SOLICITORS DISCIPLINARY TRIBUNAL

IN THE MATTER OF THE SOLICITORS ACT 1974 Case No. 12254-2021

BETWEEN:

SOLICITORS REGULATION AUTHORITY LTD. Applicant

and

VILRINDER KUMAR GHAIWAL First Respondent

IAN MCLACHLAN Second Respondent

Before:

Mr M N Millin (in the chair)
Ms A E Banks
Dr A Richards

Date of Hearing: 31January 2022

Appearances

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

JUDGMENT ON AN AGREED OUTCOME OF THE SECOND RESPONDENT

Allegations

1. The allegations against Mr McLachlan were that whilst in practice as a solicitor at GQS Limited he:

1.1. Between around July 2014 to February 2015, failed to handle the sale of Client A's Property in a manner which protected Client A's interests, in that he:

2.1.1. failed to advise Client A of, or ensure that Client A understood, the risks and implications of selling his property in exchange for, in part, non-monetary items, namely a diamond ring and a car, and in doing so breached any or all of Principles 4, 5, 6 and 10 of the SRA Principles 2011 ("the Principles"); and

2.1.2. failed, to take or cause to be taken any, or any adequate steps, to verify the buyer's valuation of the car and the engagement ring or their title to those assets, and by reason of such failures or any of them breached any or all of Principles 4, 5, 6 and 10 of the Principles;

1.2. Between around July 2014 and February 2015, he failed to conduct adequate Customer Due Diligence ("CDD") and ongoing monitoring of the business relationship with Client A in relation to the sale of a property, and thereby failed to comply with his obligations under Regulations 7 and/or 8 of the Money Laundering Regulations 2007 ("MLRs 2007"), and in doing so breached any or all of Principles 6 and 7 of the Principles, and failed to achieve Outcomes 7.2 and 7.5 of the SRA Code of Conduct 2011;

1.3. Between around July 2014 and February 2015, he failed to conduct Enhanced Customer Due Diligence ("ECDD"), and thereby failed to comply with his obligations under Regulation 14(1)(b) of the MLRs 2007, and in doing so breached any or all of Principles 6 and 7 of the Principles, and failed to achieve Outcomes 7.2 and 7.5 of the SRA Code of Conduct 2011;

1.4. In or around March 2015, failed to verify Client A's instructions regarding the drafting of Client A's Will to ensure that Client A understood the terms of the Will and was not under any undue influence, and in doing so breached any or all of Principles 4, 5, 6, and 10 of the Principles, and Outcome 1.12 of the SRA Code of Conduct 2011.

2. Each of the allegations set out above was advanced on the basis that Mr McLachlan's conduct was manifestly incompetent.

Documents

3. The Tribunal had before it the following documents:-

- Rule 12 Statement dated 16 September 2021 and exhibits
- Mr McLachlan's Answer dated 19 November 2021
- The First Respondent's Answer also dated 19 November 2021
- Witness statements from Mr McLachlan and the First Respondent
- Correspondence from the parties

- Agreed Outcome Proposal in relation to Mr McLachlan dated 28 January 2022

Background

4. Mr McLachlan was admitted to the Roll of Solicitors in June 1972. At the date on which the Agreed Outcome Proposal was submitted he was employed as a consultant at GQS Limited (where he had been practising at the time of the conduct alleged). He holds a practising certificate free from conditions for the year 2021/2022. It was said in the Agreed Outcome Proposal that his current employment would cease on 31 January 2022.

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

5. The parties invited the Tribunal to deal with the allegations against Mr McLachlan in accordance with the Agreed Outcome Proposal annexed to this Judgment. The parties submitted that the outcome proposed was consistent with the Tribunal's Guidance Note on Sanctions. The proposed sanction was that Mr McLachlan be suspended from practice for a period of 12 months (having given an undertaking to remove himself from the Roll of Solicitors permanently thereafter).

Findings of Fact and Law

6. The Applicant was required to prove the allegations 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 Mr McLachlan'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.

7. The Tribunal reviewed all the material before it and was satisfied on the balance of probabilities that Mr McLachlan's admissions were properly made.

8. The Tribunal considered the Guidance Note on Sanction (9th Edition – December 2021). In doing so the Tribunal assessed the culpability and harm identified together with the aggravating and mitigating factors that existed. Mr McLachlan had acknowledged responsibility and apologised for the admitted misconduct. The Tribunal considered that the warning signs about Client A's transactions were stark and obvious and that the admitted manifest incompetence in relation to this matter was extreme. Mr McLachlan's culpability was high and the harm caused to a potentially vulnerable elderly client, as well as to the reputation of the profession, was very significant. In mitigation, he had had a long and otherwise unblemished career as a solicitor and had cooperated with the Applicant and made full admissions.

9. The seriousness of the conduct and the need to protect both the public and the reputation of the legal profession from future harm was such that the Tribunal determined there was a need to remove his ability to practise. A Reprimand, Fine or Restriction Order was insufficient in all the circumstances.

10. The Tribunal considered that a fixed term period of suspension of 12 months followed by measures to ensure the protection of the public and the reputation of the profession

were required. The Applicant, the SRA, had stated in [86.3] of the Agreed Outcome Proposal that its agreement to the proposed sanction of 12 months' suspension was conditional on Mr McLachlan's undertakings to remove himself from the Roll of Solicitors immediately on expiry of the period of suspension and never to reapply. The Tribunal had regard to The General Optical Council v Clarke [2018] EWCA Civ 1463 in which the fact that a regulated optician did not intend to practice in the future was held to be irrelevant to an assessment of whether they were fit to practice. The Tribunal was alert to the risk that public confidence in the profession, and confidence within the profession, may be undermined by a seemingly lenient sanction being imposed on a solicitor for serious misconduct where there was a continuing risk to the public on the basis they voluntarily undertook to leave the profession. The Tribunal had both the protection of the public, and the maintenance of the reputation of the profession at the forefront of their mind.

11. In all the circumstances of the case, the Tribunal was satisfied that the undertaking given by Mr McLachlan that he would remove himself from the Roll of Solicitors upon the expiration of the proposed fixed term of suspension, and would never seek readmittance, would provide protection equivalent to the Restrictions on practise which would otherwise have been imposed by the Tribunal. The breach of such an undertaking would itself amount to very serious misconduct, likely to result in Strike Off from the Roll.

12. The Tribunal, having determined that the proposed sanction was appropriate and proportionate in the circumstances, granted the application for matters to be resolved by way of the Agreed Outcome Proposal.

