

SOLICITORS DISCIPLINARY TRIBUNAL

IN THE MATTER OF THE SOLICITORS ACT 1974

Case No. 12318-2022

BETWEEN:

SOLICITORS REGULATION AUTHORITY LTD.

Applicant

and

DOUGLAS GLYN CHARLES FRAME

Respondent

Before:

Ms T Cullen (in the chair)
Mr P Jones
Mrs L McMahon-Hathway

Date of Hearing:
6 and 7 September 2022

Appearances

Cameron Scott, of counsel, of Capsticks Solicitors LLP for the Applicant

Jonathan Goodwin, solicitor, of Jonathan Goodwin Solicitor Advocate Limited, for the Respondent

JUDGMENT

Allegations

1. The allegations against the Respondent, Mr Frame, were set out in a Rule 12 Statement dated 24 March 2022 and were that while in practice as a solicitor at Hill & Abbott Solicitors (“the Firm”):
 - 1.1. On or around 27 January 2018, he falsely represented to Mr Baden Bull that he was self-employed and requested that he make a payment of £6,000, purportedly for counsel’s fees, to the Respondent personally.
 - 1.2. On or around 31 January 2018, he received a cheque for £6,000 payable to him personally from Mr Bull. He failed to use the funds to pay Counsel’s fees and instead paid them into his own personal bank account.

In doing this, Mr Frame breached all or alternatively any of Principles 2, 6 and 10 of the SRA Principles 2011 (“the Principles”) and Rule 14.1 of the SRA Accounts Rules 2011 (“the SARs”).

2. The above allegation was made on the basis that Mr Frame acted dishonestly. Dishonesty was alleged as an aggravating feature of his misconduct.

Allegation 3 was made as an alternative to Allegations 1 and 2 to be relied upon in the event that the Tribunal did not accept the SRA’s primary case:

3. On or around 27th January 2018, Mr Frame borrowed £6,000 from Person A and failed to pay counsel’s fees.

In doing this he placed himself in a position of own-interest conflict and breached any or both of Principles 2 and 6 of the Principles and failed to achieve Outcome 3.4 of the SRA Code of Conduct 2011 (“the Code”).

Executive Summary

4. At the conclusion of the SRA’s case, the Tribunal found that there was no case to answer in relation to allegation 1.1. The evidence supporting the allegation that Mr Frame had represented that he was self-employed was so tenuous that the Tribunal determined allegation 1.1 could not be found proved and it was accordingly dismissed. The Tribunal’s decision on Allegation 1.1 can be found [here](#).
5. In relation to allegation 1.2, the Tribunal found that Mr Frame had requested, and received, the funds from Mr Bull as a personal loan. The Tribunal found he did not request the payment be made to him personally to pay counsel’s fees. Accordingly, the professional breaches alleged, including that the conduct was dishonest, were found not proved. The Tribunal’s decision on Allegation 1.2 can be found [here](#).
6. Allegation 1.3 was found proved. Mr Frame had placed himself in an own-interest conflict situation and had not taken the mandatory step of advising and ensuring that independent legal advice be taken by Mr Bull. This failure, coupled with the failure to take appropriate steps following receipt of the loan, amounted to a breach of the

relevant Principles and Outcome of the Code. The Tribunal's decision on Allegation 1.3 can be found [here](#).

Sanction

7. The conduct was assessed as serious, and the Tribunal determined that a fine of £8,000 was the appropriate [sanction](#). Following an assessment of Mr Frame's means, the Tribunal reduced the fine to be applied to £2,000.

Documents

8. The Tribunal considered all the documents in the case which were included in an electronic bundle agreed and supplied by the parties.

Preliminary Matters

Application for anonymity

9. Mr Scott, for the SRA, stated that the anonymity of lay clients had been maintained throughout the Rule 12 Statement setting out the allegations. Following the decision in Lu v SRA [2022] EWHC 1729 (Admin) the SRA did not propose to maintain this anonymity.
10. The Tribunal noted that the three lay clients who had been anonymised had all produced witness statements for the proceedings and confirmed their willingness to give evidence before the Tribunal if necessary. Whilst there would be cases in which preserving the anonymity of lay clients was warranted, in these circumstances where their evidence was central to the matters to be determined, they were anticipating giving evidence in the hearing, the SRA did not seek to preserve anonymity, and there were no particular privacy or exceptional hardship considerations present, the Tribunal determined that, applying Lu, no direction for anonymity would be made.

Submission of no case to answer

11. Following the conclusion of the SRA's case, Mr Goodwin, for Mr Frame, applied for the allegations to be struck out. It was submitted there was no case to answer on any of these allegations and that insufficient evidence had been adduced upon which a reasonable Tribunal could find the allegations proved to the requisite standard. The submission was based on both limbs of the test set out in set out in R v Galbraith (1981) 73 Cr App R 124.
12. The Tribunal accepted the application in relation to allegation 1.1. The Tribunal dismissed the remainder of the application. The key submissions made in the strike out application, and the reasons for the Tribunal's decisions, are summarised under the relevant allegations below to minimise repetition.

Factual Background

13. Mr Frame was admitted to the Roll of Solicitors in August 2011. At the date of the hearing, he held a Practising Certificate free from conditions.

14. Between 6 January 2014 and 3 August 2018, he was employed by the Firm as a solicitor. At the date of the hearing, he was employed as a solicitor by Fosters Solicitors LLP.

Witnesses

15. The written and oral 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 considered all of documents in the case and made notes of the oral evidence of all witnesses. The absence of any reference to particular evidence should not be taken as an indication that the Tribunal did not read, hear or consider that evidence. The following witnesses gave oral evidence:
- Baden Bull, a former client of Mr Frame (and father of a then current client)
 - Mr Frame
16. The following witnesses were not required by Mr Frame to attend the hearing for cross-examination, but the Tribunal was invited to, and did, read their statements:
- Lisa Penrose, client and daughter of Mr Bull
 - Paul Penrose, husband of Lisa Penrose
 - Josef Kallas, Team Leader at Old Square Chambers

Findings of Fact and Law

17. The Applicant was required to prove the allegations to the civil standard (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 Frame'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 around 27 January 2018, Mr Frame falsely represented to Mr Bull that he was self-employed and requested that he make a payment of £6,000, purportedly for counsel's fees, to himself personally.**
- Allegation 1.2: On or around 31 January 2018, Mr Frame received a cheque for £6,000 payable to him personally from Mr Bull. He failed to use the funds to pay Counsel's fees and instead paid them into his own personal bank account.**

The Applicant's Case

- 18.1 Mr Scott outlined the SRA's case drawing from the Rule 12 Statement. He stated that it came down to which version of a conversation between Mr Frame and Mr Bull the Tribunal preferred.
- 18.2 In January 2017 Mr Frame was instructed by Ms Penrose in relation to an employment dispute. Mr Bull attended the initial meeting with Mr Frame and Ms Penrose.

