SOLICITORS DISCIPLINARY TRIBUNAL

IN THE MATTER OF THE SOLICITORS ACT 1974 — Case No. 11632-2017

BETWEEN:

SOLICITORS REGULATION AUTHORITY — Applicant

and

CHRISTOPHER WILLIAM EDWIN GREENMAN — Respondent

Before:

Mr D. Green (in the chair)
Mr P. Jones
Mr S. Marquez

Date of Hearing: 21 & 22 August 2017

Appearances

Nimi Bruce, Counsel of Capsticks LLP, 1 St George's Rd, Wimbledon, London SW19 4DR, (instructed by Pauline Lavender of the Solicitors Regulation Authority, The Cube, 199 Wharfside Street, Birmingham, B1 1RN), for the Applicant.

The Respondent did not attend and was not represented.

JUDGMENT

Allegations

1. The allegations against the Respondent made by the Solicitors Regulation Authority ("the SRA") were that:

1.1 between 24 June 2011 and July 2012 he made a claim for costs for work done in relation to the Estate of Mrs DMK (Deceased) which he knew, or should have known, to be excessive and thereby breached any, or all of:

In relation to the period up to 6 October 2011:

1.1.1 Rule 1.02 Solicitors Code of Conduct 2007 ("the 2007 Code");
1.1.2 Rule 1.04 of the 2007 Code;
1.1.3 Rule 1.05 of the 2007 Code;
1.1.4 Rule 1.06 of the 2007 Code;

and in relation to the period from 6 October 2011 onwards:

1.1.5 Principle 2 of the SRA Principles 2011 ("the Principles");
1.1.6 Principle 4 of the Principles;
1.1.7 Principle 5 of the Principles; and
1.1.8 Principle 6 of the Principles.

1.2 Between 24 June 2011 and 9 July 2012 misappropriated client monies in the total sum of £90,000 belonging to the Estate of Mrs DMK (Deceased) and thereby breached:
In relation to the period up to 6 October 2011:

1.2.1 Rule 1.02 of the 2007 Code;
1.2.2 Rule 1.06 of the 2007 Code; and
1.2.3 Rule 22 (1) of the Solicitors Accounts Rules 1998 ("the SAR 1998");

And in relation to the period from 6 October 2011 onwards:

1.2.4 Principle 2 of the Principles;
1.2.5 Principle 6 of the Principles; and
1.2.6 Rule 20.1 of the SRA Accounts Rules 2011 ("the SAR 2011").

1.3 Withdrawn

1.4 Withdrawn

2. Dishonesty was alleged with respect to allegations 1.1 and 1.2, however dishonesty was not an essential ingredient to prove those allegations.

Documents

3. The Tribunal reviewed all the documents submitted by the parties, which included:

- Notice of Application dated 31 March 2017
- Rule 5 Statement and Exhibit AJB1 dated 31 March 2017

- Applicant's Schedule of Costs dated 14 August 2017
- Respondent's Answer dated 2 June 2017

Preliminary Matters

4. The Respondent did not attend the substantive hearing. Ms Bruce submitted that the Respondent had been served with notice of the proceedings in accordance with the Rules. The Standard Directions dated 5 April 2017 contained notice of the hearing date. The Respondent had corresponded with the SRA and the Tribunal throughout May 2017, and had applied to vary the Standard Directions. Further, following directions by the clerk, the Respondent had served his Answer to the allegations contained within the Rule 5 Statement by 2 June 2017 as directed. On 24 July 2017, the Respondent had emailed the SRA and the Tribunal, agreeing the SRA's provisional timetable, and confirming that he would be cross-examining the SRA's witnesses.

5. No application had been made to the Tribunal to adjourn the matter, and there was no indication that if the matter were to be adjourned, the Respondent would attend on a future date. Ms Bruce submitted that the Respondent had voluntarily absented himself from the hearing, and applied for the matter to proceed in his absence.

