

# **SOLICITORS DISCIPLINARY TRIBUNAL**

IN THE MATTER OF THE SOLICITORS ACT 1974

Case No. 11714-2017

## **BETWEEN:**

SOLICITORS REGULATION AUTHORITY

Applicant

and

ROBERT NIGEL WIGGANS

Respondent

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Before:

Mr J. C. Chesterton (in the chair)

Ms A. Horne

Mr M. Palayiwa

Date of Hearing: 2 March 2018

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## **Appearances**

There were no appearances as the matter was dealt with on the papers.

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## **JUDGMENT ON AN AGREED OUTCOME**

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## **Allegations**

1. The Allegations made against the Respondent by the Applicant were that:
  - 1.1 By making five improper transfers from client account to office account between 9 November 2015 and 31 August 2016, totalling £86,150.00, he has breached all, or alternatively any, of the following:
    - 1.1.1 Principle 2 of the SRA Principles 2011 (“the Principles”) - you must act with integrity
    - 1.1.2 Principle 4 of the Principles - you must act in the best interests of each client;
    - 1.1.3 Principle 6 of the Principles - you must behave in a way which maintains the trust the public places in you and in the provision of legal services;
    - 1.1.4 Principle 8 of the Principles - you must run your business or carry out your role in the business effectively and in accordance with proper governance and sound financial risk management principles;
    - 1.1.5 Principle 10 of the Principles- you must protect client money and assets;
    - 1.1.6 Rule 20.1 of the SRA Accounts Rules 2011(“the SAR”) which says that client money may only be withdrawn from client account when it is, inter alia, properly required for a payment to or on behalf of the client, properly required for the payment of disbursement on behalf of the client or trust and withdrawn on the client’s instructions provided the instructions are for the client’s convenience and are given in writing, or are given by other means and are confirmed by you to the client in writing.
  - 1.2 By failing to keep accounting records to accurately show the position with regard to money held for each client or trust he breached all, or alternatively any, of the following:
    - 1.2.1 Principle 2 of the Principles - you must act with integrity
    - 1.2.2 Principle 4 of the Principles - you must act in the best interests of each client;
    - 1.2.3 Rule 1.2(f) of the SAR which says that you must comply with the Principles set out in the Handbook, and the outcomes in chapter 7 of the SRA Code of Conduct in relation to the effective financial management of the firm and, in particular, must keep proper accounting records to show accurately the position with regard to the money held for each client and trust.
    - 1.2.4 Rule 6.1 of the SAR which says that all the principals in a firm must ensure compliance with the rules by the principals themselves and by everyone employed in the firm. This duty also extends to the directors of a recognised body or licensed body which is a company, or to the members of a recognised body or licensed body which is an LLP, It also extends to the COFA of a firm (whether a manager or non-manager).

- 1.2.5 Rule 29.1(a) of the SAR which says that you must at all times keep accounting records properly written up to show your dealings with: a) client money received, held or paid by you; including client money held outside a client account under rule 15.1(a) or rule 16.1 (d).
- 1.3 He failed to remedy breaches of the SAR promptly on discovery in breach of Rule 7.1 of the SAR.
2. Dishonesty was alleged against the Respondent with respect to the Allegations 1.1 and 1.2 but dishonesty was not an essential ingredient to prove those Allegations.

### **Documents**

3. The Tribunal had before it the following documents:-
- Application and Rule 5 Statement dated 13 September 2017
  - Character References
  - Statement of the Respondent dated 30 November 2017
  - Statement of Agreed Facts and Indicated Outcome

### **Factual Background**

4. The Respondent was born in 1959 and was admitted to the Roll on 1 October 1987. At the time of the hearing his name remained on the Roll but he did not hold a current practising certificate, his practising certificate having been suspended when the SRA intervened into the Firm.
5. At the material time the Respondent was a partner at Hellewell Pasley & Brewer (“the Firm”), 66/68 Daisy Hill, Dewsbury, West Yorkshire, WF13 1L. He was also the Firm’s Compliance Officer for Finance and Administration (“COFA”).

