

SOLICITORS DISCIPLINARY TRIBUNAL

IN THE MATTER OF THE SOLICITORS ACT 1974

Case No. 12158-2021

BETWEEN:

SOLICITORS REGULATION AUTHORITY

Applicant

and

MICHAEL CAHILL

Respondent

Before:

Mrs A. Kellett (in the chair)

Mr J. Evans

Dr A. Richards

Date of Hearing:

10 May 2021

Appearances

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

The Respondent did not attend and was not represented.

JUDGMENT

Allegations

1. The allegations against the Respondent were set out in a Rule 12 Statement dated 15 January 2021 and were that:
 1. On or about 27 December 2017, he caused or allowed documents to be submitted to Loan Logics Limited and/or Exclusive Finance UK Limited in support of a loan application (“the Loan Application”) which he knew to contain a signature purporting to be that of an individual with an interest in the property against which the loan was to be secured, AB, when he knew that the signature was not that of AB, and in doing so he breached one or both of Principles 2 and 6 of the SRA Principles 2011 (“the Principles”).
 - 1.2 On or around 18 January 2018 he produced or caused to be produced to Loan Logics Limited and/or Exclusive Finance UK Limited in support of the Loan Application a letter which:
 - 1.2.1 purported to have been written by Mr PS of Firm A when he knew that was not the case; and/or
 - 1.2.2 contained information about his employment at Firm A which he knew to be inaccurate and misleading;and in doing so breached one or both of Principles 2 and 6.
 - 1.3 On a date unknown, believed to be on or about 31 January 2018, he caused or allowed one or more of the following documents to be submitted to Loan Logics Limited and/or Exclusive Finance UK Limited in support of the Loan Application:
 - 1.3.1 an undated legal charge;
 - 1.3.2 a letter purportedly from Firm B Limited dated 31 January 2018;
 - 1.3.3 an affidavit purportedly dated 18 January 2018;which he knew to contain a signature purporting to be that of another solicitor, Mr DO, when he knew that the signature was not that of Mr DO; and in doing so he breached one or both of Principles 2 and 6.
 - 1.4 On a date unknown, believed to be on or about 31 January 2018, he caused or allowed one or more documents to be submitted to Loan Logics Limited and/or Exclusive Finance UK Limited in support of the Loan Application which he knew to contain a signature purporting to be that of an individual, Ms ST, when he knew that the signature was not that of Ms ST, and in doing so he breached one or both of Principles 2 and 6.
 - 1.5 On a date unknown, believed to be on or about 18 January 2018, he produced or caused to be produced to Loan Logics Limited and/or Exclusive Finance UK Limited in support of the Loan Application documents purporting to relate to employment by a firm of solicitors, Firm A, which he knew to be forged and misleading, namely:

1.5.1 pay slips;

1.5.2 a purported P60 form;

and in doing so breached one or both of Principles 2 and 6.

- 1.6 On a date unknown, believed to be on or about 18 January 2018, he produced or caused to be produced to Loan Logics Limited and/or Exclusive Finance UK Limited a photocopy of a passport which purported to have been, but which he knew was not, certified by a solicitor, and in doing so breached one or both of Principles 2 and 6.
- 1.7 On or about 13 December 2018 he provided misleading and inaccurate information to the SRA, in that he falsely stated that the purpose of a loan application was to obtain funds to acquire an interest in his matrimonial home when this was not the case, and in doing so breached any or all of Principles 2, 6 and 7.
2. Allegations 1.1 to 1.7 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 not as an essential ingredient in proving the allegations.

Documents

3. The Tribunal considered all the documents in the case which included:

Applicant

- Application and Rule 12 Statement dated 15 January 2021 with exhibits;
- Witness statement of AB dated 22 November 2020 and exhibits;
- Supplementary witness statement of AB dated 21 March 2021 and exhibit;
- Supplementary witness statement of Mr DC dated 11 March 2021;
- Letter to the Respondent dated 10 March 2021 with exhibit;
- Rule 28(2) Solicitors (Disciplinary Proceedings) Rules 2019 Notice dated 22 March 2021;
- Certificate of readiness dated April 2021;
- Statements of Costs at Issue dated 15 January 2021 and at the substantive hearing dated 29 April 2021;
- A "relevant correspondence" folder of documents comprising 672 pages (relating in the main to service).

Respondent

- The Respondent had not filed any documents at the Tribunal.

Preliminary Matters

Application to proceed in the Respondent's absence

4. The Respondent was not present when the hearing was due to begin, and no communication had been received by the Tribunal from him at any stage.

5. Ms Bruce, for the Applicant, stated that in support of an application to proceed in the Respondent's absence she needed to satisfy the Tribunal that service had been effective and that it was fair in all the circumstances to proceed.
6. As to service, Ms Bruce stated that as Capsticks had struggled to contact the Respondent, a tracking and tracing company had been instructed. Ms Bruce referred the Tribunal to a signed certificate of service confirming that on 20 February 2021 the Respondent had been personally served with folders containing the proceedings paperwork. Amongst the papers served was a letter confirming the substantive hearing dates, and Standard Directions issued by the Tribunal which also confirmed the hearing dates. Ms Bruce invited the Tribunal to find that service had been effective.
7. Ms Bruce stated that the Respondent had not made any application for an adjournment. He had provided no explanation or evidence for his non-attendance. Ms Bruce submitted that the Respondent had voluntarily absented himself from the hearing. Ms Bruce referred the Tribunal to the cases of R v Jones [2002] UKHL 5 and GMC v Adeogba [2016] EWCA Civ 162. Ms Bruce submitted that there was no indication that the Respondent would attend a future hearing. Ms Bruce submitted that Adeogba, which applied Jones in a regulatory context, was authority for there being an obligation on a professional to engage with their regulator including any regulatory proceedings. Ms Bruce submitted that in all the circumstances it was fair for the hearing to proceed.
8. The Tribunal was satisfied that notice of the hearing had been served on the Respondent and that accordingly by virtue of Rule 36 of the Solicitors (Disciplinary Proceedings) Rules 2019 ("SDPR") it had the discretion to hear the case in the Respondent's absence if that was fair in all the circumstances.
9. The Tribunal considered the factors set out in Jones in respect of what should be considered when deciding whether or not to exercise its discretion to proceed in the absence of the Respondent. The Tribunal gave due weight to the judicial comment in Jones that it is only in rare and exceptional cases that the discretion to proceed in a Respondent's absence should be exercised. The Tribunal also had regard to the observations in Adeogba, that in determining whether to continue with regulatory proceedings in the absence of the accused, the following factors should be borne in mind by a disciplinary tribunal:
 - (i) the tribunal's decision must be guided by the context provided by the main statutory objective of the regulatory body, namely the protection of the public;
 - (ii) the fair, economical, expeditious and efficient disposal of allegations was of very real importance;
 - (iii) it would run entirely counter to the protection of the public if a respondent could effectively frustrate the process and challenge a refusal to adjourn when that practitioner had deliberately failed to engage in the process; and
 - (iv) there was a burden on all professionals subject to a regulatory regime, to engage with the regulator, both in relation to the investigation and ultimate resolution of allegations made against them. That is part of the responsibility to which they signed up when being admitted to the profession.

