SOLICITORS DISCIPLINARY TRIBUNAL

IN THE MATTER OF THE SOLICITORS ACT 1974 Case No. 11629-2017

BETWEEN:

SOLICITORS REGULATION AUTHORITY Applicant

and

DAVID ANDREW WILSON First Respondent

NATALIE JANE CROMPTON Second Respondent

Before:

Mr J. C. Chesterton (in the chair)
Mr W. Ellerton
Mr G. Fisher

Date of Hearing: 6 November 2017

Appearances

Marianne Butler, counsel, Fountain Court Chambers, Temple, London EC4Y 9DH, instructed by the Solicitors Regulation Authority of The Cube, 199 Wharfside Street, Birmingham B1 1RN for the Applicant

Nicholas Leviseur, counsel of 3 PB Chambers, Paper Buildings, Temple, London EC4Y 7EU instructed by Stephensons Solicitors LLP, Wigan Investment Centre, Waterside Drive, Wigan WN3 5BA for the First Respondent who did not appear.

Paul Bennett, solicitor advocate, Aaron & Partners LLP, Lakeside House, Oxon Business Park, Shrewsbury SY3 5HJ for the Second Respondent who did not appear.

JUDGMENT

Allegations

1. The allegations brought against the First Respondent and Second Respondent as amended with the permission of the Tribunal were as follows:

1.1 Between approximately October 2012 and 20 October 2014, caused or permitted a debit balance in the sum of £9,611.16 to exist and a client account shortage in the sum of £85,933.64 in breach of all or alternately any of Principles 2, 6 and 10 of the SRA Principles 2011.

1.2 Made withdrawals and transferred costs from client account in relation to the firm's costs on the matter of MJ (deceased), JT (deceased) and WB (deceased) without first having obtained the specific signed authority from the client in breach of:

1.2.1 Rule 1.2(a) and Rules 20 and 21.1 of the SRA Principles 2011; and

1.2.2 in breach of all or alternatively any of Principles 2, 4, 5 and 6 of the SRA Principles 2011 **(against the Second Respondent only).**

1.3 (Withdrawn)

1.4 Failed to provide clients on the matters of MJ (deceased), JT (deceased) and WB (deceased) with a bill of costs or other written notification of the costs incurred prior to payment in breach of:

1.4.1 Rule 17.2 of the SRA Accounts Rules 2011; and

1.4.2 in breach of all or alternatively any of Principles 2, 4, 5 and 6 of the SRA Principles 2011 **(against the Second Respondent only).**

1.5 Failed to carry out adequate client account reconciliations for the period 1 November 2013 to 30 September 2014 in breach of Rule 29.12 of the SRA Accounts Rules 2011.

1.6 Breached Rule 1.2(f) and Rule 29.9 of the SRA Accounts Rules 2011 in that client ledgers did not show the correct postings as a result of them not having been accurately recorded and because client matter balances contained opening balances which could not be verified.

1.7 Failed to deliver the firm's Accountant's Reports to the SRA within the 6 months of the accounting period for the years ending 31 October 2012 and 31 October 2013 in breach of Rule 32.1 of the SRA Accounts Rules 2011.

1.8 Failed to rectify breaches promptly in breach of Rule 7.1 of the SRA Accounts Rules 2011.

1.9 Failed to run their business or carry out their roles in the business effectively and in accordance with proper governance and sound financial and risk management principles in breach of Principle 8 of the SRA Principles 2011.

Documents

2. The Tribunal reviewed the documents including

Applicant

- Hearing Bundle (folders 1-3)
- Statement of Agreed Facts and Indicated Outcome
- Application by the Applicant to withdraw the allegations of overcharging and dishonesty against the Second Respondent
- Application for an adjournment of the substantive hearing by the Applicant
- Submissions of the Applicant as to costs drafted by Ms Marianne Butler dated 2 November 2017
- Tribunal case no. 11454-2015 Attwells Solicitors LLP and Attwell

First Respondent

- Submissions of the First Respondent as to costs drafted by Mr Nicholas Leviseur dated 31 October 2017

Second Respondent

- Letter from Aaron & Partners dated 23 October 2017 with enclosed Statement of Means and supporting documents
- Written submissions of the Second Respondent drafted by Mr Paul Bennett dated 30 October 2017
- Submissions of the Second Respondent as to costs drafted by Mr Paul Bennett dated 3 November 2017 with attachments

Preliminary Issue

Procedure

3. This matter came to the Tribunal as a proposed Agreed Outcome save that the parties were not in agreement about costs. A Panel of the Tribunal was prepared to consider both the Agreed Outcome and the disputed costs position on the papers on 31 October 2017 but the Second Respondent wished to have the matter of costs dealt with at an oral hearing. Having regard to the proximity of the commencement of the substantive hearing 6 November 2017, the matter was referred to the Panel which was listed to preside over the substantive hearing. Upon the application of the Applicant and with the agreement of the other parties, the Panel directed that the substantive hearing would be adjourned to cover the possibility that the Panel did not approve the outcome in which case the substantive application would have to be relisted for hearing before a fresh Panel of the Tribunal.

4. In advance of 6 November 2017, the Applicant had already applied successfully to the Tribunal to have an allegation of excessive charging (allegation 1.3) and an allegation of dishonesty in respect of allegation 1.2, 1.3 and 1.4 (that is the entirety of the Applicant's case as to dishonesty) withdrawn against the Second Respondent.

Representations had been made by the Second Respondent as to the conclusions reached by the Applicant's costs expert Mr B in his report. They prompted the Applicant to instruct Mr B to produce a further report. In the light of that further report and following clarification from the Second Respondent of points raised by the addendum report, the Applicant sought permission to withdraw the allegations in question. The proposed Agreed Outcome also included the withdrawal of an allegation of breach of Rule 1.2(c) of the SRA Accounts Rules 2011 (allegation 1.2.1). When the Tribunal did not accept the Agreed Outcome and Indicative Sanctions in their entirety as set out below, it gave permission for allegation 1.2.1 to be amended by the withdrawal of the reference to Rule 1.2.(c)

5. The Tribunal agreed to the correction of two typographical errors in the papers: a reference to Rule 29.2 of the SRA Accounts Rules 2011 which should have been to Rule 29.9 (allegation 1.6), and corrections in the Statement of Agreed Facts to the First Respondent's year of birth, to the total figure for the shortage on client account and the insertion of the word 'act' in the first of the proposed restrictions upon the First Respondent's future practice.

6. In accordance with the Agreed Outcome procedure, the Tribunal first considered the proposed Agreed Outcome on the papers in the absence of the parties.

