on or around 1 September 2007. The Firm, was also incorporated and commenced trading on the same date. LawYours was a company set up to provide services to the Firm. The services provided were services which might in other circumstances have been undertaken by the Firm itself, and which included the hiring of staff, payment of wages, the provision of necessary office equipment, and the purchase of consumable stocks such as paper and other office materials. Although there were other partners/members, both the Firm and LawYours were for all intents and purposes wholly owned and controlled by the Respondent.

24.2 On 23 June 2010, LawYours was ordered to be wound up by Mr Registrar Nicholls sitting in the Companies Court of the Chancery Division of the High Court of Justice, upon the petition of the Commissioners for HMRC.

24.3 Throughout the history of the Firm and LawYours, they enjoyed the benefit of group overdraft and loan facilities from NatWest. This was secured by cross guarantees from LawYours and the Firm, by debentures from LawYours and the Firm, and by a personal guarantee from the Respondent for up to £350,000 for the liabilities of the Firm. Thus, as a result of the cross guarantees, the Respondent's personal guarantee indirectly also secured the borrowing of LawYours. The facilities initially took the form of an overdraft facility with a limit of £500,000 gross across the accounts of LawYours and the Firm and £300,000 net for working capital plus a loan of £133,000. The gross limit allowed debit balances up to £500,000 provided there were credit balances in other accounts to provide a net balance within these limits – effectively an offset type arrangement.

24.4 On 8 October 2008, the Respondent met with Mr MN of NatWest to discuss LawYours ongoing trading and borrowing requirements. At the meeting on 8 October 2008 Mr MN advised the Respondent that it was apparent to NatWest that LawYours and the Firm were unable to meet their financial obligations as they fell due without a significant increase in borrowing facilities, but that NatWest would not provide the necessary increase in borrowing facilities. Further it was NatWest's intention to withdraw the current borrowing facilities. Mr MN advised the Respondent to seek professional insolvency advice, and to that end Mr MN suggested the Respondent meet with Mr MS, of Begbies Traynor.

24.5 Following the meeting on 8 October 2008 Mr MS met with the Respondent to determine the viability of the Firm and LawYours. The Respondent signed a letter of engagement with Begbies Traynor on 13 October 2008, and on 15 October 2008 Mr MS reported to NatWest noting that there was a poor internal financial accounting system, VAT arrears of £143,000, and a high level of creditor pressure. In particular, the Respondent had failed to ensure any proper kind of accounting between the two firms for their trading relationship and, as a result, sales were recorded in the Firm which attracted a significant VAT liability whilst costs were accruing in LawYours. At that stage, no invoices had been raised between the two entities to reflect the services provided by LawYours to the Firm.

24.6 Mr MS' report to NatWest concluded that the business was worthy of further support to avoid a possible intervention by the Solicitors Regulation Authority ("SRA"), but on the basis that Company Voluntary Arrangements ("CVAs") should be implemented and an equity injection of £100,000 should take place from another principal in the Firm. NatWest therefore allowed an extension to a short term excess facility which then, between December 2008 and March 2010, was steadily reduced and then withdrawn entirely. The loan of £133,000 was repaid by April 2010. The Respondent had given NatWest a personal guarantee for up to £350,000 which indirectly covered the liability of LawYours to NatWest. By April 2010, the entirety of the liabilities of both the Firm and LawYours to NatWest had been repaid, thereby eliminating any liability of the Respondent for LawYours' debts.

24.7 Separately, as regards the recommended CVAs, in November 2008 another firm of solicitors were instructed to assist with preparing two CVA proposals. However, despite meeting with Begbies Traynor, the Respondent did not agree either of the CVA proposals and continued to trade with LawYours and the Firm.

24.8 In the meantime, there was a history of continuing liabilities of LawYours to HMRC. At the date of the winding up order in relation to Pay As You Earn tax ("PAYE") and National Insurance ("NI") Contributions, ignoring any interest and penalties, the amount owed was £159,591.00. This had been accumulated as set out in the table below:

Years	PAYE/ NIC	Running Total
08/09	£95,562	£95,562
09/10	£47,009	£142,571
10/11	£17,010	£159,581

24.9 In October 2008 the outstanding VAT liability to HMRC was owed by the Firm and not by LawYours. This was due to the failure of the Respondent to account properly for the trading relationship between LawYours and the Firm. Between November 2008 and February 2009 the Respondent raised a number of significant invoices in LawYours which effectively cancelled out the Firm's liability to HMRC by moving that to LawYours.