- 18.3 There was a client care letter dated 31 August 2017 on the file, but the SRA's case was that there was no evidence it had been sent by Mr Frame or received by Ms Penrose. Her evidence was that nothing was discussed about fees, and she did not receive a client care letter. She also stated "*[Mr Frame] did not say that he was a self-employed solicitor*".
- 18.4 In her witness statement, Ms Penrose stated that Mr Frame did not mention anything about costs as the matter progressed into early 2018. She said that he "*kept telling me that I didn't need to worry, it was all sorted with [Mr Bull]*".
- 18.5 In January 2018, Mr Frame instructed counsel on Ms Penrose's behalf.
- 18.6 Shortly afterwards, the conversation between Mr Frame and Mr Bull took place. There was no dispute between the parties that a conversation took place around 31 January 2018.
- 18.7 There were two statements signed by Mr Bull before the Tribunal, each containing a statement of truth. Mr Bull gave evidence to the Tribunal under oath. Mr Bull's evidence was that Mr Frame telephoned him at home on 31 January 2018 asking him to settle counsel's fees of £5,000. He stated this was the first discussion he had had with Mr Frame about fees since the initial meeting in January 2017. Mr Bull had agreed to post a cheque to the Firm, but Mr Frame had requested that he send the cheque to his home address. Mr Bull agreed to do so and said he was then told that the fee due was £6,000 as this included VAT.
- 18.8 In his first witness statement of 28 May 2020, Mr Bull stated that Mr Frame had told him that he was self-employed and that he should send the cheque to his home address and make it payable to him personally. In his oral evidence Mr Bull changed his position on this. During cross-examination Mr Bull agreed that Mr Frame had given him a business card showing the Firm's details and that in fact at no time had Mr Frame told him that he was self-employed. Mr Bull explained that he had been told that by others, but not by Mr Frame. Mr Bull also denied, during his oral evidence, that he had socialised with Mr Frame or become friends with him. They had, however, developed a friendly rapport.
- 18.9 Mr Frame's account of this conversation was very different. In the representations sent to the SRA in September 2019, during its investigation, he said that he asked Mr Bull "*if he could help me out with a loan to pay my son's school fees*". Mr Frame went on to say that Mr Bull agreed to do so. Mr Frame's account of what followed was:
- "... I explained that as Counsel was instructed in Lisa's case I could pay her fees and account to him. He asked what Counsel's fees were and as I did not have the file with me, as the call was around 7.00 pm at night, I said it was around £5,000.00 plus VAT. Baden said he would send me a cheque for £6000..."*
- 18.10 Mr Scott submitted that case turned on which account of this conversation the Tribunal believed. There was no dispute that the cheque was received by Mr Frame and paid into his personal account.

- 18.11 During cross-examination Mr Bull said he was not entirely sure that the signature on his second witness statement, prepared for the proceedings and dated 24 June 2022, was genuine. He also said he was unsure if the statement had been prepared for him by Capsticks Solicitors. He was sure that he had not prepared the statement himself. He initially said he had read the statement before signing it. He later said that he was not sure if he had read it before signing it and explained that he had been very ill around this time. During cross-examination Mr Bull referred to a separate instance where he had loaned money to a contact on a commercial basis. He stated that he was not, however, what he termed a “money lender” and reiterated that he had provided the money to Mr Frame for counsel’s fees. He said that he would not have asked for a VAT invoice if the money had been provided as a loan.
- 18.12 Mr Frame resigned from his role at the Firm to take up new employment with Fosters LLP. His employment at the Firm terminated around the end of August 2018.
- 18.13 In late August 2018, the Firm was contacted by Mr Sacker, a clerk at Old Square Chambers, about payment of the outstanding counsel’s fees of £4,810 including VAT. Mr Frame had written to counsel’s clerk, Mr Kallas, on 4 January 2018 confirming that he would be requesting funds on account from his client’s father who was paying for the matter. Mr Sacker stated in a follow up email to the Firm that counsel had been informed in February that funds were on account. Mr Scott submitted that this supported Mr Bull’s version of events, that the funds were provided on account for these fees.
- 18.14 In September 2018, Mr Bull wrote to the Firm and enclosed a copy of the cheque he had sent to Mr Frame. He asked the Firm for an invoice so that he could reclaim the £1,000 VAT. He also stated in his letter “*I did hear [Mr Frame] was self employed [sic] solicitor working for [the Firm]*”. The SRA relied upon Mr Bull’s account that he did not recall this payment being a loan. He questioned why he would lend his solicitor money. He maintained this position during his oral evidence.
- 18.15 The Firm wrote to Mr Frame in late September 2018 about various things including this payment. Mr Frame replied on the following day and stated: “... *this was on account of Counsel’s fees but I shall deal with that accordingly if and when the SRA contact me along with the issues relating to the firm.*” Mr Scott submitted that this comment supported Mr Bull’s account of their conversation and the contention that the payment was made for counsel’s fees rather than a loan.
- 18.16 In October 2018 the Firm wrote to Mr Frame and noted that he had not denied receipt of the funds from Mr Bull, and that despite stating they were paid on account of counsel’s fee, no payments had been made to counsel. The Firm informed Mr Frame they were obliged to report the matter to the SRA.
- 18.17 It was submitted on behalf of the SRA that it was then that Mr Frame’s position changed. In a reply sent on the same day, he stated that he had asked for a loan of £6,000 to pay for school fees which Mr Bull had agreed to make. Mr Frame further stated that he had asked if he could repay this loan by paying counsel’s fees as the hearing was coming up.

- 18.18 In November 2018 the Firm wrote to Mr Frame and asked him to repay the £6,000. The Firm had paid Counsel's fees of £4,810.
- 18.19 In reply, Mr Frame stated that a cheque would be posted to Mr Bull at his home address and that the Firm should approach their client about the debt owed for counsel's fees. Mr Frame paid £6,012 to Mr Bull by electronic transfer in January 2019. Mr Scott described as a simple mistake the fact that Mr Bull had initially stated that he had received this money by cheque.
- 18.20 At the end of May 2019 the Firm again wrote to Mr Bull and requested payment of the amount the Firm had paid for counsel's fees.
- 18.21 Mr Penrose stated in his evidence that he received two text messages from Mr Frame in late September 2019. The second of which asked Mr Penrose to call him and stated:

“On my last day in the office I informed Kerry that Lisa’s claim was no win no fee... As you are aware, I obtained payment for Counsel’s fees from Baden which he provided because Counsel would not act without fees upfront which we discussed... For the record, I am not self employed and never have been so I have no idea where Baden got that from...”