Factual Background

Agreed Facts

7. The following facts and matters were agreed between the Applicant and the First Respondent and the Second Respondent:

8. The First Respondent was born in 1961 and was admitted to the Roll of Solicitors in 1985. At the date of the Statement of Agreed Facts and Indicated Outcome, he remained upon the Roll of Solicitors and had a practising certificate for the period 2016-2017 subject to conditions.

9. The Second Respondent was born in 1971 and was admitted to the Roll of Solicitors in 1999. She did not hold a current practising certificate as she no longer wished to practise as a solicitor.

10. At all material times, the First Respondent and the Second Respondent were working as the only two Partners in Garth Rigby & Co Solicitors ("the firm"), the offices of which were situated in Ashton-in-Makerfield, Wigan, Lancashire. The First Respondent was the Compliance Officer for Legal Practice ("COLP") and the Second Respondent was the Compliance Officer for Finance and Administration ("COFA").

11. In May 2014, it came to the attention of the Applicant's Supervision Department that the firm had failed to file its Accountant's Report for the period ending 31 October 2013 (which should have been submitted to the Applicant by 30 April 2014). The firm had also failed to file its Accountant's report for the period ending 31 October 2012 (which should have been submitted by 30 April 2013).

12. Consequently, and because of concerns in respect of compliance with the Accounts Rules, a Forensic Investigation Officer, Ms Lisa Bridges ("the FI Officer") was commissioned to carry out an inspection of the firm, which commenced on 20 October 2014. The conclusions of Ms Bridges were set out in a report dated 12 May 2015.

13. During the course of the investigation, Ms Bridges interviewed both the First Respondent and the Second Respondent and notices were served pursuant to section 44B of the Solicitors Act 1974 (as amended).

14. On 19 December 2014, the Respondents notified the Applicant of their intention to close the firm. The Respondents stated that the decision to close the firm was in part due to the Second Respondent's ill-health and a doctor's certificate was provided to Ms Bridges in support of this. The Second Respondent was suffering from two debilitating medical conditions which were detailed in the papers.

15. During the course of the inspection, Ms Bridges discovered that the books of account were not in compliance with the Accounts Rules in that, in particular:

- Client account reconciliation statements had not been adequately prepared.
- The list of client balances at 30 September 2014 contained a debit balance of £9,611.16 under the matter ledger 'Historic Unrepresented' with no further entries.
- Client matter ledgers did not show the correct postings as a result of them not having been accurately recorded.
- Breaches of the Accounts Rules had not been rectified upon discovery. In particular, in circumstances in which a payment of £37,500.00 had been made on 21 September 2012 (such that a zero balance should have been showing on the ledger), that error had still not been corrected 2 years after the payment had been made.

16. It was no part of the Applicant's case that any of those breaches of the Accounts Rules resulted in any loss to any client or that the firm had been charging clients for work that had not been properly carried out.

17. In explaining how the breaches had occurred, the Second Respondent explained that there had been a crash of the computer server in October 2012 and that the firm had lost all of its accounts information preceding the crash. The Second Respondent said that she was not able to explain what the debit balance of £9,611.16 related to but that it comprised a book keeping and/or data entry error and that no client had suffered any loss. Whilst she stated that the firm's accountants, C & H, had a list of what the debit balance was made up of, no documentation had been provided to the Applicant in respect of that balance. In respect of the book error of £37,500.00, the Second Respondent said that whilst the error had initially been a clerical one, thereafter it had "just sat there like a toad at the bottom of the pond" for 2 years. C & H contacted the Applicant on sraaccountantreports@sra.org.uk for instruction as to how to proceed in relation to the problem of not being able to complete reporting

requirements due to the loss of accounts data. The Applicant confirmed that no response was sent.

18. In addition, as at 30 September 2014, there was a shortage in the client account of £85,933.64 caused by the firm's failure to deliver a bill or written notification of costs to 3 of the Second Respondent's probate clients prior to the transfer of costs to the firm's office account as follows:

Name of client	Costs (£)
MJ (deceased)	14,342.75
JT (deceased)	7,080.00
WB (deceased)	64,510.89

19. As to that, the Second Respondent said that it was not her practice on any of her files to send interim bills to the clients until the end of the administration of the probate account.

20. It was common ground that in respect of these matters, costs had only been transferred by the Second Respondent from the client account to the office account in respect of work that had properly been carried out by her on the relevant files and for which the firm was accordingly entitled to be paid.

21. Whilst it was common ground that the costs related to work that had been carried out by the Second Respondent, there was an almost complete absence of documentation on the 3 files evidencing that the clients had been given updated costs information as the matters had progressed save for a limited number of oral updates recorded in file notes.

22. All 3 clients told Ms Bridges that they had not received any written cost updates from the firm after the initial estimate. In respect of the costs of £64,510.89 for WB, the client told Ms Bridges that he had thought the costs would have been in the region of £3,000 to £4,000.

Witnesses

23. There were no witnesses.

Findings of Fact and Law

24. The Applicant was required to prove the allegations beyond reasonable doubt. The Tribunal had due regard to the Respondents' rights to a fair trial and to respect for their private and family life under Articles 6 and 8 of the European Convention for the Protection of Human Rights and Fundamental Freedoms.

25. **Allegation 1.1 - Between approximately October 2012 and 20 October 2014, [the Respondents] caused or permitted a debit balance in the sum of £9,611.16 to exist and a client account shortage in the sum of £85,933.64 in breach of all or alternately any of Principles 2, 6 and 10 of the SRA Principles 2011.**

Allegation 1.2 - Made withdrawals and transferred costs from client account in relation to the firm's costs on the matter of MJ (deceased), JT (deceased) and WB (deceased) without first having obtained the specific signed authority from the client in breach of:

1.2.1 Rule 1.2(a) and Rules 20 and 21.1 of the SRA Principles 2011; and

1.2.2 in breach of all or alternatively any of Principles 2, 4, 5 and 6 of the SRA Principles 2011 (against the Second Respondent only).

Allegation 1.3 - (Withdrawn)

Allegation 1.4 - Failed to provide clients on the matters of MJ (deceased), JT (deceased) and WB (deceased) with a bill of costs or other written notification of the costs incurred prior to payment in breach of:

1.4.1 Rule 17.2 of the SRA Accounts Rules 2011; and

1.4.2 in breach of all or alternatively any of Principles 2, 4, 5 and 6 of the SRA Principles 2011 (against the Second Respondent only).

Allegation 1.5 - Failed to carry out adequate client account reconciliations for the period 1 November 2013 to 30 September 2014 in breach of Rule 29.12 of the SRA Accounts Rules 2011.

Allegation 1.6 - Breached Rule 1.2(f) and Rule 29.9 of the SRA Accounts Rules 2011 in that client ledgers did not show the correct postings as a result of them not having been accurately recorded and because client matter balances contained opening balances which could not be verified.