24.10 At the date of the winding up order LawYours owed £428,601 to HMRC in relation to VAT, ignoring any interest and penalties. This had been accumulated as set out in the table below:

Date	VAT	Running Total
08/08	£0.00	£0.00
11/08	£225,787	£225,787
02/09	£21,622	£247,409
05/09	£30,359	£277,768
08/09	£0.00	£277,768
11/09	£0.00	£277,768
02/10	£62,180	£339,948
05/10	£71,545	£411,493
08/10	£17,108	£428,601

24.11 On 6 April 2009 the Respondent wrote to HMRC setting out proposals for repayment of LawYours' liability to HMRC. However, by letter dated 25 August 2009 HMRC notified the Respondent that LawYours' proposals to repay its liability to HMRC had been rejected and that all outstanding liabilities to HMRC should be settled in full. Subsequently by letters dated 16 and 21 September 2009 HMRC made immediate demand of LawYours to pay the outstanding liability of £279,718.21. Despite these demands, and knowing that LawYours was unable to pay its liabilities owed to HMRC, the Respondent allowed LawYours to continue to trade, accruing further VAT, PAYE and NI liabilities, whilst paying back NatWest and other creditors.

24.12 As stated above, by letter dated 25 August 2009, HMRC demanded the settlement of all LawYours' liabilities. Within LawYours' year-end accounts dated 31 August 2009 there appeared an expenses entry on the profit and loss account of £440,000 which was identified as "Compensation". This £440,000 was part of a "Compensation Payment" in favour of the Firm by LawYours. The Respondent decided that the Compensation Payment, totalling £700,000, was due because he considered that LawYours had not acted quickly enough in reducing expenses, mainly staff, and had effectively overcharged the Firm.

24.13 The Respondent calculated the figure of £700,000 himself and decided, on the advice of LawYours' accountants, that the payment should be accrued over two years, with a payment of £440,000 in the year to 31 August 2009 and the remaining £260,000 paid in the year to 31 August 2010. By an email dated 30 November 2010 CB, of LawYours' accountants, stated that the £440,000 was "an amount credited to Wilsons LLP in respect of poor management of their financial affairs by [LawYours] and their failure to reduce staff costs sufficiently promptly."

24.14 On the accounting ledger between LawYours and the Firm, two transactions appear on 31 August 2009 entitled "Payment Received – Thank You" each for £700,000. The balance immediately prior to these two transactions was £1,373,354 owed by the Firm to LawYours. Immediately following the two transactions the balance owed by LawYours to the Firm was £26,645. LawYours bank statements showed that no transactions for £700,000 took place on 31 August 2009, although there was a credit of £700,000 from the Firm to LawYours on 2 October 2009. This payment of £700,000 related to the remainder of the liability of the Firm to LawYours.

24.15 In other words the "Compensation Payment" was not a payment at all. It was simply a write down in LawYours' accounts of the liability of the Firm to LawYours. The effect of the £700,000 "Compensation Payment", together with the payment of £700,000 from the Firm was that the debt due from the Firm to LawYours of £1,373,354 was extinguished and LawYours owed the Firm £26,645 instead. This was at a time when HMRC had recently demanded full payment of all outstanding liabilities from LawYours. LawYours was wound up on 23 June 2010 on the petition of HMRC dated 12 March 2010, relying on the debt figures set out above. The only other creditor was the Respondent, who claimed the sum of £6,260.61 when completing his questionnaire for the Insolvency Service.

24.16 In summary, this allegation and allegation 1.2 related to the Respondent's payment of debts due from the Firm and LawYours (a related service company) by way of a preference given to NatWest, to whom he had given personal guarantees. Other creditors who did not have personal guarantees, in particular HMRC, lost out substantially as a result of this preference. The Respondent effectively avoided personal liability under the personal guarantees which he would have had if he had not given the preference. As a result it was alleged that, in acting as he did, the Respondent failed to act with integrity and behaved in a way that was likely to diminish the trust the public placed in him or the legal profession.

24.17 In respect of the test for lack of integrity, the Applicant relied on the line of authorities including, most recently, the decision of the Administrative Court in Wingate and Evans which confirmed that the test for a lack of integrity was objective only. At paragraph 37 of that Judgment Holman J stated:

> "that dishonesty and lack of integrity are not the same. While all dishonesty involves a lack of integrity, not all lack of integrity involves dishonesty. The law requires a subjective element to any finding or conclusion of dishonesty, but the question whether a person lacked integrity is objective"

24.18 The Applicant alleged that, giving a very substantial preference to NatWest over HMRC where the Respondent had personal liability to the former, and no personal liability to the latter, involved a lack of integrity.

24.19 The Tribunal invited Mr Dunn to address it on test for lack of integrity in light of the Judgment in Malins in which Mostyn J did not draw a distinction between integrity and dishonesty. He stated that honesty and integrity were synonyms and that dishonesty and integrity were antonyms. Mostyn J disagreed with Holman J's conclusion in Wingate and Evans that all dishonesty involved a lack of integrity but that not all lack of integrity involved dishonesty. Mostyn J concluded that want of integrity and dishonesty were not only the same thing but must be proved to the same standard.