6. The Tribunal accepted that the Respondent had been properly served with the proceedings and notice of the hearing. He had been in regular contact with the Applicant and the Tribunal and had recently acknowledged receipt of the provisional hearing timetable proposed by the Applicant. The Tribunal noted that there had been no application received from the Respondent requesting that the matter be adjourned due to ill health or any other reason. The Tribunal had regard to the principles in R v Jones [2002] UKHL 5 and GMC v Adeogba [2016] EWCA Civ 162. The Tribunal was satisfied that in this instance the Respondent had chosen voluntarily to absent himself from the hearing. It was in the public interest and in the interests of justice that this case should be heard and determined as promptly as possible. There was nothing to indicate that the Respondent would attend if the case were adjourned. In light of these circumstances, it was just to proceed with the case, notwithstanding the Respondent's absence.

7. Having reviewed the matters and taken instructions, Ms Bruce applied to withdraw allegations 1.3 and 1.4 on the basis of:

   (i) The answers provided by the Respondent; and
   (ii) The inconsistencies between the pleadings and the particulars.

8. Ms Bruce submitted that whilst the inconsistencies were minor, and would ordinarily be the subject of an application to amend the Rule 5 Statement, it would not be fair to the Respondent to make such an application when he was not in attendance to register any opposition to such an application. Further, in considering those allegations, even if found proved, they would not make a significant difference to sanction if allegations 1.1 and/or 1.2 were found proved.

9. The Tribunal had noted the discrepancies in the Applicant's case as regards allegations 1.3 and 1.4 and had also noted the Respondent's answers to those allegations whilst preparing for the hearing. It considered that the approach taken by Ms Bruce was sensible and fair in all the circumstances, and accordingly granted the application to withdraw those allegations.

Factual Background

10. The Respondent was born in 1968, and was admitted to the Roll of Solicitors in July 2000. He remained upon the Roll of Solicitors, and held a current practising certificate subject to conditions. From 1 February 2007 the Respondent was the equity and senior partner at Dews Witcomb Solicitors ("the Firm") who had offices based in Leicester. On 30 September 2012 the Firm closed. Thereafter, from 4 September 2013, the Respondent was employed by JS Law but subsequently by Josiah Hinckes (until August 2017).

11. By her last will dated 28 February 2005, Mrs DMK appointed Mr Dews as the Executor and Trustee of that will along with NGB. Mr Dews was the equity partner at the Firm until he sold it to the Respondent on 31 January 2007. Mrs DMK died on 5 October 2010. Mr Dews was granted probate of the estate limited until the original will or a more authentic copy thereof be proved with power reserved to another Executor. The Firm acted in the administration of the Estate with the Respondent having day-to-day conduct of the matter.

12. In a letter to the SRA dated 11 March 2012, Spearing Waite LLP ("SW LLP"), the solicitors acting for Mr Dews, stated:

> "The engagement letter to our client, which was not sent until five months after [the Respondent] began working on the matter, states that the Firm's legal costs for administering the Estate would be 3% of the gross value of the Estate plus VAT at 20% and disbursements. … The sum of £90,000 was taken directly out of the Estate funds, with no invoices being rendered to our client and no evidence provided that work of that value had actually been undertaken. Therefore [the Respondent] has actually charged and collected fees of nearly nine times his initial estimate. This equates to approximately 26% of his estimated value of the Estate, after his engagement letter said that he anticipated charging 3%. These fees have been collected without the Estate administration been concluded, directly reducing the funds available to distribute to the Beneficiary at the end of the administration process."

13. Following that letter, the SRA obtained the client matter file in relation to Mrs DMK, and instructed Susan Corbin, a Fellow of the Association of Law Costs Draftsmen, to examine the file and determine whether, in her expert opinion, the Respondent had (i) overcharged the Estate, (ii) invoiced the client without sending an invoice or other written notification of costs and (iii) to advise the SRA generally on the costs charged to the Estate.

14. On 15 May 2014, the SRA received a report from the Insolvency Service which stated that the Respondent had been made the subject of a bankruptcy order on 8 May 2014 as the result of a petition presented on 28 January 2014.

