SOLICITORS DISCIPLINARY TRIBUNAL

IN THE MATTER OF THE SOLICITORS ACT 1974 — Case No. 11991-2019

BETWEEN:

SOLICITORS REGULATION AUTHORITY — Applicant

and

KEITH JOHN O'NEILL — Respondent

Before:

Mr J. P. Davies (in the chair)
Mr E. Nally
Mr S. Howe

Date of Hearing: 2 December 2019

Appearances

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

JUDGMENT ON AN AGREED OUTCOME

Allegations

1. The allegations against the Respondent made by the Applicant were that, while in practice as the sole practitioner at Andrews McQueen ("the Firm"):

1.1 On or around 23 September 2017, he completed a professional indemnity insurance proposal form for Aon UK Ltd, failing to disclose material information, namely the fact that he was the subject of an on-going SRA investigation, and in doing so breached either or both of Principles 2 and 6 of the SRA Principles 2011 ("the Principles").

1.2 Between 23 and 26 October 2015, he transferred or allowed for the transfer of residual balances in the total sum of about £4,941.33 from client to office accounts, in purported satisfaction of bills, which were in fact illegitimate bills, raised in order to reduce the balances on client ledgers to nil, in breach of Rule 20.1 of the SRA Accounts Rules 2011 ("SAR 2011") and either or both of Principles 2 and 6 of the Principles.

1.3 Between around September 2009 and 31 January 2018, he improperly retained funds for unpaid professional disbursements in the office bank account, and in doing so:

1.3.1 insofar as such conduct took place during the period from on or around September 2009 to and including 5 October 2011, he acted in breach of Rule 1.04 of the Solicitors' Code of Conduct 2007 ("SCC 2007"); and

1.3.2 insofar as such conduct took place on or after 6 October 2011, he acted in breach of Rule 29.1 of the SAR 20011 and Principle 10 of the Principles.

1.4 Between 5 October 2011 and 2018, he failed to properly maintain adequate accounting records in such way as to enable the determination of whether the Firm held sufficient monies to discharge its liabilities to clients, in breach of Rule 29.1 of the SAR 2011, Principle 10 of the Principles, and Outcome 7.2 of the SRA Code of Conduct 2011 ("the 2011 Code").

1.5 As at 31 March 2018, he had failed to adequately investigate matters of concern raised by the Applicant regarding a long history of office credit balances, in breach of Rule 7.1 SAR 2011, Principle 10 of the Principles, and Outcome 7.3 of the 2011 Code.

1.6 In addition, allegations 1.1 and 1.2 above were advanced on the basis that the Respondent's conduct was dishonest. Dishonesty was alleged as an aggravating feature of the Respondent's misconduct but was submitted not to be an essential ingredient in proving the allegations.

Documents

2. The Tribunal had before it the following documents:

- Application and Rule 5 Statement dated 22 July 2019 with exhibits
- Respondent's Answer dated 4 September 2019

- Witness statement of Mr PJ dated 21 November 2019
- Applicant's Schedule of Costs dated 22 July 2019
- Respondent's Financial Statement dated 30 November 2019
- Statement of Agreed Facts and Outcome dated 28 November 2019

Factual Background

3. The Respondent was admitted to the Roll on 1 October 1982. Whilst at the Firm he predominantly undertook criminal law work. Between 1999 and 2013 another partner worked at the Firm undertaking family work. The Respondent began trading as the sole practitioner on 7 February 2014. The Respondent's practising certificate was suspended and the Firm was closed following an intervention into the firm around 11 February 2019.

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

4. The parties invited the Tribunal to deal with the Allegations against the Respondent in accordance with the Statement of Agreed Facts and 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

5. 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.

6. The Tribunal reviewed all the material before it and was satisfied beyond reasonable doubt that the Respondent's admissions were properly made.