Alleged breaches of the Principles and SARs

- 18.22 It was alleged that by falsely representing to Mr Bull that he was self-employed and requesting that he make a payment of £6,000, purportedly for counsel's fees, to him personally; paying the cheque into his own bank account; and failing to pay counsel's fees; Mr Frame failed to act with integrity and so breached Principle 2 of the Principles.
- 18.23 The Tribunal was referred to Wingate v SRA [2018] EWCA Civ 366 in which it was said that integrity connotes adherence to the ethical standards of one's own profession. It was submitted that a solicitor acting with integrity would not have made such an allegedly false representation or asked for payment for counsel's fees to be made to him personally. He would also have ensured that these funds, which were client money, were paid into the Firm's client account and that counsel's fees were paid.
- 18.24 For the same reasons, it was submitted that Mr Frame had failed to act in a way which maintained the trust placed by the public in solicitors and so breached Principle 6 of the Principles. It was further submitted that he failed to protect money which had been entrusted to him on behalf of a client for payment of counsel's fees and so breached Principle 10 of the SRA Principles 2011.
- 18.25 It was also alleged that Mr Frame had breached Rule 14.1 of the SARs which requires client money to be paid without delay into a client account and held in a client account, except when the rules provide to the contrary. Money received for payment of counsel's fees is client money within the meaning of the Accounts Rules.

Dishonesty alleged (allegation 2)

- 18.26 It was also submitted that Mr Frame acted dishonestly on the basis it was alleged he knew that the representations he made were not true and that there was no reason for Mr Bull to pay money for counsel's fees to him personally. It was further alleged that as an experienced solicitor Mr Frame knew that it was dishonest to pay the funds into his personal bank account and not to use them for the prompt payment of counsel's fees.
- 18.27 It was submitted this conduct was dishonest in accordance with the test laid down in Ivey v Genting Casinos (UK) Ltd [2017] UKSC 67. It was submitted that ordinary decent people would not make such misrepresentations or pay funds received for counsel's fees into their own bank account.

The Respondent's Submission of No Case To Answer

- 18.28 At the conclusion of the SRA's case, Mr Goodwin, on behalf of Mr Frame, submitted that according to the test set out in Galbraith, there was no case for Mr Frame to answer. Mr Goodwin referred to two limbs of the test in Galbraith:

"In summary, a case will be withdrawn if (a) there is no evidence to support the allegation against the defendant or (b) where the evidence is sufficiently tenuous such that, taken at its highest, a jury properly directed could not properly convict. On the other hand, if, on one possible view of the evidence, there is evidence on which a jury could properly convict then the matter should be allowed to proceed to verdict."

- 18.29 Mr Goodwin invited the Tribunal to conclude that the SRA's case fell within the first limb, that there was no evidence to support the allegation and so the case should stop. He submitted that Mr Bull was wholly unbelievable, being unsure if he had read his statements and unclear as to their contents. Mr Scott had said that the case fell fundamentally on which account of the relevant conversation the Tribunal preferred. Mr Goodwin reminded the Tribunal that the SRA had the burden of proving the allegation and submitted that on the evidence produced they had clearly failed. Mr Frame was required to prove nothing. If the Tribunal agreed there was no evidence to support the allegations, it must acquit Mr Frame.
- 18.30 Alternatively, by reference to the second limb in Galbraith, in the event that the Tribunal considered that there was *some* evidence to support the allegations, Mr Goodwin submitted it was tenuous and that properly directed the Tribunal could not find the allegation proved. He submitted that if the evidence presented was so poor as to be unsafe, the Tribunal should acquit Mr Frame.
- 18.31 Mr Goodwin referred the Tribunal to the case of Re H (Minors) (Sexual Abuse: Standard of Proof) [1996] AC 563 in which Lord Nicholls stated:

"When assessing the probabilities the court will have in mind as a factor [...] that the more serious the allegation the less likely it is that the event occurred and, hence, the stronger should be the evidence before the court concludes that the allegation is established on the balance of probability. ..."

18.32 The submission of no case to answer rested entirely on the case put forward by the SRA, without consideration of Mr Frame's case. Mr Goodwin stated that the texts from Mr Frame to Mr Penrose were part of a discussion about the repayment of counsel's fees. These texts, and Mr Penrose's statement more generally, made no difference to the conversation between Mr Bull and Mr Frame in early 2018.

The Applicant's Response to the Submission of No Case To Answer

18.33 Mr Scott invited the Tribunal to consider Mr Bull's evidence objectively. His memory during the hearing had not been what might be hoped, and it was submitted that the Tribunal may conclude he had become confused during the hearing. Nevertheless, he had confirmed the truth of the statement which had been prepared and he stuck to most of it under questioning.

18.34 There was no dispute that a conversation had taken place between Mr Frame and Mr Bull around the time alleged. There was no dispute that Mr Frame asked Mr Bull for money, or that it was paid to Mr Frame personally. Further, there was no dispute that Mr Frame did not thereafter pay counsel's fees.

18.35 Mr Bull had stuck to his evidence that he was not asked for a loan and that he made the payment for counsel's fees. Mr Scott acknowledged that Mr Bull had been unclear about who had told him Mr Frame was self-employed, Mr Bull had suggested when questioned that it was someone else at the Firm.

18.36 Mr Scott submitted that, in any event, most of allegation 1 was supported by Mr Frame's own emails to the Firm as set out above. In addition, Mr Frame's text messages to Mr Penrose, set out above, stated that he had "*obtained payment for counsel's fees*" from Mr Bull. Mr Scott submitted there was sufficient evidence to support the second element of allegation 1, even if the Tribunal took the view that the part relating to representations about self-employment could not be made out.

The Tribunal's Decision on the Submission of No Case to Answer

18.37 The Tribunal had close regard to the test set out in Galbraith. Allegation 1.1 rested on alleged representations made by Mr Frame to Mr Bull that he was self-employed. Whilst there had been an evidential basis ahead of the hearing for proceeding on that basis, during the hearing Mr Bull was very clear in his responses during cross-examination that Mr Frame had not, in fact, made this representation at any time.