Witnesses

15. Susan Elizabeth Corbin

15.1 Ms Corbin explained that the amounts charged by the Respondent were, in her opinion, manifestly excessive, and did not reflect the actual work undertaken. Whilst it was accepted that the file was not complete, there was nothing to suggest that the file was so incomplete as to justify the amounts charged by the Respondent. Ms Corbin stated that "in the tapestry of the file, there was the odd stitch missing". The matter was a standard probate matter with a number of pecuniary beneficiaries and a residual beneficiary. The matter was complicated by the damage caused to the property, but even that could not justify the charges claimed by the Respondent. The damage was not a legally complex matter such as to cause a substantial increase in the professional fees that could legitimately be charged. Whilst it would have been reasonable for the Respondent to visit the property, any attendances would need to be reasonable and proportionate. The amount overcharged by the Respondent equated to approximately 400 hours (57 days); this was neither reasonable nor proportionate. The 3% quoted was the totality of the costs to which the Respondent was entitled as this was the total fee and not an estimate. To vary that amount without the consent of the client would be a breach of contract and improper. Ms Corbin confirmed that nothing that had been said by the Respondent, nor had she seen any document since the preparation of her report that caused her to change her opinion.

16. Robert John Dews

16.1 Mr Dews stated that he had been in practice since 1970. The Firm was originally his Father's business. Mr Dews was a sole practitioner and initially engaged the Respondent as an assistant solicitor. The Respondent later became a salaried partner. Mr Dews sold the Firm to the Respondent in January 2007. The Respondent became the equity and senior partner and Mr Dews became employed as a salaried partner. In July 2008, Mr Dews was given compassionate leave to look after his wife. He remained on compassionate leave until October 2009 when his wife passed away. He did not return to work thereafter.

16.2 Mr Dews explained that he drafted the will for Mrs DMK; he did not know the other Executor. The will was very straightforward. He instructed the Respondent to deal with the probate as the will was still held at the Firm, and he trusted the Respondent.

16.3 He did not receive a client care letter until April 2011, when he telephoned the Firm and requested one. By that time the major leak had already occurred at the property. That was not mentioned in the client care letter. Mr Dews stated that he regarded the 3% fee as "a handsome fee for the sort of firm we were". He considered that the fee was fixed, and was not an estimate.

16.4 Mr Dews explained that he became aware that there were financial difficulties at the Firm and staff were concerned that they would not be paid at the end of the month. When he heard a suggestion that the Respondent was not going to be able to pay his professional indemnity insurance premium, he decided to take the files on which he had instructed the Respondent to another firm. He attended the office and was provided with the files, which included the file for the Estate of Mrs DMK.

16.5 Mr Dews explained that he only became aware of the charges the Respondent had made when the new solicitors he had instructed wrote to him explaining that the estate had been billed £90,000. Mr Dews confirmed that he had not received any of the bills purported to have been sent to him. Further, the address on the bills was that of the office, not his home address. As at the date of the bills, Mr Dews was not working at the Firm. He was horrified on discovering the charges and reported the matter to both the SRA and the police.

16.6 Mr Dews stated that he could not see any possible justification for charging the amounts charged by the Respondent on a probate matter, unless the probate was worth millions of pounds. If, as the Respondent contended, he had spent numerous hours at the property, it was entirely unreasonable and completely unnecessary. It was not for a solicitor to remain on site supervising works. Further, the property was situated about 1 mile away from the office.

16.7 Mr Dews stated that contrary to the Respondent's assertion, he did not attend the office regularly or have access to the files. He went in perhaps once every quarter to pass the time of day with the staff, and had no cause to look at any of the files when he was there.

Findings of Fact and Law

17. The Applicant was required to prove the allegations beyond reasonable doubt. The Respondent denied all allegations. 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.