10. The Respondent had not asked for an adjournment or engaged with the proceedings to any extent, save for agreeing to meet with the tracing agent to receive the documents. The Tribunal did not consider that there were any grounds for considering that the Respondent would participate in a hearing at a later date. In all the circumstances the Tribunal determined that the Respondent had voluntarily absented himself from the hearing and there was no good reason not to proceed. The allegations were of serious misconduct and the Tribunal was satisfied that in all the circumstances it was appropriate and in the public interest for the hearing to proceed in the Respondent's absence.

Background

11. The Respondent was admitted to the Roll of Solicitors on 15 May 2002. At the date of the Rule 12 Statement he did not hold a current practising certificate. His last certificate, for the year 2018/2019, was not subject to any conditions.
12. Six of the seven allegations related to the Respondent's conduct in connection with an application for a loan. It was alleged that during the course of applying for the loan, purportedly in joint names with his estranged wife AB, the Respondent caused to be submitted to the loan broker, or the finance company providing the loan, numerous documents which were forged and/or were misleading, which purported to be supportive of the loan application and which were relied on or capable of being relied on in decisions as to whether a loan should be offered. The seventh allegation related to information provided to the Applicant about the loan.
13. The loan was said by the Applicant to have been for the direct benefit of the Respondent, into whose personal bank account the loaned sum was paid. The Respondent defaulted on the first repayment under the loan.
14. The relevant Principles that it was alleged that the Respondent had breached were that as a solicitor he must:

Principle 2: Act with integrity;

Principle 6: Behave in a way that maintains the trust the public places in him and in the provision of legal services;

Principle 7: Comply with his legal and regulatory obligations and deal with his regulators and ombudsmen in an open, timely and cooperative manner.

Witnesses

15. There was no live witness evidence during the hearing. The written evidence of witnesses is quoted or summarised in the Findings of Fact and Law below. The evidence referred to will be that which was relevant to the findings of the Tribunal, and to facts or issues in dispute between the parties. For the avoidance of doubt, the Tribunal read all of the documents in the case including the written witness statements. The absence of any reference to particular evidence should not be taken as an indication that the Tribunal did not read or consider that evidence.

16. The following witnesses provided written evidence:
- AB, the Respondent's estranged wife;
 - Mr PS, a solicitor and partner at Firm A solicitors;
 - Mr KK, partner and Compliance Officer for Legal Practice ("COLP") for Firm A
 - Mr DO, a solicitor and sole director of Firm B solicitors;
 - Ms ST, a consultant at Firm B solicitors;
 - Mr DC, a director of Exclusive Finance UK Limited;
 - Mr RS, a director at Loan Logistics Limited.

Findings of Fact and Law

17. The Applicant was required by Rule 5 of the SDPR to prove the allegations to the standard applicable in civil proceedings (on the balance of probabilities). The Tribunal had due regard to its statutory duty, under section 6 of the Human Rights Act 1998, to act in a manner which was compatible with the Respondent's rights to a fair trial and to respect for his private and family life under Articles 6 and 8 of the European Convention for the Protection of Human Rights and Fundamental Freedoms.
18. **Allegation 1.1: On or about 27 December 2017, the Respondent caused or allowed documents to be submitted to Loan Logics Limited and/or Exclusive Finance UK Limited in support of the Loan Application which he knew to contain a signature purporting to be that of an individual with an interest in the property against which the loan was to be secured, AB, when he knew that the signature was not that of AB, and in doing so he breached one or both of Principles 2 and 6.**

The Applicant's Case

- 18.1 The Loan Application was for a loan of £30,000 secured over the matrimonial home. The Respondent submitted the Loan Application and various supporting documents to Exclusive Finance UK Limited on 27 December 2017.
- 18.2 Various documents submitted in support of the Loan Application purported to bear the signature of the joint applicant, AB. However, it was AB's evidence that she was not aware of the loan until after the application had been made, and that she did not sign the form purporting to bear her signature. Her evidence was that the signature was a forgery.
- 18.3 In addition to the application form, other documents were returned, completed, in support of the Loan Application. The following documents (copies of which were included in the documents before the Tribunal) also carried the purported signature of AB:
- Data Protection Act 1998 - Acknowledgement for Processing of Personal Data form;
 - Income and Expenditure form;
 - Important and Key Information form;
 - Multiple Declaration Statement;
 - Occupiers Statement;

- Standing Order Mandate.
- 18.4 Following a valuation of the matrimonial home, on 15 January 2018, Exclusive Finance UK Limited prepared a file of documents to send to Loan Logics Limited, the lender with whom the loan was to be arranged, who would be providing the loan funds and who would be the beneficiary of security arrangements.
- 18.5 On 16 January 2018, further documents – an authority to the first and second mortgagees – were signed, purportedly by both the Respondent and AB. Again, it was AB’s evidence that she was not aware of these documents and did not sign them.
- 18.6 The existing, and first, mortgagee over the matrimonial home, Mortgage Company A, made several, unsuccessful attempts to contact AB. On 17 January 2018, they wrote to Exclusive Finance UK Limited advising that the signature purporting to be that of AB did not match their records.
- 18.7 Also on 17 January 2018, a letter was prepared purporting to be from the Respondent and AB explaining the reason for the loan being sought. AB’s evidence was that, although this letter purported to bear her signature, she was not a party to its preparation, had not seen it at the time it was sent, was not aware of it, and did not sign it.
- 18.8 On the same day, the Respondent sent letters to Loan Logics Limited, care of Exclusive Finance UK Limited, confirming his name and signatures. The Applicant stated that the Respondent had not at any stage suggested that he did not create such letters or that his signature had been forged.
- 18.9 On or about 18 January 2018, a document was provided to Loan Logics Limited purporting to be an affidavit in the name of AB, sworn before a solicitor, Mr DO. The purpose of the affidavit was to confirm her full name and to provide a true and accurate copy of her signature, signed in the presence of a solicitor. AB’s evidence was that she was not involved in the creation of the purported affidavit, did not swear it, and was not aware of it. Mr DO’s evidence was that he did not witness the signature or administer the affidavit.
- 18.10 On or about 31 January 2018 the loan amount, in the sum of £29,875, was paid into the Respondent’s personal bank account. This was in accordance with the handwritten letter dated 17 January 2018 purportedly signed by both the Respondent and AB, which specified that the money should be paid into his “sole account”. The standing order mandate also confirmed that this account was held in the sole name of the Respondent.
- 18.11 In a letter to the Applicant dated 13 December 2018 the Respondent stated:
- “I can say the purpose of the loan was for [AB] to buy me out of my interest in the matrimonial home and as such the benefit of the loan was always intended to be paid to me”.*
- 18.12 For this and subsequent allegations, the Applicant referred the Tribunal to copies of the various documents and statements referred to in this judgment.