18.38 There remained the written statement, but this element had been disavowed by Mr Bull in his oral evidence. Accordingly, whilst there was some evidence to support allegation 1.1, the Tribunal concluded that given the disavowal under oath by Mr Bull there was no prospect, even taking the SRA's case at its highest, of the burden of proof on the SRA being discharged. The evidence presented was so tenuous that there was no way in which allegation 1.1 could be found proved. The second limb of Galbraith applied and the Tribunal found that this element of the allegation should be dismissed.

- 18.39 In contrast, the Tribunal found that the evidence presented in support of allegation 1.2 did raise a case to answer. There remained a fundamental dispute of fact between Mr Frame and Mr Bull as to the nature of their conversation. Mr Bull had maintained his position throughout his cross-examination that the payment was made for counsel's fees. Allegation 1.2 rested on Mr Frame receiving a cheque for £6,000 from Mr Bull, paying it into his personal account, and failing thereafter to pay counsel's fees. There was no dispute about these events. The Tribunal also accepted that, on one view, Mr Frame's correspondence with the Firm and his text messages to Mr Penrose may be consistent with and support the case made under allegation 1.2.
- 18.40 Taking the SRA's case at its highest, the Tribunal considered that the evidence presented may support a conclusion that the alleged professional breaches were made out. The Tribunal considered there was a clear case to answer on allegation 1.2.
- 18.41 The Tribunal reached the same conclusion in relation to dishonesty. Taking the SRA's case at its highest, the evidence presented may support the finding that Mr Frame dishonestly paid the funds into his personal bank account and failed to use them for the payment of counsel's fees as indicated to Mr Bull. The Tribunal found there was a case to answer in relation to the aggravating allegation of dishonesty in relation to allegation 1.2.

The Respondent's Response to the Substantive Allegation (including Dishonesty)

- 18.42 Mr Goodwin stated that Mr Frame had consistently denied both elements of allegation 1. In relation to the element which remained, it was said Mr Frame gave a consistent explanation that the money he requested and received from Mr Bull was a loan. The reference to counsel's fees was the initially intended method of repaying the loan on the basis that these were expected to be around £6,000.
- 18.43 Mr Goodwin invited the Tribunal to prefer Mr Frame's evidence to Mr Bull's. He reminded the Tribunal that the burden of proof was on the SRA and that if the matter was 50/50 then the allegation was not proved.
- 18.44 The Tribunal was referred to an email of 1 October 2018 from Mr Frame to the Firm in which he set out his explanation. He had stated that he asked Mr Bull if, given their friendship, he would loan him £6,000 for school fees. He wrote that this had been agreed. Mr Frame stated he had also said to Mr Bull:

"... if ok with you I'd pay Counsel's fees as we had the hearing coming up.

It was at this point the discussion on what Counsel's fees would roughly be which came up. I did say they'd be around £5,000 plus VAT but without the file I cannot say for sure."

- 18.45 Mr Goodwin submitted this was a clear explanation. Mr Frame had also explained in the email that he had attempted to call Mr Bull and had left a message on his home phone and had subsequently received a call from Mr Penrose (to whom Mr Bull had said in evidence he had forwarded his calls). Mr Goodwin submitted that if Mr Frame had made his explanation up, he had done rather well.

- 18.46 Mr Frame stated in his evidence that he had completed work for a cricket club and anticipated receiving payment for it. When this payment was eventually received, in January 2019, this allowed Mr Frame to repay Mr Bull. The email Mr Frame had sent to the cricket club made clear that he was responsible for a debt and was relying on the expected payment.
- 18.47 During the SRA's investigation, Mr Frame set out his position in some detail in a letter of 11 September 2019. He included a copy bank statement showing repayment by BACS transfer to Mr Bull. Mr Goodwin noted that this information was in the possession of the SRA and yet the Rule 12 Statement had repeated the error that repayment was made by cheque even after Mr Frame had pointed this out to them. Mr Bull had accepted when giving evidence that his recollection that he had been repaid by cheque had been incorrect. Mr Goodwin submitted that his evidence generally had been incoherent and was unreliable. There were many inconsistencies, he had suggested that he was not sure if the signature on his statement was his, and Mr Goodwin stated that based on Mr Bull's answers during cross-examination he may not have read his statement before signing it. Mr Goodwin submitted that little, if any, weight could be placed on his written or oral evidence.
- 18.48 Mr Goodwin submitted that Mr Frame's responses were consistent over a four-year period. He referred the Tribunal to the email to the Firm of 1 October 2018 (referred to above), an email to the SRA of 11 August 2020, and Mr Frame's witness statement of 1 July 2022 in support of this submission. Such consistency was submitted to be indicative that he was telling the truth.
- 18.49 Mr Goodwin stated that Mr Frame had not swayed in his account under cross-examination and he contrasted this with the way Mr Bull had given evidence. During cross examination Mr Bull had been referred to a document headed "Attendance Note" and which appeared to be a note taken by Kerry Huggins, of the Firm, of a conversation with Mr Bull on 2 October 2018. The note concerned the payment made to Mr Frame and recorded that Mr Bull did not recall it being a loan and that:
- "he was not actually sure what the money was for but he needs a VAT receipt otherwise he will need to put it through his books as a loan"*.
- 18.50 Mr Bull had said when giving evidence that the note may be fabricated, something the SRA had not suggested. Mr Goodwin stated that this was the first contemporaneous recording of Mr Bull's position on the critical conversation. There was no reference in it to counsel's fees. The emphasis was, instead, on Mr Bull's own need for a VAT receipt.
- 18.51 Mr Goodwin suggested that the Tribunal may conclude, given Mr Bull's evidence, that he was not much involved in the preparation of his witness statement. Mr Goodwin submitted that it appeared that someone at the SRA had imported their understanding into that document and Mr Bull had not checked it carefully.
- 18.52 The Tribunal was referred to a hand-written letter from Mr Bull to the Firm dated 24 September 2018. Mr Goodwin stated that this was Mr Bull's first contact with the Firm following the conversation with Mr Frame. The letter did not mention counsel's fees but again referred to Mr Bull's need for an invoice so that he could reclaim VAT.