24.20 Mr Dunn submitted that the Applicant relied on the line of prior authorities from Bolton v Law Society [1994] 1 WLR 512, to SRA v Chan and others [2015] EWHC 2659 (Admin), then Scott v Solicitors Regulation Authority [2016] EWHC 1256 (Admin) and most recently Wingate and Evans.

24.21 In Bolton Sir Thomas Bingham MR at 518 B – E drew a distinction between being found guilty of acting with dishonesty, on the one hand, and, on the other, of acting without "integrity, probity and trustworthiness". In Chan the Divisional Court declined to define integrity, concluding that a lack of integrity could be identified by reference to the facts of a particular case.

24.22 In Scott Sharp LJ cited the decision of the Financial Services and Markets Tribunal, Hoodless v FSA [2003] UKFTT FSM007 where it was stated:

> "In our view 'integrity' connotes moral soundness, rectitude and steady adherence to an ethical code. A person lacks integrity if unable to appreciate the distinction between what is honest or dishonest by ordinary standards. (This presupposes, of course, circumstances where ordinary standards are clear. Where there are genuinely grey areas, a finding of lack of integrity would not be appropriate.)"

24.23 The SRA was currently considering whether to appeal the decision in Malins. Mr Dunn submitted that the decision in Malins was one decision whereas the other decisions were a line of authorities including decisions from the Master of the Rolls and Lord Justices.

The Respondent's Position

24.24 The Respondent had not provided an Answer. In the absence of any evidence from the Respondent the allegation was treated as denied.

The Tribunal's Findings

24.25 The Tribunal found that between 6 April 2008 and April 2010 when paying debts owed by LawYours the Respondent preferred the creditor, NatWest, to whom he had given a personal guarantee, over HMRC, to whom he had not given any personal guarantee.

24.26 The sum owed to NatWest decreased during this period and regular payments were made. Overall the sum owed to HMRC increased during this period. Additionally, in the Respondent's letter to HMRC dated 6 April 2009 he stated that "we have now arrived in the strange position of having the government in role of financing us rather than the bank."

24.27 It was factually correct that the Respondent had given a personal guarantee to NatWest whereas the liability to HMRC was the liability of the Firm and/or LawYours. NatWest had significantly reduced and then withdrawn the overdraft facility available to the Respondent's businesses. If he did not pay NatWest then he would have had to cease trading.

24.28 The Tribunal applied the test in Chan, namely that a lack of integrity could be identified by reference to the facts of a particular case. On the facts of this case the Tribunal could not be sure that the payments to NatWest over HMRC demonstrated a lack of integrity on behalf of the Respondent. He could have been firefighting and trying to keep his businesses afloat. Given there was no finding of lack of integrity the Tribunal did not need to consider the differences between the decisions in Malins and Wingate and Evans as to whether lack of integrity and dishonesty were one in the same.

24.29 Allegation 1.1 was not proved beyond reasonable doubt.

25. **Allegation 1.2 - Between 6 April 2008 and April 2010, when paying debts owed by LawYours, the Respondent preferred the creditor NatWest, to whom he had given a personal guarantee, over HMRC, to whom he had not given any personal guarantee. In so doing he behaved in a way that was likely to diminish the trust the public places in him or the legal profession, in breach of Rule 1.06 of the SCC.**

The Applicant's Case

25.1 The basis for allegation 1.2 was as set out above in respect of allegation 1.1.

The Respondent's Position

25.2 The Respondent had not provided an Answer. In the absence of any evidence from the Respondent the allegation was treated as denied.

The Tribunal's Findings

25.3 The Tribunal had found the factual basis of the allegation proved when considering allegation 1.1. The Respondent had preferred NatWest to HMRC. Whilst the Tribunal had found that in acting in this way the Respondent had not lacked integrity this did not mean that in behaving as he did the Respondent could not have behaved in a way that was likely to diminish the trust that the public placed in him or the legal profession in breach of Rule 1.06 of the SCC.

25.4 The Respondent's motive for the behaviour was irrelevant when considering allegation 1.2. The question that the Tribunal had to answer was whether or not by doing this the Respondent had behaved in a way that was likely to diminish the trust the public placed in him or the legal profession.

25.5 When considering the Official Receiver's application under the Company Directors Disqualification Act 1986, HHJ Kaye had found that the Respondent had shown marked incompetence, he had failed to accept responsibility and had made arbitrary and unexplained transactions concerning the so-called compensation payment. The Respondent had sought professional advice but ignored the advice he received. He had written to HMRC stating that HMRC was in effect acting as the Firm's bank. Ultimately, by preferring NatWest to HMRC the public purse had lost a significant amount of money. The Tribunal was sure that by behaving in this way the Respondent had behaved in a way that was likely to diminish the trust the public placed in him or the legal profession in breach of Rule 1.06 of the SCC. Allegation 1.2 was proved beyond reasonable doubt.