Allegation 1.7 - Failed to deliver the firm's Accountant's Reports to the SRA within the 6 months of the accounting period for the years ending 31 October 2012 and 31 October 2013 in breach of Rule 32.1 of the SRA Accounts Rules 2011.

Allegation 1.8 - Failed to rectify breaches promptly in breach of Rule 7.1 of the SRA Accounts Rules 2011.

Allegation 1.9 - Failed to run their business or carry out their roles in the business effectively and in accordance with proper governance and sound financial and risk management principles in breach of Principle 8 of the SRA Principles 2011.

25.1 It was set out in the Statement of Agreed Facts and Indicated Outcome that it was no part of the Applicant's case that any of the breaches by either the Second Respondent or the First Respondent resulted in any loss to any client. Rather, they resulted from systemic failures and the wholly inadequate nature of the Second Respondent's understanding of the Accounts Rules (in particular as to billing practices), combined with the complete absence of supervision by the First Respondent.

25.2 Each of the Allegations above concerning breaches of the Accounts Rules (namely Allegations 1.2.1, 1.4.1, 1.5, 1.6, 1.7 and 1.8) were admitted by both the First Respondent and the Second Respondent except expressly in respect of Rule 1.2(c) which the Applicant asked permission to withdraw against the Second Respondent.

25.3 The breaches of Principles 2, 6 and 10 in Allegation 1.1 were admitted by each of the Respondents on the following basis:

- The Second Respondent had conduct of the 3 probate files and was at the material time the firm's COFA. Whilst the costs charged to the 3 clients related to work that had been carried out by the Second Respondent and for which the firm was entitled to be paid, by reason of her failure to deliver bills of costs in the 3 probate matters (in common with her practice on all of her files) prior to transferring the firm's costs from the client account to the office account there had thereby arisen a client account shortage in the sum of £85,933.64. In addition, as at 30 September 2014, the list of client balances contained a debit balance of £9,611.16 which the First Respondent and Second Respondent said arose from data errors. The Applicant did not contend that any loss arose as a result therefrom.

- In respect of such matters, the First Respondent admitted that his failure to supervise the Second Respondent and have effective oversight over the management of the firm in his capacity as the COLP left clients thereby at risk and constituted a breach of each of Principles 2, 6 and 10.

25.4 Further, in those circumstances, and in circumstances in which the funds had been transferred by the Second Respondent from the client accounts in the 3 probate matters without the client having first been informed in writing or given their oral authority to the Second Respondent to do so, which the firm thereafter confirmed at the conclusion of the matter to each of the 3 specified clients.

- It was admitted by the Second Respondent and the First Respondent that they had acted in breach of Principle 8 (Allegation 1.9).

- It was admitted by the Second Respondent that, in so doing, she had acted in breach of Principles 2, 4, 5 and 6 (Allegations 1.2.2 and 1.4.2).

25.5 For both the First Respondent and the Second Respondent, the admissions to breaches of Principle 2 were being made on the basis that, objectively judged, they had failed to meet the high professional standards to be expected of a solicitor (and without any subjective element of conscious wrongdoing).

25.6 The Tribunal reviewed all the material before it and was satisfied beyond reasonable doubt that the First Respondent's and Second Respondent's admissions to the allegations as amended were properly made. It therefore found all the allegations being pursued by the Applicant proved on the evidence to the required standard.

Previous Disciplinary Matters

26. None.

Mitigation

27. The following mitigation was advanced by the First Respondent and the Second Respondent, and was not endorsed by the Applicant.

28. It was no part of the Applicant's case that any of the admitted errors resulted in any loss to any client.

29. The Second Respondent's practice of sending all the interim bills as part of the estate account at the end of the administration of the estate resulted from her misunderstanding of the Accounts Rules and the circumstances in which funds could be transferred.

30. In October 2012, the firm had suffered a catastrophic IT failure resulting in the loss of accounting information. The Second Respondent made best efforts to remedy the accounts system by undertaking training and seeking to reconstitute the data. Notwithstanding those attempts, it was accepted that errors were made. A new accounts system was selected, purchased and data entry undertaken within a month so that client account reconciliations could be completed when next due (but in the haste to complete this work it was accepted the data entry error sum of £9,611.11 arose). The Applicant did not contend that any loss was caused to any client and accepted the Respondents' case that this was a data entry error and the bank records demonstrated this sum had never existed in either the client account or the office account.

31. The Second Respondent suffered from two disabilities which were undermining her performance at the firm at the material time and which had led to what she accepted was a serious underperformance of her professional obligations which arose not through malice but illness. Given the challenge of her disabilities this, she accepted, led to a period where she was unable to focus on her professional obligations. The Second Respondent accepted that her knowledge of the Solicitors Accounts Rules 2011 was totally inadequate, but this reflected the health challenges and her inability to fulfil those duties as severe health conditions developed and undermined her performance of her professional duties within the firm.

32. The Second Respondent now worked part time, 30 hours per week, in an administrative role and was unable to increase her working hours due to her medical conditions. These conditions meant that she did not intend to practise law again and was willing to be struck off the Roll of Solicitors.

33. The First Respondent had known the Second Respondent since childhood, trusted her completely and had every confidence in her ability to manage the firm's accounts. He was not aware of her billing practices.

34. The First Respondent's actions were not borne out of an intentional disregard for the Principles but were as a result of the First Respondent regularly being away from the office and placing his trust in the Second Respondent.

35. Prior to the 2012 accounts there had been no issues raised by the firm's auditors and no reason to doubt the work being done by the Second Respondent.

36. The First Respondent has already been penalised for his actions in that he was currently unemployed having been unable to continue his role at another firm due to the conditions placed on his Practising Certificate. In addition, the First Respondent has not sat as a Deputy District Judge since April 2017.

37. The First Respondent did not intend to act as a sole practitioner, manager or owner of any authorised body in future nor did he intend to hold any position of responsibility such as that of COLP or COFA.

38. Neither the Second Respondent nor the First Respondent had any adverse regulatory history.

Sanction

Indicated Outcome

39. The Statement of Agreed Facts and Indicated Outcome included the following proposals regarding the imposition of sanction:

40. In the circumstances of the case, neither the protection of the public nor the protection of the profession requires that the First Respondent was struck off the Roll of Solicitors. However, a short suspension would appear to be a sufficient sanction to mark the seriousness of the misconduct and to protect the public and the profession. In addition, following the suspension, the First Respondent's Practising Certificate should be subject to the following restrictions:

- That he may not act as a sole practitioner, manager or owner of any authorised body or authorised non-Applicant firm;
- That he may not act as a COLP or COFA for any sole practitioner, authorised body or authorised non-Applicant firm;
- That he does not hold, receive or have access to client money, or act as a signatory to any client account or office account, or have the power to authorise electronic transfers from any client or office account;
- That he shall immediately inform any actual or prospective employer of these conditions and the reasons for their imposition.

