

SOLICITORS DISCIPLINARY TRIBUNAL

IN THE MATTER OF THE SOLICITORS ACT 1974

Case No. 11604-2017

BETWEEN:

SOLICITORS REGULATION AUTHORITY

Applicant

and

STEPHEN MICHAEL TOBIN

Respondent

Before:

Mr A. Ghosh (in the chair)

Mr M. N. Millin

Mr G. Fisher

Date of Hearing: 27 April 2017

Appearances

There were no appearances on behalf of the parties, the matter being dealt with on the papers.

JUDGMENT

Allegations

1. The allegations against the Respondent were that:
 - 1.1 By deliberately backdating an Enduring Power of Attorney in February 2013 to 27 September 2007 in the client matter of Mrs EH, the Respondent acted in breach of all or alternatively any of Principles 1, 2, 4 and 6 of the SRA Principles 2011. It was alleged the Respondent had acted dishonestly.
 - 1.2 By signing the backdated Enduring Power of Attorney for Mrs EH, as referred to in allegation 1.1, the Respondent purported to witness the signatures of the donor (Mrs EH) and the attorneys (JM & MH) when in fact their signatures were not made in his presence, in breach of all or alternatively any of Principles 2, 4 and 6 of the SRA Principles 2011. It was alleged the Respondent had acted dishonestly.
 - 1.3 By doing nothing or taking inadequate steps to assess Mrs EH's mental capacity and verify her instructions prior to creating the Enduring Power of Attorney, the Respondent acted in breach of all or alternatively any of Principles 3, 4, and 5 of the SRA Principles 2011.
 - 1.4 By deliberately backdating an Enduring Power of Attorney in January 2013 to 28 September 2007 in the client matter of Mr MB, the Respondent acted in breach of all or alternatively any of Principles 1, 2, 4 and 6 of the SRA Principles 2011. It was alleged the Respondent had acted dishonestly.
 - 1.5 By signing the backdated Enduring Power of Attorney for Mr MB, as referred to in allegation 1.4, the Respondent purported to witness the signatures of the donor (Mr MB) and the attorneys (RB and BR) when in fact their signatures were not made in his presence, in breach of all or alternatively any of Principles 2, 4 and 6 of the SRA Principles 2011. It was alleged the Respondent had acted dishonestly.
 - 1.6 By taking inadequate steps to assess Mr MB's mental capacity prior to creating the Enduring Power of Attorney, the Respondent acted in breach of all or alternatively any of Principles 4 and 5 of the SRA Principles 2011.
 - 1.7 By deliberately backdating an Enduring Power of Attorney in June 2010 to 28 September 2007 in the client matter of Mr AG, the Respondent acted in breach of all or alternatively any of Rules 1.01, 1.02, 1.04 and 1.06 of the Solicitors' Code of Conduct 2007 ('SCC 2007'). It was alleged the Respondent had acted dishonestly.
 - 1.8 By signing the backdated Enduring Power of Attorney for Mrs AG, as referred to in allegation 1.7, the Respondent purported to witness the signatures of the donor (Mr AG) and the attorney (PG) when in fact their signatures were not made in his presence, in breach of all or alternatively any of Rules 1.02, 1.04 and 1.06 of the SCC 2007. It was alleged the Respondent had acted dishonestly.
 - 1.9 By doing nothing or taking inadequate steps to assess Mr AG's mental capacity prior to creating the Enduring Power of Attorney, the Respondent acted in breach of all or alternatively any of Rules 1.04 and 1.05 of the SCC 2007.

- 1.10 By failing to return client monies in the sum of £15,110 held for Mr TK which had been held from at least April 2009 to May 2015, the Respondent:
- 1.10.1 For the period from April 2009 to 5 October 2011, breached Rule 15.3 of the Solicitors Accounts Rules 1998 (“SAR 1998”); and
- 1.10.2 For the period from 6 October 2014 to May 2015, breached Rule 14.3 of the SRA Accounts Rules 2011 (“SAR AR 2011”).
- 1.11 By withdrawing on or about 20 January 2014 client money in the sum of £2,584.83 held for the client Mr TK to pay an outstanding stamp duty land tax liability for Mr GS, the Respondent:
- 1.11.1 Withdrew client money in circumstances other than those permitted by Rule 20.1 of the SRA AR 2011 in breach of that Rule and failed to use that client’s money for that client’s matter in breach of Rule 1.2(c) of the SRA AR 2011; and/or
- 1.11.2 Failed to act with integrity in breach of Principle 2 of the SRA Principles 2011.

