

SOLICITORS DISCIPLINARY TRIBUNAL

IN THE MATTER OF THE SOLICITORS ACT 1974

Case No. 12081-2020

BETWEEN:

SOLICITORS REGULATION AUTHORITY

Applicant

and

MARIA WILLIAMS

Respondent

Before:

Mr P S L Housego (in the chair)

Mr W Ellerton

Mr P Hurley

Date of Consideration: 14 September 2020

Appearances

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

JUDGMENT ON AN AGREED OUTCOME

Allegations

1. The allegations made by the Applicant against the Respondent were set out in a Rule 12 Statement dated 9 April 2020 and were that:
 - 1.1 On or around 10 July 2017, having accepted £4,500.00 in cash from client Ms CS in order to discharge counsel's fees, she retained £2,000.00 of that money without Ms CS's authority, failing to pay it into client account, thereby breaching all or alternatively any of Principles 2 and 6 of the SRA Principles 2011 and Rule 14.1 of the SRA Accounts Rules 2011.
 - 1.2 She altered a fee note from 18 St John Street Chambers dated 16 March 2018 in order to disguise the true date on which payment was made by her to discharge the fees of Mr Jonathan Dale of Counsel, thereby breaching all or alternatively any of Principles 2 and 6 of the SRA Principles 2011.
 - 1.3 On 14 December 2018, in an attempt to conceal her wrongdoing and to prevent the SRA from discovering what she had done, she contacted Mr John Poyser by way of a text message and asked him to remove from a file of documents to be sent to the SRA the fee note which she had altered, thereby breaching all or alternatively any of Principles 2 and 6 of the SRA Principles 2011.
2. In addition, dishonesty was alleged as an aggravating factor in respect of each allegation.

Documents

3. The Tribunal had before it an electronic bundle containing the following documents:
 - Rule 12 Statement dated 9 April 2020 with Exhibit AHJW1.
 - Respondent's Answer to the Rule 12 Statement dated 15 May 2020.
 - Signed Statement of Agreed Facts and Proposed Outcome (undated).
 - Judgment in respect of a previous sanction imposed by the Tribunal on the Respondent on 2 February 2006.

Factual Background

4. The Respondent was born in April 1960. She was admitted to the Roll of Solicitors in July 1999. At the date of consideration of the Agreed Outcome Proposal the Respondent did not hold a practising certificate.
5. At the material time of the admitted misconduct, the Respondent was working as a consultant solicitor at John Poyser Solicitors ("the Firm") based in Manchester. Mr Poyser reported the Respondent to the Applicant for the matters particularised in the admitted allegations on 22 August 2018.

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

6. The parties invited the Tribunal to deal with the Allegations against the Respondent in accordance with the Statement of Agreed Facts and Outcome annexed to this

Judgment. The parties submitted that the outcome proposed was consistent with the Tribunal's Guidance Note on Sanctions.

Findings of Fact and Law

7. The Applicant was required to prove the allegations on a balance of probabilities. The Tribunal had due regard to the Respondent's rights to a fair trial and to respect for her private and family life under Articles 6 and 8 of the European Convention for the Protection of Human Rights and Fundamental Freedoms.
8. The Tribunal reviewed all the material before it and was satisfied on a balance of probabilities that the Respondent's admissions were properly made.
9. The Tribunal considered the Guidance Note on Sanctions (Seventh Edition: November 2019). In doing so the Tribunal assessed the culpability and harm identified together with the aggravating and mitigating factors that existed.
10. The Respondent had admitted three episodes of dishonest conduct over a 16 month period. The first incident was motivated by personal gain and a desire to deprive the client account of funds that should have been deposited therein. The subsequent acts of dishonesty were (a) perpetrated with the intention of covering up her initial dishonest act (b) planned, (c) premeditated and (d) self-serving. Her misconduct caused irreparable harm to the reputation of the legal profession, breached the fundamental tenet that all solicitors should be capable of being trusted to the ends of the earth and was incompatible with her continued inclusion on the Roll of Solicitors.
11. The Tribunal considered that in the light of the admitted conduct, the proposed sanction of strike off was appropriate, proportionate and in accordance with the Sanctions Guidance.

