SOLICITORS DISCIPLINARY TRIBUNAL

IN THE MATTER OF THE SOLICITORS ACT 1974 Case No. 11854-2018

BETWEEN:

SOLICITORS REGULATION AUTHORITY Applicant

and

JOSEPH EDGAR VINCENT ROE Respondent

Before:

Mr R. Nicholas (in the chair)
Mr G. Sydenham
Mrs L. McMahon-Hathway

Date of Hearing: 13 January 2020

Appearances

Grace Hansen, barrister of Capsticks Solicitors LLP of 1 St George's Road, Wimbledon, London, SW19 4DR for the Applicant.

The Respondent did not appear and was not represented.

JUDGMENT

Allegations

1. The allegations against the Respondent made by the Solicitors Regulation Authority ("SRA") were that while practising as the principal (manager/director) at Brynmawr Law Limited, Ebbw Vale, Wales ("the Firm"):

1.1. Between around 22 June 2012 and 10 August 2013, he failed to take any or any adequate steps to prevent improper payments being made from the client account to VPR … for the sum of around £148,258.58 … and thereby breached any or all of Principles 2, 4, 6 and 10 of the SRA Principles 2011 ("the Principles") and/or Outcome 11.2 of the SRA Code of Conduct 2011 ("the Code") and/or Rule 14.5 of the SRA Accounts Rules 2011 ("the Accounts Rules").

1.2 Between about March 2016 and December 2016, he failed to run his business effectively and in accordance with proper governance and sound financial and risk management principles, in:

1.2.1 failing to reconcile the client accounts every five weeks;

1.2.2 failing to store client files securely;

1.2.3 permitting a person not employed by or contracted with the Firm to have unrestricted access to the Firm's premises;

1.2.4 failing to carry out the roles of COLP, COFA and MLRO;

and thereby breached Principle 8 the SRA Principles and/or Rule 29.12 of the Accounts Rules.

2. Recklessness was alleged with respect to the allegation at paragraph 1.1 above, however, recklessness was not an essential ingredient for the proof of that allegation.

Documents

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

- Application Notice
- Rule 5 Statement and Exhibit MLR1 dated

Preliminary Matter

Application to Proceed in the Respondent's Absence

4. The Respondent did not attend the hearing and was not represented. Ms Hansen submitted that the Respondent had exercised his right not to attend. The Respondent had originally been due to file and serve his Answer to the Rule 5 Statement in September 2018. No Answer was filed or served. On 3 October 2018, a letter was sent to the Tribunal explaining that the Respondent was unwell. The Tribunal directed that the Respondent file and serve a medical report which should detail the

Respondent's medical condition and prognosis, his ability to participate effectively in the proceedings and any reasonable adjustments that could facilitate his participation.

5. The Respondent was seen by a medical expert on 27 June 2019. A medical report dated 1 July 2019 determined that the Respondent was able to participate in the proceedings with reasonable adjustments put in place to take account of his medical condition.

6. Other than the engagement with the medical expert, the Respondent had not engaged with the proceedings.

7. Ms Hansen referred the Tribunal to the cases of R v Jones [2002] UKHL 5 and GMC v Adeogba [2016] EWCA Civ 162 which the Tribunal must have in mind when considering whether to proceed in the absence of the unrepresented Respondent. Ms Hansen submitted that the Respondent was fully aware of the proceedings and had chosen not to attend. In the circumstances it was in the public interests to proceed in his absence.

The Tribunal's Decision

8. The Tribunal was satisfied that the proceedings, and notice of the hearing date, had been properly served on the Respondent. The Tribunal noted that an email from the Tribunal dated 28 August 2019 had been sent to the Respondent which notified him of the hearing date. There was also further correspondence from Capsticks informing the Respondent of the hearing date.

9. The Respondent had made no contact with the Applicant or the Tribunal regarding this matter, save in relation to his health issues. The Tribunal had regard to the principles in Jones and Adeogba. There was nothing to indicate that the Respondent would attend or engage with the proceedings if the case were adjourned. The Respondent had not instructed solicitors in this matter. He had previously been assisted by Mr Maddox, however, Mr Maddox had made clear that whilst he was assisting the Respondent, he was not instructed in this matter. Whilst it would be disadvantageous to the Respondent to proceed in the absence of his version of events, the Tribunal had afforded the Respondent every opportunity to supply an Answer to the proceedings and had on numerous occasions, extended the time by which his Answer was to be filed and served. The Respondent had not filed or served any Answer, nor had he given any indication as to whether he disputed the allegations.

10. 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. In the light of these circumstances, it was just to proceed with the case, notwithstanding the Respondent's absence.

Factual Background

11. The Respondent was admitted to the Roll in March 1974. At all relevant times, he was the principal (manager/director) of the Firm, which had three fee earners. On 21 December 2016, an adjudication panel determined to intervene into the Firm, to

suspend the Respondent's practising certificate and to refer him to the Tribunal. The Respondent's practising certificate was suspended as a result of the intervention and remained suspended.

12. The Firm's Practice Manager was MLB. MLB was not admitted to the Roll of Solicitors. The Applicant understood that MLB was previously a Licensed Conveyancer.

13. On 7 December 2016, the Respondent informed the Forensic Investigation Officer ("FIO") that MLB was not a fee earner and was the Practice Manager. In a letter to the SRA dated 3 February 2017, MLB explained that:

> "[The Respondent] and I are indeed in a personal relationship. Because of that, I have been supporting him in the business of which he is the sole director, using my prior knowledge gained as a Licensed Conveyancer with my own firm, and a Legal Clerk working for other solicitors. I was not formally employed in the sense that I had a contract of employment, but I acted on behalf of [the Respondent] in assisting him in his conveyancing and other cases, and in managing the accounts and the business generally."

Witnesses

14. None.

Findings of Fact and Law

15. 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. The Tribunal considered all the evidence before it, together with the submissions made.

Recklessness

16. The test applied by the Tribunal was that set out in R v G [2003] UKHL 50 where Lord Bingham adopted the following definition;

> "A person acts recklessly…with respect to (i) a circumstance when he is aware of a risk that it exists or will exist; (ii) a result when he is aware of a risk that it will occur and it is, in the circumstances known to him, unreasonable to take that risk."