Admissions

2. In a letter dated 6 March 2017 from the Respondent’s legal representative to the Tribunal, it was stated that the Respondent did not wish to oppose the Application, and that no Answer would be filed.
3. The Respondent admitted all of the allegations including all the allegations of dishonesty made against him (in respect of allegations 1.1, 1.2, 1.4, 1.5, 1.7 and 1.8).

Documents

4. The Tribunal reviewed the documents submitted by the parties which included:

Applicant:

- Application dated 1 February 2017 together with attached Rule 5 Statement and all attached exhibits
- Statement of Agreed Facts and Proposed Penalty dated 25 April 2017 together with attached supporting documents
- Statement of Costs dated 1 February 2017

Respondent

- Letter from Respondent’s solicitors, Legal Risk LLP, dated 6 March 2017 to the Tribunal
- Respondent’s Personal Financial Statement

Agreed Outcome Procedure

5. The Application in this matter was certified by the Tribunal as showing a case to answer on 2 February 2017 and directions were issued on 3 February 2017. The matter had not yet been listed for a substantive hearing.
6. On 25 April 2017 the Applicant submitted an application, with supporting documents, on behalf of both parties for the Tribunal to approve an Agreed Outcome to the proceedings. In accordance with paragraph 2.2 of the Tribunal's standard directions, the matter was listed for consideration by a division of the Tribunal, in private, on 27 April 2017.
7. For the reasons set out below, the Tribunal was satisfied that the Agreed Outcome should be approved on the basis of the documents provided without requiring any submissions from the parties.. The Tribunal's decision was announced in open court, and an Order setting out the Tribunal's order was prepared. This Judgment sets out the circumstances of the matter and the Tribunal's reasons for its decision.

Factual Background – Based on the Statement of Agreed Facts and Proposed Penalty dated 25 April 2017 (with minor editorial amendments where appropriate)

8. The Respondent was born in 1948 and was admitted to the Roll of Solicitors on 1 May 1971. His name remained on the Roll and he held a current practising certificate.
9. The Respondent was a Consultant Solicitor at Brabners LLP from 1 April 2009. He left Brabners on 3 October 2014. Since 1 August 2015 he had worked as a Consultant Solicitor for Abensons Law Limited.
10. On 1 October 2014, the Compliance Officer for Legal Practice of Brabners ("the firm") sent a report to the SRA, following concerns raised by the firm's annual file audit in August 2014, which revealed irregularities within the Respondent's files. An investigation by an SRA Investigation Officer commenced on 19 August 2015. This culminated in a Forensic Investigation Report dated 18 December 2015.

Mrs JL - Enduring Power of Attorney (Allegations 1.1 - 1.3)

11. The Respondent was instructed to prepare a power of attorney by Mrs JL on behalf of her mother, Mrs EH in February 2013 following the death of Mrs EH's husband.
12. On the client matter file was a file note created by the Respondent on 7 February 2013 stating that he had advised the daughter of Mrs EH, Mrs JL and her brother that the Enduring Power of Attorney ('EPA') for their mother would need some backdating.
13. The Respondent wrote a letter to Mrs JL on 11 February 2013 enclosing an EPA and stated that EPAs technically could not be completed after 1 October 2007. Further, in this letter, the Respondent requested that the EPA be signed by Mrs EH as the donor and by the two attorneys, Mrs JL (daughter) and Mr MH (son) and that the document be returned to him thereafter undated and unwitnessed and he would sort the rest.

14. The Respondent created an EPA in February 2013 and backdated it to give the impression it was signed on 27 September 2007 when he knew the EPA ceased to be available on 1 October 2007. He further signed the EPA to indicate he witnessed the signatures of the donor, Mrs EH, and both attorneys, Mrs JL and Mr MH when in fact they did not sign in his presence.
15. The Respondent accepted in the interview with the Forensic Investigation Officer on 22 October 2015 that the EPA that he signed as a witness was not signed in his presence and stated that he could see this was something he should not have done.
16. All correspondence and attendance notes on the client matter file were with Mrs EH's daughter, Mrs JL, rather than with Mrs EH for whom the EPA was prepared. There was no evidence on the client matter file of any attendance on Mrs EH and in particular of the Respondent taking any steps formally to assess and record Mrs EH's mental capacity to enter into an EPA. Further, there was no evidence on the client file that any specific instructions were taken from Mrs EH or instructions from Mrs JL were verified with Mrs EH.
17. The Respondent failed to take any steps or adequate steps formally to assess and record Mrs EH's mental capacity or verify the instructions from her family prior to creating the EPA.