18. **Allegation 1.1 - between 24 June 2011 and July 2012 he made a claim for costs for work done in relation to the Estate of Mrs D M K which he knew, or should have known, to be excessive and thereby breached any, or all of (in relation to the period up to 6 October 2011) Rules 1.02, 1.04, 1.05 and 1.06 of the 2007 Code, and (in relation to the period from 6 October 2011 onwards) Principles 2, 4, 5 and 6 of the Principles.**

18.1 On 26 April 2011, the Respondent wrote to the Executors and stated, amongst other things: "Our legal costs for the matter you have instructed us in will be 3% of the gross value of the estate plus VAT at 20% and disbursements…" The Inheritance Tax Account submitted by the Respondent to HMRC, stated that the gross value of the Estate was £370,865.56. Accordingly, the fees to be charged by the Firm in accordance with its letter dated 26 April 2011 should not have exceeded £11,125.97, that amount being 3% of the gross value of the Estate.

18.2 The following bills were held on the file:-

Date	Professional Charges	Disbursements & VAT	TOTAL
24.06.11	£44,000	£8,800	£52,800
01.02.12	£13,000	£2,604	£15,604
29.03.12	£11,000	£2,200	£13,200
09.07.12	£7,000	£1,400	£8,400

18.3 The total amount of professional charges was £75,000 (£90,000 inclusive of VAT). Ms Corbin, in her 6 July report, stated:

> "In my opinion the charges for completing the administration of the estate should be limited to 3%" and that "a reasonable charge for the work carried out in the administration of the estate to the point where [the Respondent] ceased acting amounts to £4,168.00 + VAT and disbursements"

18.4 The Applicant submitted that, in the circumstances, the fees claimed by the Respondent were manifestly excessive, and amounted to a 574% overcharge as against the 3% payable by virtue of the letter dated 26 April 2011, and a 1699% overcharge as against Ms Corbin's calculation of a reasonable charge for the work actually undertaken.

18.5 It was submitted that a solicitor, acting with integrity, did not seek sums from their client which they knew to be excessive. Further, it was not in the client's best interests to be presented with a bill which was not reasonable. Nor had a proper standard of service been provided with a bill that did not reflect the work charged for. The public would expect solicitors to be fair when delivering a bill, and the delivery of a bill that far exceeded the work actually undertaken would necessarily serve to diminish the trust the public places in solicitors and the reputation of the profession.

18.6 The Respondent, in his Answer dated 2 June 2017 stated that:

> "[Allegation 1.1] is not admitted. The beneficiary and the executor were made aware of the costs in this matter. It was a complex matter in that as the acting solicitor, I was responsible for looking after the entirety of the estate of the deceased. The executor, Mr Dews was made fully aware of the costs and indeed, as a partner at the time, had full access to the file. When the firm closed down in 2012, Mr Dews decided to employ contractors to remove files, information and storage cabinets from the premises without authority. A great deal of paperwork, files and sensitive information was discarded. I therefore do not know if any part of this particular file was discarded as I was not present. This was already explained to the SRA many years ago."

The Tribunal's Findings

18.7 The Tribunal determined that the Respondent was not entitled to take fees of more than the amount stated in the client care letter of 26 April 2011, namely "3% of the gross value of the estate plus VAT at 20% and disbursements". The costs taken by the Respondent represented a 574% overcharge. This was manifestly excessive. The Tribunal accepted and agreed with the evidence of Ms Corbin who stated that to vary the amount to be charged without any discussion with the client was improper.

18.8 The Tribunal also accepted the evidence of Mr Dews, and determined that, contrary to the assertions made by the Respondent, Mr Dews had not been made fully aware of the costs.

18.9 The Tribunal considered that the probate was not complex as suggested by the Respondent. Whilst he had a duty to protect the assets of the estate, and should have visited the property to ensure that works were progressing, this duty did not, and could not justify the fees he charged. Further, the costs of those visits ought to have been included in the 3% fee, which represented the totality of the fees that the Respondent could legitimately charge.