17. This was adopted in the context of regulatory proceedings in Brett v SRA [2014] EWHC 2974 (Admin).

18. **Allegation 1.1 - Between around 22 June 2012 and 10 August 2013, he failed to take any or any adequate steps to prevent improper payments being made from the client account to VPR for the sum of around £148,258.58, and thereby breached any or all of Principles 2, 4, 6 and 10 of the Principles and/or Outcome 11.2 of the Code and/or Rule 14.5 of the Accounts Rules.**

The Applicant's Case

18.1 A police investigation involving investment and VAT fraud, linked VPR and his associated companies to the Firm and/or MLB. The Police also identified that the Firm made significant payments to VPR between 25 June 2012 and 20 August 2013. MLB was arrested on 7 November on suspicion of conspiracy to defraud. The Firm's offices and MLB's home were searched.

18.2 During her police interview, MLB informed the police that:

- she had known VPR for a number of years, and that he was a family friend;
- she had facilitated loan payments to VPR from the estate of the late AHS. The executor of the estate, JLE, was an associate of VPR and the payments were made to VPR with her knowledge for such loans;
- £108,000 remained outstanding from the loans paid to VPR.

18.3 On 24 November 2016, the FIO commenced an investigation into the Firm and made an unannounced inspection on the same day when he inspected the books of accounts and the client file for the administration of the estate of the late AHS. In the initial memo of 7 December 2016, the FIO noted concerns that:

- the file of the administration of the estate of the late AHS appeared to identify a number of loans to VPR despite JLE having refused permission;
- MLB's son appeared to have unrestricted access to the office which risked a breach of client confidentiality;
- the Respondent had no concept of his duty as COLP, COFA and MLRO;
- the Firm's books of accounts were not up to date.

18.4 As detailed above, on 21 December 2016, the SRA's adjudication panel determined to intervene into the Respondent's practice and the Firm. His conduct was referred to the Tribunal and his practising certificate was suspended.

18.5 On 23 August 2017, an adjudicator decided to make an order pursuant to Section 43 Solicitors Act 1974 (as amended). This order prohibited MLB's employment or remuneration by a solicitor or recognised body except with permission from the SRA. MLB appealed the decision and an adjudication panel considered her appeal. On 12 January 2018, the adjudication panel allowed the appeal against the finding of dishonesty but otherwise decided to impose the Section 43 Order.

18.6 The Applicant understood the following facts about the relationships between the Respondent, MLB, JLE, PS and VPR:

- The Respondent and MLB were engaged in a personal relationship;
- MLB had known VPR for many years as a friend;

- VPR was JLE's ex-boyfriend from her youth. After a long absence, VPR re-made contact with JLE in 2005;

- There was no relationship between JLE and either the Respondent or MLB, other than a solicitor-client relationship;

- JLE was introduced to MLB and the Respondent by VPR;

- PS and JLE were brother and sister and the children of the late AHS. Their relationship broke down following their father's death.

18.7 During the inspection the FIO noted that all references on work in the file were that of MLB. There was no reference to the Respondent as being involved. The Respondent informed the FIO that whilst MLB had "handled" the matter and had completed 90% of the work on the file, he had conduct of the case and had been involved.

18.8 In response to a Section 44B Notice issued on 6 December 2016, the Respondent, in his response of 15 December 2016, confirmed that he had knowledge of the loan/s provided by the estate of AHS to VPR and that he had discussed the matter with MLB. He further confirmed that he was the fee earner with conduct of the matter, assisted by MLB.

18.9 The FIO also identified that the Firm held an Office Account and a Client Account, which were operated by the Respondent. During her police interview, MLB explained that she (as well as others) could authorise payments from the business account.

18.10 The FIO was concerned from his review of the file that a number of loans had been made to VPR despite JLE having refused permission. It was the Respondent and MLB's position that the loans were made with the written authority of JLE. They relied on letters purportedly from JLE providing authority dated 21 June 2012, 24 August 2012 (two versions) and 8 December 2012.

18.11 JLE denied providing any authority at any time for the Firm to make any payments or loans to VPR. JLE confirmed that she did not write the letters relied upon by the Respondent and MLB. JLE believed that VPR forged her signature.

18.12 On 15 December 2016, in response to the SRA's Section 44B Notice of 6 December 2016, the Respondent confirmed that there were no emails, letters or telephone attendance notes between the Firm and VPR and that communication was by telephone. On 19 December 2016, the Respondent confirmed that there were no attendance notes on the file.

<u>The Administration of the Estate</u>

18.13 On 23 October 2009, AHS made a last will ("the Will"). Through the Will, he appointed his daughter, JLE, and another person LAJ, to be executors of his Estate. LAJ subsequently renounced her executorship on 21 July 2012. Clause 3 of the Will provided that the executors, having paid the debts, taxes and expenses should divide

the Residuary Estate with 75% to JLE (AHS's daughter) and 25% to PS (AHS's son and JLE's brother).

18.14 Following the eventual administration of the Estate, the draft Estate Accounts demonstrated that the Estate compromised of assets of £154,535.09 and liabilities of £10,100.27, which yielded a total for distribution of £144,434.82. The Respondent calculated the distribution of the Estate as follows:

- PS 25% £36,108.71
- JLE 75% £108,326.11

18.15 According to JLE, her relationship with her brother PS broke down shortly after their father's death once the terms of the Will were known. On or around 18 April 2011, having first instructed another firm, JLE appointed the Firm to act on the administration of the estate.

18.16 AHS's largest asset was his property. In fact, the property was held by AHS, JLE and PS as Tenants in Common. Only 50% of the property was owned by AHS and therefore formed part of the Estate. JLE and PS both held 25% each, which did not form part of the Estate.

18.17 By 25 January 2012, PS and JLE agreed that the property could be sold. However, there remained other matters in dispute between JLE and PS. On 17 May 2012, MLB informed Solicitors D, acting for PS, that:

> "We have already provided you with our undertaking not to exchange contracts without your authority. When and if that authority is ever received no doubt it will be subject to our providing an undertaking NOT to release the net proceeds of sale until all issues in respect of the Estate are resolved."

18.18 On 25 May and 28 May 2012, the Firm and Solicitors D exchanged correspondence regarding outstanding issues to be resolved prior to the release of net proceeds of the property sales. Of relevance was reference to:

- loans made to VPR approximating £5,000 from a joint account held by AHS and PS. Enquiries were made with VPR who stated that he had repaid the loans;

- a loan made to JLE for £6,000 from the same account, which had not been repaid but JLE later agreed to set off against her share of the Estate;

- MLB stating that the Firm was happy (when exchange of contracts arose but not before) to provide an undertaking "to hold the deceased percentage interest in the property together with such assets of the Estate on deposit until such time as the distribution accounts have been produced and agreed."