Mr MB - Enduring Power of Attorney (Allegations 1.4 - 1.6)

18. The Respondent was instructed to prepare a Lasting Power of Attorney ("LPA") on behalf of Mr MB in September 2010. An LPA was prepared and submitted for registration but due to problems with the application, the registration could not be completed.
19. The client matter file then included a letter to Mr BR dated 3 December 2012 and Mr RB of 19 December 2012 enclosing an EPA for signature. The Respondent asked the parties to sign the document, but not to date their signatures or have them witnessed.
20. The Respondent consequently prepared an EPA for Mr MB when his instructions from Mr RB were to prepare a LPA, which was the correct form of power of attorney available at the time.
21. The Respondent created an EPA in January 2013 and backdated it to give the impression it was signed on 28 September 2007 when he knew the EPA ceased to be available on 1 October 2007. He further signed the EPA to indicate he witnessed the signatures of the donor, Mr MB, and both attorneys, Mr RB and Mr BR, when in fact they did not sign in his presence.
22. The Respondent admitted in the interview with the Forensic Investigation Officer that in relation to the donor's and attorneys' signatures on the EPA they were not signed in his presence.

23. There was no evidence on the client matter file that the Respondent took adequate steps formally to assess and record Mr MB's mental capacity. The Respondent's informal assessment of Mr MB was inadequate and he should have taken steps to formally assess his health prior to completing the EPA.
24. There was a file note in the client file recording that Mr MB's son, Mr RB, advised the firm on 20 June 2013 that Mr MB was developing Alzheimers. This was within 6 months of the completion of the EPA.

Mr AG - Enduring Power of Attorney (Allegations 1.7 - 1.9)

25. The Respondent was instructed to prepare a power of attorney by Mr AG in September 2009.
26. The Respondent wrote to Mr AG on 23 September 2009 enclosing an EPA. He said in that letter that as explained on the telephone these can only be created if dated prior to the end of September 2007. He asked that Mr AG and Mr PG sign the form and that he would witness both of the signatures and date the document when it was returned to him.
27. The Respondent created an EPA in June 2010 and backdated it to give the impression it was signed on 28 September 2007 when he knew the EPA ceased to be available on 1 October 2007. He further signed the EPA to indicate he witnessed the signatures of the donor, Mr AG, and the attorney, Mr PG when in fact they did not sign in his presence.
28. The Respondent stated in the interview with the Forensic Investigation Officer that the EPA done for Mr AG at his previous firm, Bell Lamb & Joynson had been lost in the Respondent's office move to Brabners. The Respondent said that since he had already done an EPA for Mr AG, he would do a backdated one for him, and that although he shouldn't have done it, he did it to keep Mr AG happy.
29. There was no evidence on the client matter file that the Respondent took any steps or adequate steps to formally assess and record Mr AG's mental capacity prior to completing the EPA. Although the Respondent may have had regular contact with Mr AG and was of the opinion that he was in fact fine, he was in hospital and had cancer at the time the EPA was created. The Respondent knew this and should have had his client's mental capacity formally assessed.

Mr TK and Mr GS - Accounts Rules (Allegations 1.10 and 1.11)

30. The Respondent acted for Mr TK in relation to the sale of shares in D Limited. This was while the Respondent was a partner at the firm, Bell, Lamb & Joynson.
31. The Respondent joined Brabners from Bell, Lamb & Joynson as a Consultant in April 2009. The opening balance on the Brabners' client ledger for Mr TK with a matter description of "Sale of shares, D Ltd" shows £15,110 being carried forward from the Bell, Lamb & Joynson's client account for this client on 17 October 2011.