7. The Tribunal considered the Guidance Note on Sanction (November 2019). In doing so the Tribunal assessed the culpability and harm identified together with the aggravating and mitigating factors that existed. The admitted failures, including to protect client monies, were of such seriousness that the Tribunal considered the proposed sanction of strike off was appropriate and necessary. The Respondent had denied that he acted dishonestly, and the Tribunal accepted the admissions made on this basis in the light of the undertaking given that he would not seek readmission to the Roll. The Tribunal, having determined that the proposed sanction was appropriate and proportionate, granted the application for matters to be resolved by way of the Agreed Outcome.

Costs

8. The parties agreed that the Respondent should pay the Applicant's costs of these proceedings fixed in the sum of £33,177.54 with such costs not to be enforced without leave of the Tribunal. In all of the circumstances, the Tribunal considered the costs application to be appropriate and proportionate, and made the order in the agreed amount and on the agreed basis.

Statement of Full Order

9. The Tribunal ORDERED that the Respondent, KEITH JOHN O'NEILL, 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 £33,177.54, such costs not to be enforced without the leave of the Tribunal.

Dated this 13th day of December 2019
On behalf of the Tribunal

J. P. Davies
Chairman

No. 11991-2019

IN THE MATTER OF THE SOLICITORS ACT 1974

B E T W E E N

SOLICITORS REGULATION AUTHORITY

Applicant

and

KEITH JOHN O'NEILL

Respondent

STATEMENT OF AGREED FACTS AND OUTCOME

Introduction

1. Keith John O'Neill ("the Respondent") was admitted as a solicitor on 1 October 1982. He does not hold a current practising certificate. He formerly practised as a sole practitioner at Andrews McQueen ("the Firm") until its closure following an intervention around 11 February 2019. Prior to 7 February 2014, between 1 May 1999 and 28 March 2013, Miss V.C. also worked as a partner at the Firm, undertaking family work.

2. By its Application dated 22 July 2019 and the statement made pursuant to Rule 5(2) of the Solicitors (Disciplinary Proceedings) Rules 2007 ("Rule 5 Statement"), the Solicitors Regulation Authority ("SRA") brought proceedings before the Solicitors Disciplinary Tribunal ("Tribunal") making five allegations of misconduct against the Respondent. On 26 July 2019 the Tribunal gave directions for the preparation of the matter for hearing. The matter has been listed for a substantive hearing before the Tribunal over three days from 17 to 19 December 2019.

3. The Respondent is prepared to make admissions to allegations set out in the Rule 5 Statement and accepts the factual basis of the admitted allegations as set out in this document.

The Allegations

4. The allegations, which arise out of two Forensic Investigations and relate to conduct that occurred between 28 October 2009 and 31 January 2018, are that:

   Allegation 1.1

   On or around 23 September 2017, the Respondent completed a professional indemnity insurance proposal form for Aon UK Ltd, failing to disclose material information, namely the fact that he was the subject of an on-going SRA

investigation, and in doing so breached either or both of Principles 2 and 6 of the SRA Principles 2011 ("the Principles").
Dishonesty is alleged as an aggravating feature of the Respondent's misconduct but is not an essential ingredient in proving the allegations.

Allegation 1.2

Between 23 - 26 October 2015, he transferred or allowed for the transfer of residual balances in the total sum of about £4,941.33 from client to office accounts, in purported satisfaction of bills, which were in fact illegitimate bills, raised in order to reduce the balances on client ledgers to nil, in breach of Rule 20.1 of the SRA Accounts Rules 2011 ("SAR 2011") and either or both of Principles 2 and 6 of the Principles.
Dishonesty is alleged as an aggravating feature of the Respondent's misconduct but is not an essential ingredient in proving the allegations.

Allegation 1.3

Between around September 2009 and 31 January 2018, he improperly retained funds for unpaid professional disbursements in the office bank account, and in doing so:

i. insofar as such conduct took place during the period from on or around September 2009 to and including 5 October 2011, he acted in breach of Rule 1.04 of the Solicitors' Code of Conduct 2007 ("SCC 2007"); and
ii. insofar as such conduct took place on or after 6 October 2011, he acted in breach of Rule 29.1 of the SAR 2011 and Principle 10 of the Principles.