18.19 On 11 June 2012, Solicitors D confirmed that PS was happy for 50% of the net proceeds of the sale to be released (i.e. 25% each of the house sale to JLE and PS) and for the remainder formulating AHS's Estate "to be held pursuant to an undertaking given by you to hold the same until full distribution accounts have been produced and all matters have been settled."

18.20 On 14 June 2012, MLB informed JLE that the contracts for the sale of the property had been exchanged with completion planned for 21 June 2012. MLB stated: "it is agreed that your 25% and his 25% be released net of costs at completion. The balance forming part of Dads Estate will be held pending the settlement of the Estate. Not perfect but better than nothing."

18.21 On the same day, Solicitors D were informed that contracts for the sale of the property were exchanged that day. The Firm further informed Solicitors D that it would distribute 25% net share to PS and the same to JLE on completion of the sale, and that "The net balance after payment of the Estate Agents fees and all Legal costs in connection with the sale, will be held pending final distribution of the Estate in accordance with the wishes expressed in the Will of the deceased when full accounts can be prepared and are agreed."

18.22 Ms Hansen submitted that the effect of the above correspondence was that by 14 June 2012, the Firm had provided an undertaking to hold the net balance of the Estate until the Estate Accounts were prepared and agreed.

18.23 On or around 21 June 2012, the sale of the property was completed. The sale price was £299,500.00. The balance of the sale proceeds were received into the Firm's client account on 21 June 2012.

18.24 On 23 October 2014, the Firm documented the account for the sale of the property. It detailed the distribution as follows:

- 50% to estate of [AHS] £146,330.50
- 25% to [JLE] £73,165.25
- 25% to [PS] £73,165.25

18.25 On 22 June 2012, the Firm made a payment of £73,165.25 to Solicitors D on behalf of PS. The ledger showed that this was his 25% of the net proceeds of the sale. A payment was made to JLE on the same day, however JLE was paid £63,165.00. This was £10,000.15 less than the sum transferred to PS, despite the fact that ledger also referred to a payment of 25%.

<u>Payment 1 to VPR - from JLE's share of house sale</u>

18.26 There was a letter dated 21 June 2012, purportedly from JLE to MLB, which was sent by fax. The letter stated:

> "Thank you so much for all your efforts to bring matters to a conclusion, I know and trust [VPR's] judgement; when he recommended you I just had a good feeling from the first moment we spoke, thank you so much.
> As you are aware there are several issues which [VPR] needs to sort over the next couple of weeks, therefore I wish to pay him direct from the proceeds due to me from my 25% which you are releasing this week.
>
> [VPR] has confirmed the figure I will receive to be £63,140.25 or as near as can be.

> Therefore please transfer direct to [VPR] the sum of £10,000.00 (Ten Thousand Pounds)."

18.27 JLE, who had been shown that letter, confirmed that she neither wrote nor signed the letter. She recognised the name of the company as one that VPR ran which leased cars. She also stated that at no stage did she provide authority for the Firm to provide any money to VPR.

18.28 On 25 June 2012, the Firm made a payment of £10,000.00 to VPR (Payment 1). JLE stated that she "had no idea the £63,000 that I received had been reduced by £10,000."

Payment 2 to VPR – from the Estate

18.29 During the inspection, on 24 November 2016, the FIO identified a letter dated 24 August 2012 which purported to be from JLE to MLB. The letter asked MLB to send all future correspondence to her address in Llanelli and stated:

> "[VPR] has recently made me aware of a need to resolve certain financial issues involving our joint home in Llanelli which have become rather urgent, therefore I have agreed to loan [VPR] the funds to clear these outstanding issues and he can repay me when the property is sold which I am aware he wants to do over the next 6-12 months.
>
> I hope you will be able to help as I know you have given an undertaking to hold the remaining funds whilst settling all the outstanding disputes with my Brother [PS].
>
> I believe the Balance of proceeds of Sale being held to be in the region of £150,000, with the majority due to myself, so I would kindly request that you transfer to [VPR] the following amount: £22,000.00 (Twenty Two Thousand Pounds)
>
> [VPR's account details provided]"

18.30 JLE denied writing this letter.

18.31 There was a further copy of that letter that had been faxed from VPR's company. JLE denies writing this letter.

18.32 Pursuant to the Section 44B Notice, the SRA required the provision of information or documents and, in particular: "Evidence of authority from the Executors of the estate of [AHS] to provide the loan/s referred to at 1. above [i.e. the loans or other money provided to VPR from the estate of AHS]."

18.33 On 15 December 2016, the Respondent sent a copy of a letter from JLE. The letter he enclosed was a second version of the letter dated 24 August 2012 purporting to be from JLE to MLB. The letter was similar to the "first" letter dated 24 August 2012, but stated in the last paragraph:

> "I have agreed to Loan [VPR] the funds he requires as he has made a promise to repay me as soon as possible, I do hope you are in a position to help with this and I enclose his Banking Details.
>
> [VPR's account details then provided]"

18.34 JLE denied writing this version of the letter dated 24 August 2012.

18.35 There were therefore two letters dated 24 August 2012. The principle difference between the two letters dated 24 August 2012 was in respect of the number and amount of loans purportedly authorised by JLE. The first letter purported to provide authority from JLE for a single payment to VPR of £22,000.00. It was also faxed on 27 August 2012 from the same location as the letter of 21 June 2012 (i.e. VPR's company). However, the second letter purported to provide authority from JLE to VPR for all the funds that VPR required – i.e. there was no restriction on the number and amount of loans.

18.36 On 28 August 2012, the Firm made a payment of £22,000.00 to VPR (Payment 2).

18.37 On 20 September 2012 at 18.24, JLE emailed MLB to confirm that she had "said no" to lending money to VPR. She explained that VPR had told her two different stories and that it was a lot to take out of her bank and had left a "hole in my savings". The Respondent stated that he was not aware of that email from JLE dated 20 September 2012 refusing to lend money to VPR. Ms Hansen noted that the email had been sent to MLB and not to the Respondent.