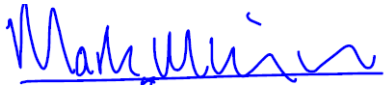
Costs

13. The parties agreed that Mr McLachlan should pay costs in the sum of £11,000. The Tribunal considered that the costs agreed were reasonable and proportionate. Accordingly, the Tribunal ordered Mr McLachlan to pay costs in the agreed sum.

Statement of Full Order

14. The Tribunal ORDERED that the Respondent, IAN MCLACHLAN, solicitor, be suspended from practice for the period of 12 months to commence on 31 January 2022 and it further ORDERED that he do pay the costs of and incidental to this application and enquiry fixed in the sum of £11,000.

Dated this 16th day of February 2022
On behalf of the Tribunal



JUDGMENT FILED WITH THE LAW SOCIETY
16 FEB 2022

M N Millin
Chair

Case No: 12254-2021

BEFORE THE SOLICITORS DISCIPLINARY TRIBUNAL
IN THE MATTER OF THE SOLICITORS ACT 1974 (as amended)
BETWEEN:

SOLICITORS REGULATION AUTHORITY LIMITED

Applicant

and

VIRINDER KUMAR GHAIWAL (SRA ID: 43870)

First Respondent

and

IAN MCLACHLAN (SRA ID: 104248)

Second Respondent

AGREED OUTCOME PROPOSAL IN RELATION TO THE SECOND RESPONDENT
Pursuant to Rule 25 of the Solicitors (Disciplinary Proceedings) Rules 2019

A: Introduction

1. By an Application and Statement made by Hannah Victoria Lane on behalf the Applicant, Solicitors Regulation Authority Limited (**"the SRA"**), pursuant to Rule 12 of the Solicitors (Disciplinary Proceedings) Rules 2019 (**"the Rules"**), dated 16 September 2021 (**"the Rule 12 Statement"**), the SRA brought proceedings before the Tribunal making allegations of misconduct against Mr McLachlan (**"the Second Respondent"**). The matter has been listed for substantive hearing before the Tribunal between 7 and 10 February 2021.

2. Having reviewed his position as set out in his Answer and taken legal advice, the Second Respondent is now prepared to make **full admissions** and, subject to the Tribunal's approval, to accept a **sanction** which is commensurate with the Tribunal's Guidance Note on Sanction (9th Edition, December 2021) (**"the Guidance Note"**).

3. The agreed factual matrix underlying the Second Respondent's admissions is set out below. Given the seriousness of his admissions, the Second Respondent is prepared to be **suspended for a period of 12 months**. The Second Respondent also undertakes to remove himself from the Roll immediately upon expiry of that suspension and undertakes never to reapply to the Roll in future

4. In addition, the Second Respondent has agreed to contribute towards the SRA's **costs** of the Application and Enquiry, in the agreed sum of £11,000.00 including VAT. In agreeing to this figure, the SRA has had due regard to the Second Respondent's means.

5. The SRA has considered the admissions made and whether those admissions, and the outcomes proposed in this document, meet the public interest having regard to the gravity of the matters alleged. For the reasons explained in more detail below, and subject to the Tribunal's approval, the SRA is satisfied that the admissions and outcome do satisfy the public interest.

6. In accordance with Practice Direction 1, a copy of this document is being served upon the First Respondent. The SRA and the Second Respondent do not consider that approval of this Agreed Outcome Proposal would prejudice the First Respondent in any way but will of course be pleased to consider any submissions to the contrary made within seven days, in line with the Practice Direction.

B: Admissions

7. The Second Respondent makes the following admissions:

   7.1. between around July 2014 to February 2015, he failed to handle the sale of Client A's Property in a manner which protected Client A's interests, in that he:

      7.1.1. failed to advise Client A of, or ensure that Client A understood, the risks and implications of selling his property in exchange for, in part, non-monetary items, namely a diamond ring and a car, and in doing so breached any or all of Principles 4, 5, 6 and 10 of the SRA Principles 2011; and

      7.1.2. failed, to take or cause to be taken any, or any adequate steps, to verify the buyer's valuation of the car and the engagement ring or their title to those assets, and by reason of such failures or any of them breached any or all of Principles 4, 5, 6 and 10 of the SRA Principles 2011; and

   7.2. between around July 2014 and February 2015, he failed to conduct adequate Customer Due Diligence ("CDD") and ongoing monitoring of the business relationship with Client A in relation to the sale of a property, and thereby failed to comply with his obligations under Regulations 7 and/or 8 of the Money Laundering Regulations 2007 ("MLRs 2007"), and in doing so breached any or all of Principles 6 and 7 of the SRA Principles 2011, and failed to achieve Outcomes 7.2 and 7.5 of the SRA Code of Conduct 2011;

   7.3. between around July 2014 and February 2015, he failed to conduct Enhanced customer due diligence ("ECDD"), and thereby failed to comply with his obligations under Regulation 14(1)(b) of the Money Laundering Regulations 2007 ("MLRs 2007"),

and in doing so breached any or all of Principles 6 and 7 of the SRA Principles 2011, and failed to achieve Outcomes 7.2 and 7.5 of the SRA Code of Conduct 2011;

7.4. in or around March 2015, failed to verify Client A's instructions regarding the drafting of Client A's Will to ensure that Client A understood the terms of the Will and was not under any undue influence, and in doing so breached any or all of Principles 4, 5, 6, and 10 of the SRA Principles 2011, and Outcome 1.12 of the SRA Code of Conduct 2011.

7.5. Each of the allegations set out in paragraphs 7.1 to 7.4 is advanced on the basis that the Second Respondent's conduct was manifestly incompetent. Manifest incompetence is alleged as an aggravating feature of the Respondent's conduct, but is not an essential ingredient in proving any of those allegations.

C: Agreed facts

Professional details

8. The Second Respondent was admitted to the Roll on 15 June 1972. The Second Respondent is currently employed as a consultant at GQS Limited, however it is understood this employment will cease on 31 January 2022. He holds a current practising certificate free from conditions. At the time of the conduct alleged he was practising as a solicitor at GQS Limited (**"the Firm"**).

Background

9. On 19 October 2017, West Midlands Police made a report to the SRA, in which they raised concerns identified in the course of an ongoing investigation relating to the financial affairs of an elderly man (born in 1922), who had since died (**"Client A"**). The report stated that:

9.1. Client A had been persuaded to move in with his nephew (**"Person B"**);

9.2. Person B had persuaded Client A to enter into a Lasting Power of Attorney over Client A's finances;[1]

9.3. Client A was persuaded to complete a will;

9.4. Client A was advised to sell his property in 2014 after the Lasting Powers of Attorney had been registered; and

9.5. Client A was not made aware of the amount that the property sold for, and only a small amount of the total sale proceeds were placed into Client A's bank account.