Costs

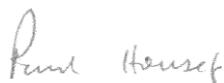
12. The parties agreed that the Respondent should pay the Applicant's costs of these proceedings fixed in the sum of £3,678.00. The Tribunal considered the costs application to be appropriate and proportionate, and ordered that the Respondent pay the costs in the agreed amount.

Statement of Full Order

13. The Tribunal Ordered that the Respondent, MARIA WILLIAMS, solicitor, be STRUCK OFF the Roll of Solicitors and it further Ordered that she do pay the costs of and incidental to this application and enquiry fixed in the sum of £3,678.00.

Dated this 17th day of September 2020

On behalf of the Tribunal



P S L Housego
Chair

JUDGMENT FILED WITH THE LAW SOCIETY
17 SEPT 2020

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

AND IN THE MATTER OF:

SOLICITORS REGULATION AUTHORITY

Applicant

and

MARIA WILLIAMS

Respondent

STATEMENT OF AGREED FACTS AND PROPOSED OUTCOME

1. By its application dated 9 April 2020, and the statement made pursuant to Rule 12(2) of the Solicitors (Disciplinary Proceedings) Rules 2019 which accompanied that application, the Solicitors Regulation Authority ("the SRA") brought proceedings before the Solicitors Disciplinary Tribunal making three allegations of misconduct against Ms Williams.
2. The allegations against Ms Williams made by the SRA within that statement were that:

Allegation 1.1

On or around 10 July 2017, having accepted £4,500.00 in cash from client Ms CS in order to discharge counsel's fees, she retained £2,000.00 of that money without Ms CS's authority, failing to pay it into client account, thereby breaching all or alternatively any of Principles 2 and 6 of the SRA Principles 2011 and Rule 14.1 of the SRA Accounts Rules 2011.

Allegation 1.2

She altered a fee note from 18 St John Street Chambers dated 16 March 2018 in order to disguise the true date on which payment was made by her to discharge the fees of Mr

Jonathan Dale of Counsel, thereby breaching all or alternatively any of Principles 2 and 6 of the SRA Principles 2011.

Allegation 1.3

On 14 December 2018, in an attempt to conceal her wrongdoing and to prevent the SRA from discovering what she had done, she contacted Mr John Poyser by way of a text message and asked him to remove from a file of documents to be sent to the SRA the fee note which she had altered, thereby breaching all or alternatively any of Principles 2 and 6 of the SRA Principles 2011.

3. In addition, dishonesty was alleged as an aggravating factor in respect of each allegation.
4. Ms Williams admits all of the allegations. She also admits the aggravating feature of dishonesty attached to each allegation.

Agreed Facts

5. Ms Williams' date of birth is 1960. She was admitted to the Roll of Solicitors on 1 July 1999. Her SRA ID number is: 193554.
6. She does not hold a current practising certificate.
7. At the time of the admitted misconduct, she was working as a consultant solicitor at John Poyser & Co Solicitors ("the firm"), the address of which is: 5a High Lane, Chorlton, Manchester, M21 9DJ.
8. On 22 August 2018, the SRA received a report from Mr John Poyser. It can be summarised as follows:
 - i. It stated that, at the material time, the firm represented a client, Ms CS on "three probate related matters" which were dealt with by Ms Williams.
 - ii. On 5 June 2018, Mr Poyser met with the client concerned "in order to explain to the client recent developments that were taking place on her case."
 - iii. At the time Mr Poyser met with Ms CS, Ms Williams was away from the office on annual leave.
 - iv. Mr Poyser asserted that, during the course of the meeting, "the issue of costs was discussed and payments the client had made to the firm on account of fees."
 - v. He stated that "the client was disputing" the amount of money which the firm had understood she had paid.