The First Respondent, with the agreement of the Applicant, submitted to the Tribunal that the Tribunal should order that he be suspended for a period of 3 months and thereafter subject to such restrictions on his practice as a solicitor.

41. In the circumstances of the case, and having regard, in particular, to the complete lack of understanding on the part of the Second Respondent as to basic rules governing the treatment of client money, it was considered that the protection of the public and the protection of the profession required that the Second Respondent was struck off the

Roll of Solicitors, which the Second Respondent was willing to submit to in circumstances in which she no longer wished to practise. The Second Respondent, with the agreement of the Applicant, submitted to the Tribunal that the Tribunal should order that she be struck off the Roll of Solicitors.

Determination of the Tribunal in respect of Sanction

42. The Tribunal had regard to its Guidance Note on Sanctions (December 2016), to the reasons given for the proposed Agreed Outcome and to the mitigation offered by the Respondents. In summary and as set out in more detail below, having reviewed the case and gone through the process of analysis required in order to arrive at sanction the Tribunal was content with the sanction indicated for the First Respondent but could not see that strike off was proportionate or appropriate for the Second Respondent.

First Respondent

43. In considering the seriousness of the First Respondent's misconduct and the level of his culpability, the Tribunal noted that while the First Respondent was not the main protagonist he had more experience than the Second Respondent, having been admitted 14 years before her and he was the firm's COLP. He was also a Deputy District Judge. While the First Respondent was at one remove, not actually dealing with the cases or running the accounts, his role as the COLP was to make sure that this sort of thing did not happen in the firm. He was responsible for the overall supervision strategy of the firm and failed to supervise. The Tribunal proceeded in assessing seriousness in respect of the admissions of breach of Principle 2 by both Respondents on the basis of the judgment in the recent case of Williams v SRA [2017] EWHC 1478 (Admin) where it was said "that in the field of solicitors' regulation, the concepts of dishonesty and want of integrity are indeed separate and distinct. Want of integrity arises when, objectively judged, a solicitor fails to meet the high professional standards to be expected of a solicitor. It does not require the subjective element of conscious wrongdoing." In respect of both Respondents, the Tribunal felt that their lack of integrity related to the accounting process within the firm rather than to the end result. As was said in the case of Bolton v Law Society [1994] 1 WLR 512, a finding a lack integrity could result in the loss of a practising certificate but in the Tribunal's judgement the conduct in this case was not in that range. The harm which had resulted from the misconduct was the same in respect of both Respondents. (For the Tribunal's detailed consideration of harm, see below in respect of the Second Respondent.) That harm might reasonably have been foreseen. In terms of aggravating factors, the problems had endured over a period of time and the First Respondent ought to have known that the conduct in question was in material breach of obligations to protect the public and the reputation of the legal profession. As to mitigating factors, the Second Respondent was quite highly qualified but the First Respondent was aware of her state of health and should have appreciated that a second pair of eyes was needed. As COLP, he should have been aware of the billing practices in the firm although there were no complaints to alert him. The First Respondent made admissions and in terms of insight he took a realistic approach to these proceedings. He had also had his personal problems. The Tribunal considered that his conduct was too serious for a reprimand or a fine; he admitted breach of Principle 2, the requirement to act with integrity and of other SRA Principles albeit on

a qualified basis and that he had not met the requirements in his role as COLP. The Tribunal considered that the proposed sanction, a fixed period of suspension of three months followed by restrictions upon his practice, were reasonable and proportionate but the Tribunal considered that an additional safeguard was required that he might not work in employment save as approved by the Applicant. The First Respondent was prepared to submit to this additional restriction. Sanction would be imposed in those terms.

Second Respondent

44. The Tribunal was troubled about the indicated sanction for the Second Respondent; both taken alone and in juxtaposition to the indicated sanction which the Tribunal had approved for the First Respondent. The Tribunal assessed the seriousness of the Second Respondent's misconduct. As to culpability, her motivation was that she was struggling; doing what she thought was the right thing in terms of the accounts rules of which she in fact had no knowledge. Her misconduct was therefore not planned but she was culpable for her ignorance. She had personal and financial responsibility; she had direct control of and responsibility for the probate files in question and was therefore in a position of trust. She was acting carelessly around estate monies in respect of her billing practices but had no intention to misappropriate funds. She should have disclosed the interim bills to the clients but failed to do so, billing them only at the conclusion of the matter. Also as COFA, the Second Respondent had particular responsibility for the accounting procedures of the firm more widely than just the probate files. Having been admitted in 1999, she had considerable experience as a solicitor and should therefore have known better. However she had not misled anyone. In terms of harm caused, no client lost out. There was harm to the reputation of the legal profession; understanding the accounts rules was fundamental to a solicitor and particularly so for one holding the role of COFA. Her actions put client money at risk because money was transferred to office account without the knowledge of clients and their having an opportunity to understand or challenge the interim bills as costs mounted up. This point was particularly relevant in the case of WB (deceased) where the client had been given an estimate of around £3,000 for probate costs and the costs turned out to be very much greater albeit for good reason. Ultimately however the work the Second Respondent billed for rather randomly had been done and the Second Respondent and the firm were entitled to be paid for it. The Second Respondent admitted breach of Principle 2 and other of the SRA Principles albeit on a qualified basis. As set out above the Tribunal considered that the admitted lack of integrity, while made out, was limited to process and did not affect clients. Of course that process was extremely important to protect the public and solicitors if something went wrong but this was not a case where it was just a matter of good fortune that clients had not been adversely affected. The Second Respondent knew or ought reasonably to have known that the conduct complained of was in material breach of her obligations to protect the public and the reputation of the legal profession. However there were no other aggravating factors and while her conduct continued over a period of time she had acted by mistake and in ignorance rather than by design. For more than 10 years, the Second Respondent had worked in partnership with the First Respondent without criticism. As to mitigating factors, the Tribunal noted that the Second Respondent had put £12K of her own money into the firm by way of making good when it was thought that there had been loss rather than an accounting error. The Tribunal also found that the Second Respondent had shown

genuine insight into what had happened and where she had gone wrong; she made admissions and they stood the test of time, the allegations which she denied were withdrawn.