- 18.13 The Applicant's case was that the inescapable and overwhelming inference was that the Respondent sent, or caused to be sent, to the lenders or brokers, letters and other documents bearing forged signatures, and other forged documents. By the time of the documents being created, and the loan application made, the marriage between the Respondent and AB had, on AB's evidence, broken down. AB was not aware of the documents or the signatures. It was submitted that the Respondent was the only possible beneficiary of the loan being made, in that the loan proceeds were paid into his personal bank account and was the only person in a position to create documents bearing his own genuine signature and the forged signature of AB.
- 18.14 Ms Bruce, for the Applicant, invited the Tribunal to find that the evidence of the seven witnesses who had prepared statements for the proceedings, corroborated and supported each other.
- 18.15 The Respondent was said at no time to have sought to suggest that he was not aware of the loan or the documents, or that the signatures purporting to be his own were forgeries. He had, instead, sought to argue that the claim that AB's signatures were forgeries was untrue. He was said to have offered no explanation for the forgery of others' signatures. Ms Bruce noted that the Respondent had not appeared to re-state his account or submitted to cross examination.
- 18.16 Ms Bruce stated that AB was still, at the date of the hearing, liable for the loan and that the relevant charge remained on the house.
- 18.17 It was submitted that the Respondent failed to act with integrity as the conduct described above amounted to a failure to act with moral soundness, rectitude and steady adherence to an ethical code. In Wingate v SRA [2018] EWCA Civ 366, it was said that integrity connotes adherence to the ethical standards of one's own profession. Such standards are not limited to conduct in the course of professional practice, and Principle 2 (and Principle 6) apply to conduct outside of professional practice. It was the Applicant's case that the conduct described above was of a degree of seriousness amounting to a failure to act with integrity in breach of Principle 2.
- 18.18 The public was entitled to expect solicitors to act with probity in all areas of activity, including in personal financial dealings. It was submitted to be clear from the statement of Mr DC that, in processing the application for a loan, weight and reliance was placed on the Respondent's standing as a solicitor. In knowingly submitting documents bearing forged signatures, the Respondent was submitted to have acted in a manner inconsistent with maintaining public trust in him and the provision of legal services.

The Respondent's Case

- 18.19 The Respondent had not engaged in the proceedings and did not serve an Answer to the allegations. The Respondent's position with respect to this allegation was not known.
- 18.20 Amongst the documents before the Tribunal were one email and one letter, dated 4 October 2018 and 13 December 2018 respectively, sent by the Respondent to the Applicant responding to enquiries that had been made. In these documents the Respondent provided what he described in the letter as "a comprehensive response" to

the matters raised with him. The points below that he raised apply equally to all allegations.

18.21 In his email of 4 October 2018 he stated:

- He did not consider that the matters relating to the loan application, which concerned him as an individual and his estranged wife, had any involvement with or relevance to any regulated firm. He stated that he was therefore unsure as to the basis on which AB could complain to the Applicant. AB had never been a client of the Respondent's, nor of any regulated firm for which he had worked;
- There was no risk to any firm or to any client from the matters raised or from his practice as a locum criminal solicitor without access to client or office monies or accounts;
- His divorce from his wife was "very acrimonious" and the allegations made against him by AB were "spurious" and arose from a wish to take personal and professional vengeance against him;
- The allegation AB made had been made to the loan company and was dismissed by their investigations team;
- AB had reported the issue to the Police but the Respondent had, at the time of writing, received no contact from them.

18.22 In his letter of 13 December 2018 the Respondent responded to questions posed by a member of the Applicant's investigation and supervision department. He stated:

- The report made by AB was "without merit or foundation" and was an attempt to cause him personal and professional embarrassment;
- He did not forge AB's signature on the loan document. AB had signed the document; and
- He could not provide a reason for his estranged wife making such false accusations other than their divorce being extremely acrimonious.

18.23 Accordingly, it appeared that the Respondent denied this (and indeed all) allegations in their entirety.

The Tribunal's Decision

18.24 The Tribunal reminded itself with respect to all the allegations that the Applicant must prove its case on the balance of probabilities; the Respondent was not bound to prove that he did not commit the alleged acts and that great care must be taken to avoid an assumption (without sufficient evidence) of any deliberate failure or act on the Respondent's part.

- 18.25 As with all the allegations, the Tribunal had been referred to copy documents of the documents and statements mentioned above in the summary of the Applicant's case. The Tribunal carefully considered the evidence presented and observed that its task in determining the allegations was made more difficult in circumstances where the Respondent had not engaged in the proceedings and had presented no evidence in his case. The Tribunal approached this, and all the other allegations, on the basis that they were denied by the Respondent.
- 18.26 This first allegation related to various documents relating to the Loan Application purportedly bearing AB's signature as joint applicant. AB's written evidence, signed and bearing a statement of truth, was that she had not signed any of the documents referred to above. Her evidence was that she had no knowledge whatsoever of the application for the loan until she was contacted about arrears following the first repayment having been missed on 28 February 2018. AB described the effect of the matter on her and provided commentary on the various documents containing her signature, all of which she stated were not genuine.
- 18.27 The Tribunal noted that the Respondent's explanation to the Applicant was that AB's account was false. He attributed this false account to a very acrimonious divorce and a wish to exact personal and professional revenge. The Tribunal considered that when looked at in isolation such a submission could have some merit. However, considered in the context of the available evidence, the Tribunal rejected this explanation as false and self-serving.
- 18.28 It was well established from case-law, and reflected in Rule 33 of the SDPR that adverse inferences may be drawn if a Respondent fails to give evidence or submit to cross-examination. It was said in Muhammed Iqbal v SRA [2012] EWHC 3251 that "ordinarily the public would expect a professional man to give an account of his actions". The Tribunal noted the Respondent's complete non-engagement with the proceedings and that he had not sought to contest the allegations or defend his professional reputation. The Tribunal considered that his failure to engage and submit to cross-examination must inevitably undermine the credibility of the position he had outlined in his correspondence with the Applicant in late 2018.
- 18.29 In any event, the Tribunal found AB's evidence more persuasive. It was detailed and coherent. It was supported by a statement of truth and AB had made herself available to be cross-examined or questioned by the Tribunal if required.
- 18.30 The evidence available on the allegations did not simply amount to one word against another in the context of an acrimonious divorce, however. When assessing the credibility of the Respondent's account, and whether the Applicant had discharged the burden of proof upon it, the Tribunal had regard to the other witness evidence presented. There were six further witnesses made available to be cross-examined or questioned by the Tribunal if required. Two of these witnesses, Mr PS of Firm A and Mr DO of Firm B, were solicitors and partners whose evidence was that their purported signatures on documents submitted in support of the Loan Application were not authentic. The Tribunal accepted Ms Bruce's submission that the available witness evidence included extensive corroboration and was consistent with the case put forward by the Applicant.