- vi. Ms CS stated that she had brought “a payment of £4500” into the firm and that she had handed that to Ms Williams “as well as other payments.”
- vii. Mr Poyser reported that, because it was not clear from the client ledger what payments had been made, the client agreed to obtain copies of her bank statements evidencing the payments.
- viii. Ms CS told Mr Poyser “that she had never been provided with any receipts for the money she had paid in cash.”
- ix. Mr Poyser reported that he told the client that he would speak with Ms Williams on her return from annual leave.
- x. He went on to say that, before Ms Williams returned from annual leave, Ms CS visited the firm once more to hand over a “Barclays bank account statement showing the withdrawal of £4500 in cash on 10 July 2017 and a Halifax bank account statement showing a series of withdrawals amounting to £6,090.00 between 11 April 2017 and 10 July 2017.”
- xi. Mr Poyser agreed with the client that he would treat the matters which she had raised as a formal complaint.
- xii. When Ms Williams returned from annual leave, Mr Poyser went on to state, he “put to her the allegations that had been made by the client and the evidence that was apparent from the file, the client ledger and what had been produced... by the client.”
- xiii. Upon questioning, Ms Williams “conceded she had taken £4500 in cash from the client in breach of the firm’s anti-money laundering policy...”
- xiv. Ms Williams explained that she had requested £4,500 from Ms CS to discharge outstanding fee notes for counsel on the matter in the following sums: £900.00, 1,200.00 and £2,400.00.
- xv. Ms Williams furnished Mr Poyser with a copy of a receipt, evidencing the withdrawal of £4,500.00 from Barclays Bank, which Ms CS had provided.
- xvi. Mr Poyser reported that, around the date Ms CS paid the sum of £4,500.00 to Ms Williams, “there were credits to client account on 10th July for £1500 and a further credit on 12th July for £1000 amounting to £2500 in total.” He went on to say, “both credits were recorded as monies on account of Counsel’s fees and then on 10th July 2017 a debit of £1200 towards Counsel’s fees and a further debit on 13th of July of £900. These payments tally with the receipted invoices from both Counsels on 12th of July 2017 and 14th of July 2017 respectively.”
- xvii. Ms Williams told Mr Poyser that, in relation to the missing £2,000.00, she was being chased by counsel for payment of his fees and that she therefore discharged his fee out of her personal funds.
- xviii. Mr Poyser gave the following four reasons as to why Ms Williams’ actions concerned him: 1) what she had done was in breach of the firm’s anti-money laundering policy, 2)

- she had not provided the client with receipts for any of the monies received, 3) she had not paid the monies received into client account promptly, 4) she had taken £2,000.00 without authority.
- xix. He stated that he had asked Ms Williams to obtain, from her bank, a copy of the cheque she alleged she had paid to the barrister.
- xx. He also stated that he had told Ms Williams that he would be reporting the matter to the SRA.
- xxi. He reported that Ms Williams had told him that the cheque had been paid out of an account in her father's name and that she would have to ask her father to request a copy of the cheque for her.
- xxii. Mr Poyser went on to state, "my investigation into the client's complaint revealed that the firm had record of her paying on account of fees the sum of £6,791.86."
- xxiii. He stated that he added to that "the amount that the client alleged she had paid in addition by way of cash payments...which brought the total payment on account to £10,590, a difference of £3,798.14."
- xxiv. He confirmed that the client had a bill outstanding to the firm in the sum of £14,400.00 inclusive of VAT in relation to one of her litigated matters.
- xxv. Mr Poyser confirmed that, on a without prejudice basis and in an attempt to resolve her complaint, he agreed to deduct from the outstanding bill the unaccounted amount of £3,798.14, leaving a balance for the client to discharge in the sum of £10,601.86. Mr Poyser further confirmed that Ms CS agreed to accept that in full and final settlement of her complaint.
- xxvi. Mr Poyser said that he gave Ms CS the option of escalating her complaint to the Legal Ombudsman but that she declined that course of action.
- xxvii. Mr Poyser confirmed that he did not receive from Ms Williams a copy of the cheque requested, and so therefore requested a copy from counsel direct.
- xxviii. Mr Poyser also requested from the client, "copies of the bank statements to show the transfer of monies out of her Halifax Instant Saver account into the client's Halifax Current Account."
- xxix. Mr Poyser said that, on 1 August 2018, he received a copy of the cheque from the barrister. He confirmed that the date on which the cheque was issued was 15 March 2018 and that it had been paid from Ms Williams' personal account. He further stated that it "did not tally with the period initially given...by Ms Williams neither had it been paid from her father's account as she alleged."
- xxx. Mr Poyser said that, after that, he put to Ms Williams the evidence of the cheque dated 15 March 2018, and the fact that it was not dated prior to the date she took the £4500.00 from Ms CS.