Allegation 1.4

Between 5 October 2011 and 2018, he failed to properly maintain adequate accounting records in such way as to enable the determination of whether the Firm held sufficient monies to discharge its liabilities to clients, in breach of Rule 29.1 of the SAR 2011, Principle 10 of the Principles, and Outcome 7.2 of the SRA Code of Conduct 2011 ("the 2011 Code").

Allegation 1.5

As at 31 March 2018, he had failed to adequately investigate matters of concern raised by the SRA regarding a long history of office credit balances, in breach of Rule 7.1 SAR 2011, Principle 10 of the Principles, and Outcome 7.3 of the 2011 Code.

5. The SRA has considered the admissions being made, and has considered whether those admissions, and the outcome proposed in this document, meet the public interest having regard to the gravity of the matters alleged. The SRA is satisfied that the admissions and outcomes satisfy the public interest.

Admissions

6. The Respondent makes the following admissions, namely that:

    a. He failed to disclose the fact that he was the subject of an ongoing SRA investigation on a professional indemnity insurance proposal form for Aon UK Ltd, on or around 23 September 2017. This was material information that the Respondent was required to include, but failed to do so. By failing to include this information the Respondent breached Principles 2 and 6 of the SRA Principles.

    b. Between 23 and 26 October 2015, he enabled the transfer of residual balances in the total sum of about £4,941.33 from client to office accounts in satisfaction of bills, which were raised in order to reduce the balances on client ledgers to nil. The Respondent admits that the monies were transferred otherwise than as permitted by Rule 20.1 of the SAR 2011 and that there is no evidence of work being done in relation to those bills. The Respondent admits he acted contrary to Principles 2 and 6 of the Principles.

    c. He improperly retained funds for unpaid professional disbursements in the office bank account. He admits that where funds were so retained between September 2009 and 5 October 2011, he acted in breach of Rule 1.04 of the SCC 2007. Where funds were so retained between 6 October 2011 and 31 January 2018, the Respondent admits he was acting in breach of Rule 29.1 of the SAR 2011 and Principle 10 of the Principles.

    d. Between 5 October 2011 and 2018, he failed to properly maintain adequate accounting records in such way as to enable the determination of whether the Firm held sufficient monies to discharge its liabilities to clients. He admits that in so doing he acted in breach of Rule 29.1 of the SAR 2011, Principle 10 of the Principles, and failed to achieve Outcome 7.2 of the 2011 Code.

    e. Following concerns raised by the SRA regarding a long history of office credit balances, from 31 March 2018 he failed to adequately investigate matters and as such acted in breach of Rule 7.1 SAR 2011, Principle 10 of the Principles, and failed to achieve Outcome 7.3 of the 2011 Code.

7. The factual basis of these admissions is set out below. The factual contents of the Rule 5 Statement and its exhibits are admitted as accurate by the Respondent.

Agreed Facts

8. The Respondent agrees the facts at paragraphs 10 to 50 below.

9. The matters forming the subject of these proceedings came to light following the SRA's receipt of the Accountants Report for the Firm for the period 1 May 2015 to 30 April 2016. The SRA raised with the Respondent concerns identified in that report including: instances of unexplained transfers of money from client to office accounts; disbursements being held in office account longer than permitted by the rules; monies held in office in respect of cancelled cheques; and the existence of un-

cleared cheques which if cleared would put the Firm in excess of its agreed overdraft facility. The Respondent also received guidance on how to rectify the issues identified.

10. The SRA commenced a Forensic Investigation on 30 January 2017 and the Forensic Investigation Officer ("First FIO") was unable to determine whether office credit balances included client money improperly held in the office bank account. The First FI Report highlighted the earliest office credit balance on 21 April 2010, and that as at 31 December 2016, the account books showed 200 office credit balances totalling £242,718.29. By 31 March 2017, the number increased to 204, totalling £280,422.91 and so the Firm had made no progress investigating those balances.