<u>Payment 3 to VPR – from the Estate</u>

18.38 On 9 January 2017, the SRA sent an EWW letter to MLB. On 3 February 2017, MLB explained that JLE had provided written authority in the form of a letter dated 8 December 2012 and provided a copy of the same. The letter was addressed to MLB from JLE and stated:

> "Thank you for your help once again, I appreciate your words of advice recently regarding the loan of money to [VPR], however I have given the matter further consideration and I would like to continue to help wherever I am able.
>
> I know this is going against your advice [MLB], but when my Father passed away it was only [VPR] who was there to help me when it came to paying for the Funeral, as I had nobody I could turn to for help.
>
> …….
>
> I trust [VPR] will do right be [sic] me and I will eventually see the return of my funds with some interest.
>
> I hereby give you permission to speak to [VPR] with regards to the transfer of funds to his personal Bank Account."

18.39 JLE has been shown this letter and denied writing it. On 14 December 2012, the Firm made a payment of £15,000.00 to VPR (Payment 3).

Payments 4 to 12 to VPR – from the Estate

18.40 Between about 17 January 2013 and 9 August 2013, the Firm made nine further payments to VPR as follows:

No.	Date	Entry in the Ledger [MLR1 p150-152]	Amount/£	Total to VPR/£	Client Account Balance/£
4	17/01/2013	payment to [VPR]	5,000.00	52,000.00	105,422.73
5	30/01/2013	[VPR]	8,000.00	60,000.00	97,062.73
6	05/02/2013	PAYMENT [VPR]	23,000.00	83,000.00	74,062.73
7	24/03/2013	[VPR] [VPR]	5,000.00	88,000.00	69,062.73
8	09/04/2013	further advance [VPR]	10,578.58	98,578.58	56,684.15
9	06/05/2013	INTERIM PAYMENT [VPR]	23,880.00	122,458.58	32,804.15
10	14/06/2013	INTERIM PAYMENT [VPR]	12,800.00	135,258.58	14,004.15
11	9/08/2013	INTERIM PAYMENT [VPR]	5,000.00	140,258.58	9,004.15
12	20/08/2013	INTERIM PAYMENT [VPR]	8,000.00	148,258.58	1,004.15

18.41 The Applicant had not identified any further correspondence with JLE relating to the last nine payments to VPR.

18.42 Ms Hansen submitted that it was improper for the Firm and MLB to make any of Payments 1-12 to VPR as:

- Since the Firm was not instructed by either JLE or VPR in relation to any of the purported loans being made between them, none of the payments made to VPR were supported by an underlying legal transaction. Accordingly, by virtue of Rule 14.5 of the Accounts Rules, it was impermissible for MLB and the Firm to make any payments directly to VPR on JLE's (purported) instructions. If asked to do so, MLB and the Firm should have declined and advised JLE that it was necessary for them to pay JLE's share of the Property, and any interim payments out of the Estate of the late AHS, directly to JLE and for JLE to then to make such payments as she wished to VPR from her own account;

- By 14 June 2012, the Firm had undertaken to Solicitors D that it would hold the net balance of the Estate until the Estate Accounts were prepared and agreed. Since Estate Accounts were not prepared and/or agreed until 23 October 2014 each of the payments made after 28 August 2012 (all of which were made out of the share of the proceeds of the property due to the Estate of the late AHS) was made in breach of undertaking;

- No further written authority was provided for any of the payments made after 17 January 2013 and, in consequence, there was no evidence that they were being made on JLE's express instructions. In any event, by 17 January 2013, JLE had already purportedly advanced £47,000 to VPR by way of unsecured loans. In the circumstances, further payments should not have made to VPR without formal confirmation of instructions;

- The draft Estate Accounts demonstrated that the estate yielded a total for distribution of £144,434.82 with £36,108.71 due to PS and £108,326.11 due to JLE. When the Firm made Payment 9 to VPR on 6 May 2013, the amount in the client account fell to £32,804.15. This was below the £36,108.71 that formed PS's share of the Estate. By making Payment 9, the Firm paid money to VPR that was due to PS. The subsequent three payments to VPR, namely Payments 10-12 between 14 June and 20 August 2013 totalling £25,800.00, all came from PS's share of the Estate.

18.43 Ms Hansen submitted that the impropriety of the payments were not dependent upon JLE's position that she had not authorised any of the payments. Even if it had been the position that JLE had provided authority for the payments, they would nevertheless be improper for the reasons stated above.

18.44 On 26 September and 5 October 2014, the client account received £5,000.00 and £45,000 respectively. The Applicant understood that this represented payment by VPR. As a result of these payments, the balance of monies in the client account rose to £50,984.15. The balance of the money owed by VPR reduced from £143,258.58 to £98,258.58.

18.45 On 23 October 2014, the Firm sent a letter to Solicitors D attaching draft Estate Accounts and enclosing a cheque for the sum of £36,108.71, as PS's entitlement.

18.46 On 29 February 2016, the Firm received two payments of £1,042.00 and £1,416.83 into the client account from VPR. The balance of monies in the client account then stood at £10,204.44. The balance of the money owed by VPR reduced from £97,216.58 to £95,799.75.

18.47 By March 2016, JLE had still not received her proceeds from the distribution of the Estate. SG, (a friend of JLE) chased the Firm for payment. On 1 March 2016, a payment of £10,000 was made into JLE's account. MLB stated that she was "still working on the rest at present". SG asked MLB for a timeline for the distribution of the remainder of the Estate as the payment still left £98,000.00 outstanding. MLB replied by email on the same day and stated: "I would, if I could. Regretfully I cannot. Suffice it to say I am doing as much as I can to move this one to a conclusion [as] quickly as possible." Ms Hansen submitted that it was to be inferred that the Firm

was unable to provide JLE with her share of the Estate as those monies had been paid to VPR. Further, had it been the case that the monies had been distributed to VPR in accordance with JLE's instructions, MLB would have stated that the monies had already been distributed in accordance with those instructions.

18.48 As of 12 November 2016, the balance of monies in the client account stood at £204.27 and VPR owed £95,799.75 to JLE/the Estate. In so far that there was a loan, this had not been paid back by VPR.

18.49 Ms Hansen submitted that the Respondent's conduct was in breach of his obligations as alleged.

18.50 The Respondent's conduct lacked moral soundness, rectitude and steady adherence to an ethical code in breach of Principle 2 of the Principles as none of the payments which were made to VPR out of the Estate should properly have been made by MLB and the Firm. The Respondent was the fee earner responsible for the conduct of the file. By his own admission, he was aware of the payments made to VPR and therefore failed to take any or any adequate steps to prevent them. In particular:

- he allowed MLB to operate the client account of the Firm so that she was able to make payments to VPR without his authorisation;

- he had discussed the payments being made to VPR with MLB but did not instruct her that these were improper.