26. **Allegation 1.3 - On 24 October 2013 the Respondent was disqualified in Companies Director Disqualification Proceedings for seven years by the High Court. This was a failure to behave in a way that maintains the trust the public places in him and/or the provision of legal services in breach of Principle 6 of the Principles.**

The Applicant's Case

26.1 On 14 October 2011, the Official Receiver commenced proceedings under section 6 of the Company Directors Disqualification Act 1986 (as amended) against the Respondent in respect of his actions in LawYours. Following hearings that took place from 9 to 13 September 2013, HHJ Roger Kaye, sitting as a Judge of the High Court, delivered a Judgment on 24 October 2013. The Applicant relied upon the contents of that Judgment in full.

26.2 The allegations in those proceedings were that (1) between October 2008 and 23 June 2010, the Respondent caused LawYours to trade at the risk and to the detriment of HMRC by which time £605,517 was owing in respect of unpaid VAT and PAYE Income Tax and National Insurance Contributions; and (2) on 31 August 2009, following the demand for immediate repayment by HMRC on 25 August 2009 and when financial constraints had been placed on the business by its banks, the Respondent caused LawYours to credit £700,000 to the account of the Firm, writing down the balance owed by the Firm to LawYours and resulting in £26,645 being owed by LawYours to the Firm. This transaction was to the detriment

of LawYours' creditors, in particular HMRC who were LawYours' majority creditor and were owed at least £405,650 as at 31 August 2009 and by the date of liquidation were owed £605,517.

26.3 In his Judgment, having heard evidence from numerous witnesses, including the Respondent, HHJ Roger Kaye found that both allegations were made out and disqualified the Respondent for seven years. He further found that:

> "56. HMRC were not to blame for the failure to enter into any deal with Mr Wilson. Mr Wilson was, indeed, fortunate that HMRC did not take action sooner, but the reluctance of HMRC to accept his proposals was entirely understandable, they wanted precise dates and amounts over a defined period in accordance with a well-documented plan: Mr Wilson's proposals (especially that in his letter of 6 April 2009) were vague, woolly, and he would not commit to a definite payment plan but relied on them accepting vague assurances and vague statements of intention. Mr Wilson was warned and warned repeatedly of the risk he was running: liquidation if the arrears were not paid. How Mr Wilson ever thought he would be able to secure an agreement on his proposals frankly, particularly emanating as it did from a solicitor who took no steps to obtain counsel's advice or confirmation, simply escapes me.
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> ...
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> 59. Indeed, however well-meaning Mr Wilson's own intentions may have been, Mr Wilson's own evidence was that he caused LawYours to withhold payment from HMRC, whilst continuing to meet liabilities to trade creditors, and whilst repayment was steadily being made of the overdraft with the bank. On his own evidence, Mr Wilson prepared cash flow forecasts submitted to the bank that excluded payments to HMRC as he himself acknowledged in re-examination. At the same time he maintained payments to the trade creditors of LawYours. In cross-examination, Mr Wilson admitted that the repayment of the bank was in his interest given his personal guarantee. He acknowledged to HMRC in correspondence that he was grateful for their forbearance, so much so that they had effectively become his bankers in place of NatWest. Further, Mr Wilson repeatedly maintained that he was prepared to pay HMRC and to use his own funds, if necessary, to repay the indebtedness to HMRC, however throughout the period November 2008 until June 2010 no such injection of capital was made into LawYours by either Mr Wilson, or indeed Wilsons, to enable payments to be made to HMRC. It even became apparent that he had no funds of his own to repay HMRC but wanted to arrange a further loan or facility from the bank to do so which, understandably, it was reluctant to do.
>
> 60. The reality was that from at least October 2008 Mr Wilson knew that LawYours was insolvent and knew that LawYours had substantial arrears to HMRC. Thereafter it was Mr Wilson who decided who would be paid, what and when. I accept that he did pay some HMRC

liabilities from time to time, but the arrears substantially accumulated. He made a concrete decision to defer payment to HMRC until some unspecified date in the future: they were, after all, at least initially prepared to wait and even after threatening action still gave forbearance of which Mr Wilson took full advantage.

...

62. Accordingly, in my judgment the first allegation is made out as alleged, substantively and factually. Mr Wilson pursued (and indeed was solely responsible for) a policy of unfair discrimination against the Crown as regards the liabilities due to HMRC as explained by Neuberger J in Re Verby Print for Advertising Ltd (above).