11. The First FIO considered that the office credit balances were caused by the manner in which the Firm recorded disbursements using the accounting software, crediting receipt of monies in respect of disbursement to the office side of the client ledger, without a corresponding entry on client side. The Respondent was asked to explain why this was so. The First FIO discussed these matters with the Respondent on 15 June 2017. Whilst the Respondent stated that he had been going through the issues with his bookkeeper, he stated he *"just never got round to sorting it"*. The First Forensic Investigation Report dated 9 June 2017 was disclosed to the Respondent on 14 September 2017. Throughout this period and through to March 2018 the Respondent was engaged in discussions with the Investigation Office and the Respondent provided updates during this time.

12. On 29 June and 23 July 2017, he stated he had identified balances in which it appeared as though received money for disbursements had not been paid out, when in fact it had been, thus reducing the balance.

13. Having received the First FI Report, on 16 October 2017 the Respondent set out the total value of the office credit balances, which had been reduced to £93,225.66. He explained that the remainder of the balance related to Ms V.C.'s matters who had left the Firm. On 27 November 2017, the Respondent provided a further update reducing the balance by a further £12,379.00 to £80,846.66.

14. On 3 January 2018, he repeated his explanation that remaining balances related to Ms V.C.'s matters and by 6 March 2018, office credit balances were still present. The Respondent had failed to properly investigate and deal with office credit balances and so a second Forensic Investigation commenced. The resulting second forensic investigation Report dated 7 November 2018 ("Second FI Report") was disclosed on 6 December 2018 and the allegations against the Respondent arise from matters set out in this Second FI Report.

Allegation 1.1 – Failure to disclosure material information

15. On 23 January 2017, the SRA notified the Respondent that it would commence a Forensic Investigation into the Firm and did so on 30 January 2017 with an inspection of the Firm's books of account.

16. On 23 September 2017, the Respondent completed a professional indemnity insurance proposal form for Aon UK Ltd, for the period 1 October 2017 to 30 September 2018 and the certificate of insurance was dated 11 October 2017.

17. The Respondent selected "No" in relation to the following question (Question 4) on the proposal form:

"Has the Firm or any prior Practice or any present or former Principals, Partners, Members, Directors, Consultants and employees thereof:
a) Been or is the subject of an investigation that has been upheld, or any investigation or intervention by any regulatory department of the Solicitors Regulation Authority, the Legal Ombudsman Service or any other recognised body?"

18. The duty of the applicant to disclose material information was stated on the form in the following terms:

"Material information is information that would influence an insurer in deciding whether a risk is acceptable and, if so, the premium, terms and conditions to be applied… All material information must be disclosed to insurers to enable terms to be negotiated and cover arranged. This is not limited to answering specific questions that may have been asked in the proposal form. Any changes, which may occur or come to light after a quotation has been given, must also be notified." […] "To ensure cover is not prejudiced, please refer to Aon if there is any doubt as to what information needs to be disclosed."

19. The Respondent also signed a declaration which including the following wording:
"*I/we are satisfied that after all enquiry…..the above details are correct to the best of my/our knowledge and belief and that I/we have not supressed or misstated any material facts*"

20. A contract for professional indemnity insurance is a contract of utmost good faith and the Respondent understands and acknowledges that the details of a previous or on-going SRA investigation are likely to be material information which would influence an insurer in deciding whether a risk is acceptable, and if so, then what premium, terms and conditions are to be applied. The Respondent knew that disclosing details of an SRA investigation to his insurer may have had adverse consequences for the cost of his insurance. The form gave him the opportunity to clarify the position before completing the proposal form. He failed to disclose the details of the SRA investigation.

21. In interview on 6 September 2018, the Respondent stated that he may have "*just misread… what was being asked*", and that it was a "*genuine mistake*".