- 18.53 The Tribunal was also referred to a letter signed and dated by Mr Bull which was on SRA letter headed paper. It was a covering letter returning his signed witness statement to the SRA. Mr Goodwin submitted that it was odd to see a witness corresponding with the SRA on their own notepaper.
- 18.54 Mr Goodwin stated that the SRA was required to prove every element of the allegation. He submitted that the Tribunal could not be satisfied to the requisite standard that Mr Frame's account was not correct.
- 18.55 Mr Goodwin submitted that borrowing from a client was not in itself problematic if the client is advised to take independent legal advice. On the basis that he had not given this advice, Mr Frame accepted that he had breached Principle 6. Indicative behaviour 3.8, from the Code, stated that borrowing from a client indicated a failure to comply with the Code *unless* the client had obtained independent legal advice.
- 18.56 When assessing allegation 1, and the aggravating allegation of dishonesty, Mr Goodwin invited the Tribunal to keep in mind Mr Frame's subjective knowledge and belief at the relevant time. He had an unblemished disciplinary history and had had no conditions imposed on his practising certificate. It was submitted that Mr Frame would not have done anything to jeopardise his status as a solicitor. The Tribunal should give due weight to the inherent improbability of him doing so. He had given a consistent explanation of his genuinely held belief, and this was particularly relevant for the Tribunal's application of the test for dishonesty set out in Ivey.
- 18.57 When assessing the alleged breach of Principle 2, the Tribunal should apply the test from [100] in Wingate. Solicitors are required to adhere to the ethical standards of the profession. The list of illustrative examples of conduct lacking integrity included in Wingate were submitted to be more serious than Mr Frame's admitted conduct. The Tribunal was entitled to take into account the evidence of his good character and lack of any propensity for such conduct. The Tribunal was referred to three character references in support of this submission.

The Tribunal's Decision

- 18.58 The allegation which remained to be determined was that by receiving a cheque for £6,000 from Mr Bull, personally, and failing to use the funds to pay counsel, Mr Frame's conduct had breached the following Principles and Rule of the SARs:

Principle 2: You must act with integrity

Principle 6: You must behave in a way that maintains the trust the public places in you and in the provision of legal services

Principle 10: You must protect client money and assets

Rule 14.1 Client money must without delay be paid into a client account, and must be held in a client account, except when the rules provide to the contrary (see rules 8, 9, 15, 16, 17 and 19)

- 18.59 The Tribunal reminded itself that the burden of proof was on the SRA, and that it must satisfy the civil standard of proof (establish that it was more likely than not that the alleged events and breaches had occurred). Mr Frame was required to prove nothing.
- 18.60 There were directly incompatible accounts of their conversation put forward by Mr Frame and Mr Bull. That £6,000 had been paid to Mr Frame personally by Mr Bull, at Mr Frame's request, counsel had not been paid from these funds and they had, in due course, been returned to Mr Bull by electronic transfer was not in dispute.
- 18.61 The Tribunal had been referred to an attendance note dated 2 October 2018 taken by Kerry Huggins of the Firm. This was a conversation which appeared to be prompted by Mr Bull's letter to the Firm of 24 September 2018. Both the letter and the attendance note mentioned that Mr Bull was seeking a VAT invoice for the £6,000 he had paid to Mr Frame. Neither made any mention of counsel's fees. These accounts from late 2018 were the closest thing to a contemporaneous account of Mr Bull's understanding. As recorded above, the note included the following:
- “[Mr Bull] does not recall it being a loan and [he] questioned why he would lend his Solicitor money...*
- [Mr Bull] was not actually sure what the money was for but he needs a VAT receipt otherwise he will need to put it through his books as a loan”.*
- 18.62 On the face of the attendance note, Mr Bull's focus was his need for a VAT receipt (as it had been in his earlier letter). He was also recorded as having said that he did not remember the money being a loan.
- 18.63 During his oral evidence Mr Bull had suggested that the attendance note may have been fabricated. He also suggested that the signature on his second witness statement was not his. At different times during his evidence Mr Bull had said both that he had read and had not read his witness statement before signing it. It appeared that he had not read it closely and departed from the account set out on several occasions to a significant degree. The Tribunal considered that Mr Bull was seeking to assist the Tribunal and gave truthful evidence. However, the Tribunal considered that the reliability of the account he gave was undermined by the seemingly far-fetched suggestions of fabrications and by oral evidence which differed markedly from his earlier written evidence. The Tribunal noted that in his evidence Mr Bull said he had previously loaned money to another contact. That he had seemingly told the Firm in October 2018 that he was not sure what the money was provided for inevitably undermined the credibility of his later insistence that it was not a loan and was for the payment of counsel.
- 18.64 On the available evidence, the Tribunal preferred the account of the conversation put forward by Mr Frame. When giving evidence his answers were direct and relevant and included various concessions. The Tribunal considered that his account had developed over time rather than changed fundamentally. He mentioned the money being a loan in his email to the Firm of 1 October 2018, and his account had not altered since. Mr Frame had an otherwise unblemished regulatory history and the Tribunal accepted this was a factor which weighed in the assessment of the

probability of the alleged events having occurred. The Tribunal considered that it may be understandable that he had not set out his account more fully in his initial exchanges with the Firm given his description of the attitude of his manager when he had resigned.

- 18.65 There was a paucity of corroborating evidence for either account of the conversation. However, the burden of proof was on the SRA, and the main witness evidence relied upon by the SRA was unreliable for the reasons set out above. The Tribunal did not consider that Mr Frame's references to the money having been obtained for counsel's fees, in his email to the Firm in September 2018 and his text message to Mr Penrose in September 2019, were sufficient to establish that it was more likely than not that Mr Bull's account of the conversation was accurate. Mr Frame's evidence was credible and consistent over an extended period of time. The Tribunal accepted that it was more likely than not that the account of the conversation put forward by Mr Frame was accurate. The Tribunal found that Mr Frame had requested a loan of £6,000 and that Mr Bull agreed. The Tribunal accepted Mr Frame's account that the conversation included a reference to counsel's fees being paid by way of repayment, but not when repayment would be made.
- 18.66 The factual underpinnings of allegation 1.2 were never disputed. The Tribunal considered that Mr Frame exhibited bad judgment in asking for the loan but found that he received the money pursuant to a verbal agreement with Mr Bull. The Tribunal accepted Mr Frame's evidence that after having received the money he had a further conversation with Mr Bull in which Mr Bull requested that an invoice be provided, which was a prominent theme when Mr Bull contacted the Firm later in 2018 as set out above. The Tribunal also accepted that Mr Frame had told Mr Bull he was unable to provide an invoice as Mr Bull was not his client but the Firm's. The Tribunal also accepted Mr Frame's evidence that from this point he resolved to pay Mr Bull back rather than pay counsel's fees. The Tribunal also accepted the evidence that receipt of an anticipated payment for work he had undertaken was delayed and that this had delayed his repayment of Mr Bull.
- 18.67 The Tribunal found that in light of the above findings, the allegations that Mr Frame had breached Principles 2, 6 and 10, and SAR rule 14.1, failed. However ill-advised it was, Mr Frame had asked for and received a loan from his client's father. The Tribunal accepted Mr Goodwin's submission that there was no absolute prohibition on such a loan; there were, however, strict safeguards and conditions which applied. Mr Frame's failure to advise, and ensure, that Mr Bull obtained independent legal advice is addressed below under allegation 3. Given that the money received was a loan received in a personal capacity, the Tribunal did not find that it constituted "client money" as defined in the SARs. That the intended repayment mechanism was settling counsel's fees did not bring it within that definition. As the money was not client money, but money owed as a personal debt, the obligation under Rule 14.1 of the SARs to pay it into a client account without delay did not apply.
- 18.68 Similarly, having found the money was received as a loan and that repayment by way of paying counsel's fees was the initial intention rather than the reason for the payment, the Tribunal found there was no failure to protect client money as required by Principle 10. The loan had been repaid. In light of the above findings, the alleged breaches of Principles 2 and 6 were also not proved. The shortcomings of the conduct