- xxxi. When Ms Williams returned to the office on 13 August 2018, following a period of annual leave, Mr Poyser “asked for her explanation as to why Counsel’s fees had only been discharged...some eight months after she had received payment from the client and why she had said that the cheque had been paid out of her father’s bank account as opposed to her own personal account.”
- xxxii. Mr Poyser then went on to say that Ms Williams then “explained that she had the money in her desk drawer for some 8 months and it was an oversight on her part but she had simply forgot that it was there.”
- xxxiii. Mr Poyser averred that he had found Ms Williams’ explanation “surprising” and went on to say, “I was not satisfied with that explanation nonetheless but if that was her explanation then that was it.”
- xxxiv. He informed Ms Williams that he would be reporting the matter to the regulator.

Allegation 1.1

- 9. Ms Williams acted for Ms CS on three probate related matters.
- 10. In his initial report to the SRA, Mr Poyser explained that, on 5 June 2018, he had “cause to meet with the client in Miss Williams’ absence in order to explain to the client recent developments that were taking place on her case as I was asked to do by Miss Williams whilst she was absent on annual leave.”
- 11. Mr Poyser explained, “during our meeting the issue of costs was discussed and payments the client had made to the firm on account of fees.”
- 12. Ms CS told Mr Poyser that “that there was...a payment of £4500 she had brought into the firm in cash and handed to Miss Williams as well as other payments.”
- 13. Mr Poyser was unable to see either from the client file or from the client ledger what payments the client had made.
- 14. He therefore asked Ms CS to obtain “copies of her bank statements evidencing the amounts and the dates of the withdrawals which were brought in and handed to Miss Williams in cash.”
- 15. Mr Poyser told Ms CS that the allegation she was making concerned him because:
 - i. It was not the firm’s policy to accept cash in excess of £1,000.00; and
 - ii. Ms CS said that she had never been provided with any receipts for the money she had paid in cash which was in breach of the firm’s policy and the fact that any money received must always be deposited into client account immediately.
- 16. Ms CS subsequently returned to the firm’s offices with a copy of a Barclays bank account statement evidencing the fact that she had withdrawn £4,500.00 in cash on 10 July 2017.