22. By failing to make full and frank disclosure, the Respondent's completion of the form was misleading. He failed to act with integrity by failing to disclose material information relating to the existence of the SRA investigation and failed to behave in a way that maintained the trust the public places in him and in the provision of legal services.

Allegation 1.2 – Transfer of residual balances from client account to office account

23. In the year ending 30 April 2017, the firm's accountants noted that residual balances in relation to 34 client matters were transferred from the client to the office account on 26 October 2015.

24. The Respondent provided bills relating to the 34 matters (as they were not in the Firm's central bills file) all dated 23 October 2015. These bills were all posted to the client ledgers on 26 October 2015, all had the same description "to our professional charges incurred regarding balance of our costs", and were not numbered in the usual sequence. The accountants noted that the Firm explained this was a "tidying-up" process undertaken on inactive client ledgers.

25. Further analysis of the bills showed that eight did not have an address on them. It is unclear how the bills were sent without the address. In twenty-one matters, the last transaction recorded prior to the bills being raised was more than two years prior to the bill. In a further eleven matters, the last transaction was more than five years prior.

26. On 4 July 2018, in response to questions asked in a Production Notice dated 25 May 2018, the Respondent confirmed that the invoices were sent to clients and that work was done to finalise matters and close the files.

27. No evidence has been provided by the Respondent to show what work the Firm has done on each matter.

28. The Second FIO subsequently wrote to ten clients about the transfer of residual funds. Two clients said they did not receive any invoice. One client said she did receive an invoice. One client could not find the invoice but she believed she had only been charged what had been agreed. Six did not respond.

29. The Second FIO interviewed the Respondent on 6 September 2018. Prior to the interview, on 22 August 2018, the Second FIO asked the Respondent to have ready for review six client files relating to this allegation. On 6 September 2018, when the Second FIO attended for the interview, the Respondent stated that files had been destroyed due to their age.

30. In the interview, the Respondent stated that he thought the costs taken related to fixed fee interviews, and that on occasions bills would not be raised at the time people went to the firm for the consultation. He also stated that the transfer of funds was an exercise to clear old balances, but that they related to legitimate costs incurred. He did not transfer the funds back to the client account, as he was advised to by the accountant's report because he believed the transfers were legitimate.

31. Transfer of client funds is legitimate where it is done pursuant to Rule 20.1 SAR 2011. There is no evidence to suggest the transfer of these residual funds was a transfer of client money from a client account, properly required for a payment of a disbursement, reimbursement, pursuant to instructions, a refund, or any of the other subsections in Rule 20.1. On the contrary, bills relating to these 34 accounts were

raised on the same day, and the accounts were reduced to nil on the same day. The transfers were undertaken to “clear old balances”, thus *not* pursuant to Rule 20.1.

32. The bills that were raised purportedly provide justification for the transfer of the remaining funds. These were in fact a mechanism by which residual balances in client accounts could be transferred to the office account and the Respondent did not take steps to satisfy himself that the money transferred to office account was indeed owed to the Firm in all cases.

33. The Respondent fully accepts responsibility for the breach of Rule 20.1 and in raising these bills on the clients’ ledger, the Respondent sought to give the impression of complying with the rules and regulations. In doing so, the Respondent failed to act with integrity, and failed to behave in a way that maintained the trust the public places in him and in the provision of legal services, in breach of Principles 2 and 6.

Allegation 1.3 – Improperly retained funds in office bank account

34. The Second FI Report was unable to determine the extent of the liabilities to clients as at 31 January 2018, but identified a minimum shortage in the client account of £29,481.05.

35. On 18 client ledgers, cancelled cheques were credited into client ledgers, on the office side, creating a credit balance on the office side of the client ledgers. All cancelled cheques were written back on 30 April 2015, and totalled £18,892.03. This was client money that had been incorrectly held in the office bank account, thus leading to a shortage in the client bank account.