45. The Tribunal considered that a strike off absent dishonesty and where the admitted lack of integrity related to process only was in the circumstances somewhat Draconian. The Tribunal had considered the importance of the stewardship of public money in the solicitor's profession as emphasised in Weston v the Law Society [1998] Times, 15 July and had noted the Second Respondent's incompetence but felt that her misconduct was not at the highest level and that the protection of the public and of the reputation of the legal profession did not require that the Second Respondent be struck off. Her conduct was clearly too serious for a reprimand or a fine and the Tribunal considered that a restriction order alone would not be adequate but that the Second Respondent's incompetence and lack of knowledge of the accounts rules could be put right by training if she was fit to undertake it. In some circumstances where strike off would normally be considered the most appropriate sanction, a Tribunal would go down the route of an indefinite suspension if a respondent had medical difficulties which impacted on their practice. Here the Tribunal did not consider that the Second Respondent's misconduct was the most serious and while the Applicant did not challenge that she suffered from serious medical conditions no substantive medical evidence had been submitted although the Tribunal noted that the Second Respondent was in receipt of Personal Independence Payment ("PIP"). The Tribunal felt that a fixed period of suspension followed by the same restrictions as those imposed upon the First Respondent would suffice. In considering the period of suspension, the Tribunal had regard to the relative responsibilities of the First and Second Respondents for what had occurred and its own decision about the appropriate period of suspension for the First Respondent. The Tribunal determined that a suspension of 2 years would be reasonable and proportionate for the Second Respondent.

Costs

Submissions for the Applicant

46. For the Applicant, Ms Butler claimed costs of the application in the sum of £22,962.24. In addition the Applicant sought £2,912 relating to the attendance on 6 November 2017 only. The total claim was therefore £25,874.24. As the First Respondent had been content to deal with the assessment of costs on the basis of written representations thus avoiding the costs of attendance, the costs for this day's hearing had been hived off by the Applicant into a separate schedule. There were three issues to be determined: the total amount of costs to be awarded to the Applicant, quantum as between the two Respondents and the issue of what costs the Second Respondent could afford to pay. Ms Butler acknowledged that an allegation of dishonesty and overcharging had been withdrawn but the Applicant had been obliged to bring the proceedings; it could not simply turn a Nelsonian blind eye. The Tribunal had a wide discretion to award costs even in the absence of any findings of misconduct. In the Tribunal case no. 11433-2016 Libby where all the allegations had been dismissed, the Tribunal had ordered the respondent to pay 50% of the Applicant's costs. The Tribunal said:

> "The Tribunal found that the prosecution had been very properly brought and had some sympathy with the Applicant's submission that the Respondent had brought the case on himself. Although the Allegations had not been proved to the required standard that was not to say that the Respondent's conduct was entirely blameless. The costs claimed were proportionate and it was right that the Respondent pay the entirety of the investigation costs. The costs of the proceedings themselves should be reduced to reflect the fact that none of the Allegations had been proved and to take account of the Respondent's means…"

Ms Butler submitted that here by contrast the Respondents had admitted to all of the allegations (including all the allegations of breaches of Principles) which were still being pursued by the Applicant; the means of the First Respondent had not been put in issue; and the needs of the Second Respondent did not in her submission justify a deduction being made. The First Respondent had admitted breach of Principles 2, 6, 8 and 10, the last of which related to protecting client money and was particularly important, and the Second Respondent had admitted all those Principles in addition to Principles 4 and 5. These admissions plainly justified bringing the proceedings. Whilst a limited number of admissions were made by both Respondents at the time of filing their Answers, the full admissions had only been recently made, resulting in the Agreed Outcome. This had been listed as a four-day case which was reduced by a day after the allegation of dishonesty was withdrawn. Ms Butler submitted that the quantum of the Applicant's costs, £22,962.24, were manifestly reasonable for a case of this nature, involving the serious allegations it did, two Respondents and three bundles of documents. In her submissions Ms Butler submitted that the costs should be apportioned between the Respondents on a 50:50 basis.

47. Ms Butler addressed the four points put forward by the Second Respondent's solicitors as to why the amount of costs sought by the Applicant should be reduced:

48. The first related to the withdrawn allegations of overcharging and dishonesty against the Second Respondent, in respect of which it was said that the Rule 5 Statement as originally drafted contain two serious allegations about which the Applicant had never disclosed or produced any evidence on which the Tribunal could have found the serious allegations proven. Ms Butler submitted that the regulator sometimes faced a difficult line between over prosecuting - that is bringing allegations that should not properly be pursued - and under prosecuting for which it could be fairly criticised. It could not sensibly be said to have over- prosecuted here in circumstances in which:

- The evidence before the Applicant at the time of drafting the Rule 5 Statement including the first report of Mr B, a costs lawyer, which plainly justified bringing the two allegations. Ms Butler referred to the comments of the chairman in his decision dated 30 October 2017 regarding the Applicant's application to withdraw those allegations which included: "As the Chairman read the papers that report justified the allegation at paragraph 1.3 against the Second Respondent …" In his decision the Chairman went on to comment favourably on the fact that the application to withdraw the allegations was "an example of where the parties' representatives have cooperated procedurally to save the clients' money and SDT time".

- The allegations of excessive overcharging and dishonesty were brought by the Applicant in circumstances in which the FI Officer was concerned that the amount of work undertaken did not justify the costs taken by the firm, and Mr B, as an experienced costs lawyer, had concluded that he believed there to have been overcharging on two of the estates in which the background context was consistent with serious wrongdoing;

    - It was common ground that the firm had been transferring client money from the client account to the firm account without having first delivered bills to the clients concerned or obtained their written authority to do so (hence the admissions of the Respondents to for example allegation 1.4).

    - The firm notified the Applicant of its intention to close the practice on 19 December 2014 shortly following the Applicant's inspection on 20 October 2014 and interviews with each of the Respondents on 13 November 2014. Ms Butler referred in her submissions as to costs to evidence which the FI Officer had seen relating to the financial position of the firm: cheques were returned unpaid from the office account and there were debts to HMRC and at the time of closing the firm, the Second Respondent was introducing money to the business.

- In any event, the Applicant was not claiming any costs for the work of Mr B.

49. Ms Butler submitted that the Second Respondent's representatives said that dishonesty should not have been brought as an allegation or should have been abandoned earlier. However there was prima facie evidence up to when Mr B responded to the final clarification from the Second Respondent of overcharging; in the case of WB (deceased), the client was told to expect a bill of around £3,500 and the final bill was in the region of £64,000. The FI Officer instructed an expert, an experienced costs lawyer who said that prima facie the evidence on the estates seemed credible. Ms Butler referred to what she described as the Second Respondent's bizarre costing practice where she transferred costs without bills, and kept no record of the fact and the bills were all reduced at the end of the case, so that the ledger was not the same as the bill. Mr B said that there were 200 unbilled hours on the file but if work had been done and not billed he could not say that there was overcharging. The Applicant gave the Second Respondent the benefit of the doubt in respect of 200 unbilled hours. Ms Butler submitted that the allegations of overcharging and dishonesty had been properly brought.