- he failed to review the file relating to the late AHS and/or failed to act upon the information which it contained. Any such review, it was submitted, would have revealed that from 17 January 2013, MLB was making payments to VPR without apparent express authority from JLE for each transaction in circumstances where a written authority would have been expected. This should have triggered enquiries of both MLB and JLE as to the basis on which those payments had been made.

- he failed to exercise any, or any proper oversight, over the accounting records relating to the Estate of the late AHS and/or failed to act upon the information which they disclosed. Proper oversight of those records would have revealed that, from 14 June 2013 onwards, payments had been made to VPR which exceeded the value of JLE's share of the residuary estate. Had the Respondent been aware of this, then the only course which would have been properly open to him would be to prohibit MLB from making any further payments to VPR.

- on 14 June 2012, the Firm had undertaken to hold the residuary of the Estate until the Estate Accounts had been prepared. However, contrary to this undertaking, by 28 August 2012 the Firm had made a payment to VPR, and then subsequently made further payments until August 2013. The Respondent was the fee earner responsible for the file and was, or ought to have been, aware of this undertaking. The approval of any payments by JLE was irrelevant. Ms Hansen submitted that in these circumstances, a solicitor acting with integrity would have ensured that the Firm held the residuary estate until the Estate Accounts had been prepared and approved, and only then distributed the Estate to the beneficiaries, irrespective of

whether an executor had requested a payment to a third party (which was not accepted to have occurred here in any event);

18.51 The Respondent had failed to act in the best interests of his client contrary to Principle 4 of the Principles. JLE had confirmed that she did not authorise the payments and the letters were false. In any event, and irrespective of whether or not JLE provided authority, the Applicant's position was that the Firm should not have made the payments to VPR in light of the undertaking and the provisions of Rule 14.5 of the Accounts Rules. However, this aside, and even if the Respondent believed that JLE had provided authority to make payments, the unconditional nature and size of the proposed payments to the sum of almost £150,000 should have prompted the Respondent to make proper and full enquiries to clarify JLE's position.

18.52 In respect of Payments 2-12 from the Estate, the Respondent should have provided full written advice about the risks of an early distribution of the Estate, put written agreements in place and not encroached on PS's share of the Estate. The Respondent's conduct exposed JLE to a claim by PS for misdistribution of the Estate.

18.53 In respect of Payment 1, which was not from the Estate, the Respondent should have advised JLE to put a written agreement in place with VPR to protect her position. The Respondent should have declined to make any payments even if requested by JLE and the funds should simply have been provided to JLE to do as she wished.

18.54 The Respondent's actions had deprived JLE of almost £100,000.00. Accordingly, the Respondent failed to act in the best interests of JLE.

18.55 The Respondent had also failed to behave in a way that maintained the trust that the public placed in him and in the provision of legal services contrary to Principle 6 of the Principles. The Firm made so many payments to VPR that not only did it exhaust the inheritance money due to JLE but it also ate significantly into the money due to PS. On 6 June 2013, at the time of Payment 9, approximately £32,000 was retained in the Client Account when over £36,000 was due to PS. Subsequently, the Firm made three further payments which reduced the money in the client account, and that available to PS, to £1,004.15. This was not repaid until over a year later. The public would be justifiably alarmed that, irrespective of the position taken in respect of JLE's share of the Estate (i.e. whether she could lend her share to VPR), the Respondent failed to take any or any adequate steps to prevent payments being made from PS's share of the Estate to VPR;

18.56 The Respondent failed to protect client money and assets contrary to Principle 10 of the Principles. The Respondent failed to protect JLE/the Estate's money. The funds should not have been provided to VPR and JLE lost in the region of £100,000.00.

18.57 The Firm provided an undertaking to hold the net balance of the Estate until the Estate Accounts were prepared and agreed. However, by 28 August 2012, a payment of £22,000.00 was made to VPR before the Estate Accounts were prepared and agreed. This was in breach of the undertaking given and contrary to Outcome 11.2 of the Code which required the Respondent to "perform all undertakings given by you within an agreed timescale or within a reasonable amount of time".

18.58 Further, the Respondent's conduct was in breach of Rule 14.5 of the Accounts Rules. The loans between JLE and VPR (or payments to VPR) were not in respect of instructions relating to an underlying transaction or to a service forming part of the Respondent's normal regulated activities.

Recklessness

18.59 The Respondent's actions were reckless in accordance with the test set out in *R v G* and accepted in *Brett v SRA*

18.60 Ms Hansen submitted that in failing to take any or any adequate steps to prevent payments to VPR, the Respondent acted recklessly. This was because he, as experienced solicitor, was aware that:

- any Estate should be distributed to the beneficiaries;
- an Executor is liable to the beneficiaries for the misdistribution of an Estate;
- making loans to third parties from an Estate carries a risk that the loans will not be repaid and that the Estate cannot be distributed to the beneficiaries. This was especially so because no written agreements were in place or any other evidence placed on the file.

18.61 It was therefore unreasonable for the Respondent, having on his own account discussed with MLB loans to VPR, to fail to take any or any adequate steps to prevent payments being made to VPR.

The Respondent's Case

18.62 It was the Respondent's position that JLE had provided her consent to the payments in the letters of 21 June, 24 August and 8 December 2012.

The Tribunal's Findings

18.63 In the absence of any Answer from the Respondent, the Tribunal treated the allegation as if it was denied.

Payment 1

18.64 The Tribunal noted that the Respondent relied on the letter of 21 June 2012 as authority for making Payment 1 to VPR. That letter had been sent from a business associated with VPR. The Respondent had made no contact with JLE to ascertain whether the monies that she had purportedly instructed be paid to VPR were by way of a loan or a gift.

18.65 Further, there was no underlying legal transaction as regards that payment. The Respondent was an experienced solicitor who, the Tribunal determined, ought to have been fully aware of the provisions of Rule 14.5 of the Accounts Rules. Had JLE wished to provide £10,000.00 to VPR from her share of the proceeds of the sale of the property, the Respondent ought to have advised her that he was unable to make this

payment, but that she could make the payment herself once the funds had been transferred by the Firm to her.