36. Across six client matters the Firm received £14,389.16 for the payment of disbursements, which was retained in the office account instead of being transferred to the client account.

37. There were further examples of monies received for the payment of disbursements, and retained in the office bank account, in excess of the permitted 14 days. These were rectified when the disbursements were paid, prior to 31 January 2018.

38. Rule 29.1 of SAR 2011 provides that accounting records must at all times be properly written up to show dealings with client money received, held, or paid by the Firm, including where held outside the client account, and any office money relating to a client or trust matter. The Respondent improperly retained client money in the office bank account, in breach of Rule 29.1. The Respondent was aware that client money was being held in the office account and of a cash shortage and he therefore failed to protect client money, in breach of Principle 10.

Allegation 1.4 – Failure to maintain proper accounting records

39. From his review of client ledger accounts, the First FIO noted that the office credit balances were caused by the manner in which the firm utilised the disbursements column of the client ledger account. The client matter balance list showed the office

side of the client ledgers had a credit balance of £170,418.79. The Second FIO was unable to determine how much of this sum was client money incorrectly held in the office account, and as such what the extent of the liabilities to clients were as at 31 January 2018.

40. The Respondent said that most of the office credit balances were historical, and dated back to a time when Ms V.C. was working at the firm. He had investigated some of the matters, but that it was difficult because she was no longer at the firm.

41. The Respondent accepts that the disbursements column in the ledger was being improperly maintained, in such a way that the ledgers did not record corresponding entries, in breach of Rule 29.1 of SAR 2011. The Respondent accepts that proper maintenance of the disbursements column in the ledger is vital to ensuring client money is protected and in failing to properly maintain it he left client money at risk and breached Principle 10.

Allegation 1.5 – Inadequate steps taken to investigate and address history of office credit balances

42. As at 31 December 2016, the account books showed 200 office credit balances totalling £242,718.29. By 31 March 2017, the number increased to 204, totalling £280,422.91. The Respondent clearly made no progress investigating the balances between December 2016 and March 2017.

43. During his engagement with the Applicant's Investigations Officer in 2017, the Respondent explained he was going to work through the balances with his accountant to identify what had happened. By 27 November 2017, according to the Respondent the total value of the office credit balances had been reduced to £80,846.66.

44. As at 31 January 2018, the total number of office credit balances had increased to 144 and totalled £170,418.79. Between 27 November 2017 and 31 January 2018, the value of the office credit balances appears therefore to have increased by £89,572.13.

45. The office credit balances occurred because monies paid by clients or the LAA for disbursements to the Firm had either not been paid, or not posted to, the client side of the ledger.

46. As at the extraction date, the Firm held £39,123.13 in the office bank account. It therefore held limited resources to replace the *minimum* client account shortage.

47. The largest office credit balance was £37,745.22. The last posting on this ledger occurred on 31 March 2015.

48. The Respondent accepts that he had not investigated this balance in any detail. A further office credit balance appeared on 30 October 2017, after the Respondent was made aware of the concern around such balances. He accepts he took no further

steps to stop the creation of new office credits and further accepts that he should have done. In doing so, the Respondent accepts he acted in breach of Rule 7.1 SAR 2011 and failed to protect the client money, in breach of Principle 10.

Intervention and referral

49. On 6 February 2019 an Adjudication Panel resolved that they were satisfied that there were grounds for an intervention into the Respondent's practice. The Panel also decided to refer the conduct of the Respondent to the Solicitors Disciplinary Tribunal. The intervention into the Respondent's practice took place on 11 February 2019.