[1] In fact, Client A had entered into two Lasting Powers of Attorney (one for his financial affairs, and one for health and welfare).

Sale of 2 Rectory Gardens ("the Property")

10. The SRA obtained a copy of Client A's client file from the Firm and also a copy of the client file of the buyer of the Property (Person C) from his solicitors, Douglas Wemyss Solicitors LLP.

11. Land Registry documentation demonstrates that Client A had purchased the Property on 18 January 2013 at a purchase price of £150,000.00.

12. The Second Respondent acted for Client A in relation to the sale of the Property. An undated client care contract on the Client A client file states "*Mr I McLachlan will be dealing with the matter personally*". The estimated costs were £500.00 plus VAT and disbursements.

13. A scanned copy of a British passport for Client A was held on the client file, however the passport had expired. A scanned copy of Person B's passport was also held on the client file. Neither copies were certified. No other identity documents are recorded on the file.

14. On 25 July 2014, the same date that the OPG registered both LPAs, there is a letter on the Firm's client file for Client A, from Alex Smith and Company (estate agents) to Client A, thanking Client A for his instructions to offer the Property for sale at asking price of £159,950.00. There is a further letter of the same date to the Second Respondent confirming that they were "*the instructed agents*" for the Property sale "*on behalf of* [Client A]". However, it appears that the purchase did not proceed. The Property was eventually sold through the Firm under private instructions from Person B for consideration purportedly to the value of £130,000.00. It is unclear why the sale proceeded at almost £30,000.00 less than the sum originally agreed.

15. An undated agreement which was signed by Client A, and witnessed by the First Respondent, states on the first page: "*the Seller will sell and the Buyer will buy the property for the purchase price*". The agreement contained a second page with terms and conditions, which stated that the price would be paid by the transfer of ownership to the seller (Client A) of a diamond engagement ring valued at £59,950.00, a C class Mercedes car (purportedly valued at £35,000.00), and an additional cash sum of £35,050.00. Client A's signature appears on the first page of the agreement, but does not appear on the second page confirming his consent to sell the Property for the ring, car and cash sum. The Second Respondent states that he was "*given brief details by the attorney*" (i.e. Person B) regarding the apportionment of the price.

16. In relation to documentation on both firms client files for the arrangement of the sale of Client A's property in exchange for the consideration of the ring, car and cash sum, the files contained the following documents:

    16.1. An undated email from Douglas Wemyss Solicitors LLP to the Second Respondent confirming instructions for its client, Person C, to purchase the property for £70,000.00, which involved transfer of a vehicle valued at £35,000.00 and payment of £35,000.00. This email was forwarded by the First Respondent to the Second Respondent on 28 October 2014;

16.2. A valuation for insurance dated 20 October 2011 produced for Person C valuing the ring a £59,950.00. The valuation document provides no information or contact details regarding who gave the valuation or their qualifications;

16.3. A letter from the Second Respondent to Douglas Wemyss Solicitors LLP dated 6 November 2014 in which the Second Respondent stated: "*for both of us and our clients, I feel we need to define / describe the ring which is to form part of the price (see special condition 10)*".

16.4. Two handwritten receipts dated 10 November 2014 confirming receipt from Person C of the Mercedes and the ring in consideration for the Property.

16.5. A letter from Douglas Wemyss Solicitors LLP dated 12 November 2014 to the Firm referring to the consideration of the car and ring towards the purchase: "*we are informed that the Mercedes vehicle which is to be exchanged as part of the deal is valued at £35,000.00 and the registration number is* [redacted] *and it's a Mercedes Benz, C class, AMG Sport. The chassis number is* [redacted] *Please confirm that this is agreed. We understand that the ring and the Mercedes is to be handed over by the parties directly and we shall require confirmation from you prior to completion that the items have exchanged hands and for this purpose we suggest exchange and completion take place contemporaneously*".

16.6. A handwritten note (author unknown) which refers to a figure of £130,000 (sale price of property), £59,950 (valuation of the engagement ring) and a figure of £35,000 (valuation of the vehicle).

17. The Douglas Wemyss Solicitors LLP client file contains a client care letter to Person C which references a purchase price of £112,000.00.

18. Following exchange of contracts and completion, the sale proceeds were received into the Firm's client account on 21 November 2014 and transferred to the client on the same date. A statement of account from Client A's client file shows "*sale price received by GQS £35,000*".

19. On 24 November 2014, the Second Respondent wrote to Douglas Wemyss Solicitors LLP enclosing a "*part contract signed by the attorney and the transfer*".

20. On 16 January 2015, a Douglas Wemyss Solicitors LLP wrote to the Second Respondent requesting "*a certified true copy of the Power of Attorney*".

21. An undated statement of account shows the following entries:

21.1. Sale price received by GQS: £35,000.00

21.2. Land Registry fees: £24.00

21.3. Bank telegraphic transfer fee: £14.40

21.4. "Modest legal charges": £500.00

21.5. VAT: £100.00

22. On 6 February 2015, the Firm billed Client A the sum of £536.00 plus VAT.

23. On 12 February 2015, the Land Registry wrote to Douglas Wemyss Solicitors LLP confirming that they could not process the application until three points were dealt with, including requesting a complete AP1 form which included "*the identity evidence for* [Person B]".

24. On 5 March 2015, the Land Registry wrote to Douglas Wemyss Solicitors LLP stating that the application could not completed until it received a reply to the requisition of 12 February 2015, and that the application would be cancelled on 13 March 2015.

25. On 17 March 2015, the Land Registry wrote to Douglas Wemyss Solicitors LLP confirming that the application had been cancelled as Douglas Wemyss Solicitors LLP had not returned the completed transfer deed or the AP1 form.

26. On 24 March 2015, the Land Registry wrote to Douglas Wemyss Solicitors LLP with a further three point requisition, in which it stated that the AP1 form remained incomplete.

27. On 26 March 2015, the Land Registry wrote to Douglas Wemyss Solicitors LLP requesting a complete certified copy of the power of attorney, and stating that "*the signature of the attorney*, [Person B], *differs between the transfer and the power of attorney*" and requested an explanation for the discrepancy.