### **Application for the matter to be resolved by way of Agreed Outcome**

6. The parties invited the Tribunal to deal with the Allegations against the Respondent in accordance with the Statement of Agreed Facts and Indicated Outcome (“the Agreed Outcome”) annexed to this Judgment. The parties submitted that the outcome proposed was consistent with the Tribunal’s Guidance Note on Sanctions.

### **Findings of Fact and Law**

7. The Applicant was required to prove the Allegations beyond reasonable doubt. The Tribunal had due regard to the Respondent’s rights to a fair trial and to respect for his private and family life under Articles 6 and 8 of the European Convention for the Protection of Human Rights and Fundamental Freedoms.
8. The Tribunal reviewed all the material before it and was satisfied beyond reasonable doubt that the Respondent’s admissions were properly made.

9. The Tribunal considered the Guidance Note on Sanction (December 2016). In doing so the Tribunal assessed the culpability and harm identified together with the aggravating and mitigating factors that existed.
10. The Respondent had made admissions to serious professional misconduct which included dishonesty. His misconduct involved the misappropriation of client funds to meet the Firm's overheads, and had resulted in a cash shortage of more than £86,000. This was a significant sum and the Tribunal noted that this had taken place over many months and was not a one-off. The Respondent was operating at partner-level at the material time and was a very experienced solicitor. He also had additional responsibilities as the Firm's COLP. His culpability was assessed as high. The harm caused was inevitably substantial when client monies, which ought to be sacrosanct, were improperly withdrawn from client account. Despite the Respondent's stated intention to repay the amounts withdrawn, when the Firm's finances allowed, there was the obvious potential for loss in such circumstances, and the damage to the reputation of the profession was substantial.
11. The Tribunal noted the mitigation put forward by the Respondent and recognised that he took full responsibility for his actions. The misconduct was clearly too serious for a reprimand, fine or suspension in light of the lack of integrity and dishonesty on the part of the Respondent. The only appropriate sanction that would properly reflect the gravity of the misconduct and protect the public and the reputation of the profession was a strike-off.
12. The Tribunal considered whether there were any exceptional circumstances that could justify a lesser sanction. The Tribunal had regard to the character references submitted on the Respondent's behalf. They spoke well of him and it was clear that he was highly regarded both as a solicitor and as an individual. He had also been under pressure at the material time. However the Tribunal did not find these to be circumstances that were exceptional.
13. The only appropriate and proportionate sanction was that the Respondent be struck-off the Roll and the Tribunal therefore approved the sanction proposed by the parties.

#### **Costs**

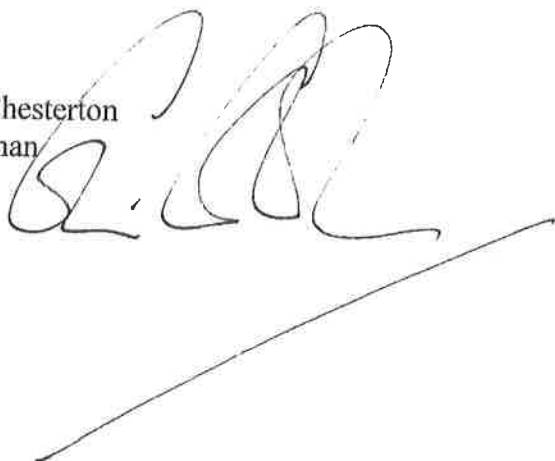
14. The parties had agreed costs in the sum of £9,777.96. The Tribunal was satisfied that this was an appropriate sum and approved this element of the Agreed Outcome.

#### **Statement of Full Order**

15. The Tribunal Ordered that the Respondent, ROBERT NIGEL WIGGANS, 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 £9,777.96.

Dated this 12<sup>th</sup> day of March 2018  
On behalf of the Tribunal

J. C. Chesterton  
Chairman

A handwritten signature in black ink, appearing to be 'J.C. Chesterton', written over a long, thin horizontal line.