32. A list of "Matter Accounts Balances" from Bell, Lamb & Joynson printed on 3 April 2009 showed details of the client matters and client account balances for the Respondent which had been transferred from Bell, Lamb & Joynson when he joined Brabners in 2009. The report recorded a client account balance of £15,110 against D Limited - lease of [BS], Liverpool and provided a file opening date of 21 March 2005.
33. The Respondent retained the sum of £15,110 held for Mr TK from at least 2009 until 2015. The client ledger was not reviewed during this period which would have alerted him to the need to return the balance.
34. £12,464.30 was paid to Mr TK on 12 May 2015 by Brabners on the firm discovering that these monies were due to him and the remaining £2,584.83 was paid to Mr TK by the firm on 22 September 2015.
35. The firm acted for Mr GS on an unrelated matter in connection with the purchase of a property in Liverpool. The Respondent had conduct of the client matter at both his previous firm, Bell, Lamb & Joynson and at Brabners.
36. The Respondent did not pay stamp duty land tax in the client matter of Mr GS within 30 days of the completion date of 12 March 2008 when it became due. Mr GS received a letter from HM Revenue and Customs on 8 January 2014 demanding immediate payment of the outstanding stamp duty land tax of £2,584.83 (including interest). This letter recorded that the transaction date was 12 March 2008.
37. The delay in paying stamp duty to HM Revenue and Customs resulted in penalty charges and interest accruing.
38. On 20 January 2014, the Respondent improperly withdrew then sum of £2,584.83 held for the client, Mr TK, in order to pay an outstanding stamp duty land tax liability for an unrelated client, Mr GS.
39. The client ledger for Mr TK - Sale of shares, D Ltd showed that £2,584.83 was debited from client account on 20 January 2014 with the description "HMRC, Stamp Duty".
40. The Respondent paid the stamp duty and interest of £2,584.83 on 20 January 2014, almost six years after the date of purchase and after Mr GS had notified the Respondent it was still outstanding.
41. Following the discovery of the shortage, the firm, Brabners, paid £2,584.83 from the office account to the client account of Mr TK on 22 September 2015 as evidenced by the client ledger for Mr TK.
42. In the interview with the Forensic Investigation Officer, the Respondent said that he was told by the cashier that it was likely that Mr TK's money was held on Mr GS's client account. However, there was no documentary evidence of this and no confirmation from the cashier that the Respondent's account was the correct position. The Respondent accepted that he could not say for certain that the monies on Mr TK's account belonged to Mr GS.

Witnesses

43. There were no witnesses as the matter proceeded on the basis of the Agreed Outcome and no parties attended.

Findings of Fact and Law

44. The Tribunal had carefully considered all the documents provided. 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.
45. The Respondent had admitted all the allegations made against him, including the allegations of dishonesty. The Tribunal was satisfied that based on the admissions and the facts presented, the allegations had been proved to the requisite standard.

Previous Disciplinary Matters

46. There were no previous disciplinary matters recorded against the Respondent.

Mitigation

47. No oral mitigation was heard but the representations of the parties were set out in the Statement of Agreed Facts and Proposed Penalty document as follows:
- The Respondent, who was admitted in 1971, had been in practice for some 45 years with a clean disciplinary record and very much regretted the matters which were under review.
 - In both the interview with the Forensic Investigation Officer and in his solicitor's letter to the SRA dated 21 April 2016, the Respondent stated that the reason or main reason for completing the EPAs in the client matters of Mrs EH and Mr MB was that he thought completing an EPA instead of an LPA was more cost effective.
 - The Respondent said in the interview with the Forensic Investigation Officer that it was "expedient" and he did it to "keep the client happy at the time". In his solicitor's letter to the SRA dated 21 April 2016, it was stated that the Respondent backdated the EPA for Mrs EH because he believed that under Brabners' internal procedures a LPA would have been significantly more expensive and he wished to save Mrs EH that cost. However, the Respondent accepted that while he believed at the time that his intentions were to help Mrs EH, his belief was misplaced and that the course of action adopted was inappropriate.
 - In the letter to the SRA dated 21 April 2016, the Respondent's solicitor stated that in relation to Mr MB the signatures of the parties to the EPA were all known to the Respondent since he had previous dealings with them. However, the Respondent accepted that while he believed at the time that his intentions were to

help Mr MB, his belief was misplaced and that the course of action he adopted was inappropriate.