- 18.31 The Tribunal considered that the case put forward by the Applicant was very much more persuasive than the denial advanced in correspondence in 2018 by the Respondent. The Respondent had not suggested that his own signature was forged or that he had not been involved in making the Loan Application. The Tribunal found on the balance of probabilities that the Respondent had caused or allowed documents to be submitted in support of the Loan Application which he knew to contain a signature purporting to be that of AB which was not genuine.
- 18.32 The Tribunal had regard to the test for conduct lacking integrity set out in Wingate. The Tribunal found to the requisite standard, without hesitation, that knowingly submitting documents containing inauthentic signatures of his estranged wife who thereby acquired liability for a loan, was conduct amounting to a failure to act with moral soundness, rectitude and steady adherence to an ethical code. The requirement to act with integrity extended to conduct outside professional practice. The ethical standards of the legal profession required high levels of probity with regards to the authenticity of documents, and the submission of documents containing inauthentic signatures for personal gain was a stark example of conduct falling well below the minimum necessary ethical standards of the profession. The Tribunal accordingly found proved to the requisite standard that the Respondent's conduct lacked integrity in breach of Principle 2.
- 18.33 The Tribunal accepted the submission that the public were entitled to expect solicitors to act with probity in all areas of activity, including in personal financial dealings. The Tribunal noted that Mr DC's written evidence was in processing the application for a loan, weight and reliance was placed on the Respondent's standing as a solicitor. The Tribunal found proved to the requisite standard that that in knowingly submitting documents bearing forged signatures, the Respondent acted in a manner inconsistent with maintaining public trust in him and the provision of legal services in breach of Principle 6.
19. **Allegation 1.2: On or around 18 January 2018 the Respondent produced or caused to be produced to Loan Logics Limited and/or Exclusive Finance UK Limited in support of the Loan Application a letter which:**
- 1.2.1 **purported to have been written by Mr PS of Firm A when he knew that was not the case; and/or**
- 1.2.2 **contained information about his employment at Firm A which he knew to be inaccurate and misleading;**
- and in doing so breached one or both of Principles 2 and 6.**

The Applicant's Case

- 19.1 On or about 18 January 2018, a document was submitted to Loan Logics Limited purporting to be a letter from Firm A confirming information about the Respondent's employment. Mr PS, the purported author of the letter, confirmed in his signed witness statement that the letter was not genuine, was not created by Firm A and was not written by him, and that the information contained in it was incorrect.

- 19.2 It was submitted that the Respondent failed to act with integrity, on the basis that the conduct described above amounted to a failure to act with moral soundness, rectitude and steady adherence to an ethical code. It was the Applicant's case that it was a matter of particular seriousness that the Respondent submitted a forged letter from a solicitor, in the knowledge that such information would be afforded particular weight and credibility because it was purportedly sent by a solicitor, and in support of an application for a loan to a solicitor. It was submitted that the conduct was of a degree of seriousness amounting to a failure to act with integrity in breach of Principle 2.
- 19.3 In knowingly submitting a forged letter from an employer, which was likely to be relied on without question (since it purported to be from a solicitor in support of an application by a solicitor), it was submitted that the Respondent acted in a manner inconsistent with maintaining public trust in him and the provision of legal services in breach of Principle 6.

The Respondent's Case

- 19.4 The Respondent's general position, based on his two responses to the Applicant, was summarised in relation to allegation 1.1 above. Again, the Respondent appeared to deny the allegation.
- 19.5 In his letter of 13 December 2018 the Respondent made further points relevant to allegation 1.2, in particular:
- He had worked as a consultant for Firm A after 28 June 2017 (the date mentioned by Mr KK of Firm A in correspondence with the Applicant as the date of the Respondent's P45); and
 - He did not draft or send the letter from Firm A which was alleged to have been forged.

The Tribunal's Decision

- 19.6 The Tribunal approached this allegation on the basis set out above in relation to allegation 1.1, by reminding itself that the Applicant must prove its case on the balance of probabilities and the Respondent was not bound to prove that he did not commit the alleged acts. The Tribunal approached this allegation on the basis that it was denied by the Respondent.
- 19.7 The Tribunal reviewed the letter of 18 January 2018 which was the focus of the allegation. It confirmed the Respondent's employment at Firm A, various details of his employment and was purportedly signed by Mr PS, a partner of the firm.
- 19.8 Mr PS had provided a signed witness statement containing a statement of truth. He had made himself available to be cross-examined and/or questioned by the Tribunal if required. His evidence was that he did not draft or sign the letter and that the Respondent was no longer employed by Firm A at the time the letter was drafted.

- 19.9 The points set out above under allegation 1.1 in relation to adverse inferences drawn from the failure of the Respondent to offer any evidence also applied to allegation 1.2.
- 19.10 Given the context of this disputed letter, which included various other documents where those who purportedly signed them stated that they had not done so, the Tribunal considered that it was more likely than not that the account provided by Mr PS in his evidence was true. The Tribunal found on the balance of probabilities that Mr PS had not written or signed the letter and that the Respondent, knowing this, had submitted or caused to be submitted the letter in support of the Loan Application.
- 19.11 By reference to the test in Wingate, the Tribunal again considered that knowingly relying upon an inauthentic document for personal financial gain, was conduct which fell very far short of the ethical standards of the profession. The Tribunal found proved on the balance of probabilities that the Respondent's conduct lacked integrity in breach of Principle 2.
- 19.12 For the reasons set out in relation to allegation 1.1, the Tribunal found that public trust in the Respondent and in the provision of legal services would inevitably be undermined by such conduct. The Tribunal found proved on the balance of probabilities that by producing or causing to be produced a letter purportedly signed by Mr PS which was not genuine, the Respondent had breached Principle 6.
20. **Allegation 1.3: On a date unknown, believed to be on or about 31 January 2018, the Respondent caused or allowed one or more of the following documents to be submitted to Loan Logics Limited and/or Exclusive Finance UK Limited in support of the Loan Application:**
- 1.3.1 an undated legal charge;**
1.3.2 a letter purportedly from Firm B Limited dated 31 January 2018;
1.3.3 an affidavit purportedly dated 18 January 2018;

which he knew to contain a signature purporting to be than of another solicitor, Mr DO, when he knew that the signature was not that of Mr DO; and in doing so he breached one or both of Principles 2 and 6.