are addressed below under allegation 3, but having found the foundation of the allegation, that Mr Frame had requested the payment for counsel's fees, to be not proved, the alleged misconduct based upon it was also not proved.

The Tribunal's Findings on the allegation of Dishonesty

18.69 The Tribunal applied the two stage Ivey test:

- firstly, the Tribunal established the actual state of Mr Frame'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.

18.70 As set out above, the Tribunal found that Mr Frame genuinely considered that Mr Bull had agreed to make a loan of £6,000 to him and that paying counsel's fees was the initially intended means of repayment. Mr Frame genuinely believed that direct repayment to Mr Bull was also consistent with the agreement reached. Whilst ordinary decent people may have concerns about the informality of the arrangement, the lack of insistence that independent legal advice be obtained, and the delay in repayment, the Tribunal was found that his conduct would not be regarded as dishonest.

19. **Allegation 3: On or around 27 January 2018, Mr Frame borrowed £6,000 from Mr Bull and failed to pay counsel's fees. In doing so he placed himself in a position of own-interest conflict and breached any or both of Principles 2 and 6 of the Principles and failed to achieve Outcome 3.4 of the Code.**

Allegation 3 was pleaded as an alternative to allegation 1 to be relied upon in the event that the Tribunal did not accept the SRA's primary case.

The Applicant's Case

19.1 This allegation relied upon the factual matrix as set out in relation to allegation 1, save that this alternative allegation was relied upon in the event that the Tribunal accepted Mr Frame's account of the conversation with Mr Bull and that he had requested and received the £6,000 as a loan.

19.2 It was alleged that by (on his own case) asking for and accepting a loan from Mr Bull, the father of a client who had agreed to pay counsel's fees for that client, Mr Frame put himself in a position of own-interest conflict with his client and her father. It was alleged that he failed to achieve Outcome 3.4 of the Code which makes it clear that a solicitor should not act if there is an own interest conflict or significant risk of one. Indicative Behaviour 3.8 of the Code states that lending or borrowing from a client may tend to show that a solicitor has not achieved the required outcomes.

- 19.3 It was further alleged that Mr Frame had failed to act with integrity and so breached Principle 2. It was submitted that a solicitor acting with integrity would either not have asked Mr Bull for a loan, or, if he did ask, would have advised him to seek independent advice. Further, having accepted the loan, he would then have paid counsel's fees and accounted to Mr Bull for any difference. It was alleged, on the same basis, that he had failed to act in a way which maintained the trust placed by the public in solicitors and so breached Principle 6 of the Principles.

The Respondent's Submission of No Case to Answer

- 19.4 Mr Goodwin relied upon the submissions made in relation to allegation 1 as set out above.
- 19.5 Mr Goodwin said, by reference to Mr Frame's Answer, that Mr Frame had always accepted that he had made an error of judgment. He had admitted breaches of Principle 6 and Outcome 3.4 of the Code in relation to allegation 3. However, this allegation was pleaded on the basis that Mr Frame had borrowed the money from Mr Bull *and* failed to pay counsel's fees. Mr Frame's position was that the payment of counsel was initially discussed as the way in which he would repay the money loaned. His concessions were made on the basis that he acknowledged he should have advised Mr Bull to seek independent legal advice. However, as pleaded, allegation 3 was denied and the Tribunal was invited to dismiss it. There was nothing improper in itself in a loan from a client to a solicitor; it was the circumstances of this case which prompted the concessions made by Mr Frame.

The Applicant's Response to the Submission of No Case to Answer

- 19.6 This allegation applied in the event that the Tribunal accepted Mr Frame's case that the £6,000 was paid to him as a loan. The SRA's position was that this created an 'own interest' conflict and that Mr Frame's conduct, on his own case, breached the pleaded Principles and Outcome of the Code. It was submitted that asking for a loan from a client but failing to advise that independent advice be taken was conduct lacking integrity. Mr Scott submitted that Mr Frame's evidence on this should be tested.

The Tribunal's Decision on the submission of No Case To Answer

- 19.7 The Tribunal again had close regard to and applied the test set out in Galbraith. The SRA's case in this allegation, which was pleaded in the alternative, was based on the Tribunal finding that the money from Mr Bull was a loan.
- 19.8 As recorded above, there was no dispute that £6,000 was paid from the father of a client to Mr Frame personally. The obligations on solicitors when there is an own interest conflict or where funds are borrowed from a client are clear. There is no absolute prohibition, but great care must be taken. The Tribunal found that the SRA had established a clear case to answer. The unchallenged events raised the possibility that taking the SRA's case at its highest the allegations may be proved. The Tribunal determined that a case to answer had been established for allegation 1.3.

The Respondent's Response to the Substantive Allegation

19.9 Mr Frame's Answer stated that he:

"... has consistently explained that the £6,000.00 was a loan from [Mr Bull] and that in failing to advise [Mr Bull] to seek independent legal advice, he placed himself in an own-interest conflict and, in so doing, acted contrary to Principle 6 of the SRA Principles 2011 and outcome 3.4 of the SRA Code of Conduct 2011."

19.10 The alleged breach of Principle 2 was denied. It was submitted that:

"In so far as it is alleged that the Respondent acted contrary to Principle 2 (lack of integrity), to the extent an error of judgement occurred, as a consequence of the [Mr Frame's] genuine and inadvertent failure to advise [Mr Bull] to seek independent legal advice prior to the loan, such does not, in and of itself, amount to a breach of Principle 2."

19.11 Mr Frame relied upon the evidence and submissions set out above under allegations 1.1 and 1.2 and the submission of no case to answer in relation to allegation 3.

19.12 As noted above, Mr Goodwin submitted that the SRA had not pleaded that the failure to advise Mr Bull to obtain independent legal advice on the loan was itself conduct lacking integrity.