18.66 The Tribunal found that as the payment was made in breach of Rule 14.5 of the Accounts Rules, the payment was improper. This was the position whether or not JLE consented to the payment being made.

Payment 2

18.67 The Respondent relied on the letter(s) of 24 August 2012. In the first version of the letter, JLE purportedly specified the amount of £22,000.00. In the second version of the letter, there was no specified amount. That ought to have caused the Respondent concern, and he ought to have ensured that he clarified JLE's instructions. The Respondent failed to do so and a payment of £22,000.00 was made to VPR on 28 August 2012.

18.68 The Tribunal noted that the first version of the letter specifically referred to the undertaking that had been given by the Firm on 19 June 2012 not to distribute the Estate until the Estate Accounts had been agreed. The monies used to make the payment were from the Estate assets as the monies that JLE was entitled to by virtue of her share in the property had already been exhausted. The Tribunal considered that the first version of the letter explicitly put the Respondent on notice of the undertaking. The Tribunal found that the payment had been made in breach of the undertaking given by the Firm, and was therefore an improper payment. This was the position whether or not JLE consented to the payment being made.

Payment 3

18.69 On 20 September 2012, JLE sent an email to MLB stating "Just to let you know, I said no to [VPR]". The Tribunal noted that the email had not been sent to the Respondent. Thereafter, the letter of 8 December 2012 to MLB, purportedly from JLE, authorised the further payment of monies to VPR. The Tribunal noted that there was no amount specified in that letter, however, on 14 December 2012, a further payment of £15,000.00 was made to VPR.

18.70 As with Payment 2 above, this was made in breach of the undertaking. The Tribunal found Payment 3 to be improper for the same reasons as Payment 2 above. As with Payments 1 and 2, this was the position whether or not JLE provided her authority. For the avoidance of doubt, the Tribunal did not accept that JLE had provided her consent for this, or any other payment.

Payments 4 - 12

18.71 There were no further purported letters of authority for Payments 4 – 12. As with Payments 2 and 3 above, these payments were made in breach of the undertaking provided by the Firm and were thus improper. In addition, the entirety of Payments 10-12 and part of Payment 9 were funded using monies that belonged to PS as JLE's entitlement had been exhausted by the previous payments. That the use of monies in this way was improper was plain.

18.72 Having determined that each payment made was improper, the Tribunal considered whether such conduct was in breach of the Respondent's duties as alleged.

18.73 That the Respondent had breached the undertaking the Firm provided was clear. Accordingly, the Tribunal found beyond reasonable doubt that the Respondent had failed to achieve Outcome 11.2 of the Code.

18.74 There was no underlying legal transaction in relation to any of the payments made by the Firm to VPR. Accordingly, the Tribunal found beyond reasonable doubt that in making the payments to VPR, the Respondent had breached Rule 14.5 of the Accounts Rules.

18.75 The Tribunal found that the Respondent had allowed JLE to loan money to VPR without providing any advice, or having any documentary evidence that the payments had been loans and not gifts. He had failed to provide any advice to her as the sole executrix of her father's estate as to the risks of an early distribution of the estate and her personal liability for any misdistribution of the Estates assets. He had used monies that belonged to PS to make payments to VPR. There were no notes on the file of any of the dealings or conversations had by the Firm with VPR. The Tribunal found beyond reasonable doubt that the Respondent had failed to act in his client's best interests in breach of Principle 4, and had failed to protect client money and assets in breach of Principle 10.

18.76 Members of the public would be shocked that a solicitor had made payments to a third party in breach of an undertaking not to make any payments, even to those who were legitimately entitled to the monies. The public would be alarmed that payments were made on behalf of a solicitor's client, using monies that did not belong to that client. The public would not expect solicitors to make payments in breach of undertakings, in breach of the Accounts Rules, and without express and direct instructions from their client. That such conduct failed to maintain the trust the public placed in the Respondent and in the provision of legal services was plain and beyond any reasonable doubt. Accordingly, the Tribunal found that the Respondent's conduct breached Principle 6 of the Principles.

18.77 The Tribunal determined that the Respondent, as an experienced solicitor, was well aware of the importance of complying with an undertaking given by the Firm. He breached that undertaking numerous times and over an extended period of time. He used money that belonged to PS to make payments to VPR, as he failed to ensure that JLE's entitlement to the Estate was sufficient to cover the monies paid to VPR. He failed entirely to give JLE any, or any adequate advice. He failed to take proper instructions from her. He did not question the vague nature of the purported letters of authority, nor did he question the receipt of 2 letters of the same date with differing instructions. He had made payments in breach of the Accounts Rules. The Tribunal found beyond reasonable doubt that this was not the conduct of a solicitor acting with integrity, and thus found that the Respondent's conduct was in breach of Principle 2.

18.78 The Tribunal found that the Respondent knew that:

- The distribution of an Estate should be made to the beneficiaries of that Estate.

- In making loan payments from the assets of the estate, there was a risk that there would be insufficient monies held by the Firm to make the distribution to the beneficiaries. This was even more so the case when those loans were made without any written documentation detailing the terms of, or the existence of the loans.

- JLE, as the sole executrix, was personally liable for any misdistribution of the Estate funds.

- MLB was not admitted, and her previous experience had been as a Licensed Conveyancer. In the circumstances, her work should be closely supervised and monitored.

- Any payments from the client account needed to be properly monitored so as to ensure that only monies held for a client were used for that client.

18.79 The Tribunal found that the risks of misadministration of the Estate and the depletion of the Estate funds were so obvious that the Respondent could not have failed but to perceive them. On his own account, he was aware of the loans, having discussed them with MLB. He failed to properly supervise the work that MLB was undertaking on the matter. The Tribunal found that the Respondent conduct, in appreciating those risks but going on to make the payments was unreasonable. Thus the Tribunal found beyond reasonable doubt that the Respondent's conduct was reckless.

18.80 Accordingly, the Tribunal found allegation 1.1 proved beyond reasonable doubt, including that the Respondent's conduct had been reckless.

19. **Allegation 1.2 - Between about March 2016 and December 2016, he failed to run his business effectively and in accordance with proper governance and sound financial and risk management principles, in: failing to reconcile the client accounts every five weeks; failing to store client files securely; permitting a person not employed by or contracted with the Firm to have unrestricted access to the Firm's premises; failing to carry out the roles of COLP, COFA and MLRO; and thereby breached Principle 8 the SRA Principles and/or Rule 29.12 of the Accounts Rules.**

The Applicant's Case

Client Account Reconciliation

19.1 Ms Hansen explained that the Firm had been the subject of a previous investigation where it had been found (amongst other things) that the Respondent had failed to carry out client account reconciliations as required by the Accounts Rules.