50. Ms Butler submitted that Mr Bennett said that a Without Prejudice offer had been made for the Second Respondent to accept strike off and so no costs were payable from that point but Without Prejudice offers did not have the same status in regulatory proceedings as they did in civil proceedings. The Tribunal indicated that it accepted this point.

51. Ms Butler also referred to criticism of delaying in withdrawing the allegation of dishonesty but she submitted that this did not result in any costs being incurred. The Applicant had to consider Mr B's report. The Applicant then engaged with the other side regarding an Agreed Outcome.

52. Ms Butler referred to Mr Bennett's criticism that the Applicant had duplicated the allegations by charging substantive accounts rules breaches and additional Principle breaches. In her written submissions, Ms Butler referred to the Applicant being aware of the guidance from the Administrative Court in recent cases such as SRA v Chan [2015] EWHC 2659 as to the need for simple and clear drafting of charges and she submitted that it had complied with that guidance here. The Second Respondent's representatives were mistakenly operating under the belief that because the same conduct gave rise to breaches of the accounts rules and breaches of the Principles those allegations were duplicitous. Not all breaches of the accounts rules would amount to breaches of the Principles. Where, however, as here, the conduct was sufficiently serious to warrant an allegation of breach of principle, the solicitor was required to answer allegations in respect of both the Rules and the Principles which where proven (and here admitted) had an impact on the severity of sanction. She reminded the Tribunal that the Respondents had in any event admitted to all the allegedly duplicitous allegations.

53. Ms Butler referred to criticisms of the Applicant's Further and Better Particulars dated 27 June, 2017 which it was said failed to address the points raised. While those acting for the Second Respondent had criticised the document as allegedly having been defective, the basis for the criticism was not understood. Further it was noted that no criticism of the Further and Better Particulars was raised at the time by the Second Respondent in correspondence. Further, neither Respondent replied to them let alone explained how they were deficient. There was also criticism of e-mail traffic and Ms Butler acknowledged that there had been a degree of to-ing and fro-ing but asked that the Tribunal should not descend into the detail.

54. Ms Butler submitted that the Second Respondent's representatives also relied on the case of Malins v SRA [2017] EWHC 835 in respect of the allegations of lack of integrity and dishonesty. It was contended that it should not be open to the Applicant "to use integrity as an alternative [to dishonesty] in all but name". Ms Butler submitted that the judgment in Malins which post-dated the Rule 5 Statement had no bearing on the issue of costs. The conclusion of Mostyn J in Malins that the two concepts of dishonesty and lack of integrity were in substance synonymous was inconsistent with a long line of authority, including from the Court of Appeal. In the recent case of SRA v Williams [2017] EWHC 1478 Mrs Justice Carr proceeded on the basis that the concept of dishonesty and want of integrity were "indeed separate and distinct". In any event where the Second Respondent had admitted to lack of integrity, Ms Butler submitted that this criticism went nowhere on costs.

55. Ms Butler submitted in respect of the £2,912 which the Applicant also sought in respect of its attendance at the hearing, the Tribunal, the Applicant and the First Respondent had been content for the Tribunal to deal with the issue of costs on the papers and so the Applicant's costs of attendance resulted from an unreasonable, and given the means of the Second Respondent, illogical insistence by the Second Respondent that the parties should attend an oral hearing. Furthermore other than the costs of attendance at this hearing, none of the additional costs incurred by the Applicant since agreeing to the Agreed Outcome (liaising with the parties and the Tribunal and the costs of Counsel) were being sought.

Submissions for the Second Respondent

56. For the Second Respondent, Mr Bennett submitted that this was not a case where the costs could easily be dealt with on paper; it was not clear why the costs were so high and there was no supporting evidence in respect of certain of the costs which it was said had been extracted from the Applicant's claim. However Mr Bennett confirmed he did not seek a detailed assessment of the Applicant's claim.

57. Mr Bennett referred to his submissions as to costs where he had set out that the Applicant acknowledged the Without Prejudice offer on 31 May 2017 but did not respond to it. He submitted that there should have been a minimum rather than the maximum number of allegations and that the Applicant over complicated matters. No other regulator across any of the regulatory fields alleged Rule breaches and Principle breaches separately. He referred to the Chan case particularly paragraph 26 of the judgment:

> "It is not acceptable to lump allegations, with a plethora of "alternativelys" "Further or alternativelys" and "and /ors" with a reference to a variety of different rules, principles and outcomes into a convoluted and rolled up charge."

Mr Bennett also referred to the case of SRA v Andersons Solicitors [2013] EWHC 4021 (Admin) which he submitted said that allegation should not be drafted in this way. In his submissions Mr Bennett said that the guidance in Chan and Andersons had not been adopted in this case and where that led to costs of £22,962.24 it was inevitably not a position which could be on any objective basis, justified. The unnecessary allegations might have been admitted to save the four-day hearing but the Applicant should still never charge in the manner it did.

58. Mr Bennett submitted that the Further and Better Particulars did not advance the Applicant's case or clarify the allegations and rather then get to loggerheads and escalate costs the Respondents chose not to engage. Going round in circles seemed unnecessary and unhelpful in focusing the Applicant.

59. As to the role of Without Prejudice correspondence in regulatory matters, Mr Bennett referred to the Tribunal case no. 11454-2015 Attwells Solicitors LLP and Attwell quoting from the Tribunal's December 2015 version of its Guidance Note on Sanctions at paragraph 42 which included a quotation from the decision of Broomhead v SRA [2014] EWHC 2772 (Admin), 42:

> "...Even if the charges were properly brought it seems to me that in the normal case the SRA should have to shoulder its own costs where it has not been able to persuade the Tribunal that its case is made out. I do not see that this would constitute an unreasonable disincentive to take appropriate regulatory action."

60. The Tribunal sought clarification from Mr Bennett as to whether he acknowledged that the costs of the expert Mr B had been removed as they constituted a disbursement which would have been shown on the costs schedule. Mr Bennett did accept that but

maintained that if the Applicant made unnecessary allegations it could not expect to have its costs. He questioned the expertise brought to bear.

61. Mr Bennett referred to the date of the Second Respondent's offer to be struck off, 31 May 2017. In his submissions he said that it was significant to the costs accruing and the costs that the Applicant said that it had incurred that more than three months had passed from the Second Respondent's request to be struck off to when the Applicant first indicated, but importantly did not action, its stated intention to discontinue the dishonesty allegations. Mr Bennett submitted that this pushed up the costs of each of the parties and he referred the Tribunal to Rule 18 of The Solicitors (Disciplinary Proceedings) Rules 2007 concerning costs in that connection. As at 31 May 2017 the Second Respondent's position was that she wanted to come out of the profession because she was not well enough to be in it and did not think that her medical condition would ever let her return to practice. Mr Bennett submitted that if the Applicant had accepted the offer a regulatory settlement agreement could have been arranged and the outcome would have been different. He submitted that the chairman's comments quoted by Ms Butler were un-contextualised.