63. As to the second allegation, this too is substantively and factually made out. Consistent with the way in which Mr Wilson managed things it was he who decided to issue a credit to Wilsons of £700,000 in or about August 2009 when he knew LawYours was insolvent, he knew he had substantial arrears due to HMRC, and he knew by then that the overdraft facility at the bank was steadily reducing. Moreover, as I find, the decision was taken after Mr Wilson had received a response from HMRC to his proposal in April in the rejection of his proposal and what amounted to a clear demand for payment in the letter of 25 August 2009 (above). Despite repeated opportunities, even at trial Mr Wilson had no explanation as to how the £700,000 was calculated. As previously noted, the entire transactions (or transaction) are shrouded in obscurity. In my judgment this is a fair reflection of Mr Wilson's own lack of business, financial and managerial competence. Indeed the whole justification for the payment was his failure to manage LawYours and its relationship with Wilsons in any proper or competent fashion.

64. In my judgment Mr Wilson's conduct in relation to the two allegations of unfitness show incompetence in a marked degree and fall far short of the standards to be expected and encouraged. I do not say he was dishonest or lacked probity. What he lacked was, as previously described, an ability to appreciate his own actions might be wrong, or to take responsibility for his own decisions, instead seeking, unjustifiably, to cast blame on almost everyone with whom he came into contact."

26.4 Allegation 1.3 related to contemporaneous actions whereby the Respondent effectively traded at risk to HMRC and moved debts from one company to another company to the detriment of creditors, in particular HMRC. These actions led to the Company Director Disqualification Proceedings which resulted in the Respondent being disqualified from acting as a company director for seven years. It was alleged that, in being so disqualified, the Respondent behaved in a way that was likely to diminish the trust the public places in him or the legal profession.

26.5 It should be noted that a specific finding was made in the Judgment of HHJ Roger Kaye that arose from these director disqualification proceedings that "In my judgment Mr Wilson's conduct in relation to the two allegations of unfitness show incompetence in a marked degree and fall far short of the standards to be expected and encouraged. I do not say he was dishonest or lacked probity. What he lacked was, as previously described, an ability to appreciate his own actions might be wrong, or to take responsibility for his own decisions, instead seeking, unjustifiably, to cast blame on almost everyone with whom he came into contact." As a result of this finding, the allegation was framed as a breach of Principle 6 and no wider.

The Respondent's Position

26.6 The Respondent had not provided an Answer. In the absence of any evidence from the Respondent the allegation was treated as denied.

The Tribunal's Findings

26.7 The Respondent had been disqualified in Companies Director Disqualification Proceedings for a period of seven years. The Judgment in those proceedings was dated 24 October 2013. The Tribunal had seen and read that Judgment. However, the relevance of those proceedings was that HHJ Kaye had determined that the Respondent was disqualified for a period of seven years. The Tribunal had to consider whether or not the act of the Respondent being disqualified for seven years in those proceedings meant that he had failed to behave in a way that maintained the trust that the public placed in him and/or the provision of legal services in breach of Principle 6 of the Principles.

26.8 The public would not expect a solicitor to be disqualified as acting as director for seven years. If the public knew that a solicitor had been disqualified, irrespective of the period of time for which he was disqualified, it would inevitably harm the trust that the public placed in that solicitor. If a solicitor was not able to run his business in a way that prevented him being disqualified it would inevitably raise concerns for a member of the public as to whether the solicitor could provide appropriate legal services. How could that solicitor be trusted to advise them if he could not run his own business? In turn this would inevitably reduce the trust that the public placed in the provision of legal services.

26.9 Allegation 1.3 was proved beyond reasonable doubt.

27. **Allegation 1.4 - On or around 27 February 2009 the Respondent breached Rule 22(1) of the SAR 1998 in the way he dealt with payment of an award of £800 compensation made by the Legal Complaints Service to his client Mr and Mrs W. He paid this compensation from office account, and then withdrew the same sum from client account and transferred it to office account, thereby resulting in this compensation payment being made from client monies.**

The Applicant's Case

27.1 The Respondent acted for Mr and Mrs W in successful litigation against their former solicitors. In doing so, Wilsons and/or the Firm entered into a conditional fee agreement with Mr and Mrs W.

27.2 There was a substantial history of disputes between Wilsons and/or the Firm and Mr and Mrs W. However, the material issues were that on 31 December 2007, the Respondent explained to Mr and Mrs W that, once monies were received from the other party in the litigation, there would be a credit balance for Mr and Mrs W in the sum of £4,336.27. Then on 7 January 2008, a disbursement was charged to the office account ledger of £69.90 which was described as "Miscellaneous". On 23 January 2008, a further disbursement, in the sum of £40 was charged to the office account ledger. This was described as "Court Fee". On 29 January 2009, a disbursement was charged to the office account ledger, being a payment made to Mr and Mrs W of £800. This was in respect of compensation which Wilsons and/or the Firm had been ordered to pay to Mr and Mrs W by the Legal Complaints Service. Finally, on 28 February 2009, a bill was posted to the office account ledger for £3,426.37.