28. On 27 March 2015, Douglas Wemyss Solicitors LLP emailed the Second Respondent requesting an explanation to account for the discrepancy. On 8 April 2015, Douglas Wemyss Solicitors LLP emailed again, seeking a written explanation. A further chaser was sent on 10 April 2015.

29. On 15 April 2015, the Second Respondent emailed Douglas Wemyss Solicitors LLP stating: "*the signatures are different. The one on the PoA was witnessed by one of the partners from here, the one on the transfer by me. I had not met* [Person B] *before the signing but he is well known to* [the First Respondent]. [Person B] *both sounded like the person I had spoken to on numerous occasions (he has a very strong Scottish accent) when I met him and looks like the photo in his passport*".

30. On 15 April 2015, Douglas Wemyss Solicitors LLP requested a new transfer to be signed.

31. On 16 April 2015, the Land Registry wrote to Douglas Wemyss Solicitors LLP stating that the application could not be completed until a full reply to the reacquisition of 24 March 2015 had been received.

32. On 17 April 2015, Douglas Wemyss Solicitors LLP wrote to the Land Registry stating that GQS were dealing with the outstanding enquiry.

33. On 20 April 2015, Douglas Wemyss Solicitors LLP emailed the Second Respondent chasing a response.

34. On 27 April 2015, the Second Respondent wrote to Douglas Wemyss Solicitors LLP stating that Person B had signed the power of attorney in the presence of the First Respondent, and that the transfer had been signed in the Second Respondent's presence. The Second Respondent stated: "*to satisfy the Land Registry's query* [Person B] *has*

signed another transfer, this time in [the First Respondent's] *presence and I enclose that. As you will see the signatures do seem to be more similar than before".*

35. On 11 May 2015, Douglas Wemyss Solicitors LLP sent the Land Registry a further transfer document signed by the attorney.

36. On 13 May 2015, the Land Registry wrote to Douglas Wemyss Solicitors LLP stating that the application had been cancelled as "*a full copy of the power of attorney has not been lodged and no explanation for the difference in signatures between the power and the transfer has been given*".

Client A's will

37. Correspondence received by the SRA from the Second Respondent records that following the sale of the Property, Client A approached the Firm in relation to the preparation of a will. The Second Respondent handled this matter, on instructions from Person B.

38. The Firm's client file contains a copy of Client A's will which has been signed by Client A and witnessed by two individuals on 4 March 2015. The first witness' signature appears above Client A's signature. The will appointed Person B as an executor and included a gift to Person B of £5000.00.

39. The Second Respondent states he was told by Person B that Client A "*wanted to make a will, and I was given the details*", and that he "*prepared a draft which* [Person B] *took to check with* [Client A]". He further states that the "*instructions were to deal with the conveyancing and later prepare a draft will*". There is no record on the client file of any instructions in relation to the terms of the will, whether from Client A or Person B. The Second Respondent admits that he never met Client A in person, stating he had only spoken "*once or twice over the phone*". The Second Respondent states that he was not present when the will was signed and witnessed. The Second Respondent states he received a photocopy of the signed will on around 4 March 2015.

40. On 5 October 2015, the Second Respondent wrote to Person B expressing his concerns regarding the signatures on the will and how it had been witnessed:

> *"I am still concerned about* [Client A's] *will or more correctly how it was signed and witnessed.*
>
> *One of the witnesses signatures is higher up than* [Client A's] *which suggested they signed before him. They have to sign after him. If the witness did sign after* [Client A] *then all should be well but I don't want you to be in the situation that you might have to prove this with the risk it is not accepted.*
>
> *You did say when I raised this before that* [Client A] *had mentioned he wanted some changes made and he would contact me about them. If he has not decided yet I would feel happier if we re did the present will and got it signed now. Otherwise ask* [Client A] *to let me have details of any changes and I will prepare a new document incorporating them. Whichever it is to be we need to do it sooner rather than later."*

41. The letter references the Second Respondent having raised such concerns before, however no such documentation appears on the client file.

42. The SRA understands that in 2017 Client A prepared another will using the services of another solicitor, therefore revoking the previous will from 2014.

Allegation 2.1.1 (failure to advise Client A of, or ensure that Client A understood, the risks and implications of selling his property in exchange for, in part, non-monetary items, namely a diamond ring and a car)

43. No evidence appears on Client A's client file of the Second Respondent giving advice to Client A about the risks and implications of him selling the Property in exchange for, in part, non-monetary items, namely a ring and a car. The risks and / or implications of accepting non-monetary consideration for the sale of real property included, but were not limited to, the following:

    43.1. The car was likely to be depreciating in value;

    43.2. The car's history was unknown (for example, as to whether it had been written off, or whether it was subject to finance);

    43.3. Both the car and the ring had unknown provenance, value, and marketability;

    43.4. It was not known whether Person C was the true owner of the items, and there was a real risk that either or both the car and the ring could have been stolen property;

    43.5. There was a risk that if Client A had wanted to sell either the car or the ring, the items would not have achieved their purported valuation on sale;

    43.6. There was a risk that either item could have been lost or damaged following the agreement between the parties;

    43.7. No explanation appears to have been given as to why Person C could not sell the car and the ring himself, and then use the sale proceeds to purchase the property.

44. The Second Respondent should have explained the above risks and implications in full to Client A, however he failed to do so.

45. It is unclear why Client A accepted consideration in the form of items which may have been limited use to someone who had at least some mobility difficulties and was not known by the Second Respondent to be in a relationship, and which (at least in the case of the car) were likely to depreciate in value. Alternatively, Client A would have had to have sold the car and the ring in exchange for cash.

46. The Second Respondent stated in his response to the SRA that Client A "*wasn't advised*" because the Second Respondent had received information from the buyers solicitors which he had then checked with Person B and Client A, who confirmed that that had been agreed. There are no attendance notes or correspondence on the client file to demonstrate the Second Respondent verified the instructions upon which he proceeded.

47. This transaction clearly bore unusual features, which the Second Respondent should have discussed in full with Client A:

    47.1. Client A had only purchased the Property in January 2013, which was relatively recently prior to the sale;

    47.2. The consideration for the purchase of the Property was a diamond ring, a Mercedes car, and a cash sum. Non-monetary consideration was being provided for the purchase of the property which is unusual;

    47.3. Client A had entered into two LPAs, shortly before instructions were received to sell the Property;

    47.4. Although based on the LPA for property and financial affairs, Person B had the power to give instructions for the sale of Client A's property, the Second Respondent correctly identified Client A as his client, however there is no evidence that the instructions received from Person B were verified with Client A, and the Second Respondent never met Client A in person.