The Applicant's Case

- 20.1 An undated legal charge held on the file of Loan Logics Limited, for the benefit of Loan Logics Limited and relating to the matrimonial home, was purportedly signed by the Respondent and AB. The legal charge was also purportedly witnessed by Mr DO, a solicitor and sole Director of Firm B (the legal charge was also purportedly witnessed by Ms ST, an employee of Firm B, which forms the basis of allegation 1.4). Mr DO stated in his signed witness statement that he did not witness the signature on the document.
- 20.2 On or about 31 January 2018, a document was provided to Loan Logics Limited purporting to be a letter in the name of Mr DO from Firm B. The purpose of the letter was to confirm:
- that he had witnessed on behalf of the Respondent a legal charge;

- that he had witnessed the identification of both the Respondent and AB; and
 - that, on occasion, his signatures varied and, accordingly, to provide copies of both signatures.
- 20.3 Mr DO's written evidence was that he was not involved in the creation of the purported letter, did not swear it, and was not aware of it. He stated that the signature purporting to be his, was not.
- 20.4 As stated above, on or about 18 January 2018, a document was provided to Loan Logics Limited purporting to be an affidavit in the name of AB, sworn before a solicitor, Mr DO of Firm B. AB's evidence was that she was not involved in the creation of the purported affidavit and did not swear it. In addition, as also stated above, Mr DO's evidence in his signed witness statement was that he did not witness the signature or administer the affidavit.
- 20.5 It was alleged that the Respondent caused these documents to be submitted in support of a loan application for which he was the sole beneficiary, and in the knowledge that such documents bore forgeries of signatures necessary for the loan to be executed.
- 20.6 It was submitted that the Respondent failed to act with integrity, because the conduct described above amounted to a failure to act with moral soundness, rectitude and steady adherence to an ethical code. It was submitted that the conduct was of a degree of seriousness amounting to a failure to act with integrity in breach of Principle 2.
- 20.7 The submissions on the alleged breach of Principle 6 mirrored those outlined above for previous allegations. It was again submitted that in knowingly submitting documents bearing the forged signature of a solicitor, which were likely to be relied on without question since they purported to be from a solicitor in support of an application by a solicitor, the Respondent acted in a manner inconsistent with maintaining public trust in him and the provision of legal services.

The Respondent's Case

- 20.8 The Respondent's general position, based on his two responses to the Applicant, was summarised in relation to allegation 1.1 above. Whilst the Respondent had not set out any specific comments in relation to allegation 1.3, he appeared to deny all of the allegations.
- 20.9 The Respondent made one comment in his letter to the Applicant of 13 December 2018 relating to Firm B (of which Mr DO was the sole Director). He stated that he had never been employed by Firm B but had undertaken a "couple of consultancy jobs for them over the years". He also stated that he had not been paid by them to date for any work completed.

The Tribunal's Decision

- 20.10 The Tribunal approached this allegation on the basis summarised above in relation to the previous allegations.

- 20.11 The Tribunal reviewed the undated legal charge, the affidavit dated 18 January 2018 and the letter of 31 January 2018, all purportedly signed by Mr DO of Firm B. The summary of each document provided by the Applicant, and recorded above, was accurate.
- 20.12 Mr DO had provided a signed witness statement containing a statement of truth. He had made himself available to be cross-examined and/or questioned by the Tribunal if required. His evidence was that he did not sign any of the documents and did not draft the letter purportedly from him of 31 January 2018. Mr DO also stated, in relation to Firm B's stamp and letter head being used in the affidavit:

“From what can be seen of the stamp it could possibly be my office stamp, and generally when I certify documents I do use a business stamp as well. However, as Mr Cahill had access to my Firm, he could have had access to the business stamp”; and

“The letterhead would appear to be the Firm's letterhead but at no stage has Mr Cahill been authorised to use the Firm's letterhead. When he has been instructed to act for this Firm he will not have needed to use the Firm's letterhead as that is an administrative role that is conducted by the office staff. Mr Cahill has been in to the office and so will have had access to the letterhead but will not have been authorised to use it.”

- 20.13 The Tribunal again had regard to the context of these documents and this evidence. Mr DO's categorical denial that his signature was genuine mirrored the evidence given by other witnesses about their purported signatures used for the Loan Application. Mr DO had described the Respondent having access to the materials necessary for the creation of the documents. Set against this body of consistent and persuasive evidence was the Respondent's own failure to engage with the proceedings and offer evidence to support the denial he conveyed to the Applicant in correspondence in late 2018.
- 20.14 The Tribunal found that it was more likely than not that the account provided by Mr DO was truthful and that he had not signed the three documents with which the allegation was concerned. The Tribunal found proved on the balance of probabilities that the Respondent caused or allowed the three documents to be used in the Loan Application in the knowledge that the purported signature of Mr DO was not genuine.
- 20.15 Given the above findings of fact, for the reasons set out in relation to the previous allegations, the Tribunal found that such conduct fell far below the ethical standards required by the legal profession. The conduct found proved involve submitting inauthentic documents for personal financial gain. For the reasons outlined in relation to the previous allegations the Tribunal found proved to the requisite standard that the Respondent's conduct had breached Principles 2 and 6.
21. **Allegation 1.4: On a date unknown, believed to be on or about 31 January 2018, the Respondent caused or allowed one or more documents to be submitted to Loan Logics Limited and/or Exclusive Finance UK Limited in support of the Loan Application which he knew to contain a signature purporting to be than of an individual, Ms ST, when he knew that the signature was not that of Ms ST, and in doing so he breached one or both of Principles 2 and 6.**

The Applicant's Case

- 21.1 As stated above, the undated legal charge held on the file of Loan Logics Limited, for the benefit of Loan Logics Limited and relating to the matrimonial home, purportedly signed by the Respondent and AB, and witnessed by Mr DO of Firm B was also purportedly witnessed by Ms ST, a consultant at Firm B.
- 21.2 AB had stated that she did not sign the document and Mr DO had stated that he did not witness the signature on the document.
- 21.3 Ms ST stated in her signed witness statement that she too did not witness the signature of the document and, at the material time, did not know AB.
- 21.4 For the reasons set out in relation to the previous, very similar, allegations, it was submitted that the Respondent failed to act with integrity, having failed to act with moral soundness, rectitude and steady adherence to an ethical code. It was again submitted that the conduct described above in relation to Ms ST was of a degree of seriousness amounting to a failure to act with integrity in breach of Principle 2. Similarly, it was again submitted that by allegedly knowingly submitting a document bearing a further forged signature, the Respondent acted in a manner inconsistent with maintaining public trust in him and the provision of legal services in breach of Principle 6.