Judgment filed  
with the Law Society  
on 13 MAR 2018

**Number:**

**IN THE MATTER OF THE SOLICITORS ACT 1974 (AS AMENDED)**

**SOLICITORS REGULATION AUTHORITY**

**APPLICANT**

**AND**

**ROBERT NIGEL WIGGANS**

**RESPONDENT**

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**STATEMENT OF AGREED FACTS AND INDICATED OUTCOME**

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1. By its Application dated 13 September 2017, and Statement pursuant to Rule 5(2) Solicitors (Disciplinary Proceedings) Rules 2007, which accompanied that Application, the Solicitors Regulation Authority ("SRA") brought proceedings before the Solicitors Disciplinary Tribunal concerning the conduct of the Respondent.

**Allegations**

2. The allegations against the Respondent, Robert Nigel Wiggans, are as follows:
  - 2.1 By making five improper transfers from client account to office account between 9 November 2015 and 31 August 2016, totalling £86,150.00, he has breached all, or alternatively any, of the following:
    - 2.1.1 Principle 2 of the SRA Principles 2011 ("the Principles") - you must act with integrity
    - 2.1.2 Principle 4 of the Principles - you must act in the best interests of each client;
    - 2.1.3 Principle 6 of the Principles - you must behave in a way which maintains the trust the public places in you and in the provision of legal services;
    - 2.1.4 Principle 8 of the Principles - you must run your business or carry out your role in the business effectively and in accordance with proper governance and sound financial risk management principles
    - 2.1.5 Principle 10 of the Principles- you must protect client money and assets;
    - 2.1.6 Rule 20.1 of the SRA Accounts Rules 2011("the SAR") which says that client money may only be withdrawn from client account when it is, inter alia, properly required for a payment to or on behalf of the client, properly required for the payment of a disbursement on behalf of the client or trust and withdrawn on the client's instructions provided the instructions are for the

client's convenience and are given in writing, or are given by other means and are confirmed by you to the client in writing.

- 2.2 By failing to keep accounting records to accurately show the position with regard to money held for each client or trust he breached all, or alternatively any, of the following:
- 2.2.1 Principle 2 of the Principles - you must act with integrity
  - 2.2.2 Principle 4 of the Principles - you must act in the best interests of each client;
  - 2.2.3 Rule 1.2(f) of the SAR which says that you must comply with the Principles set out in the Handbook, and the outcomes in chapter 7 of the SRA Code of Conduct in relation to the effective financial management of the firm and, in particular, must keep proper accounting records to show accurately the position with regard to the money held for each client and trust.
  - 2.2.4 Rule 6.1 of the SAR which says that all the principals in a firm must ensure compliance with the rules by the principals themselves and by everyone employed in the firm. This duty also extends to the directors of a recognised body or licensed body which is a company, or to the members of a recognised body or licensed body which is an LLP, It also extends to the COFA of a firm (whether a manager or non-manager).
  - 2.2.5 Rule 29.1(a) of the SAR which says that you must at all times keep accounting records properly written up to show your dealings with: a) client money received, held or paid by you; including client money held outside a client account under rule 15.1(a) or rule 16.1 (d).
- 2.3 He failed to remedy breaches of the SAR promptly on discovery in breach of Rule 7.1 of the SAR.
3. It is further alleged that the Respondent was dishonest in relation to the misconduct set out in paragraphs 2.1 and 2.2 above.

### **Admissions**

- 4. The Respondent admits all of the allegations made against him, including the allegations of dishonesty.
- 5. The SRA has considered the admissions made by the Respondent and has considered, in the light of those admissions, whether the outcome proposed in this document is in the public interest having regard to the seriousness of the matters alleged. The SRA is satisfied that the admissions and outcome proposed is in the public interest and that it is a proportionate and appropriate way of resolving this matter.

### **Agreed Facts**

- 6. The Respondent resides **REMOVED BY TRIBUNAL PRIOR TO PUBLICATION**. He was born in 1959 and was admitted to the Roll on 1

Roll on 1 October 1987. He does not hold a current practising certificate, his practising certificate was suspended when the SRA intervened into the firm (see paragraph 9 below). However, his name remains on the Roll of Solicitors.