The Tribunal's Decision

19.13 The Tribunal was satisfied that the reference to Outcome 3.4 was sufficient to indicate that the failure to advise to take independent legal advice was alleged. Outcome 3.4 states:

"You do not act if there is an own interest conflict or a significant risk of an own interest conflict".

19.14 Mr Frame admitted that he failed to advise Person A to take independent legal advice. He admitted that this failure, having agreed a loan from a client, placed him in an own-interest situation (in which his own financial interests and those of his client conflicted). He admitted that his actions breached Principle 6 of the Principles and Outcome 3.4 of the Code. The Tribunal found the admissions to be properly made and found those breaches proved to the requisite standard.

19.15 The alleged breach of Principle 2, the requirement to act with integrity, was denied.

19.16 The Tribunal had found, as set out in relation to allegation 1 above, that Mr Frame had agreed to borrow £6,000 from Mr Bull. The Tribunal had found that he had initially stated that repayment would be by paying counsel's fee, but that this changed when Mr Bull had asked for an invoice that Mr Frame was unable to provide.

19.17 The Tribunal had regard to the test for conduct lacking integrity in Wingate. As set out above, acting with integrity requires that solicitors adhere to the ethical standards of the profession [100]. The Tribunal had particular regard to [101] of Wingate in which various examples of conduct lacking integrity were set out. The Tribunal considered the third example to be relevant:

“Subordinating the interests of the clients to the solicitors’ own financial interests”.

19.18 Mr Frame had initially agreed to pay counsel’s fees by way of repayment of the loan from Mr Bull. The Tribunal had accepted Mr Frame’s account of their conversation and on his own case he had asked for a loan of £5,000 for school fees and the £6,000 figure had been arrived at as he had indicated that counsel’s fees were likely to be around £5,000 plus VAT. On Mr Frame’s own account, it was in response to this that Mr Bull had said that he would send a cheque for £6,000. Mr Frame’s evidence was that it was not he who had requested the higher sum, but that Mr Bull had paid this as it was the anticipated amount of counsel’s fee including VAT. That the VAT element was significant to Mr Bull was something which had been consistent in his correspondence with the Firm and his later statements prepared for the Tribunal proceedings.

19.19 The money was sent to Mr Frame by cheque at the end of January 2018. It was repaid in January 2019 by electronic transfer. There was no interest paid on the loan. Counsel’s fees were not paid. The Tribunal had accepted Mr Frame’s evidence that he had resolved to repay Mr Bull directly rather than by paying counsel’s fees when, after providing the loan, Mr Bull had subsequently requested an invoice.

19.20 The Tribunal considered that asking his former client, and the father of his current client, for a loan tested the ethical standards of the profession. The acknowledged failure to ensure that independent legal advice was taken tested those standards further. Mr Frame had admitted that this failure did not maintain the trust placed in him and in the provision of legal services by the public.

19.21 The Tribunal had accepted Mr Frame’s evidence that, based on an anticipated payment from the cricket club for whom he had completed work, he envisaged making repayment in March 2018. However, repayment was not made until a year after the loan was made, with no interest being paid. It was clear from the evidence presented to the Tribunal that Mr Bull was not kept closely informed and his consent was not sought for the delays to the repayment. Whatever unfortunate circumstances caused these delays from Mr Frame’s perspective, they were not of Mr Bull’s making and they were not in his interest. The Tribunal found that in allowing the position to ‘drift’ to the extent it did, without very clear evidenced efforts to keep Mr Bull informed and to ensure he was content with the delays, Mr Frame had subordinated Mr Bull’s interests to his own financial interests.

19.22 Having regard to the test in Wingate, the Tribunal found that the failure to advise Mr Bull to take independent legal advice, compounded by a failure to pay counsel as originally envisaged and agreed, or to make direct repayment within a reasonable timeframe, or to keep Mr Bull informed and ensure he was content with the delays, amounted to a failure to act with integrity in this matter. His conduct on this matter

fell below the ethical standards required of solicitors. The alleged breach of Principle 2 was proved to the requisite standard.

Previous Disciplinary Matters

20. There were no previous disciplinary findings.

Mitigation

21. Mr Frame apologised for his error of judgement. Mr Goodwin outlined various points in mitigation.
22. Mr Frame had consistently accepted his failure to advise Mr Bull to seek independent advice. Dishonesty had not been found, and it was submitted that the case had a totally different complexion as a result. The SRA's investigation was conducted in September and October of 2018 and this matter had hung over Mr Frame for some time with considerable personal impact.
23. Mr Frame had been unable to return to Australia to see a close relative before their death in January 2022 due to a lack of funds. It was hoped the Tribunal's decision presented an opportunity to rebuild his personal and professional life.
24. His current employer, Fosters Solicitors, had provided a glowing testimonial. It was submitted that Mr Frame had much to offer the profession, the public and clients. Mr Goodwin submitted there was no need to interfere with his right to practise, and reminded the Tribunal that they should begin with the least serious potential sanction and work up only as far as required to reach the appropriate sanction. He submitted that none of the aggravating factors set out in the Tribunal's Sanctions Guidance document were present. In contrast, by reference to the list of illustrative mitigating factors, Mr Frame had cooperated fully with the investigation and hearing and there was nothing to his detriment in regulatory terms since these events.
25. Mr Goodwin invited the Tribunal to consider imposing a Reprimand. Paragraph [24] of the Sanctions Guidance stated that this may be appropriate where:
- the error was a single episode;
 - there had been no harm (he noted here the loan had been repaid);
 - there was a low likelihood of future misconduct of a similar nature; and
 - there was evidence of genuine insight.
26. Mr Goodwin also submitted that had the SRA only alleged those matters found proved, the case may have been capable of resolution by the SRA either by way of a rebuke or a fine of up to £2,000.
27. It was submitted that no restrictions on practise were required. Any such restrictions must be targeted at the risk of harm which it was submitted was absent. The fact that the SRA had not imposed conditions on Mr Frame's practising certificate was submitted to support this contention.

28. Mr Goodwin invited the Tribunal to impose the lowest possible fair and proportionate sanction which he submitted would be a reprimand.
29. Mr Goodwin stated that Mr Frame did not seek to recover costs from the SRA despite his success. The Tribunal was, however, invited to take his means into account when considering the SRA's application for costs and to reduce any costs awarded to reflect Mr Frame's success.