19.2 In his response of 12 January 2016 to the FI Report, the Respondent admitted that the Firm's accounts did not comply with and/or breached the Accounts Rules. He raised a number of matters in mitigation. He stated that he "absolutely" accepted the responsibility of compliance with the Accounts Rules and recognised the importance of doing so. Further, the Firm was "determined to maintain the accounts" in the correct format.

19.3 When the FIO requested sight of the Firm's client account reconciliation as at 31 October 2016, the Respondent stated that the Firm had not prepared a client account reconciliation since 31 March 2016.

19.4 Despite the fact that: (a) the persistent failures in respect of client account reconciliation had been highlighted to the Respondent in the previous FI Report dated 27 August 2015; and (b) the Respondent had, on 12 January 2016, responded to the previous FI Report, admitted breaches of the SRA Accounts Rules, apologised and vowed to maintain the accounts in the correct format; the Respondent failed to reconcile the accounts every five weeks from 31 March 2016 onwards.

File Storage

19.5 On 7 November 2016, the Police attended MLB's home address. The officer recorded that files were stored in a converted lorry trailer on the grounds, approximately ¼ of a mile from the main property. The trailer was insecure. There was a door cut into the trailer that was not locked. There were also other smaller buildings on the site that were occupied.

19.6 On 24 November 2016, the FIO attended the Firm and asked to see the file for the estate of the late AHS. In his memo dated 7 December 2016, the FIO reported that "[the Respondent] said the file had been stored offsite "at the farm" which he clarified as being the residence he shared with MLB". A short time later the file was delivered to the office.

19.7 Ms Hansen submitted that the Respondent caused or permitted files to be stored insecurely. This was inappropriate because it placed client confidentiality at risk.

Unrestricted Access to the Firm's Premises

19.8 On 7 November 2016, the Police attended the Firm's offices. According to the Police's memo to the SRA dated 8 December 2016:

> "It took a considerable time to locate MLB's desk which turned put be though a partitioned door and up a flight of stairs. Next to her office a room was set up as a bedroom and a male person was sleeping in there."

19.9 In his witness statement dated 11 June 2018, NC of the Police stated:

> "Also on the corridor was a door to another room which was a fully equipped bedroom. I established that this room was actually inhabited by a [sic] adult male who was related to [MLB]. The male occupying the room was present at the time of the search. I believe from memory that for this male to enter and exit the law practice including when it was not open for business he would have to walk through the practice and use the practice front door."

19.10 On 24 November 2016, the FIO attended the Firm. In his memo dated 7 December 2016, the FIO reported:

> "At the time of [the Respondent's] attendance I noticed a man stood outside the office smoking a cigarette. While I was discussing matters with [the Respondent] I noticed the man walk through the firm and upstairs. I asked [the Respondent] who the man was as he did not appear to be a member of staff. He said that the man was MLB's son. I asked why he was in the office. [The Respondent] did not have a satisfactory answer so I repeated the question. [The Respondent] said "he's always in and out of the office" and would be in the office approximately twice a week. I asked what the purpose of the man's visits were. [The Respondent] said "I don't know' and that the man was in attendance "because he's [MLB's] son."

19.11 At the conclusion of his inspection, the FIO recorded that he advised the Respondent that he had concerns:

> "He had told me that MLB's son was "always in and out" of the office which was potentially a breach of client confidentiality. He agreed and stated that he "hadn't thought about that before". I asked [the Respondent] if MLB's son would sleep at the firm. He stated that MLB's son would "occasionally" sleep at the firm and accepted my concerns regarding the confidentiality of client information."

19.12 In his response of 15 December 2016 to the Section 44B Notice the Respondent explained that "[RLB], son of [MLB] has been entrusted a key for building maintenance and security purposes. He is in the process of repairing the roof."

19.13 In her letter to the SRA dated 3 February 2017, MLB confirmed that her son did stay on the premises but that was absolutely necessary: (i) to facilitate the work he was undertaking outside of normal office hours to repair the roof and (ii) by way of a caretaker to ensure that the premises were occupied (following a recent break in when the premises were not occupied). MLB stated that her son had been firmly instructed (and accepted) that all client affairs were confidential.

19.14 Ms Hansen surmised that RLB was not an employee of the Firm but had a key and slept at the Firm's offices. It was submitted that it was improper for the Respondent to cause or permit somebody who was not employed by or professionally contracted with the Firm to have access to the Firm on an unrestricted basis. Despite MLB's assurances, RLB would have had access to client files in the absence of any other member of staff and that put client confidentiality at risk.

Failures in Compliance Roles

19.15 At a meeting with the FIO on 24 November 2016, the Respondent confirmed that he was the Firm's COLP, COFA and MLRO, however, he neither knew what the acronyms stood for nor knew what was involved in carrying our either of the three roles. When asked by the FIO whether he was carrying out his duties as COLP, COFA and MLRO, the Respondent stated that he was "probably not carrying out the roles".

19.16 Ms Hansen submitted that compliance officers were a fundamental part of a practice's compliance and governance arrangements. They were instrumental in creating a culture of compliance across a firm. It was important that compliance officers ensured that they were in a position to carry out their role effectively. The Respondent's failures in this regard were a fundamental component of the other failures identified in this matter.

19.17 The conduct alleged, individually or cumulatively, amounted to a failure by the Respondent to run his business effectively and in accordance with proper governance and sound financial and risk management principles contrary to Principle 8 of the Principles.

19.18 Each of the matters set out above (carrying out the role of COLP/COFA/MLRO, reconciliation of accounts, client confidentiality in respect of secure storage of files and MLB's son) were all examples of a failure on the Respondent's part to run his business effectively. The Respondent relied too heavily on MLB and did not take responsibility for the running of the business. Further, in failing to reconcile the client account every five weeks, the Respondent breached Rule 29.12 of the Accounts Rules.