7. At the material time the Respondent was a partner at Hellewell Pasley & Brewer ("firm"), 66/68 Daisy Hill, Dewsbury, West Yorkshire, WF13 1L. He undertook conveyancing work. He was also the firm's Compliance Officer for Finance and Administration ("COFA")
8. Having obtained authorisation a Forensic Investigation by the SRA commenced on 3 March 2017 which culminated in a Forensic Investigation Report ("FIR") dated 23 March 2017.
9. As a consequence of the FIR, a SRA Adjudication Panel sitting on 20 April 2017 resolved to intervene into the firm. The intervention into the firm took place on 24 April 2017.

**Allegations 1.1, 1.2 and 1.3 - Improper transfers from client account to office account, failure to keep accounting records to accurately show the position with regard to money held for each client or trust and failure to remedy breaches promptly**

10. The FIR identified an agreed cash shortage of £86,150.00 existed as at 31 January 2017. The shortage was created by three improper transfers from client account to office account and two purported receipts which were listed on the client bank reconciliation as "unreconciled adjustments".

CB Properties - Improper transfer of £20,000.00

11. The client matter ledger CEL0031 named the Respondent as the fee earner with conduct of the matter and showed the following transactions:

| Date      | Ref   | Narrative                           | Debit     | Credit    |
|-----------|-------|-------------------------------------|-----------|-----------|
| Balance   |       | Opening Balance                     |           |           |
| 40,000.00 |       |                                     |           |           |
| 9.11.15   | 5720  | Returning monies not Proceeding Yet | 20,000.00 |           |
| 10.11.15  | B/TT  | Property Company                    |           | 15,545.00 |
| 35,545.00 |       |                                     |           |           |
| 12.11.15  | 5720  | Cancel Office                       |           | 20,000.00 |
| 55,545.00 |       |                                     |           |           |
|           |       | Cheque                              |           |           |
| 12.11.15  | B/T9A | Transfer Client to Office           | 20,000.00 |           |
| 1.12.15   | B/TT  | Jordans                             | 35,000.00 |           |
| 545.00    |       |                                     |           |           |

12. The Forensic Investigation Officer ("FIO") noted that the £20,000.00 paid out on 9 November 2015 was shown as paid out by an office account cheque. The FIO identified the cheque stub for 005720 and noted that the original had been tippexed out and now read "CEL0031 Sale Not". On reading the back of the cheque the FIO could see written under the Tippex what appeared to be "Box 111".



13. The office account bank statement showed that on 9 November 2015 £20,000.00 was transferred from client account to office account. The narrative for the transfer was *"To cover cheque 5720"*. A review of the office account bank statements for November 2015 and December 2015 did not show that cheque 005720 had cleared through office bank account during that period.

14. The FIO noted that the bank statements showed that on the same day that £20,000.00 was transferred to office account the following office payments were made:

|             |                  |
|-------------|------------------|
| HMRC        | £2,500.00        |
| LDF Finance | £16,016.60       |
| Option Box  | <u>£1,892.00</u> |
| Total       | £20,048.60       |

Without the transfer of £20,000.00 from client account there were insufficient funds held in the office account on 9 November 2015 to make the above payments.

15. The cancelling of the office account cheque, as recorded on the matter ledger, on 12 November 2015 created an office account debit of £20,000.00. This was cleared by the £20,000.00 transfer from client account to office account on the same day which resulted in a £0.00 balance on the office account.

16. On 18 July 2016 £20,000.00 was credited to the office account with reference *"005720 Cancel office cheque"*. The ledger showed that on the same date £20,000.00 was transferred from office to client account.

17. The firm's bank reconciliation as at 31 January 2017 showed £20,000.00 listed as an unreconciled transaction since 18 July 2016. The narrative for the unreconciled receipt is *"Transfer Office to Client"*.

18. From a review of the client ledger it would appear that £20,000.00 was incorrectly transferred from client account to office account on 9 November 2015 and that these funds were not returned to the client as stated on the matter ledger.