50. On 22 July 2019 disciplinary proceedings were issued.

Mitigation and other relevant facts

51. The following points are advanced by way of mitigation on behalf of the Respondent, but their inclusion in this document does not amount to adoption or endorsement of such points by the SRA:

    a. He has co-operated with the SRA's investigation and has a previously unblemished disciplinary record;

    b. It has always been his genuine intention to comply with all rules and guidance issued by the SRA, but he accepts the errors identified by the forensic investigations;

    c. The Respondent accepts the mechanism he chose to adopt to transfer monies from client to office account was improper, but he genuinely believed that all of the money was properly payable to the Firm;

    d. He put his clients' interests first in his practice and as far as he is aware owes no monies to clients;

    e. It became increasingly difficult for the Respondent to manage his professional conduct obligations whilst relying on payment from Criminal Legal Aid work and he accepts that the management of his practice suffered as a result;

    f. His practising certificate has been suspended. He has not applied for that suspension to be removed and has no intention of practising now or in future;

    g. He recognises that his actions were improper and apologises for them;

    h. As a result of the intervention on 11 February 2019, he and his family suffered serious financial and emotional consequences. His family's health and his own has deteriorated and he was adjudged bankrupt on 10 July 2019. He has no desire to practise as a solicitor and is unable to afford representation at the Solicitors Disciplinary Tribunal.

Explanation as to why the sanction would be in accordance with the Tribunal's Sanctions Guidance

52. Having considered the SDT's Guidance Note on Sanctions, the Respondent accepts that a continued suspension from practice is not a sufficient sanction. The SRA has carefully considered the position in light of the matters set out in the Respondent's Answer and his accompanying letter dated 24 August 2019 to the SRA and the Tribunal. The Respondent admits that his errors of judgment were serious but highlights that they were not planned, they arose in the context of poor accounting, and that he did not benefit from them.

53. Taking into account the gravity of the misconduct, including the Respondent's breach of his absolute obligation to safeguard client money, and the mitigation presented, considers that the protection of the public and the reputation of the profession can be met by the Respondent's name being struck from the Roll.

54. The Respondent denies dishonesty. However, the SRA has considered proportionality and the public interest in respect of dishonesty in light of the extensive admission set out in Respondent's Answer and his letter dated 24 August 2019, including the admissions made as to breaches of the Principles 2 and 6, and the SAR 2011, and in circumstances where the Respondent is prepared to be removed from the Roll and not seek re-entry to the profession.

55. Strike off can be appropriate in the absence of dishonesty and the Respondent and the SRA are agreed that removal from the Roll is a sufficient sanction to mark the seriousness of the misconduct and to protect the public and the reputation of the profession.

Sanction and Agreed Outcome

56. The Respondent accepts that his admitted misconduct was extremely serious.

57. It is proposed that the Respondent be struck off the Roll of Solicitors.

58. The Respondent hereby gives a binding undertaking to the SRA and to the Tribunal that:

    a. He will not seek re-admission to the Roll from the date on which the Respondent's name is removed from the Roll; and

    b. With immediate effect, in accordance with the definition contained in section 43(1)(A) of the 1974 Act, he will not be involved, whether as owner, manager, employee or in any other capacity, in any entity providing legal services authorised by the SRA, nor have an interest in any such entity.

59. The Respondent do pay such costs of and incidental to the Application and enquiry agreed in the sum of £33,177.54, such costs not to be enforced without the leave of the Tribunal.

60. The Respondent understands fully the effect of the undertakings given in paragraph 58 and the basis on which those undertakings are given, namely, the matters set out in this Statement of Agreed Facts and Outcome.

61. Having regard to the extensive admissions made by the Respondent and to the undertakings offered by him the SRA will if such undertakings are acceptable to the Tribunal, and if such undertakings are complied with, not pursue the unadmitted allegation of dishonesty against the Respondent as it does not consider such pursuit to be in the public interest. The unadmitted allegation (being one of dishonesty attached to allegations 1.1 and 1.2) will lie on the file marked not to be proceeded with without permission of the Tribunal.

62. If the undertakings contained in paragraphs 58(a) to 58(b) are not complied with, or if the Respondent acts in any way inconsistent with this Statement, all issues may be referred back to the Solicitors Disciplinary Tribunal.

Dated this day of November 2019

On behalf of the Applicant

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Keith John O'Neill