17. Mr Poyser informed Ms CS that, in view of the allegation she had raised, he would treat the matter as a formal complaint.
18. Mr Poyser raised the matter with Ms Williams on her return from annual leave.
19. Ms Williams “conceded she had taken £4,500, in cash from the client in breach of the firm’s anti-money laundering policy which she had not paid into the client account for which she apologised.”
20. Ms Williams told Mr Poyser that monies in the sum of £4,500 had been requested from the client “to discharge three Counsels fee notes which had been incurred during the course of the litigation proceedings” in the following amounts: £900.00, £1,200.00 and £2,400.00. She also produced to Mr Poyser a copy of a cash withdrawal receipt which Ms CS had given to her when handing over the £4,500.00 in cash.
21. Subsequently, Mr Poyser revisited the client ledger. It showed the following activity:
 - i. On 10 July 2017, £1,500.00 was credited to the client side of the ledger for “Monies on Account Of Counsel’s Fees.”
 - ii. On 12 July 2017, a further £1,000.00 was credited to the client side of the ledger for “Monies on Account Of Counsels fees.”
 - iii. On 10 July 2017, a payment of £1,200.00 debiting the client side of the ledger to discharge the fees of Richard Oughton of Counsel.
22. Mr Poyser asked Ms Williams what had happened to the remaining £2,000.00.
23. She gave the following explanation:
 - i. She said that, as she was being chased for the payment of counsel’s fees in the sum of £2,000.00, she had paid that “out of her personal funds.”
 - ii. She said that, therefore, she had taken the remaining £2,000.00 by way of reimbursement for the monies she had already paid.
24. As Ms Williams had told Mr Poyser that she had discharged counsel’s fees out of her own funds, he asked her to produce a copy of the cheque she had sent to the barrister’s chambers for payment of the fees.
25. At that, Ms Williams replied that the payment had been made out of an account in her father’s name and that she would therefore have to ask him to request a copy of the cheque for her.
26. As the copy of the cheque that he had requested from Ms Williams was not forthcoming, Mr Poyser “approached the barrister direct to request a copy of the cheque he had been given in payment of his fees.”
27. He explained to counsel’s clerk that the reason as to why he was requesting the information was because, “whilst...(he)...could see that he had been paid his fee as...(he)...had a

receipted invoice on file,...(he) had no record on the client ledger as to how he had been paid.”

28. Mr Poyser subsequently received a copy of the cheque from 18 St John Street Chambers on 1 August 2018. It is dated 15 March 2018, it is made payable to Jonathan Dale, it is in the sum of £2,400.00 and it has been paid from a bank account in the following name: “Mr E E Williams t/a Maria Williams Estates.”
29. Mr Poyser questioned Ms Williams on the fact that that the cheque was dated 15 March 2018 and on the inconsistencies in her version of events.
30. Ms Williams responses to Mr Poyser’s questions can be summarised as follows:
 - i. She enquired as to how Mr Poyser had been able to obtain a copy of the cheque and said that she would need to speak to her bank.
 - ii. She said that the money had been in her desk drawer for 8 months and that it had been an oversight on her part that she had forgotten it was there.
 - iii. She said that she only realised in March 2018, when she was due to go on annual leave and clearing out her desk drawer, that the money was still in her desk drawer.
 - iv. She said that she had felt embarrassed that she had not paid the monies into the firm’s client account, and therefore discharged the barrister’s fees out of her own funds and paid the cash into her bank account.
31. In an e-mail to the Investigation Officer at the SRA, dated 11 February 2019 and timed at 10:29, Mr Poyser referred to having received the “actual fee note” from chambers “last week.” He sent to the Investigation Officer a copy of an e-mail from Stuart Howard-Cofield (dated 6 February 2019 and timed at 09:59) which attached a copy of the receipt displaying the true date on which the payment was received.
32. Referring to Ms Williams’ explanation regarding what had occurred, Mr Poyser concluded his report to the SRA by saying, “I said that I was not satisfied with that explanation nonetheless but if that was her explanation then that was it...I informed Miss Williams that I would be reporting the matter to the SRA...”
33. A letter dated 21 August 2018 in which Ms Williams ended her professional relationship with the firm read:

“Dear Teresa and John

I just want to apologise once again for putting you both in this predicament, I feel so awful and thoroughly ashamed of my actions which makes it worse knowing I could have spoken to John about it and did not since I was fearful of a telling off!, which clearly looking back was the better of the two positions I could find myself. I then panicked and one thing led to another. Please forgive me, I am truly sorry...”

Allegation 1.2

34. On the 11 February 2019, the Investigation Officer at the SRA with conduct of the matter received an e-mail from Mr Poyser, timed at 10:29. It read as follows:

“Dear James

Further to our telephone conversation this morning, please find attached copies of Counsel’s fee note and WhatsApp message received from Ms Williams.

The first attachment is the copy fee note you will find amongst the complaints file you have been sent. There is then the message I mentioned I received from Miss Williams and the third attachment is the actual fee note I received from chambers last week. You will note when comparing the notes, that the dates on the copy fee note (the first attachment) has been altered.