48. As such the Second Respondent should have satisfied himself that these were Client A's instructions and that Client A was aware of the implications of these features of the transaction. The Second Respondent failed to meet Client A in person, has confirmed that Client A "*wasn't advised*" and the Second Respondent has accepted that he relied on what he had been told by the buyers' solicitors, which he had checked with Person B and Client A. There is no evidence of such checks having been undertaken on the file.

49. In the circumstances, it is the SRA's case that the Second Respondent should have advised Client A against proceeding on the basis proposed and that he should, instead, have insisted on full monetary consideration being provided by Person C for the sale of the property.

50. By failing to ensure that Client A understood the risks and implications of selling his property in exchange of the ring, car, and cash sum, the Second Respondent:

    50.1. Failed to act in the best interests of Client A, in breach of Principle 4 of the SRA Principles 2011, in that Client A should have understood that the Second Respondent would not be receiving the sale price of the property into his account, and Client A would not receive the entire sale price, but instead would be paid partially in goods. Owing to the unique nature and valuation of the car and the ring, two expensive items, as part of the overall transaction, it is the SRA's case that the Second Respondent should have maintained a record on the file which unequivocally made clear that the Second Respondent had discussed with Client A receiving these items as consideration, and that Client A had agreed that he was happy to proceed with the sale and subsequent receipt of these items as consideration, and that he was assured that the valuation of the articles was appropriate and they were properly owned by the purchaser in the first place.

    50.2. Failed to provide a proper standard of service to Client A, in breach of Principle 5 of the SRA Principles 2011. Providing a proper standard of service to Client A

would have involved the Second Respondent giving clear and coherent advice to the client about the risks and implications of the Property being sold for non-monetary consideration.

50.3. Failed to behave in a way that maintains the trust the public places in the Second Respondent and the provision of legal services, in breach of Principle 6 of the SRA Principles 2011. A solicitor acting in such a way would have ensured that the client was aware of the unusual nature of the transactions, and had approved this course of action.

50.4. Failed to protect Client A's money and assets, in breach of Principle 10 of the SRA Principles 2011, in that the Second Respondent failed to ensure that he gave any advice to Client A as to the risk that the transaction may have proceeded at an undervalue, to Client A's detriment, in the absence of independent valuations of the assets being provided in part payment.

Allegation 2.1.2 (failure to take or cause to be taken any, or any adequate steps, to verify the buyer's valuation of the car and the engagement ring or their title to those assets)

51. The Second Respondent relied on a valuation of the engagement ring provided by the buyer and a letter from Douglas Wemyss Solicitors confirming the value of the car.

The vehicle

52. There is no evidence of the Second Respondent making enquiries with the solicitor acting for the other side regarding proof of ownership of the vehicle (such as requesting the VFC document, commonly referred to as a logbook). The file is also silent as to whether checks were undertaken as to whether there was any outstanding finance on the vehicle, such as an open source "HPI check". This is a check which scrutinises the history of any motorised vehicle registered in the UK, and alerts the requester to any information held against the vehicle by finance and insurance companies, the DVLA, the police and other industry bodies.

53. By failing to undertake these enquiries, the Second Respondent's client could have taken possession of a vehicle which was not legally in the seller's name. There was a risk that if there was outstanding finance on the vehicle, it may not have been legally in the seller's name, and so that Client A would have received a vehicle that he was not legally going to be the owner of. The Second Respondent should and could have undertaken these checks.

The ring

54. The Firm's client file only contained a valuation for insurance dated 20 October 2014 which described the ring as "*18CT White Gold Solitaire Diamond Engagement Ring 6.23 CTS G Colour VVS1 Clarity*", and valued the ring at £59,950.00. The ring alone was just under 50% of the consideration Client A would receive for the sale of the property.

55. There is a signature on the valuation, but it does contain either the name or business address of the jeweller who provided it. The file contains no evidence of the Second Respondent making any enquiries with Douglas Wemyss Solicitors LLP as to the

ownership of the ring. The ring is of considerable value, and it is not commensurate with a ring which could be purchased on the high street. It is likely that the ring would be accompanied with provenance documentation showing the diamond had been ethically sourced. The file does not contain evidence of the Second Respondent making enquiries as to whether other independent valuations for the ring were obtained, or that it was indeed properly owned by the purchaser (for example, by enquiring as to the identity of the person from whom the ring had been purchased and obtaining confirmation of its sale to Person B from them). A ring of such a value is not commonplace and would be difficult to acquire on the open market. The red flag indicator was there for the Second Respondent to see, such that a very rare and expensive piece of high-end jewellery was to be used as consideration for a property with a very modest value.

56. The Second Respondent should have satisfied himself that the valuation of both the vehicle and the ring with which he had been provided were reasonable. The Second Respondent should also have satisfied himself that the purchaser had good title to the vehicle and the ring, but failed to do so. Doing so would have meant he was acting in the client's best interests. There was an obvious risk that the engagement ring and car could have been over-valued in the buyer's valuation, to the detriment of Client A and the benefit of the buyer.

Breaches

57. By failing to take any or any reasonable steps to verify the valuation of the car and engagement ring, or investigate their title , the Second Respondent:

    57.1. Failed to act in the best interests of Client A, in breach of Principle 4 of the SRA Principles 2011. Acting in Client A's interests would have involved obtaining a valuation to ensure the ring and car had not been over-valued, and therefore ensuring that Client A's property was not sold at an undervalue;

    57.2. Failed to provide a proper standard of service to Client A, in breach of Principle 5 of the SRA Principles 2011. Providing a proper standard of service to his client, and proper standard of client care and of work, would have involved obtaining such a valuation;

    57.3. Failed to behave in a way that maintains the trust the public places in the Second Respondent and the provision of legal services, in breach of Principle 6 of the SRA Principles 2011. Public confidence is likely to be diminished in solicitors who allow transactions to proceed where clear risks are present of unusual features to the transaction which are capable of operating to the client's detriment; and

    57.4. Failed to protect the client's money and assets, given the risk, set out above of the transaction proceeding at an undervalue, in breach of Principle 10 of the SRA Principles 2011.

Allegation 2.2 (failure to conduct adequate Customer Due Diligence and ongoing monitoring of the business relationship with Client A)

Obligations

58. The anti-money laundering framework in place at the time of these transactions comprised: the Money Laundering Regulations 2007 ("MLRs"), and the SRA's warning notices entitled "Money laundering", and "Money laundering and terrorist financing" (December 2014).