18.10 The Tribunal determined that it was clear that the Respondent's conduct was improper and in breach of his duties. A solicitor acting in his client's best interests would not overcharge that client by 574%. In failing to provide an accurate, or any bill, the Respondent had failed to provide a good or proper standard of service to his client. By charging and taking manifestly excessive sums, the Respondent had diminished the trust that the public placed in him as a solicitor, the profession and the provision of legal services. It was plain that in acting in the way that he did, the Respondent had failed to act with integrity. No solicitor acting with integrity would overcharge their clients in the way that the Respondent had done. Accordingly the Tribunal found beyond reasonable doubt that the Respondent had breached the Rules and Principles as pleaded and alleged, and thus found allegation 1.1 proved beyond reasonable doubt.

19. **Allegation 1.2 - Between 24 June 2011 and 9 July 2012 misappropriated client monies in the total sum of £90,000 belonging to the Estate of Mrs DMK and thereby breached (in relation to the period up to 6 October 2011 Rules 1.02 and 1.06 of the 2007 Code and Rule 22(1) of the SAR 1998, and (in relation to the period from 6 October 2011 onwards) Principles 2 and 6 and Rule 20.1 of the SAR 2011.**

19.1 It was submitted that the transfers made by the Respondent were not in accordance with the Accounts Rules. Both the 1998 and 2011 Accounts Rules required a solicitor to send out a bill of costs or other written notification of costs incurred prior to the withdrawal or transfer of monies from a client account to satisfy a solicitors professional charges. The Estate client account ledger showed the deduction of monies from client account as detailed in paragraph 18.2 above. There was no evidence in the file that the bills purportedly raised by the Respondent were sent to the Executors. SW LLP confirmed on behalf of Mr Dews that he had not received any such bills.

19.2 Ms Bruce submitted that a solicitor, acting with integrity was transparent about the costs his client was being asked to pay, and would ensure that the client had the opportunity to ask for the taxation of the bill in the event that there was concern over the amount of costs charged. A solicitor acting with integrity would also treat client money as sacrosanct and would ensure compliance with the Accounts Rules when dealing with client money. It was submitted that in failing to treat client money as sacrosanct, and acting in breach of the Accounts Rules in the way that he did, the Respondent had acted without integrity. Further, in transferring money from client to office account without first notifying his clients, the Respondent diminished the trust the public placed in him, the profession and the provision of legal services.

19.3 The Respondent, in his Answer dated 2 June 2017 stated that:

> "This is not admitted for the reasons stated in Allegation 1.1. The work in this matter was extensive which also included sometimes daily or weekly visits to the property of the deceased over a number of years. The property was, amongst other issues, flooded twice by internal leakages and it also transpired that it contained asbestos which had to be removed from the kitchen floor prior to marketing with an estate agent. This again was explained to the SRA many years ago and should have been dealt with internally along with allegation 1.1 above."

The Tribunal's Findings

19.4 Mr Dews stated, in his oral evidence, that none of the bills contained on the file had been sent to him, and that the first he became aware of the charges was when his solicitors informed him that the estate had been billed £90,000. The Tribunal accepted that evidence in its entirety. The Tribunal noted that the bills addressed to Mr Dews had been addressed to him at the office at a time when, as the Tribunal accepted, Mr Dews would attend the office very occasionally and for social reasons only. The Tribunal determined as a matter of fact that no bills had been sent by the Respondent to his clients and thus he was not entitled, in compliance with the Rules, to transfer any amounts from the client account in satisfaction of his professional fees. The transfers made were contrary to Rule 22(1) of the SAR 1998 and Rule 20.1 of the SAR 2011. In transferring the amounts as detailed in paragraph 18.2 above, the Respondent had misappropriated the total sum of £90,000.

19.5 The Tribunal determined that it was clear that the misappropriation of client funds diminished the trust the public would place in the Respondent as a solicitor and would also diminish the trust placed in the profession and the provision of legal services. Further, it was evident that no solicitor acting with integrity would misappropriate client funds in that way. Accordingly the Tribunal found allegation 1.2 proved beyond reasonable doubt as pleaded and alleged.