27.3 These costs added up to £4,336.27 being the credit balance detailed in the letter to Mr and Mrs W. The credit balance was transferred from the client account ledger to the office account ledger on 27 February 2009 in order to cover these costs, leaving a zero balance. This meant that the Respondent used Mr and Mrs W's client money to pay them their Legal Complaints Service award of £800.

27.4 Allegation 1.4 related to the Respondent's use of monies from client account indirectly to fund an award against the Firm by the Legal Complaints Service in favour of a former client. The SRA were unable to prove that this was intentional and had therefore not made any further allegations in this regard.

The Respondent's Position

27.5 The Respondent had not provided an Answer. In the absence of any evidence from the Respondent the allegation was treated as denied.

The Tribunal's Findings

27.6 The client ledger for Mr and Mrs W showed that the Respondent had made a payment from office account to Mr and Mrs W, on 29 January 2009 in the sum of £800. The Respondent then transferred money from the monies Mr and Mrs W had on client account to office account. The sum he transferred included £800 in respect of the compensation. This meant that, in effect, Mr and Mrs W had paid themselves the compensation that the Legal Complaints Service had stipulated that the Respondent should pay them.

27.7 Rule 22(1) of the SAR 1998 set out the circumstances in which money could be withdrawn from client account. The payment made by the Respondent did not fall within Rule 22(1). By making the payment in this way the Respondent had breached the SAR and allegation 1.4 was proved beyond reasonable doubt.

28. **Allegation 1.5 - Between 15 August 2012 to 29 July 2013, the Respondent allowed non client monies to be paid into and held in the client account of Law Offices without justification, contrary to Rule 14.2 of the SAR 2011 when he organised Charity Dinners on behalf of Law Offices.**

The Applicant's Case

28.1 Allegation 1.5 related to the use of the client account for non-client related transactions, namely monies received by the Firm for charity dinners which were then paid to the venue supplying those charity dinners.

28.2 There was a client ledger account in the name of the Respondent with a matter description of "Charity Dinners". No file had been provided by the Respondent in relation to this matter. It appeared from the ledger that proceeds of dinners were being received and paid into client account, and then disbursed in costs to pay the venue. This happened from 15 August 2012 to 1 May 2013. Thereafter two payments were made, namely £1,283.50 on 22 May 2013 to "Bradford Lord Mayor's Appeal"; and £931.00 on 29 July 2013 to "LSP re 121004 dinner".

28.3 Mr P, the COLP and COFA for Law Offices at the time of the investigation, explained that there were no papers in relation to the matter but that Law Offices used to run charity dinners, albeit they stopped doing so. Given that the client ledger account was in the name of the Respondent, it was clear that these client account transactions did not relate to client monies.

The Respondent's Position

28.4 The Respondent had not provided an Answer. In the absence of any evidence from the Respondent the allegation was treated as denied.

The Tribunal's Findings

28.5 The Tribunal had before it a ledger in the Respondent's name that was described as "Charity Dinners". Monies were received and paid into client account in respect of charity dinners. Rule 14.2 of the SAR 2011 provide that only client money may be paid into or held on a client account save in a number of specified circumstances, none of which applied to these payments. The Respondent had failed to comply with Rule 14.2 and allegation 1.5 was proved beyond reasonable doubt.

Previous Disciplinary Matters

29. There was one previous matter (Tribunal Case Number 9989-2008). The Tribunal's Judgment was dated 29 June 2010 and set out the following allegations which had been found proved, namely that the Respondent:

- Failed to provide adequate confirmation to clients contrary to Practice Rule 15, Solicitors' Practice Rules 1990 and Solicitors' Costs Information and Client Care Code 1999.

- Failed to act in the clients' best interests.

- Failed to keep clients properly informed of cost liabilities.
- Raised bills of costs in a matter to decrease funds available to legitimate creditors.
- Improperly provided a business card to a client, Mr F, describing him as a consultant of the firm contrary to the Solicitors' Publicity Code 2001.

30. On that occasion the Respondent had been fined £25,000.00 and ordered to pay costs subject to detailed assessment unless agreed. The costs order was not to be enforced through the Courts without leave of the Tribunal.

Mitigation

31. The Respondent had not engaged with the proceedings in any meaningful way. On 24 April 2017 he had sent the Tribunal an email informing it that he would not be attending the hearing and providing certain information in respect of his health. The Tribunal read this email and the attachment to it. The Tribunal noted the Respondent's comments about his financial position but did not have any evidence in respect of his means.