- The letter dated 21 April 2016 stated that no action was taken by the Respondent for personal gain, and he mistakenly believed that he was acting in the best interests of his clients. It stated that the Respondent was working in a very pressured environment and considered that he had little assistance in reconciling and dealing with the balances that had come over from his previous firm, Bell, Lamb & Joynton.

Sanction

48. The Tribunal considered carefully the facts of the case and the submissions of the parties. The Tribunal also referred to its Guidance Note on Sanctions when considering sanction.
49. The Outcome proposed by the parties was that the Respondent should be struck off the Roll of Solicitors. It was submitted this was the appropriate and proportionate sanction required to protect the public and the reputation of the profession. It was submitted, and the Respondent accepted, that trust was a fundamental tenet of the solicitors' profession and it would not be acceptable for a solicitor admitting dishonesty in relation to backdating and improperly witnessing EPAs to be allowed to continue to practise.
50. In considering the matter, the Tribunal took into account the fact that the Respondent had admitted the allegations in full, including the allegations of dishonesty. There was accordingly no need for a trial on the facts and allegations. The Tribunal had to consider whether, in the light of the admitted facts and allegations, the proposed Outcome was just and proportionate. The Tribunal noted that if it was satisfied with the proposed sanction, it could proceed to make an Order in those terms. If it was not so satisfied, it could list the matter for a hearing and invite further submissions from both parties to address any points of concern.
51. The parties submitted the proposed strike off was the appropriate sanction and in the Statement of Agreed Facts and Proposed Penalty dated 25 April 2017, they addressed the factors set out in the Tribunal's Guidance Note on Sanction.
52. On the matter of culpability it was stated:

“In respect of all three client matters the Respondent had the day-to-day conduct of the files and was solely responsible for the preparation and completion of the EPAs.

The Respondent made it clear in correspondence that he would witness the signatures when the EPAs were returned to him. It is apparent from the Respondent's correspondence that his conduct was pre-meditated and was an attempt by him to circumvent the changes to the law which would require the Respondent to complete a Lasting Power of Attorney instead.

Further, the Respondent's explanation for backdating the EPAs of seeking to save his clients cost and expense demonstrates that the Respondent took both a conscious decision and deliberate steps to backdate EPAs which had ceased to be available due to legislative changes and witnessed documents without being present with the signatories.

The Respondent, an experienced solicitor with in excess of 40 years post qualification experience at the relevant time, would have known that he should not backdate a document in an attempt to demonstrate that it was signed prior to that change to the law. He would also have known that he was required to witness the signatures of the donors and attorneys in person and that he should not sign the EPAs purporting to witness their signatures.

The Respondent repeatedly said in the interview with the Forensic Investigation Officer that he should not have backdated and improperly witnessed the EPAs. This is an acceptance of what he did was wrong.

The Respondent's culpability for the misconduct which is the subject of the allegations against him was correspondingly high."

53. In relation to the harm caused, it was stated:

"The Respondent failed to act in the best interests of his clients as the circumstances in which the EPAs were backdated and signed could potentially invalidate the EPAs, and might reasonably have had a significant impact on the donors where they had lost the requisite mental capacity to make new powers of attorney at a later date when the potential invalidity of the EPAs were discovered.

The public would expect solicitors to take appropriate steps to ensure that documents are properly dated and witnessed. A solicitor acting with integrity would not backdate an EPA and sign it without being in the presence of the donor and attorneys. The Respondent's actions were a significant departure from the "complete integrity, probity and trustworthiness" to be expected of a solicitor and the harm caused to the reputation of the profession by those actions was serious. The Respondent's conduct would undermine public confidence in him and in the profession."

54. The Statement of Agreed Facts and Proposed Penalty dated 25 April 2017 also addressed the aggravating factors and mitigating factors in this case as follows:

"The following principal factors aggravate the seriousness of the Respondent's misconduct:

- The SRA alleges, and the Respondent admits, that he was dishonest by the ordinary standards of reasonable and honest people within the meaning set out in Twinsectra Ltd v Yardley [2002] UKHL 12. Reasonable and honest people would not regard it as honest to create an EPA and deliberately backdate it to give the impression it was signed before EPAs ceased to be available on 1 October 2007 and sign to state that he had witnessed the

signatures of the donor and attorneys of the EPAs when in fact he was not present with the signatories at the time that they were signed.