The Respondent's Case

- 21.5 On the basis of the two responses to the Applicant, summarised in relation to allegation 1.1 above, it was understood that the Respondent denied the allegation in its entirety. He did not make any specific comments relating to allegation 1.4.

The Tribunal's Decision

- 21.6 The Tribunal approached this allegation on the same basis set out in relation to the previous allegations.
- 21.7 The Tribunal reviewed the legal charge with which the allegation was concerned. On the face of the document, the signature of one of the borrowers, AB, was witnessed by Ms ST.
- 21.8 Ms ST had provided a signed witness statement containing a statement of truth. She had made herself available to be cross-examined and/or questioned by the Tribunal if required. She stated that the signature appearing on the legal charge was hers but that the address appearing under her signature was not in her handwriting. She stated that she had signed one document for the Respondent, to witness his signature. However, Ms ST's evidence was that she had never witnessed the signature of AB on any form and had not met her at this time.
- 21.9 As set out above, the legal charge containing Ms ST's signature, purportedly witnessing the signature of AB, was the same document that AB and Ms DO had denied signing. The Tribunal found that the document was not genuine and that it was more likely than

not, in all the circumstances rehearsed above and as described in the evidence of Ms ST, that Ms ST had not witnessed the signature of AB on the document.

- 21.10 The Tribunal found proved on the balance of probabilities that the Respondent caused or allowed the legal charge document to be used in the Loan Application in the knowledge that the signature of Ms ST purportedly witnessing the signature of AB was not genuine.
- 21.11 Given these findings of fact, for the reasons set out in relation to the previous allegations, the Tribunal found that such conduct fell far below the ethical standards required by the legal profession. The conduct found proved involve submitting inauthentic documents for personal financial gain. For the reasons outlined in relation to the previous allegations, the Tribunal found proved to the requisite standard that the Respondent's conduct had breached Principles 2 and 6.
22. **Allegation 1.5: On a date unknown, believed to be on or about 18 January 2018, the Respondent produced or caused to be produced to Loan Logics Limited and/or Exclusive Finance UK Limited in support of the Loan Application documents purporting to relate to employment by a firm of solicitors, Firm A, which he knew to be forged and misleading, namely:**

- 1.5.1 pay slips;**
1.5.2 a purported P60 form;

and in doing so breached one or both of Principles 2 and 6.

The Applicant's Case

- 22.1 On or about 18 January, documents purporting to be payslips and a P60 demonstrating the Respondent's earnings while in the employment of Firm A were submitted to Loan Logics. It was alleged that these documents were forgeries.
- 22.2 The purported payslips, to which the Tribunal was referred, related to a period after the cessation of the Respondent's employment at Firm A. The COLP of Firm A, Mr KH, confirmed in his signed witness statement that they were not created by or for the firm, and did not contain accurate information. Mr KK further confirmed in his statement that the P60 contained inaccurate information and could not have been created by or for Firm A.
- 22.3 This mirrored the previous allegations and the same breaches of the Principles were alleged. It was submitted that submitting documents in support of a loan application for which he was the beneficiary, in the knowledge that they were not genuine, and where such documents purportedly related to his employment as a solicitor, amounted to a failure to act with moral soundness, rectitude and steady adherence to an ethical code. It was submitted to amount to a failure to act with integrity in breach of Principle 2 and also to be inconsistent with maintaining public trust in him and the provision of legal services in breach of Principle 6.

The Respondent's Case

- 22.4 On the basis of the two responses to the Applicant, summarised in relation to allegation 1.1 above, it was understood that the Respondent denied the allegation in its entirety. He did not make any specific comments relating to allegation 1.5.

The Tribunal's Decision

- 22.5 The Tribunal approached this allegation on the same basis set out in relation to the previous allegations.
- 22.6 The Tribunal reviewed the pay slips and P60 to which it was referred. On the face of the documents, they related to the Respondent's employment by Firm A.
- 22.7 As summarised above in the Applicant's case, the evidence of the COLP of Firm A, Mr KK, was that the documents were not created by or for the firm, and did not contain accurate information. Mr KK provided some considerable background information in support of his statement that the information in the documents was inaccurate and the documents not genuine. He stated that he had reported his concerns to "Action Fraud". Mr KK had provided a signed witness statement containing a statement of truth. He had made himself available to be cross-examined and/or questioned by the Tribunal if required.
- 22.8 The Tribunal accepted the evidence from Mr KK, which it found more persuasive than the Respondent's own general denial. The Tribunal found proved on the balance of probabilities that the Respondent caused or allowed the P60 and payslip documents relating to his employment at Firm A to be used in the Loan Application in the knowledge that they were not genuine and were misleading.
- 22.9 Given these findings of fact, for the reasons set out in relation to the previous allegations, the Tribunal found that such conduct fell far below the ethical standards required by the legal profession. The conduct found proved involve submitting inauthentic documents for personal financial gain. For the reasons outlined in relation to the previous allegations, the Tribunal found proved to the requisite standard that the Respondent's conduct had breached Principles 2 and 6.
23. **Allegation 1.6: On a date unknown, believed to be on or about 18 January 2018, the Respondent produced or caused to be produced to Loan Logics Limited and/or Exclusive Finance UK Limited a photocopy of a passport which purported to have been, but which he knew was not, certified by a solicitor, and in doing so breached one or both of Principles 2 and 6.**

The Applicant's Case

- 23.1 Also held on the files of Loan Logics Limited was a purportedly certified photocopy of the Respondent's passport, apparently certified by Mr DO. Mr DO's evidence was that he did not certify the copy and that his signature on the document was not genuine.

- 23.2 For the same reasons set out above, this was submitted to amount to conduct lacking integrity and to be inconsistent with maintaining public trust in the Respondent and the provision of legal services in breach of Principles 2 and 6 respectively.

The Respondent's Case

- 23.3 On the basis of the two responses to the Applicant, summarised in relation to allegation 1.1 above, it was understood that the Respondent denied the allegation in its entirety. He did not make any specific comments relating to allegation 1.6.