Sanction

32. The Tribunal referred to its Guidance Note on Sanctions (5th Edition-December 2016) when considering sanction.

33. The Tribunal approached sanction holistically in respect of the four allegations found proved. Where a particular factor was relevant in respect of one or more of the allegations but not all of them this has been specified below.

34. The Respondent's motivation for the misconduct found proved in allegation 1.2 appeared to be to keep the Firm afloat, it was perhaps driven to a degree by the circumstances he found himself in and NatWest's decision to reduce and withdraw the overdraft. However he made regular payments and the Tribunal was satisfied that the Respondent had planned this misconduct. The transfer from client account to office account in allegation 1.4 had been made. It was not known whether this was made deliberately or in error, but in paying the clients from their own monies the Respondent had acted in a breach of a position of trust. Client money was sacrosanct and this payment should not have been made.

35. In respect of all of the allegations the Respondent had direct control of or responsibility for the circumstances giving rise to the misconduct. He was a very experienced solicitor. The Respondent had not deliberately misled the regulator but nor had he engaged with the regulator. The Respondent's culpability was high.

36. There had been a considerable loss to the public purse as the Respondent had not paid tax, National Insurance or VAT that was due. This was a reasonably foreseeable outcome flowing from the Respondent's decision to prefer NatWest over HMRC. Whilst the amount that the Respondent had paid to Mr and Mrs W (from their own monies not his) was not vast the impact of the Respondent's misconduct on Mr and Mrs W was significant. It was more significant than it might otherwise have

been given their experience with their previous solicitor. The fact that the payment had been made from client funds would have harmed the reputation of the legal profession.

37. Overall the harm caused by the misconduct was reasonably foreseeable and was significant. Mr and Mrs W had been negatively impacted by the misconduct and the public purse had suffered which indirectly affected the public generally. The reputation of the profession would have been harmed by the misconduct found proved in respect of allegations 1.2, 1.3 and 1.4. Any harm that was caused by the fact that non-client money was held in client account would have been less significant, as whilst this was a breach of the SAR 2011, no client money had been lost. However, there was potential harm to the reputation of the profession in this regard as the public would be concerned that a solicitor could not distinguish between what should be paid into and out of client and office account.

38. The aggravating factors that the Tribunal identified as relevant were the fact that the misconduct underpinning allegation 1.2 was deliberate, calculated and repeated and took place over a period of time. Despite taking professional advice about the Firm's and LawYours' financial position the Respondent ignored it and seemingly tried to trade his way out of trouble. Ultimately, his decisions resulted in the disqualification proceedings.

39. The Respondent had one previous appearance before the Tribunal. That application had been made on 14 May 2008 and the allegations determined after a hearing lasting seven days which concluded on 25 February 2010. The Tribunal was particularly concerned that the timeframe specified in allegation 1.2 was April 2008 to April 2010 as it appeared that the misconduct occurred more or less contemporaneously with when the Respondent was already facing allegations of professional misconduct. Likewise, the payment to Mr and Mrs W was made on 27 February 2009. This was a significant aggravating feature.

40. Whilst HMRC were informed of the position with NatWest it was not clear that NatWest were informed by the Respondent of the position in respect of HMRC. There was mention of liabilities to HMRC in a letter from to NatWest in October 2008 from an insolvency adviser whose advice the Respondent rejected. The Tribunal did not find that this amount to concealment of wrongdoing.

41. There were no mitigating factors whatsoever. Overall the seriousness of the misconduct was at the higher end of the range of matters that come before the Tribunal. The fact that the Respondent had previous findings as described above but had still acted in the way that he had was of particular concern to the Tribunal.

42. The misconduct was far too serious for No Order or a Reprimand. These sanctions would not provide the necessary protection for the public or the reputation of the profession. For the same reason a fine was not considered sufficient sanction. The Respondent had previously been fined and despite this had continued to act in a way that placed the public at risk and harmed the reputation of the profession. This was unacceptable. The Tribunal was not confident that placing restrictions on the Respondent's ability to practice would provide the necessary level of protection either.

43. Having determined that these sanctions were insufficient in light of the seriousness of the misconduct, the Tribunal then considered whether suspension was sufficient sanction. If the Respondent was suspended this would provide the public and the reputation of the legal profession with protection from future harm by removing the Respondent's ability to practise. Public confidence demanded no lesser sanction. The Respondent's professional performance was such as to call into question his continued ability to practise appropriately. There was no evidence before the Tribunal of any insight on behalf of the Respondent.

44. A fixed term suspension was considered but the Tribunal was of the view that this would not be sufficient to both punish and deter the Respondent, nor that it was proportionate to the seriousness of the misconduct.

45. The Tribunal regarded the matter as very serious. There were previous findings that the Respondent had failed to act in his clients best interests. In all of the circumstances, the Tribunal determined that an indefinite period of suspension was fair and proportionate. The seriousness of the misconduct was so high that strike off was within the range of possible sanctions. However the Tribunal considered that it may be that the Respondent would respond to retraining so that he was no longer a material risk of harm to the public or to the reputation of the legal profession.