- The Respondent further accepts that not only was the Respondent's conduct dishonest by the ordinary standards of reasonable and honest people, but he must also have been aware that it was dishonest by those standards.
- The Respondent's actions of backdating documents and improperly witnessing signatures were not isolated acts, but constituted a course of conduct over a period of time. The Respondent repeated the conduct, backdating EPAs for three clients, namely Mr AG in June 2010, Mr MB in January 2013 and Mrs EH in February 2013.
- The Respondent had ample opportunity to reflect upon the propriety of his actions. He had an opportunity to inform his firm, Brabners and/or the clients of his conduct in 2010 and 2013, but he failed to report what had occurred, and instead these matters only came to light following the firm's review of the Respondent's files in 2014 when a routine file audit revealed certain irregularities.
- The Respondent knew or ought reasonably to have known that that failure was in material breach of his obligation to protect the public and the reputation of the legal profession.

The following factors mitigate the seriousness of the Respondent's misconduct:

- There were no previous disciplinary findings made against the Respondent.
- The Respondent made admissions to the allegations against him at an early stage and had co-operated with the SRA."

55. The Tribunal noted the Respondent had made admissions of backdating EPAs in relation to three clients in order to obtain a form of a power of attorney which had ceased to be available for applications from 1 October 2007. In addition he had signed to state he had witnessed signatures on the EPAs when in fact he was not present with the signatories at the time they signed. There were 6 allegations of dishonesty which were admitted. These were very serious matters indeed, involving vulnerable clients. The Respondent had also failed to return client monies for about 6 years, which the Tribunal considered to be a very long period of time, and he had used some of the funds belonging to one client to pay for the liabilities of another client. Such behaviour was not acceptable and had caused immense harm to the reputation of the profession which relied on trust to maintain the public's confidence in it.
56. Taking into account the seriousness of the conduct, the high degree of culpability, the harm caused and the aggravating/mitigating factors, the Tribunal concluded that neither a Reprimand nor a Fine would be a sufficient sanction in this case. Nor would it be appropriate to impose conditions on the Respondent's practising certificate as it

would be difficult to formulate appropriate workable conditions that would adequately address the Respondent's actions whilst also reflecting the serious nature of his misconduct.

57. The Tribunal also concluded that a suspension order would not be sufficient to protect the public or the reputation of the profession in circumstances where the very serious misconduct related to a solicitor deliberately and dishonestly backdating documents, and dishonestly stating he had witnessed signatures on those documents.
58. The Tribunal was satisfied that the proposed sanction of striking the Respondent off the Roll of Solicitors was both reasonable and proportionate. It would not only reflect the seriousness of the misconduct, protect the public and the reputation of the profession but it would also maintain public confidence in the profession. A Strike Off was the ultimate sanction which could be imposed by the Tribunal in any event. The Tribunal did not require any further submissions from the parties to consider the matter further, and determined the case could be concluded on the basis of the Agreed Facts and Outcome. Accordingly, the Tribunal Ordered the Respondent be Struck Off the Roll of Solicitors.

Costs

59. As part of the proposed Agreed Outcome, the parties had agreed that the Respondent should pay the Applicant's costs in the sum of £10,000.
60. The Tribunal noted the Costs Schedule dated 1 February 2017 set out costs at the date of issue were in the sum of £10,944.45. The Tribunal was satisfied that the agreed costs of £10,000 were reasonable and proportionate to the nature of the case and the work carried out. The fact that this matter was resolved by the use of the Tribunal's procedure for Agreed Outcomes had enabled costs to be kept to a minimum as it had not been necessary for the parties to incur the additional costs of preparing for and attending a hearing. This procedure was not appropriate for all cases but its use in this instance had been entirely appropriate.
61. The Tribunal noted the Respondent had provided details of his financial circumstances in a Statement of Means Form. This confirmed he had an interest in a property which could be used to assist in meeting the costs payment.
62. The Tribunal therefore made an Order that the Respondent pay the Applicant's costs in the sum of £10,000.

Statement of Full Order

64. The Tribunal ORDERED that the Respondent, STEPHEN MICHAEL TOBIN, solicitor, be STRUCK OFF the Roll of Solicitors and it further Orders that he do pay the costs of and incidental to this application and enquiry fixed in the sum of £10,000.00.

Dated this 13th day of June 2017
On behalf of the Tribunal



A. Ghosh
Chairman



Judgment filed
with the Law Society
on 13 JUN 2017