59. Regulation 5 of the MLRs 2007 defines customer due diligence ("CDD") as "*(a) identifying the customer and verifying the customer's identity on the basis of documents, data or information obtained from a reliable source; (b) identifying where there is a beneficial owner who is not the customer, the beneficial owner and taking adequate measures, on a risk-sensitive basis, to verify his identity so that the relevant person is satisfied that he knows who the beneficial owner is... and (c) obtaining information and the purpose and intended nature of the business relationship*".

60. In accordance with Regulation 7(1) of the MLRs 2007, all firms were legally required to undertake CDD. A relevant person must apply CDD when he establishes a business relationship or carries out an occasional transaction. According to Regulation 7(3) of the MLRs 2007, a relevant person must:

    60.1. determine the extent of CDD measures on a risk-sensitive basis depending on the type of customer, business relationship, product or transaction; and

    60.2. be able to demonstrate to his supervisory authority that the extent of the measures is appropriate in view of the risks of money laundering.

61. There is also a requirement to conduct ongoing monitoring under Regulation 8 of the MLRs 2007. This means scrutinising "*transactions undertaken throughout the course of the relationship (including, where necessary, the source of funds) to ensure that the transactions are consistent with the relevant person's knowledge of the customer, his business and risk profile; and keeping the documents, data or information obtained for the purpose of applying customer due diligence measures up-to-date*". Regulation 8 therefore requires that you conduct ongoing monitoring of a business relationship on a risk-sensitive and appropriate basis.

62. The Law Society produced a Practice Note for the legal profession on anti-money laundering which was published in October 2013. In particular, the practice note advises practitioners:

    62.1. "*you may consider whether there are any aspects of the particular retainer which would increase or decrease the risks*";

    62.2. "*The more you know your client and understand your instructions, the better placed you will be to assess risks and spot suspicious activities*";

    62.3. In relation to ECDD, "*you should consider whether it is appropriate to ... request further information on the purpose of the retainer or the source of the funds*";

    62.4. "*If you suspect that there has been a direct payment between a seller and a buyer, consider whether there are any reasons for concern (for example, an attempt to involve you in tax evasion) or whether the documentation will include the true purchase price*".

63. The SRA's warning notice on money laundering and terrorist financing dated 8 December 2014 states *"we expect all firms and individuals regulated by us to comply with money laundering legislation including taking appropriate steps to conduct customer due diligence (CDD) when required to do so by the Money Laundering Regulations 2007. We expect firms and individuals to be aware of, and act properly upon, warning signs that a transaction may be suspicious"*. The warning notice highlights as warning signs if the *"transaction is unusual for the client"* and where there are *"monies passing directly between the parties"*.

Due diligence

64. In terms of client identity documentation, the only identity documents identified in the Firm's client file were a scanned copy of Client A's expired passport, and a scanned copy of Person B's passport. No other identity documents were identified in the client file, such as proof of address for either Client A or Person B. Furthermore, it is unclear what enquiries the Second Respondent made to ascertain the circumstances of why Client A was selling his property and any impact this may have had on his financial situation, especially in circumstances where Client A had taken out two LPAs.

65. The Applicant does not contend that Client A was not entitled to accept a car and a ring as partial consideration for the sale of his property, however Client A's circumstances were unusual in that Client A was 92 years old and he received an engagement ring purportedly valued at £59,950.00, and a used car purportedly valued at £35,000, against the agreed sale price of £130,000.00 for his property. It is likely that in order for their value to be realised they would have had to have been sold. There is no evidence of the Second Respondent enquiring as to why non-monetary consideration was being provided for the purchase of the property. This was particularly pertinent in circumstances where there was an obvious risk that the items were stolen property.

Breaches

66. By failing to conduct adequate customer due diligence and failing to conduct ongoing monitoring of Client A's transaction in relation to the sale of the Property, the Second Respondent:

    66.1. failed to behave in a way that maintains the trust the public places in the Second Respondent and the provision of legal services, in breach of Principle 6 of the SRA Principles 2011. A solicitor acting in such a way as to maintain public confidence in the profession and provision of legal services would have ensured that sufficient identity documentation had been provided by the client. They would also have obtained sufficient information regarding the purpose and intended nature of the conveyance, as they are required to do so under the MLRs. Doing so would have ensured that they were monitoring the risk of money laundering and terrorist financing, which the general public have a legitimate expectation solicitors will undertake in their work.

66.2. failed to comply with his legal and regulatory obligations, in breach of Principle 7 of the SRA Principles 2011. The Second Respondent failed to act in Client A's best interests by failing to undertake any further or sufficient due diligence, as required by MLRs 2007 shows a disregard to the risks posed by money launderers and terrorist financers, and the obligatory statutory legislation. At no point was the Second Respondent assured that the provenance, ownership and valuations of the car and ring was as stated and / or that these items were not the proceeds of crime. The Second Respondent failed to manage the risk of money laundering in accordance with either of the Regulations or the SRA's warning notices.

67. The Second Respondent also failed to achieve the following Outcomes of the SRA Code of Conduct 2011:

67.1. Outcome 7.2: by failing to have effective systems and controls in place to achieve and comply with all the Principles, Rules and Outcomes and other requirements of the Handbook, and by not conducting adequate customer due diligence in relation to Client A's matter.

67.2. Outcome 7.5: this Outcome states you must comply with legislation applicable to your business, including anti-money laundering and data protection legislation. By failing to conduct adequate customer due diligence on Client A's matter, the Second Respondent has failed to achieve Outcome 7.5.

Allegation 2.3 (failure to conduct Enhanced customer due diligence)

Obligations

68. The AML framework in place at the time of the alleged misconduct is set out above. Regulation 14(1) of the MLRs 2007 states:

> *"A relevant person must apply on a risk-sensitive basis enhanced customer due diligence measures and enhanced ongoing monitoring—*
>
> *(a) in accordance with paragraphs (2) to (4);*
>
> *(b) in any other situation which by its nature can present a higher risk of money laundering or terrorist financing".*

69. The SRA contends that in relation to this matter, the Second Respondent was required to undertake ECDD pursuant to Regulation 14 of the MLRs due to the circumstances of the transaction, which presented "a higher risk of money laundering or terrorist financing". The Second Respondent was also required to adopt a "risk-sensitive" approach.