The Tribunal's Findings

19.19 In the absence of any Answer from the Respondent the Tribunal treated the allegation as if it was denied.

Client Account Reconciliation

19.20 Rule 29.12 required that:

> "You must, at least once every five weeks:
>
> (a) compare the balance on the client cash account(s) with the balances shown on the statements and passbooks (after allowing for all unpresented items) of all general client accounts and separate designated client accounts, and of any account which is not a client account but in which you hold client money under rule 15.1(a) or rule 16.1(d), and any client money held by you in cash; and
>
> (b) as at the same date prepare a listing of all the balances shown by the client ledger accounts of the liabilities to clients (and other persons, and trusts) and compare the total of those balances with the balance on the client cash account; and also
>
> (c) prepare a reconciliation statement; this statement must show the cause of the difference, if any, shown by each of the above comparisons."

19.21 The Respondent had not carried out these reconciliations since 31 March 2016. The Tribunal found beyond reasonable doubt that in failing to carry out client account reconciliation from 31 March 2016, the Respondent had breached Rule 29.12

File Storage

19.22 It was clear, that in storing files in an insecure container, on as site at which others resided, the Respondent had failed to store the Firm's client files securely. In doing so, the Respondent had failed to protect the confidentiality of those clients.

Unrestricted Access to the Firm's Premises

19.23 The Tribunal noted that the officers attending the premises noted that someone appeared to be residing at the Firm, and to gain access to the room, that person had to use the main entrance to the Firm and walk past numerous files. The Respondent had agreed with the FIO that RLB's ability to be "always in and out" of the office was potentially a breach of client confidentiality. The Tribunal did not accept the explanation of the Respondent given in December 2016 (one month after the FIO's visit) that RLB had been entrusted a key for security and maintenance works. Had that been the case, the Respondent would have told the FIO that during the November visit.

19.24 The Tribunal found that in allowing RLB unrestricted access to the office, the Respondent had put client confidentiality at risk.

19.25 Whilst the Tribunal did not find that the Respondent's inability to recount the full title of his compliance roles of concern, it was concerned that the Respondent had been unable to explain what duties he was to perform in those roles and that, on his own account, he was "probably not carrying out the roles".

19.26 The Tribunal considered that as the Respondent was unaware the responsibilities and requirements of those roles, he had not properly performed those roles. Indeed, had he been properly performing those roles, the matters which were the subject of allegation 1.1 would either not have occurred, or would have been picked up by the Respondent and prevented. The Tribunal found that the Respondent had wholly failed in his governance roles.

19.27 By failing to carry out client account reconciliations, the Respondent had failed in his obligation to employ sound financial management principles. In failing to properly protect his clients' confidentiality by allowing unrestricted access to the office to RLB and the insecure storage of files, the Respondent had failed to employ sound risk management principles. In his absolute failure in the performance of his compliance roles, the Respondent had failed to run his business in accordance with proper governance principles. That the Respondent had breached Principle 8 was plain. Accordingly, the Tribunal found allegation 1.2 proved beyond reasonable doubt.

Previous Disciplinary Matters

20. None.

Mitigation

21. None.

Sanction

22. The Tribunal had regard to the Guidance Note on Sanctions (7th Edition). 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.

23. The Tribunal found the Respondent to be fully culpable for the mishandling of the matter, and his misconduct. He had failed to undertake the basic checks that any competent solicitor would have undertaken. He had not properly supervised MLB, who was not qualified. He had repeatedly made payments out of the client account in breach of both the Accounts Rules and the Firm's undertaking. Further, he had used monies that were being held for PS to pay VPR. The Respondent paid no regard to the duties he owed to JLE as his client. He provided her with no advice as regards the substantial payments that were (improperly) made, purportedly on her behalf. He failed to ensure that the payments were properly documented so as to give JLE a cause in action in the event that VPR did not repay the monies. As a result of his misconduct, JLE had not received the monies that she was entitled to as a beneficiary of the AHS Estate. He had caused her significant harm. He had also harmed the reputation of the profession.

24. The Respondent had no knowledge of the importance of his governance and compliance roles. He stated in December 2015 that he would ensure that the Firm complied with the Accounts Rules, however thereafter he failed, from March 2016, to undertake client account reconciliations. The Tribunal considered that the Respondent had shown a blatant disregard to his duties and obligations as a solicitor and owner of the Firm. He had put the confidentiality of client information at risk by insecurely storing client files, and allowing RLB unsupervised and unfettered access to the Firm's office.

25. The Respondent's conduct was aggravated by its repetition over a period of time. It was clearly in breach of his obligation to protect the public and the reputation of the profession. The impact on JLE had been extensive. She had lost almost £100,000.00 of her inheritance that had still not been recovered. The Tribunal did not find any factors that mitigated the Respondent's misconduct.

26. The Tribunal found the Respondent's culpability to be high, and the harm caused to be significant. Sanctions such as No Order, a Reprimand or a Fine were wholly insufficient and disproportionate. The Tribunal considered that the risk that the Respondent posed to the public and the reputation of the profession was such that the Respondent should immediately be removed from practice. The Tribunal considered whether a fixed term suspension would adequately reflect the seriousness of the Respondent's misconduct. The Tribunal found that in all the circumstances, a suspension from practice did not adequately reflect the seriousness of the Respondent's misconduct. His clear disregard for his duties both as a solicitor and to his client placed the Respondent's misconduct at the highest level. He had failed to monitor client money, which he knew to be sacrosanct. He had displayed a complete lack of any regard to the import of his duties and responsibilities. The Tribunal found that the cumulative effect of his misconduct was such that the protection of the public

and the reputation of the profession required that he be permanently removed from the Roll. Accordingly, the Tribunal ordered that the Respondent be struck off the Roll.

Costs

27. Ms Hansen applied for costs in the sum of £27,731.50. This was comprised of the Capsticks fixed fee in the sum of £18,500.00 + VAT, and the investigation and internal SRA costs. Ms Hansen submitted that the costs claimed were appropriate given the nature, complexity and length of the case. There had been 7 CMH's. These had been necessitated by the Respondent's non-engagement and the medical matters he sought to put before the Tribunal.

28. The Tribunal considered that the costs claimed were reasonable and proportionate. It determined that there were no items that should not be recoverable. The Respondent had not provided any evidence of his means. The Tribunal found that there was no reason to reduce the costs claimed and awarded costs in full.

Statement of Full Order

29. The Tribunal Ordered that the Respondent, JOSEPH EDGAR VINCENT ROE, 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 £27,731.50.

DATED this 24th day of January 2020
On behalf of the Tribunal

R. Nicholas
Chairman

JUDGMENT FILED WITH THE LAW SOCIETY
24 JAN 2020