46. The Tribunal had very limited medical evidence before it and could not reach any findings as to whether the Respondent's stated medical condition had contributed to his misconduct and nor was it asked to do so. However, this Division considered that any Division of the Tribunal hearing an application to determine the period of indefinite suspension would wish to be reassured as to the Respondent's health and the fact that he had undergone significant re-training.

Costs

The Applicant's Application

47. The Applicant applied for its costs to be summarily assessed in the sum of £28,921.51 as set out in a costs schedule dated 7 April 2017. Mr Dunn acknowledged that the amount claimed would need to be adjusted in respect of attendance at the hearing and travel as the hearing had only lasted one day. He proposed a reduction of five hours for attendance at the hearing and two hours for travel, a total sum of £1680 including VAT.

48. The Applicant specifically drew the Tribunal's attention to the decision of Mr Justice Mitting in the case of Davis and McGlinchey [2011] EWHC 232 (Admin) and in particular his statement that:

> "where a solicitor admits the disciplinary charges brought against him, and who therefore anticipates the imposition of a sanction upon him, it should be incumbent upon him before the hearing to give advance notice to the SRA and to the Tribunal that he will contend either that no order for costs should be made against him, or that it should be limited in amount by reason of his own lack of means. He should also supply to the SRA and to the Tribunal, in

advance of the hearing, the evidence upon which he relies to support that contention.

...

the SRA must be afforded a reasonable opportunity to test the evidence relied upon by the solicitor, and in an appropriate case to call evidence itself on the question of the solicitor's means and of course to make submissions about the matter to the Tribunal.

25. In that way in most, possibly almost all, ordinary cases the question of costs can fairly be addressed."

49. At the Case Management Hearing on 17 November 2016, the Tribunal had made the standard order for provision of a Statement of Means by no later than 28 days before the substantive hearing. This contained the standard warning that, in default, the Tribunal be entitled to determine costs without regard to the Respondent's means. This order was reiterated in similar terms, with a deadline of 6 April 2017, on 9 February 2017. No Statement of Means was served and in the circumstances, Mr Dunn submitted that an order in the terms envisaged by Davis and McGlinchey was not appropriate.

50. Mr Dunn informed the Tribunal that the Respondent was made the subject of a bankruptcy order on 27 March 2013, and that bankruptcy was discharged on 10 March 2016, prior to the issue of these proceedings. Therefore any costs order would not fall into the bankruptcy.

The Respondent's Position

51. The Respondent had not provided a statement of means. In his email dated 24 April 2017 the Respondent had stated that his career ended in bankruptcy and he was living on benefits. He did not provide any supporting documentation.

The Tribunal's Decision

52. The Tribunal considered the schedule of costs, Mr Dunn's submissions and the limited information available from the Respondent.

53. Whilst there was no Forensic Investigation Report in the papers before the Tribunal the Tribunal accepted that there would need to have been some form of Forensic Investigation. The Applicant had only claimed 50% of the SRA Supervision Costs and the Forensic Investigation Costs and the Tribunal considered that reasonable in all of the circumstances.

54. In addition to the reduction that the Applicant had proposed the Tribunal deducted the costs of photocopying and postage that had been claimed as these were overheads of the Applicant. This reduced the amount of costs to just over £28,000 and the Tribunal rounded the amount of costs it assessed as appropriate for the Respondent to pay down to £28,000.

55. The Tribunal considered whether or not the costs awarded should be reduced because allegation 1.1 had not been found proved. The factual background for allegations 1.1 and 1.2 was identical. The only additional time that had been incurred at the hearing was in the Applicant specifically addressing the Tribunal on the legal test for integrity. The Tribunal determined that no reduction in costs was required due to this allegation not being found proved.

56. The Tribunal further considered whether or not that sum should be reduced in light of the Respondent's means. The Respondent had not produced any evidence in respect of his means and had not complied with the Tribunal's orders in this regard. As he had not availed himself of the opportunity to adduce financial evidence and make submissions the Tribunal did not consider it appropriate to reduce the amount of costs it assessed that the Respondent should pay on the basis of the limited information available to it. Enforcement would be a matter for the Applicant who would no doubt take into account the Respondent's available resources.

Statement of Full Order

57. The Tribunal Ordered that the Respondent, JOHN BARRIE WILSON, solicitor, be suspended from practice as a solicitor for an indefinite period to commence on 25 April 2017 and it further Orders that he do pay the costs of and incidental to this application and enquiry fixed in the sum of £28,000.00.

Dated this 4th day of May 2017
On behalf of the Tribunal

A.E. Banks
Chairman