The Tribunal's Decision

- 23.4 The Tribunal approached this allegation on the same basis set out in relation to the previous allegations.
- 23.5 The Tribunal reviewed the certified copy of the Respondent's passport. It was purportedly certified as a true and accurate copy by Mr DO. As stated above in relation to allegation 1.3, Mr DO had provided a signed witness statement containing a statement of truth. He had made himself available to be cross-examined and/or questioned by the Tribunal if required. His evidence was that he did not certify the copy of the passport and that his signature on the document was not genuine.
- 23.6 For the reasons set out in relation to allegation 1.3, the Tribunal accepted Mr DO's account. The Tribunal found proved on the balance of probabilities that Mr DO had not certified the copy of the Respondent's passport. The Tribunal found proved on the balance of probabilities that the Respondent caused or allowed the certified copy of his passport to be used in the Loan Application in the knowledge that the signature of Mr DO purportedly certifying the authenticity of the copy was not genuine.
- 23.7 Given these findings of fact, for the reasons set out in relation to the previous allegations, the Tribunal found that such conduct fell far below the ethical standards required by the legal profession. The conduct found proved involve submitting inauthentic documents for personal financial gain. For the reasons outlined in relation to the previous allegations, the Tribunal found proved to the requisite standard that the Respondent's conduct had breached Principles 2 and 6.
24. **Allegation 1.7: On or about 13 December 2018 the Respondent provided misleading and inaccurate information to the SRA, in that he falsely stated that the purpose of a loan application was to obtain funds to acquire an interest in his matrimonial home when this was not the case, and in doing so breached any or all of Principles 2, 6 and 7.**

The Applicant's Case

- 24.1 Following receipt of a complaint and after obtaining further information, the Applicant wrote to the Respondent to seek his response to the concerns which had been raised. In response, on 13 December 2018, the Respondent stated that:

“ ... although a purely private matter; I can say the purpose of the loan was for [AB] to buy me out of my interest in the matrimonial home and as such the benefit of the loan was always intended to be paid to me”.

- 24.2 It was alleged that the information was, at the time that it was provided, known by the Respondent to be untrue. No agreement had been reached between the Respondent and AB to the effect that AB was going to “buy out” the Respondent’s interest in the matrimonial home, and for the loan proceeds to be paid into the Respondent’s personal bank account. The loan sums were not applied to any such transaction.
- 24.3 It was alleged that the claim made by the Respondent, in a response to his own regulator investigating a complaint against him, was known by him to be untrue at the time when he made it.
- 24.4 It was submitted that the Respondent failed to act with integrity in breach of Principle 2, having allegedly failed to act with moral soundness, rectitude and steady adherence to an ethical code.
- 24.5 It was submitted that the public are entitled to expect solicitors to act with probity and to respond candidly to enquiries made by their regulator. In knowingly giving false information to the Applicant it was submitted that the Respondent acted in a manner inconsistent with maintaining public trust in him and the provision of legal services in breach of Principle 6.
- 24.6 It was further submitted that by knowingly giving false information to the Applicant, the Respondent failed to comply with his regulatory obligations and/or to deal with his regulator in an open, timely and co-operative manner in breach of Principle 7.

The Respondent’s Case

- 24.7 As above, it was understood that the Respondent denied the allegation in its entirety. He did not make any specific comments relating to allegation 1.7.

The Tribunal’s Decision

- 24.8 The Tribunal approached this allegation on the same basis set out in relation to the previous allegations.
- 24.9 The comments made by the Respondent, set out above under the summary of the Applicant’s case, were made in his letter to the Applicant of 13 December 2018. The Tribunal reviewed this letter carefully.
- 24.10 AB’s evidence was that she had no knowledge whatsoever of the application for the loan until she was contacted about arrears following the first repayment having been missed on 28 February 2018. As set out above, she had provided a signed witness statement bearing a statement of truth and had made herself available for cross examination and/or to answer questions from the Tribunal if required. She described being “in complete shock” and “extremely distressed” when she found out about the loan. Her evidence was that there was no agreement that the loan funds would be used

for either party to buy-out the interest of the other. She stated that she had no involvement in, or knowledge of, the Loan Application whatsoever.

- 24.11 In its findings on allegation 1.1 the Tribunal set out the reasons why the account of AB was preferred to the account put forward by the Respondent in his correspondence with the Applicant. The Tribunal again preferred AB's evidence, and found that AB's account that there was no such agreement was more likely than not to be true. The Tribunal accordingly found proved to the requisite standard that the Respondent had provided misleading and inaccurate information to the Applicant by falsely stating that the purpose of the Loan Application was to obtain funds to acquire an interest in his matrimonial home.
- 24.12 The Tribunal accepted the submission that such conduct was a clear failure to act with moral soundness, rectitude and steady adherence to an ethical code. The Tribunal found proved to the requisite standard that the Respondent's conduct had lacked integrity in breach of Principle 2.
- 24.13 The Tribunal also accepted the submission that by knowingly giving false information to the Applicant, the Respondent acted in a manner inconsistent with maintaining public trust in him and the provision of legal services. The Tribunal found proved to the requisite standard that the Respondent's conduct had thereby breached Principle 6.
- 24.14 Given the findings of fact recorded above, the Tribunal considered that by knowingly giving false information to the Applicant, the Respondent inevitably failed to comply with his regulatory obligations and/or to deal with his regulator in an open, timely and co-operative manner. The Tribunal found proved to the requisite standard that the Respondent's conduct had thereby breached Principle 7.

25. Dishonesty alleged in relation to allegations 1.1 to 1.7

The Applicant's Case

- 25.1 The Applicant referred the Tribunal to the test for dishonesty set out in Ivey v Genting Casinos [2017] UKSC 67, namely that the person has acted dishonestly by the ordinary standards of reasonable and honest people:

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

- 25.2 It was alleged that the Respondent had:

- Knowingly submitted forged documents in support of a loan application, including documents falsely representing information about his own financial position;
- Knowingly submitted documents bearing forged signatures, including forged signatures of solicitors;
- Done so in support of a loan application for which he was the sole beneficiary;
- Done so over a protracted period, involving systematic and sustained dishonesty involving reliance on multiple forged documents and signatures; and
- Knowingly advance false information to his regulator in response to enquiries as to his conduct.

25.3 It was submitted that applying the test in Ivey, ordinary, decent people would consider the Respondent's behaviour to have been clearly dishonest.

The Respondent's Case

25.4 Whilst the Respondent had not submitted an Answer to the allegations or engaged with the proceedings, for the reasons set out above it was understood that he denied the aggravating allegations of dishonesty.