19. On 14 March 2017 the FIO discussed with the Respondent the client to office transfer of £20,000.00 on 9 November 2015 which was allocated to the matter ledger CEL0031. The Respondent stated that he agreed that the £20,000.00 had been improperly transferred and *"needs replacing"*.

20. The FIO asked who would have authorised the client to office transfer of £20,000.00. The Respondent replied *"in theory it would be me. The responsibility stops with me"*.

21. On 20 March 2017 the FIO asked the Respondent to explain why cheque 005720 did not clear out of the firm's office account. He responded that he did not have an explanation.

22. The FIO asked the Respondent if the cheque had never been sent out because the funds transferred from client account had been immediately used to pay office liabilities. The Respondent responded *"You would hope that everything was done correctly. Every day I am looking for money and I have to find the money. Even today the office account is overdrawn by £700.00"*. He added that it should not have happened and that the client to office transfer of £20,000.00 was incorrect.
23. The Respondent said that *"it must have been me"* who authorised the client to office transfer on the matter.

A Developments Ltd - Improper transfers of £15,000.00 and £25,200.00

24. The firm were instructed to act for A Developments Ltd in November 2015 on their sale of land at Thornton Road, Bradford. The matter was initially dealt with by another fee earner but the matter was re-assigned to the Respondent when the initial fee earner left the firm in December 2015.
25. On 27 November 2015 £198,000.00 was received into the client account as a deposit towards the sale of the land. The completion of the sale was not to take place until 12 months after the date of exchange.
26. Between 27 November 2015 and 8 March 2016, various payments were made out of the client account on behalf of the client. Written instructions from the client for these payments and disbursements appear on the client file.
27. On 29 March 2016, bill number "B/786A" was raised for £15,000.00 and costs for this amount were transferred from client account to office account.
28. On 4 May 2016, bill number "B/000" was raised for £25,200.00 00 and costs for this amount were transferred from client account to office account.
29. There were no copies of bill numbers B/786A and B/000 on the matter file and there was no correspondence with the client in relation to raising these bills.
30. On 14 March 2017 the FIO asked the Respondent about the two costs transfers totalling £40,200.00. He replied that after these transfers had been brought to his attention by an accountant he had *"come to the conclusion"* that these transfers were not correct. He added that *"[those] costs shouldn't be on that account at all"*.
31. The Respondent said that he had initially thought that the costs should have been allocated to the probate matter of Mrs D. The FIO said that she had reviewed the client matter and ledger card and could not see any reference to costs being incurred and raised on this matter on the date of the two costs transfers. The Respondent said he would need to look at Mrs D's file.
32. The FIO asked the Respondent if he agreed that £40,200.00 costs transfers allocated to the client ledger for A Developments needed to be repaid into client account. He replied *"it has to be"*.
33. The FIO asked if the improper transfers on CB Properties and A Developments were an example of the firm's misappropriation of client funds. The Respondent replied *"I wouldn't have thought so, I need to find money to make it work but wouldn't have thought it was misappropriation"*.

#### Unreconciled Adjustments - £25,950

34. The client account bank reconciliation as at 31 January 2017 showed two receipts listed as "unreconciled adjustments" as follows:

|         |     |            |
|---------|-----|------------|
| 31.8.16 | TFR | £5,950.00  |
| 31.8.16 | TFR | £20,000.00 |