70. The Second Respondent should have sought additional independent reliable sources to verify information provided to him, in order that he better understood the background, ownership, and financial situation of Client A, and Person C (the buyer of the Property). Such checks could have included advising Client A of the need to:

70.1. obtain independent valuations of the car and the ring;

70.2. check whether the car was owned outright or subject to any outstanding finance repayments, and ascertaining its condition;

70.3. check the provenance and marketability of both the car and the ring;

70.4. check whether Person C was the true owner of the car and the ring;

70.5. check why Person C could not sell the car and the ring himself, and then use the sale proceeds to purchase the property.

Breaches

71. By failing to conduct ECDD in relation to the sale of the Property, the Second Respondent:

71.1. failed to behave in a way that maintains the trust the public places in the Second Respondent and the provision of legal services, in breach of Principle 6 of the SRA Principles 2011. A solicitor acting in such a way as to maintain public confidence in the profession and provision of legal services would have adopted a risk sensitive approach when confronted with an unusual set of instructions. Doing so would have ensured that they were monitoring the risk of money laundering and terrorist financing, which the general public have a legitimate expectation solicitors will undertake in their work.

71.2. failed to comply with his legal and regulatory obligations, in breach of Principle 7 of the SRA Principles 2011. The Second Respondent has disregarded the requirements of obligatory statutory legislation and has therefore failed to comply with his legal and regulatory obligations.

72. As stated above, the Second Respondent also failed to achieve the following Outcomes of the SRA Code of Conduct 2011:

72.1. Outcome 7.2: this Outcome states that you have effective systems and controls in place to achieve and comply with the Principles. The Second Respondent failed to apply ECDD in circumstances in which it was required, and as such has failed to achieve Outcome 7.2.

72.2. Outcome 7.5: this Outcome states you must comply with legislation applicable to your business, including anti-money laundering and data protection legislation. By failing to conduct ECDD on Client A's matter, the Second Respondent has failed to achieve Outcome 7.5.

Allegation 2.4 (failure to verify Client A's instructions regarding the drafting of Client A's Will to ensure that Client A understood the terms of the Will and was not under any undue influence)

73. There is no evidence of instructions being taken from Client A, or that Client A understood the terms of the will. The Second Respondent took no steps to establish that Client A was not subject to undue influence from Person B, notwithstanding indicators of potential vulnerability such as Client A's age and the instruction to include in the will provision benefitting Person B. There is no record on the client file of any conversations taking place between the Second Respondent and Client A.

74. The Second Respondent should have sought clarification from Client A of the instructions being received. The Law Society Practice Note on LPAs state that the individuals entering into an LPA remain the client (and not the Attorney) and instructions should be sought from them. The circumstances in which the will was drawn up were unusual in that the Second Respondent had not met Client A in person before. This was particularly pertinent in circumstances where a relevant risk factor was that Person B was Client A's executor and a beneficiary under Client A's will: the will included a legacy of £5000.00 to Person B and Person B's partner.

75. By failing to verify the instructions regarding drafting Client A's will to ensure he understood its terms and was not under any undue influence, the Second Respondent:

    75.1. Failed to act in the best interests of Client A, in breach of Principle 4 of the SRA Principles 2011, and failed to provide a proper standard of service to Client A, in breach of Principle 5 of the SRA Principles 2011. A solicitor acting in the client's best interests and providing a proper standard of service would have assured himself that there were no risks of undue influence by Person B also being an executor and beneficiary under Client A's will, whilst he also was the attorney under two LPAs.

    75.2. Failed to behave in a way that maintains the trust the public places in the Second Respondent and the provision of legal services, in breach of Principle 6 of the SRA Principles 2011. A solicitor acting in such a way would have ensured that the client's interests were protected above those of anyone benefitting under the will.

    75.3. Failed to protect Client A's money and assets, in breach of Principle 10 of the SRA Principles 2011. The Second Respondent should have ensured that the terms of the will protected Client A's money and assets.

    75.4. Failed to ensure that Client A was able to make an informed decision about the services he needed; how his matter would be handled; and the options available to him, in breach of Outcome 1.12 of the SRA Code of Conduct 2011.

Manifest incompetence

76. The facts and matters above demonstrate manifest incompetence on the part of the Second Respondent. The SRA relies on paragraph 23 of the decision of *Iqbal v Solicitors Regulation Authority* [2012] EWHC 3251 (Admin):

> *If a solicitor exhibits manifest incompetence, as, in my judgment, the appellant did, then it is impossible to see how the public can have confidence in a person who has exhibited such incompetence. It is difficult to see how a profession such as the medical profession would countenance retaining as a doctor someone who had showed himself to be incompetent. It seems to me that the same must be true of the solicitors' profession. If in a course of conduct a person manifests incompetence as, in my judgment, the appellant did, then he is not fit to be a solicitor. The only appropriate remedy is to remove him from the roll. It must be recalled that being a solicitor is not a right, but a privilege. The public is entitled not only to solicitors who behave with*

honesty and integrity, but solicitors in whom they can impose trust by reason of competence.

77. A competent solicitor would, in acting for Client A in the circumstances described above, have

77.1. verified the client's instructions;

77.2. kept detailed records regarding the instructions received;

77.3. ensured that the client understood the consequences and risks of selling a property for non-monetary consideration and a lump cash sum;

77.4. advised the client of the necessity of obtaining independent valuations for the non-monetary consideration.

78. The Second Respondent's conduct amounted to manifest incompetence in that his conduct went substantially beyond mere professional negligence. By reason of such manifest incompetence, the Respondent breached Principle 6 of the SRA Principles 2011.

D: Non-agreed mitigation

79. The Second Respondent advances the following points by way of mitigation but their inclusion in this document does not amount to acceptance or endorsement of such points by the SRA:

79.1. The Second Respondent offers his sincere, and genuine apology for the identified, and to his credit, admitted breaches as particularised in the allegations. The Second Respondent did not do anything, knowingly or deliberately, in breach of rules and guidance issued by the SRA and, indeed, as will be noted from the allegations and paragraph 86 within this document, it is not alleged that the Second Respondent acted dishonestly or with a lack of integrity.

79.2. In 2014, in addition to being a Consultant, the Second Respondent practiced on his own as a sole practitioner. The Second Respondent took the decision to close that practice and throughout the summer of 2014 made arrangements for client matter files to be concluded, clients notified of his intention to close of his practice and afforded the opportunity to instruct other solicitors. As a consequence of the work and steps taken by the Second Respondent to effect an orderly closure of his sole practice, the Second Respondent accepts that informed his approach, and with the benefit of hindsight and reflection, his attention was distracted by the need to effect an orderly closure, and he did not give the matter involving Client A the appropriate attention that he would otherwise have done.