20. **Dishonesty**

20.1 The Applicant submitted that the appropriate test for dishonesty, as was accepted in Bultitude v Law Society [2004] EWCA Civ 1853, namely the combined test laid down in Twinsectra v Yardley and others [2002] UKHL 12 – the person has acted dishonestly by the ordinary standards of reasonable and honest people and realised that by those standards he or she was acting dishonestly.

20.2 It was submitted that in withdrawing sums from client account in respect of fees which were manifestly excessive and without first raising a bill, the Respondent had acted dishonestly by the standards of reasonable and honest people.

20.3 Further, not only were the Respondent's actions dishonest by ordinary standards, the Respondent knew that his actions were dishonest by those standards for the following reasons:

- He was an experienced solicitor who had been in practice for over 11 years. He had managed the practice of the Firm for over four years, and could be taken to be familiar with the Accounts Rules, and in particular, those rules which pertained to professional fees. The only obvious explanation for his decision to disregard those rules was that he was seeking to conceal the sums he was claiming from his client.

- The extent of the overcharging was such that he could not have genuinely believed his fees were reasonable. No honest solicitor would charge his client fees which were in excess of the value of the work actually undertaken.

- Not only were the fees excessive in comparison to the value of the work, but they also exceeded the costs estimate provided by the Respondent by 574%. An honest solicitor raising bills for work which exceeded their initial costs estimate would ensure that they had complete and full records of the work undertaken which could be produced to justify the charges. The Respondent had no such records to support the professional fees he claimed.

- An honest solicitor would give their client the opportunity to object to the actual amount claimed prior to taking payment. The Respondent transferred monies from client account in satisfaction of his bills on the day the bills were raised without giving his client prior notice of his intention to do so.

- An honest solicitor when incurring costs that were substantially in excess of the estimate given would be expected, it was submitted, to advise their client as to the increase in costs as the matter progressed, and to provide the client with a revised costs estimate. The Respondent did not issue a revised estimate to the Executors, nor did he advise them that the original costs estimate was inaccurate. The letter sent by the Respondent dated 21 September 2011 to the residuary beneficiary, explaining that the costs "would far exceed £50,000 plus VAT" did not remedy the Respondent's failure to advise the Executors as to the position on costs; the duty to advise as to costs was owed by the Respondent to his clients.

- The Respondent explained that the level of charges were necessary due to his overseeing building works at Mrs DMK's former home. The Applicant submitted that this was not an ordinary part of a solicitors work; his failure to delegate that work to a more appropriately qualified professional could only be explained on the basis that the Respondent was "anxious to secure the fees for supervising those works for himself." An honest solicitor, it was submitted, would not undertake work for a client which was not an ordinary part of their practice in order to generate additional fees.

20.4 The Tribunal considered that the Respondent's denial of allegations 1.1 and 1.2 inferred that he also denied dishonesty. The Tribunal accepted that the appropriate test for dishonesty was that contained in Twinsectra. The Tribunal determined that reasonable and honest people operating ordinary standards of honesty would consider that manifestly excessive charges and the misappropriation of client money was dishonest and accordingly found that the objective element of the Twinsectra test was proved beyond reasonable doubt.

20.5 The Tribunal determined that the Respondent was fully aware of what he was doing. He knew that the bills had not been sent out, and knew that his charges were not justifiable and were manifestly excessive. The Tribunal noted that he had purportedly sent a letter dated 21 September 2011 to the residual beneficiary, stating that the costs would far exceed £50,000.00. The residual beneficiary was not the client; no such letter advising the clients that this was the position was found on the file. The Tribunal found the Respondent's explanations for the amounts charged to be implausible, and did not accept his evidence in that regard. The Tribunal had no hesitation in finding, beyond reasonable doubt that the Respondent knew that by ordinary standards his actions were dishonest.

20.6 Accordingly, the Tribunal found beyond reasonable doubt that the Respondent had been dishonest as pleaded and alleged.