35. On 14 March 2017 the FIO asked the Respondent to explain these unreconciled adjustments. The Respondent said he would have to look into these and discuss them with his accounts manager, and would revert to the FIO.
36. In an email dated 16 March 2017 the Respondent stated "*The transfers which on the day of investigation you were unable to allocate are all allocated to ledgers with the exception of £5,950.00 on 31 August 2016 and is therefore an addition to the figure outstanding...*".
37. In his email the Respondent also stated "*The £20,000.00 figure on 31 August 2016 is a transfer in error. Jayne [the accounts manager] on reviewing the paperwork believed that there was £20,000 remaining in my mother and father's ledger WIG0063 to transfer. Jayne informed me of this and I authorised the transfer which was later shown to be incorrect and is therefore an addition to the figure outstanding...*".
38. On 20 March 2017 the FIO asked the Respondent to confirm that the transfer of £5,950.00 from client to office account was an improper transfer and that the funds needed replacing. The Respondent confirmed that this was correct.
39. On 20 March 2017 the FIO asked the Respondent to confirm that the transfer of £20,000.00 from client to office account was an improper transfer and that the funds needed replacing. The Respondent confirmed that this was correct.
40. The FIO asked the Respondent why these transfers had appeared as unreconciled adjustments on client bank reconciliations since 31 August 2016. The Respondent responded that he had known that these funds needed replacing and that he had had "*a very slow aim to do so by 1 May 2017*".
41. Due to the unreliability of the books of account the FIO could not identify the exact amount of the cash shortage in the client account but identified a minimum cash shortage of £86,150.00. On 20 March 2017 the Respondent confirmed that he agreed that there was a minimum cash shortage of £86,150.00 and assumed responsibility for it. He said "*I can't argue with anything. I knew about it*".
42. The Respondent confirmed to the FIO that he was unable to replace the shortage and was going to arrange a loan from family members which to date have not materialised. Therefore the shortage has not been replaced.

#### **Dishonesty**

43. The Respondent's actions were dishonest in accordance with the test for dishonesty stated by the Supreme Court in Ivey v Genting Casinos (UK) Ltd [2017] UKSC 67, which applies to all forms of legal proceedings:

*"When dishonesty is in question the fact-finding tribunal must first ascertain (subjectively) the actual state of the individual's knowledge or belief as to the facts. The reasonableness or otherwise of his belief is a matter of evidence (often in practice determinative) going to whether he held the belief, but it is not an additional requirement that his belief must be reasonable; the question is whether it is genuinely held. When once his actual state of mind as to knowledge or belief as to facts is established, the question whether his conduct was honest or dishonest is to be determined by the fact-finder by applying the (objective) standards of ordinary decent people. There is no requirement that the defendant must appreciate that what he has done is, by those standards, dishonest".*

44. The Respondent acted dishonestly by the standards of ordinary decent people in making five improper transfers from client account to office account, totalling £86,150.00, and, by failing to keep accounting records to accurately show the position with regard to money held for each client. By his admission to the allegations made against him by the SRA, he has accepted that he knew and believed that those actions were dishonest.

#### **Mitigation**

45. In mitigation the following is put forward by the Respondent and is not endorsed by the SRA:

45.1 The Respondent assumes full responsibility for his actions in these proceedings. The Respondent accepts the breaches imposed and would like to apologise to everyone in the profession for his behaviour. The Respondent accepts that it was necessary for the SRA to intervene.

45.2 When the Respondent first joined as a Partner, the firm was not in the strongest financial position and this continued until the financial crisis in 2008. At the time of the financial crisis approximately 60-70% of the firm's turnover came from property and conveyancing work. It was during this period the firm's workload and income significantly started to reduce.

45.3 The firm lacked leadership and the fee earners were also unable to reach their targets of three times their wage. Various efforts were made to incentivise fee earners, such as bonus schemes, however due to the way this was introduced, it led to even more difficulties.

45.4 Pressure increased constantly each hour bringing more difficulties with dealing with the Bank repayments, staff wages, unhappy client's and management. The Respondent found himself in a very difficult position, as whilst the majority of staff were still relying on him to resolve issues arising, he had very little influence or power to make changes due to the structure of the Partnership.

45.5 The Respondent was very naïve during this period and took on far too much responsibility. He did not look at matters from a commercial prospective as there was no respite from the day to day issues arising.

45.6 The pressure led to the Respondent suffering from health problems due to the stress involved and in August 2009 he suffered from a severe panic attack and was

prescribed medication which has continued to be required to alleviate the symptoms. Despite these personal problems, he continued to work.

45.7 In 2015 the Bank had noticed the firm's poor management figures and it was agreed and the Bank were in the process of converting the overdraft facility to a loan. This would reduce the repayments.