79.3. The Second Respondent accepts that he should have taken steps to ensure that Client A was fully aware of the situation and agreed to that which was being proposed.

79.4. The Second Respondent recalls speaking to Client A regarding the sale of the property on the telephone, and that Client A provided clear instructions that he was happy with all that the Attorney was doing for him, and he was grateful to his nephew for looking after him when he could not cope on his own.

79.5. The Second Respondent was admitted to the Roll of Solicitors on 15 June 1972 and has been qualified just short of 50 years. It is a matter of great regret, and sadness, to the Second Respondent, that having been qualified for so long, and with an impeccable, exemplary and unblemished career to date, with no adverse regulatory or disciplinary history, that his career should end in these circumstances and adversely impact upon his previous good character and unblemished regulatory and disciplinary history.

79.6. The Respondent is 75 years of age having been born on 9 October 1946. The Second Respondent has taken the decision that now is the time for him to retire from the profession and as part of the Agreed Outcome the Respondent has provided his undertaking to remove his name from the Roll and not to apply for restoration on the termination of the 12 month suspension.

79.7. Factors mitigating the seriousness of the identified breaches include, but are not limited to:

- The allegations arise out of a single transaction dating back to 2014, some 8 years ago.
- The absence of any allegation of dishonesty or lack of integrity.
- Genuine insight as to his regulatory obligations and responsibilities as reflected in the admissions made within this document.
- Full co-operation with the SRA during the course of its investigation and with the Tribunal following the issue of proceedings, notwithstanding the perceived delay on the part of the SRA. The SRA investigation commenced on 23 November 2017, with the Second Respondent providing explanation by letter dated 7 December 2017. The SRA investigation continued during 2018/19, with the SRA notifying the Second Respondent by letter dated 1 June 2019, some 9 months after he had provided explanation dated 19 September 2018, that a decision had been made to refer his conduct to the SDT. There then followed a delay of 14 months from the letter dated 1 June 2019 until the Second Respondent received an email from the SRA dated 3 August 2020, attaching a Notice recommending referral to the SDT. No explanation has been provided by the SRA for the overall delay in progressing the investigation and, in particular, the delay from 1 June 2019, when the Second

Respondent was informed of the resolution to refer his conduct to the SDT and the raising of new allegations in the Notice dated 3 August 2020.

79.8. The Second Respondent repeats his sincere apology to the Tribunal, his Regulator and the profession for the identified failings, which remain a matter of considerable regret to the Second Respondent, given his prior exemplary regulatory and disciplinary history of nearly 50 years qualification.

E: Proposed sanction including explanation of why such an order would be in accordance with the Tribunal's sanctions guidance

80. Subject to the Tribunal's approval, it is agreed that the Second Respondent should receive a 12 month suspension. In addition the Second Respondent gives an undertaking to remove himself from the Roll permanently thereafter (i.e. he will never reapply).

81. In reaching this agreement, the parties have carefully considered and had regard to the Tribunal's Guidance Note on Sanction (9th edition, December 2021). The parties have also had regard to the principle of proportionality and have considered the possible sanctions in ascending order of seriousness.

82. In respect of culpability (paragraph 18 of the Guidance Note), the Second Respondent had direct control of and responsibility for the circumstances giving rise to the misconduct. He was an experienced solicitor of very many years standing. The Second Respondent's culpability for his actions was accordingly high.

83. In respect of harm (paragraph 19 of the Guidance Note), the Second Respondent admits breaches of (amongst others) Principle 6, i.e. that he failed to behave in a way that maintains public trust in himself and the provision of legal services. The public expects solicitors to exercise extra vigilance when providing services to the vulnerable and the potentially vulnerable. While the Second Respondent may not have intended any harm, Client A was elderly and entitled to expect that the Second Respondent would know and have scrupulous regard to his obligations.

84. In respect of aggravating features (paragraph 20 of the Guidance Note): Client A was vulnerable; the admissions herein have been made relatively late in the day; and the Second Respondent ought reasonably to have known that the conduct complained of was in material breach of obligations to protect the public and the reputation of the legal profession. Further, in making the full admissions which he does, the Second Respondent admits that his conduct was manifestly incompetent.

85. In respect of mitigating factors (paragraph 21 of the Guidance Note): the conduct was of relatively brief duration in an otherwise unblemished career; the Second Respondent has now admitted the allegations against him in full and has cooperated with the SRA.

86. It is agreed that this is not a case where either no order or a reprimand would be an appropriate outcome. Although there is no allegation of dishonesty or lack of integrity, (i) the allegations are nonetheless very serious and (ii) the Second Respondent is of limited means. Neither party sees any merit in an unaffordable financial penalty even if (which is not agreed) that would otherwise have been sufficient to mark the misconduct. Given the Second Respondent's admitted and serious misconduct, it is agreed that suspension from the Roll for a fixed term of 12 months is an appropriate penalty:

86.1. In view of the Second Respondent's admission to manifest incompetence, there is a need to protect the public and reputation of the legal profession from future harm from the Second Respondent by removing his ability to practise.

86.2. However, in circumstances where the Second Respondent is undertaking to remove himself permanently from the Roll immediately upon expiry of that suspension, there is no need for a Restriction Order and neither the protection of the public nor the protection of the reputation of the legal profession requires an order striking off the Second Respondent's name from the Roll.

86.3. For the avoidance of doubt, the SRA's agreement to this Agreed Outcome proposal is conditional upon the Second Respondent's undertakings (i) to remove himself from the Roll immediately on expiry of his suspension and (ii) never to reapply.

F: Costs

87. As noted above, subject to the approval of this Agreed Outcome Proposal, it is agreed that the Second Respondent should pay £11,000.00 towards the SRA's costs of the Application and Enquiry. The SRA is satisfied that this is a reasonable and proportionate contribution by the Second Respondent in all the circumstances.

Signed:

Name: Mark Rogers, Partner, Capsticks Solicitors LLP

On behalf of the SRA

Dated: 28 January 2022

Signed

Name:

The Second Respondent

Dated: 28.1.22

Schedule 1

Form of Undertakings

I, **IAN MCLACHLAN (SRA ID: 104248)**, hereby give the following, irrevocable **undertakings** to Solicitors Regulation Authority Limited and to the Solicitors Disciplinary Tribunal:

1. I will take all necessary steps to remove my name from the Roll of Solicitors as soon as possible upon expiry of the term of suspension imposed by the Solicitors Disciplinary Tribunal on [date].

2. I will never apply for readmission to the Roll of Solicitors.

Signed:

Dated: 28.1.22