62. Mr Bennett referred to the issue of the level of costs. In his written submissions he set out that the Second Respondent offered the sum of £3,000 towards the Applicant's costs by way of a Without Prejudice offer dated 25 October 2017. This reflected all of the conduct referred to in his submissions. He asserted that the original draft of the Agreed Outcome contained numerous factual inaccuracies and repeated matters which the Applicant accepted were inappropriate and ultimately removed. These factual inaccuracies caused the Second Respondent stress. Mr Bennett exhibited correspondence with the Applicant to his written submissions in support of his assertions. He submitted that in the light of this evidence it was not surprising that the Applicant's costs were as high as they were. He submitted that the Applicant became fixated after 31 May 2017 on justifying the continuing dishonesty allegations. In his written submissions Mr Bennett gave the chronology of his correspondence to the Applicant about withdrawing the dishonesty allegations.

63. Mr Bennett submitted that when the Tribunal had offered on 31 October 2017 to deal with costs based on paper submissions he was out of the office and had two members of staff absent through sickness and did not therefore have the capacity to deal with the matter by way of written submissions and that in any event given the complexities of the case and the way in which it had been presented, the parties in order to have a fair hearing and in order for the Tribunal to understand the context of the large costs sought by the Applicant it needed to hear orally from the parties and their representatives. The Second Respondent wanted him to say that she felt she had been treated without any empathy and accused of dishonesty without evidence and that Mr B's opinions were outside his area of expertise. She was a vulnerable person aware of the serious nature of the allegations away from which she did not shy. She said that if the Applicant would not honour decisions of the High Court (in respect of the allegedly duplicitous allegations) she would (reluctantly) make admissions in respect of both sets of allegations as they would not affect the outcome.

64. In his written submissions, Mr Bennett contended that the Second Respondent was, in reality, more junior and that she had known the First Respondent from childhood. She trained in the firm and adopted its pre-existing systems and working methods rather

than establishing them. No doubt the First Respondent would note that he did not establish those working methods either and no criticism of him should be implied from the submissions. Mr Bennett submitted that an onerous costs order did not serve the public interest or recognise the circumstances arising or the candour which making the admissions as long ago as the Response to the Rule 5 Statement and the Second Respondent's Without Prejudice offer on 31 May 2017 to agree to be struck off, simply could not be undermined by the Applicant's subsequent efforts to uphold charges which recently should never have been brought. Mr Bennett also criticised the amounts claimed as being indicative of the Applicant's approach which he asserted involved over analysing, overcharging and overworking matters. The professional shortcomings arose because of naiveté and a catastrophic IT failure, her inability to cope with an excessive workload and a burden of office management largely in the absence of a colleague who was Court centred. She accepted her part in the matter but the devastating effects of the loss of a business, the loss of her professional status and her recognition that in trying to do the right thing by clients in keeping the firm going despite the challenges presented by her illnesses was, in hindsight, the wrong thing. The Tribunal was invited to recognise this by awarding a modest sum of costs which could be afforded by a particularly vulnerable Respondent.

Submissions for the First Respondent

65. For the First Respondent, Mr Leviseur reminded the Tribunal that the total costs claimed against his client were in the sum of £22,962.24. The costs of this hearing had not been caused by or occasioned by the First Respondent. He was content for costs to be settled on the basis of written submissions that would have come to the Tribunal dated 31 October 2017 but in the event they were not submitted. The First Respondent had never faced overcharging or dishonesty allegations. So far as he could tell the Applicant's claim did not include any element of disbursements referable to the work of Mr B. He could not tell whether the bill contained any work of considering the reports. Mr Leviseur submitted that from the earliest possible opportunity the First Respondent had always made it clear that he was content to admit the gravamen of the charges; this was apparent from his Answer. He had also set out where the allegations were not admitted. Mr Leviseur submitted that he doubted very much if the First Respondent was from an early stage the primary source of concern so far as the investigation and prosecution was concerned. He commented that in the costs schedule there was no differentiation between the First Respondent and the Second Respondent; costs were set out globally. When one looked at the file one absolutely understood his position and that of the prosecuting authority. After the initial application, the issues for the Applicant arose around the Second Respondent for example in respect of her health problems not the First Respondent. The expert report reached conclusions which clearly required further consideration by the costs expert. After that further consideration the Applicant reached a conclusion that there was no overcharging and no basis for allegations of dishonesty against the Second Respondent. In these circumstances there was simply no proper basis against the First Respondent to suggest that it would be appropriate for him to bear any of the costs of this part of the Applicant's investigation. These allegations were never levelled against him and they were very properly abandoned as against the Second Respondent. Mr Leviseur clarified for the Tribunal that the First Respondent did not undertake probate work. While he accepted that he failed in his duties as COLP and that responsibility rested with him, the assessment of costs had to relate to

what exercised the Applicant in dealing with the case. Mr Leviseur submitted that without detailed figures available to analyse the costs breakdown the investigation as to these elements of the case was likely to have been of the order of one third of the total costs incurred by the Applicant. The total costs should therefore properly be reduced by 33% before any consideration was given to the precise amount which ought to be borne by the First Respondent.

66. In considering how much the First Respondent ought to be ordered to pay, Mr Leviseur reminded the Tribunal that since April 2017 the First Respondent had not been able to sit as a District Judge so that his income had been reduced by half and since September 2017 he had been unable to practise as a solicitor because of the effect of the interim restrictions placed on him so that he had no income at all. In those circumstances it was submitted that a proper sum to order him to pay towards the costs of the Applicant would be £5,000.

67. For the Second Respondent, Mr Bennett did not dispute Mr Leviseur's submissions but the Second Respondent would suggest that a two thirds apportionment of the costs to her was inappropriate having regard to her means.

68. For the Applicant, Ms Butler noted that Mr Leviseur relied on the Broomhead case; she submitted that there might be something in the way that a case was conducted which would lead to a decision that the Applicant should not have its costs. She also addressed the issue about the expertise of Mr B; he had rowed back from his initial conclusions not because of his expertise in respect of which Ms Butler referred to the details of his experience in his report but because of the extraordinary way that the Second Respondent approached recording work and not issuing interim bills to clients which emerged during the to-ing and fro-ing about her process. The Applicant had found itself in a difficult position and had given her the benefit of the doubt as it was obliged to do.

69. Mr Bennett submitted that he understood the attractiveness of the argument for the First Respondent about how the costs arose, because of concerns about wider issues that emerged. However going back to the investigation stage, the Second Respondent had pointed out where the Applicant's case was misconceived, where it had got its facts wrong which was tantamount to the Applicant taking a defective approach. This was all part of one set of proceedings. The Second Respondent had no wish to harm the First Respondent but she could not stand alone when taking issue with factual inaccuracies which had increased the costs and which the First Respondent had first raised.