I would be grateful if you could acknowledge safe receipt.

Kind regards

John Poyser”

First attachment containing the falsified fee note

35. Mr Poyser sent to the SRA a fee note for Mr Jonathan Dale of counsel. It was the first attachment to the e-mail received from Mr Poyser on 11 February 2019.
36. The fee note states that it was printed by a person by the name of Stuart Howard-Cofield on 16 March 2018. In the “date” column on the left-hand side of the document, the first date is 30/05/2017, the second date is 01/06/2017 and the third date is 13/07/2017. This document, on the face of it, indicates that, on 13 July 2017, a payment in the sum of £2,400.00 was received by 18 St John Street Chambers for the fees Mr Jonathan Dale of Counsel.
37. It is the SRA’s case that, in fact, the date of 13 July 2017 on this document is a false date and that Ms Williams inserted that date onto the document to make the reader believe that she had discharged counsel’s fees much sooner after taking receipt of the monies from the client than was the case. Further, the SRA asserts that Ms Williams altered the date on this document to suit her own case and to conceal her wrongdoing. Ms Williams admits this.

Genuine fee note

38. In his initial report to the SRA, Mr Poyser stated:

“Miss Williams had been asked to provide me with a copy of the cheque she paid to the barrister on the 29th June 2018. As time was passing and I had not received from her confirmation that the cheque had been requested, unbeknown to Miss Williams I then approached the barrister direct to request a copy of the cheque he had been given in payment of his fees. I explained to Counsel’s clerk that the reason for my request was because whilst I could see that he had been paid his fee as I had a receipted invoice on file, I had no record on the client ledger as to how he had been paid. Counsel’s receipted invoice was dated 16 March 2018. I was unclear at this stage as to whether the date of his receipted invoice was an error on their part, but did not mention this to Counsel other than to simply request a copy of the cheque he was given.”

Allegation 1.3

39. Moreover, on 11 February 2019, Mr Poyser contacted the Investigation Officer at the SRA to inform him that he had been asked by Ms Williams to remove from a bundle of documents, which he was preparing to send to the SRA, the fee note referred to in paragraphs 34 to 38, above, which the Respondent had altered.

40. Mr Poyser told the SRA that he had received the communication from Ms Williams in the form of a WhatsApp text message, received on 14 December 2018 and timed at 07:29. The message, in full, read as follows:

“Morning John, I pray you are well. I noticed yesterday amongst the docs going to the SRA was the fee note which I altered for counsel, if that goes with the docs it will make thing difficult for me. I confirmed to them when I wrote that I was not truthful when you asked me about matter but I did not say that I tried to cover up my actions by changing the payment date of the fee note, which will take it to another level. Can I take that fee note off the file & leave on unaltered one? I am sorry to ask this of you.”

41. There can be no doubt that, in this message, Ms Williams was asking another solicitor, namely Mr Poyser, to remove a document from a bundle of documents so as to conceal the true extent of her wrongdoing from the regulator.

42. Ms Williams admits to sending this message.

43. In a letter to the SRA dated 30 July 2019 she stated,

“I did send the WhatsApp message to John, I knew I had done wrong in altering the invoice and did not want this additional wrong to be brought to the SRA’s attention.”

44. During the course of a telephone conversation with the Investigation Officer on 22 August 2019, Ms Williams also admitted that what she had done was wrong.

The SRA’s investigation

45. On 29 July 2019, the Investigation Officer at the SRA with conduct of the matter sent to Ms Williams an Explanation With Warning Letter (“the EWW letter”) setting out a number of alleged breaches of the SRA Code of Conduct 2011 that he had identified.
46. Ms Williams replied by letter the following day. The second paragraph of her letter read as follows:
- “You have asked for a response to 2 questions and they are as follows: -
1. I did send the Whatsapp message to John, I knew I had done wrong in altering the invoice and did not want this additional wrong to be brought to the SRA’s attention.
 2. I categorically deny receiving any further money from Ms Spencer, she gave me only £4,500 cash on that occasion and nothing further.
- With regard to other professional bodies, I can confirm that I am only a member of the Law Society.”
47. In her response, she also referred to a letter which she had sent to the SRA on 26 November 2018 setting out her position in relation to the allegations.
48. On 6 November 2019, an Authorised Officer in the SRA’s Legal and Enforcement Department decided to refer Ms Williams’ conduct to the Solicitors Disciplinary Tribunal. Ms Williams was informed of the Authorised Officer’s decision on 7 November 2019.