Sanction

30. The Tribunal referred to its Guidance Note on Sanctions (10th Edition/June 2022) when considering sanction. The Tribunal assessed the seriousness of the misconduct by considering the level of Mr Frame's culpability and the harm caused, together with any aggravating or mitigating factors.
31. In assessing culpability, the Tribunal found the motivation for Mr Frame's misconduct was financial; he sought a means of managing acute cashflow difficulties. The request for the loan was deliberate. It followed the leaving of a message and could not be described as spontaneous. Mr Frame had direct control over the circumstances of his conduct. The suggestion was his, and he had complete control over his actions, or lack of them, after having received the loan. He was an experienced solicitor. He did not mislead the regulator. His culpability was high.
32. The Tribunal then turned to assess harm. Mr Bull had been denied the use of the funds for around a year which was a significant direct harm. There was inevitably harm caused to the reputation of the profession by a solicitor requesting a loan from a client, failing to comply with the mandatory safeguards, and failing to repay the money for an extended period of time. The professional harm was foreseeable, although the Tribunal accepted that at the point of the loan Mr Frame had genuinely intended to repay it promptly, initially by way of paying counsel's fees and then directly to Mr Bull.
33. The only aggravating factors from the illustrative list set out in [20] of the Sanctions Guidance present were that the conduct was deliberate and that Mr Frame ought to have known that it was in breach of his obligations to protect the public and the reputation of the legal profession.
34. In mitigation, Mr Frame had no previous disciplinary record. The conduct was a single incident. Whilst it ultimately extended over a significant period of time, it related to one loan from one client. The Tribunal accepted that Mr Frame demonstrated genuine insight into his conduct and remorse, and he cooperated with the SRA and the Tribunal.
35. The Tribunal had regard to the Sanctions Guidance and to assess the appropriate sanction began with No Order and worked up in terms of seriousness until a fair and proportionate sanction was reached. The Tribunal had found that Mr Frame's conduct in failing to advise Mr Bull to seek independent legal advice when agreeing a loan from him, exacerbated by the events which followed, was conduct lacking integrity and which failed to maintain public trust. The Outcome which had been breached, relating to acting when there was an own-interest conflict with a client, was a

significant one which related to a fundamental element of client protection. The seriousness of the misconduct found proved was such that, despite the mitigating factors present, No Order or a Reprimand were not sufficient to reflect the conduct itself or to protect the reputation of the legal profession.

36. The Tribunal considered that a fine was the appropriate sanction. The Tribunal did not consider suspension or strike off to be a proportionate, necessary or appropriate sanction in the circumstances of this case. The misconduct was serious and this seriousness together with the protection of the reputation of the profession required that a significant fine be imposed. The Tribunal considered that in all of the circumstances, including the mitigation summarised above, a fine of £8,000 (towards the bottom of Level 3 in the indicative bands contained within the Guidance Note on Sanctions) was appropriate.
37. Mr Frame had put forward a signed statement of means. The Tribunal accepted that it was obliged to take his means into account. The Tribunal was also required to have regard to Mr Frame's means when assessing costs. The Tribunal accepted that it should not order him to pay more than he could realistically pay, whether by way of a fine or costs or both combined. In view of the statement of means, the Tribunal applied an 80% reduction due to means to the fine of £8,000 and determined that a fine of £2,000 should be imposed on Mr Frame.

Costs

38. Mr Scott applied for the SRA's costs of £23,550 which were set out in a schedule dated 26 August 2022. He submitted the case had been reasonably brought given the evidence available including that of Mr Bull. Even on the one allegation found proved, the breach of Principle 2 had been denied and it was submitted that that matter alone require necessitated a hearing. Mr Scott submitted that the additional costs attributable to the allegations found not proved were minimal. The same evidence would have been required solely in relation to the allegation found proved. It was submitted that the costs were reasonable.
39. In reply, Mr Goodwin submitted that the hearing had focused on allegations 1.1 and 1.2 which had been found not proved. He stated that the evidence had focused on those allegations. He submitted that the SRA had been in possession of material which could have been used to challenge the cogency of Mr Bull's evidence, which was described as a shambles from start to finish. Mr Goodwin invited the Tribunal to take Mr Frame's financial circumstances into account and also reflect the success he had had in defeating the most serious allegations brought.
40. The Tribunal assessed the costs for the hearing. The Tribunal had heard the case and considered all the evidence. The Tribunal considered that the case was properly brought. On the face of the witness evidence available the conduct appeared very serious, and the proceedings were properly brought and pursued. Had only the successful allegations been brought, the Tribunal considered there would have been a time saving in terms of preparation and hearing time. Two out of the three allegations had been found not proved, including the most serious allegation of dishonesty. Mr Frame had made early, albeit partial, admissions. Nevertheless, the misconduct proved was serious as set out above. The Tribunal accepted the submission that some

reduction to reflect the extent of Mr Frame's successful defence was fair and appropriate.

41. The Tribunal considered that the SRA's own costs of £1,350 were reasonable but the costs of £18,500 (plus VAT) claimed by Capsticks were excessive. The subject matter of the case was not complex; the case turned on two accounts of one conversation. The case was not document heavy and whilst there were several statements, they were straightforward and not lengthy. The total hours recorded on the schedule of costs (including the anticipated three-day substantive hearing) was 175. This equated to around 30 days of uninterrupted work on the case which the Tribunal considered to be excessive. The Tribunal considered, based on the documentation and complexity of the matter, and their experience of comparable cases, that around half of that figure was appropriate and proportionate.
42. Applying a reduction to reflect the allegations which had failed and the degree to which the costs were considered excessive, the Tribunal determined that costs of £10,350 (including VAT) were reasonable and proportionate.
43. The Tribunal had carefully reviewed Mr Frame's statement of means as described above. The Tribunal accepted that it should not order him to pay more than he could realistically pay in a costs award, although the ability to pay instalments over an extended period was a relevant factor. A fine of £2,000 had been imposed. Taking account of the information about his financial means, the Tribunal considered that a reduction should also be applied to the costs which would otherwise be awarded. The Tribunal reduced the assessed costs of £10,350 to £5,000 accordingly. This figure, together with the fine imposed, would result in a repayment period of around 3 years at the proposed rate of repayment which the Tribunal considered was realistic and reasonable. The Tribunal determined that Mr Frame should pay the SRA's costs in the sum of £5,000.

Statement of Full Order

44. The Tribunal ORDERED that the Respondent, DOUGLAS GLYN CHARLES FRAME, solicitor, do pay a fine of £2,000, such penalty to be forfeit to His Majesty the King, and it further Ordered that he do pay the costs of and incidental to this application and enquiry fixed in the sum of £5,000.

Dated this 9th day of December 2022.

On behalf of the Tribunal



T Cullen
Chair

JUDGMENT FILED WITH THE LAW SOCIETY
9 DEC 2022