The Tribunal's Decision

25.5 The Tribunal approached this allegation on the same basis set out in relation to the previous allegations.

25.6 The Tribunal accepted the summary of the test for dishonesty provided by the Applicant. When considering the allegation of dishonesty, the Tribunal applied the test in Ivey. Accordingly, the Tribunal adopted the following approach:

- firstly, the Tribunal established the actual state of the Respondent's knowledge or belief as to the facts, noting that the belief did not have to be reasonable, merely that it had to be genuinely held;
- secondly, once that was established, the Tribunal then considered whether this conduct would be thought to have been dishonest by the standards of ordinary decent people.

25.7 As to the state of the Respondent's knowledge, the Tribunal had found that the Respondent had knowingly submitted inauthentic documents in support of the Loan Application. These had included documents purporting to bear the signatures of solicitors and others. The signatures were not genuine. The Tribunal had found that the Respondent was aware of this but that he nevertheless supplied the documents, or caused them to be supplied, in support of the Loan Application. The proceeds were paid into his personal account. The Tribunal had found that there was no agreement for this to happen with AB.

- 25.8 The findings that the Tribunal had made in relation to allegations 1.1 to 1.6 extended over an extended period of several months and involved multiple examples of the Respondent relying on documents he knew not to be genuine. As set out above under the individual allegations, the Tribunal had preferred the accounts provided by the various witnesses to that of the Respondent. The evidence from these various unrelated sources was consistent. The Tribunal had found in relation to allegation 1.7 that the Respondent had provided an explanation to the Applicant that he knew to be false. The Tribunal concluded, therefore, based on all the evidence, that the Respondent knew that his actions were not honest at the time of the events in question.
- 25.9 Applying the second limb of the Ivey test, the Tribunal found that ordinary decent people would find such conduct to be dishonest. This was a stark example of dishonest conduct. The Tribunal found on the balance of probabilities that the Respondent's conduct was dishonest in relation to each of the individual allegations 1.1 to 1.7.

Previous Disciplinary Matters

26. There were no previous Tribunal findings.

Mitigation

27. Having not engaged with the proceedings the Respondent had not put forward any mitigation.
28. The Tribunal noted that the Respondent had practised since 2002 and had no prior disciplinary history. He was of previous good character. The misconduct found proved had taken place outside his practice as a solicitor. The Respondent had accepted service of the proceedings paperwork which demonstrated some degree of cooperation with the Applicant and the Tribunal. He did not hold a current practising certificate.

Sanction

29. The Tribunal referred to its Guidance Note on Sanctions (8th edition) when considering sanction. The Tribunal assessed the seriousness of the misconduct by considering the level of the Respondent's culpability and the harm caused, together with any aggravating or mitigating factors.
30. In assessing culpability, the Tribunal found that the motivation for the Respondent's conduct found proved was personal financial gain. The conduct was sustained and could not be described as spontaneous. The Tribunal considered that the Respondent had been in a position of some trust as the misconduct had involved his ex-wife, an employer and other professionals. The conduct was premeditated, elaborate and sophisticated in pursuit of securing the loan funds. The Respondent was an experienced solicitor. He had misled the Applicant. The Tribunal considered his culpability to be high.
31. The Tribunal then turned to assess the harm caused by the misconduct. The Tribunal considered that there had been significant harm caused. The Respondent had not made any of the payments due under the loan so it was implausible to suggest there had been no harm caused. AB's evidence was that she had suffered considerable distress, and Ms

Bruce had stated that the charge remained on the property. The fact that the Respondent was a solicitor was noted by Mr DC of Exclusive Finance UK Limited as a factor lending credibility to the Loan Application. The Tribunal considered that the harm to the reputation of the profession when a solicitor relied upon inauthentic documents and forged signatures was very serious and something which should have been obvious to the Respondent.

32. The misconduct found proved was aggravated by the fact that the allegations included seven findings of dishonest conduct. The conduct was repeated and extended over time. The Respondent had advanced an explanation to the Applicant which the Tribunal had found to be false. He had thereby sought to conceal his wrongdoing. The Tribunal considered that the Respondent's estranged wife could be regarded as vulnerable to the type of misconduct found proved. The misconduct, relating to reliance on inauthentic documents for personal financial gain, was so blatantly unacceptable that the Respondent must inevitably have known that it breached his obligations as a solicitor, even though it was conduct taking place outside his practice.
33. The Tribunal noted that the Respondent had no prior disciplinary findings against him and so had an otherwise unblemished disciplinary record. He had also cooperated to the extent that he had accepted service of the proceedings paperwork.
34. The Tribunal had regard to the case of SRA v Sharma [2010] EWHC 2022 (Admin), and the comment of Coulson J that, save in exceptional circumstances, a finding of dishonesty will lead to the solicitor being struck off the Roll. The Tribunal was not invited to consider exceptional circumstances but was not persuaded that any exceptional factors were present, such that the normal penalty would not be appropriate.
35. Having found that the Respondent acted dishonestly, the Tribunal did not consider that a reprimand, fine or suspension were adequate sanctions. The Tribunal had regard to the observation of Sir Thomas Bingham MR in Bolton v Law Society [1994] 1 WLR 512 that the fundamental purpose of sanctions against solicitors was:

“to maintain the reputation of the solicitors’ profession as one in which every member, of whatever standing, may be trusted to the ends of the earth”.
36. The Tribunal determined that the findings against the Respondent including dishonesty required that the appropriate sanction was strike off from the Roll.

Costs

37. The Applicant's costs were set out in a schedule dated 29 April 2021 and were £22,650. Subject to any deduction for the costs of the anticipated second and third days of the substantive hearing, which had not been required, Ms Bruce submitted that the costs were reasonable. She submitted that the proceedings were well put together, with clear witness statements and pleadings and seven witnesses. She stated that based on the hours set out in the schedule the notional hourly rate charged was £130.
38. The Tribunal assessed the costs for the hearing. The Tribunal had heard the case and considered all of the evidence. The Tribunal accepted that it was appropriate to reduce the costs to reflect the fact the hearing had concluded before 1 p.m. on the first day

rather than lasting three days as anticipated. The Tribunal considered that a reduction of £1,950 (calculated by reference to 15 hours saved multiplied by the notional hourly rate of £130) should be applied. The Tribunal considered that the proceedings paperwork was very well put together and that the costs were otherwise reasonable in all the circumstances.

39. The Respondent had not provided any evidence or submissions about his means. In line with its Standard Directions, of which the Respondent had received a copy, the Tribunal consequently proceeded without regard to the Respondent's means. The Tribunal ordered the Respondent to pay the Applicant's costs of and incidental to this application fixed in the sum of £20,700.

Statement of Full Order

40. The Tribunal ORDERED that the Respondent, MICHAEL CAHILL, 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 £20,700.

Dated this 6th day of July 2021
On behalf of the Tribunal



A Kellett
Chair

JUDGMENT FILED WITH THE LAW SOCIETY
06 JULY 2021