Mitigation

49. The following mitigation, which is not endorsed by the SRA, is put forward by Ms Williams.
- (i) The Respondent deeply regrets this episode and the conduct that has led to her being struck off the Roll. In mitigation, she was suffering from impaired physical and mental health for some time although she recognised that this does not excuse her conduct. Her conduct did not lead to loss as counsel was reimbursed by her from her personal funds.

Ms Williams does not contend that the mitigation set out above amounts to exceptional circumstances which would justify the Tribunal making any order other than that she be struck off the Roll of Solicitors.

Previous regulatory history

50. Ms Williams has appeared before the Solicitors Disciplinary Tribunal on one occasion previously (case number: 9277-2005). A copy of the Tribunal's judgment is attached to this Agreed Outcome document.
51. The matter was heard by the Tribunal on 2 February 2006. The allegations, all of which were admitted by Ms Williams, concerned accounts rules breaches. At the conclusion of the hearing, the Tribunal found all of the allegations proven.
52. The Tribunal ordered that Ms Williams be suspended from practice for a period of 1 year commencing on 2 February 2006. It also ordered her to pay the costs of the application and enquiry fixed in the sum of £10,250.00.

Sanction proposed

53. Taking account of the seriousness of the admitted misconduct, and having considered the Solicitors Disciplinary Tribunal's Guidance Note on Sanctions, the SRA contends, and the Respondent accepts, that the proper penalty in this case is for the Respondent to be struck off the Roll of Solicitors.
54. With respect to costs, it is further agreed by Ms Williams that she should pay the SRA's costs of the enquiry and application fixed in the sum of £3,678.00.

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

55. Ms Williams has admitted dishonesty in relation to each allegation. The Solicitors Disciplinary Tribunal's "Guidance Note on Sanction" (5th edition), at paragraph 47, states that: "*The most serious misconduct involves dishonesty, whether or not leading to criminal proceedings and criminal penalties. A finding that an allegation of dishonesty has been proved will almost invariably lead to striking off, save in exceptional circumstances (see **Solicitors Regulation Authority v Sharma [2010] EWHC 2022 (Admin)**).*"
56. In **Sharma [2010] EWHC 2022 (Admin)** at [13] Coulson J summarised the consequences of a finding of dishonesty by the Tribunal against a solicitor as follows:

“(a) Save in exceptional circumstances, a finding of dishonesty will lead to the solicitor being struck off the Roll ... That is the normal and necessary penalty in cases of dishonesty...

(b) There will be a small residual category where striking off will be a disproportionate sentence in all the circumstances ...

(c) In deciding whether or not a particular case falls into that category, relevant factors will include the nature, scope and extent of the dishonesty itself, whether it was momentary ... or over a lengthy period of time ... whether it was a benefit to the solicitor ... and whether it had an adverse effect on others...”

57. Ms Williams’ dishonest conduct was repeated. She withheld £2,000.00 from the monies received from Ms CS for her own purposes, rather than pay it into the client account in accordance with the accounts rules. She also altered the date on a fee note received from 18 St John Street Chambers in order to mislead Mr Poyser into believing that she had discharged counsel’s fees soon after having received the funds from Ms CS, being consistent with the explanation that she had provided to him. Finally, during the course of the SRA’s investigation into her misconduct, she asked Mr Poyser to withhold the document that she had altered from the SRA in order to cover up her previous acts of dishonesty.

.....

Alastair Henry John Willcox, Senior Legal Adviser, on behalf of the SRA

Maria Williams