45.8 In December 2015 one of the three Partners in the firm left at very short notice. The remaining Partners were now in a very difficult position trying to resolve the many various issues arising from the change in the Partnership.

45.9 The change in the Partnership had major financial consequences as firstly, the Bank withdrew the offer of conversion of the overdraft to a loan ultimately in 2016 requesting full repayment of the loan and secondly, the sum due to the firm from the leaving partner had yet to be agreed.

45.10 The Respondent believed he had to improve the financial health of the firm to ensure its survival but at the same time pressures were mounting from all directions.

45.11 The firm's other Partner was also struggling with his health and it was left to the Respondent to "fight the losing battle" and despite the Respondent investing considerable sums of money into the firm, he was unable to resolve the firm's financial difficulties. The Respondent has since the Intervention been declared bankrupt.

45.12 The Respondent provides three character references for consideration from the following:

1. A Reverend of, Methodist Minister Huddersfield District
2. A Minister of Shelley Methodist Church
3. A Chief Executive of Age UK Wakefield District
4. Admin Staff at Hellewell Pasley and Brewer

45.13 The Respondent has the upmost respect for this profession.

### **Outcome**

46. The Respondent accepts that the seriousness of his admitted misconduct is such that neither a reprimand, a fine or being suspended from practice would be a sufficient sanction.

47. The Respondent accepts that the protection of the public and the protection of the reputation of the profession justifies him being struck off the Roll of Solicitors.

48. The SRA and the Respondent submit to the Tribunal that the following are appropriate outcomes and are consistent with the seriousness of the matters admitted and with the Tribunal's Guidance Note on Sanctions:

48.1 An order that the Respondent be struck off the Roll of Solicitors; and

48.2 Further ordering that the Respondent do pay the SRA costs of the application and enquiry in the sum of £9,777.96.

**Explanation as to why such an order would be in accordance with the Tribunal's sanction guidance**

49. The Respondent was a partner in the firm and the firm's COFA at the time of the misconduct. He had direct control and responsibility for the circumstances giving rise to the misconduct. His motivation for misappropriating client monies and making improper transfers from client to office account in was to fund the business. His actions were planned, when he needed money for the business he would transfer monies from client account to office account, regardless as to whether it was properly due. By using client money in this way, the Respondent agrees that he acted in breach of a position of trust. The Respondent has caused harm to clients in using their money to run his business. The Respondent attempted to conceal the misconduct by false accounting. The harm caused was reasonably foreseeable. His level of culpability was correspondingly high.
50. The Respondent's conduct in dishonestly making improper transfers to the value of £86,150.00 was a significant departure from the "*complete integrity, probity and trustworthiness*" to be expected of a solicitor. Furthermore, the Respondent improperly deprived his clients of significant sums of money. The harm caused by his actions was also serious.
51. The following factors aggravate the seriousness of the Respondent's misconduct:
- 51.1 the misconduct involves dishonesty;
  - 51.2 the misconduct in relation to the breaches of the SAR 2011 was deliberate and repeated.
  - 51.3 the misconduct continued over a period of approximately 8 months;
  - 51.4 the misconduct involved the concealment of wrong doing.
  - 51.5 the misconduct occurred where the Respondent knew or ought to reasonably to have known that the conduct complained of was in material breach of obligations to protect the public and the reputation of the legal profession.
52. The Respondent made admissions at an early stage. His response to the SRA's Rule 5 Statement is dated 30 November 2017. He has cooperated with the SRA which is a mitigating factor.
53. The public expects solicitors to act with integrity, behave in a way that maintains the trust the public places in them and protect clients' money. The most serious misconduct involves dishonesty, whether or not leading to criminal proceedings and criminal penalties. A finding that an allegation of dishonesty has been proved will almost invariably lead to striking off, save in exceptional circumstances as detailed above.

Dated this      day of February 2018

.....  
Mark Gibson on behalf of the SRA

~~.....~~  
Syedur Rahman on behalf of the Respondent

Rahman Ravelli Solicitors