70. As to affordability of any costs award made against the Second Respondent, Mr Bennett submitted that the PIP benefit was granted to assist someone with severe disabilities who had additional living costs. She was a single parent living in a house which was co-owned by her former husband who had not been able to remove his name from the property register. Mr Bennett's letter of 23 October 2017 included an explanation by the Second Respondent that the property remained in joint names because she could not afford to buy him out of the mortgage; that she had been paying the whole of the mortgage payments herself for the duration of their separation and there was a written agreement that the proceeds once sold would solely belong to her. Mr Bennett was not certain how his advisers would take a view if she tried to sell the

property. He also gave further information about the Second Respondent's current health situation. The Tribunal noted that the Second Respondent worked part time and seemed quite well paid. Mr Bennett submitted that he did not seek an order that costs should not be enforced without leave of the Tribunal as the Second Respondent wished to have the matter fully concluded at this hearing and would struggle with an order hanging over her. In his written submissions he proposed that the Tribunal impose a costs award in the sum of £3,000 to be paid exclusively by the Second Respondent and not on a joint and several basis where the parties were no longer a business partnership and any professional misconduct was properly a matter for the individual practitioner and not a partnership matter.

71. The Tribunal had regard to the submissions made on behalf of the parties. It first assessed the total costs to be paid to the Applicant. The First Respondent had been content for the agreed outcome to be dealt with on the papers and for costs to be dealt with on the basis of written submissions. He should not therefore have to contribute towards the costs claimed for this hearing; the amount assessed would solely be borne by the Second Respondent who had asked for an oral hearing. As to the costs overall, the Tribunal did not consider that it was appropriate to make any reduction in the Applicant's costs based on the case of Broomhead. The Tribunal considered that the allegations had been properly brought and the Applicant had dealt with them appropriately; the allegations of overcharging and dishonesty had been properly dropped when further evidence had been presented, prompted by additional information being provided by the Second Respondent. The Tribunal considered the cost of the investigation and found these to be the result of the mess in which the firm's accounts were found which the Tribunal determined was attributable equally to the Respondents and they should therefore each bear 50% of the costs of the investigation. As to the costs of the Applicant in bringing the proceedings, the Tribunal did not consider that the submissions for the Second Respondent in respect of the Applicant's expert Mr B were justified and in any event the Tribunal was satisfied that the costs of his work had been excluded from the costs schedule. Furthermore the Tribunal did not consider that there had been duplicity of allegations in this matter; it was open to the Applicant where it found it appropriate to do so to bring allegations in respect of breaches of the accounts rules and if the Applicant considered that these amounted to professional misconduct also to bring allegations of breach of relevant principles. The Tribunal considered that the Applicant's costs representing the run-up to what had been anticipated to be a four-day trial were reasonable. Having regard to the work which the Applicant had to undertake to bring this matter to a conclusion, the Tribunal considered that the First Respondent should bear one third of the costs of legal work and the Second Respondent who was the main focus of the proceedings should bear two thirds of those costs. This meant that the liability for costs of the First Respondent was one half of the investigation costs and one third of the Applicant's legal costs in bringing proceedings. The Second Respondent should pay a one half of the costs of the investigation, two thirds of the Applicant's legal costs and the costs of this hearing. The investigation costs amounted to £12,364.74, one half which was £6,182.37. The legal costs amounted to £10,597.50 of which the First Respondent should bear £3,532.50 and the Second Respondent £7,065. The costs of this hearing were £2,912. The Tribunal agreed that the costs should be apportioned individually and liability should not be joint and several. The First Respondent would therefore be liable for costs in the amount of £9,714.67. The First Respondent had not put forward any argument in

respect of affordability and an order would be made fixed in that amount. The Second Respondent would therefore have been liable, subject to any consideration of affordability, in the sum of £16,159.37 The Second Respondent had provided information about her means and submissions had been made on her behalf about affordability. The Applicant did not challenge the information she had provided and it was noted that she had a surplus per month of which it might be reasonable for her to pay £200 in costs. The Tribunal had taken into account her income and expenditure and anticipated that the Applicant would approach the collection of costs in a practical and sensible way. In those circumstances, the Tribunal considered that the Second Respondent could afford to pay an amount of £4,800 if this were spread over a period.

Statement of Full Order

First Respondent

1. The Tribunal Ordered that the Respondent, David Andrew Wilson, solicitor, be suspended from practice as a solicitor for the period of 3 months to commence on the 6th day of November 2017 and it further Ordered that he do pay the costs of and incidental to this application and enquiry fixed in the sum of £9,714.67.

2. Upon the expiry of the fixed term of suspension referred to above, the Respondent shall be subject to conditions imposed by the Tribunal as follows:

2.1 That he may not act as a sole practitioner, manager or owner of any authorised body or authorised non-SRA firm;

2.2 That he may not act as a Compliance Officer for Legal Practice, or a Compliance Officer for Finance and Administration for any sole practitioner, authorised body or authorised non-SRA firm;

2.3 That he does not hold, receive or have access to client money, or act as a signatory to any client account or office account or have the power to authorise electronic transfers from any client or office account;

2.4 That he shall immediately inform any actual or prospective employer of these conditions and the reason for their imposition;

2.5 That he may not work as a solicitor other than in employment approved by the SRA.

3. There be liberty to either party to apply to the Tribunal to vary the conditions set out at paragraph 2 above.

Second Respondent

1. The Tribunal Ordered that the Respondent, Natalie Jane Crompton, Solicitor, be suspended from practice as a solicitor for the period of 2 years to commence on the 6th day of November 2017 and it further Ordered that she do pay the costs of and incidental to this application and enquiry fixed in the sum of £4,800.00.

2. Upon the expiry of the fixed term of suspension referred to above, the Respondent shall be subject to conditions imposed by the Tribunal as follows:

2.1 That she may not act as a sole practitioner, manager or owner of any authorised body or authorised non-SRA firm;

2.2 That she may not act as a Compliance Officer for Legal Practice, or a Compliance Officer for Finance and Administration for any sole practitioner, authorised body or authorised non-SRA firm;

2.3 That she does not hold, receive or have access to client money, or act as a signatory to any client account or office account or have the power to authorise electronic transfers from any client or office account;

2.4 That she shall immediately inform any actual or prospective employer of these conditions and the reason for their imposition;

2.5 That she may not work as a solicitor other than in employment approved by the SRA.

3. There be liberty to either party to apply to the Tribunal to vary the conditions set out at paragraph 2 above.

Dated this 28th day of November 2017
On behalf of the Tribunal

J. C. Chesterton
Chairman