Previous Disciplinary Matters

21. None.

Mitigation

22. None.

Sanction

23. The Tribunal had regard to the Guidance Note on Sanctions (5th Edition-December 2016). The Tribunal's overriding objective, when considering sanction, was the need to maintain public confidence in the integrity of the profession. In determining sanction, it was the Tribunal's role to assess the seriousness of the proven misconduct and to impose a sanction that was fair and proportionate in all the circumstances.

24. The Tribunal considered that the Respondent's conduct had been motivated by his own personal self-interest and financial gain. His actions were clearly planned and were in breach of the considerable trust that had been placed in him by his clients. He had taken advantage of the fact that the residual beneficiary was not a family member but a charity that would be grateful for whatever bequest it received. He was entirely in control and completely responsible for his misconduct. He was an experienced solicitor who knew the requirements in relation to client monies and the rendering of bills in relation to professional fees. His conduct was a considerable departure from the standards expected of solicitors and he had caused considerable harm to the reputation of the profession. Depriving a charity of monies that had been bequeathed to it was disgraceful; misconduct did not get much worse than that. The Respondent's conduct was aggravated by his proven dishonesty. In creating four separate bills over a 13 month period, it was clear that the Respondent's actions were deliberate calculated and repeated over a period of time. He had tried to conceal his wrongdoing both in the production of the bills and by way of the letter dated 21 September 2011 addressed to the residual beneficiary. The Tribunal found that the Respondent knew that his conduct was in material breach of his obligation to protect the public and the reputation of the profession. It was clear that the Respondent had no insight into his misconduct, having described the proceedings against him as "frivolous"; on the

contrary, the Respondent's misconduct was of the utmost gravity. Whilst no mitigation had been advanced, the Tribunal noted that the Respondent had a previously unblemished record.

25. Given the serious nature of the allegations, the Tribunal considered and rejected the lesser sanctions within its sentencing powers such as no order, a reprimand or restrictions. The Tribunal had regard to the case of Bolton v Law Society [1994] 2 All ER 486 in which Sir Thomas Bingham stated:

> "....Lapses from the required standard (of complete integrity, probity and trustworthiness)....may....be of varying degrees. The most serious involves proven dishonesty....In such cases the tribunal has almost invariably, no matter how strong the mitigation advanced by the solicitor, ordered that he be struck off the roll of solicitors."

26. The Tribunal did not find any circumstances (and indeed none were submitted) that were enough to bring the Respondent in line with the residual exceptional circumstances category referred to in the case of Solicitors Regulation Authority v Sharma [2010] EWHC 2022 Admin. The Tribunal found that the seriousness of the Respondent's misconduct was at the highest level such that the protection of the public and the protection of the reputation of the profession required that he be struck off the Roll of Solicitors.

Costs

27. Ms Bruce submitted that whilst the costs incurred in this matter were entirely reasonable, there should be some consequential reductions to reflect the shortened hearing. Further, any reduction that the Tribunal chose to make due to the Applicant's late withdrawal of allegations 1.3 and 1.4 should be minimal. The majority of the documents exhibited to the Rule 5 Statement related to allegations 1.1 and 1.2 which formed the gravamen of the case against the Respondent; the time expended and the documentation in relation to allegations 1.3 and 1.4 was marginal.

28. The Tribunal considered that there should be a reduction in the amounts charged by the Applicant to reflect the late withdrawal of allegations 1.3 and 1.4. It accepted that this was not the major part of the Applicant's case, however time was expended on the investigation and the making of those allegations and the Respondent had dealt with those matters in his Answer. The Tribunal also made a number of reductions as a consequence of the reduced hearing time, including counsels estimated costs for attendance at the hearing, and travel and accommodation expenses for witnesses. Accordingly, the Tribunal determined that of the £14,286.30 initially claimed, the reasonable and proportionate amount of costs that the Applicant should recover was £10,000.00.

Statement of Full Order

29. The Tribunal Ordered that the Respondent, CHRISTOPHER WILLIAM EDWIN GREENMAN, solicitor, be STRUCK OFF the Roll of Solicitors and it further Ordered that he do pay the costs of and incidental to this application and enquiry fixed in the sum of £10,000.00.

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

D. Green
Chairman