

SOLICITORS DISCIPLINARY TRIBUNAL

IN THE MATTER OF THE SOLICITORS ACT 1974

Case No. 12450-2023

BETWEEN:

SOLICITORS REGULATION AUTHORITY LTD.

Applicant

and

ANDREW JOHN CHATTERTON

Respondent

Before:

Ms A E Banks (in the chair)

Mr J Abramson

Dr S Bown

Date of Hearing: 30 June 2023

Appearances

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

JUDGMENT ON AN AGREED OUTCOME

Allegations

1. The allegations against Mr Chatterton, made by the SRA were that, while in practice as a Solicitor at Foys Solicitors (“the Firm”):
 - 1.1 Between July 2015 and May 2016, Client B, who was the attorney for Client A under a lasting power of attorney for property and financial affairs, instructed the Respondent to act in the purchase of four properties. Client B instructed the Respondent to use £614,899.00 of Client A’s funds to purchase the four properties and register the four properties with Clients A and B as tenants in common resulting in Client A suffering a financial loss of £307,449.50. The Respondent did not consider the issues arising from Client B instructing the Respondent to give him half of Client A’s properties.

By causing and/or allowing Client A to suffer a financial loss of £307,449.50 in those circumstances, the Respondent: (i) breached Principles 4, 5, 6 and 10 of the SRA Principles 2011 (“the Principles”) (ii) failed to achieve outcome 1.2 of the SRA Code of Conduct 2011 (“the Code”).
 - 1.2 Between April 2016 and May 2016, Client C, who was the attorney for Client A under a lasting power of attorney for property and financial affairs, instructed the Respondent to act in the purchase of a property by Client C who was the attorney for Client A, the donor, on a lasting power of attorney for property and financial affairs. Client C instructed the Respondent to use £155,000.00 of Client A’s funds to purchase the property and register the property with Client C and Client A as tenants in common resulting in Client A suffering a financial loss of £77,500.00. The Respondent did not consider the issues arising from Client C instructing the Respondent to give her half of Client A’s property. By causing and/or allowing Client A to suffer a financial loss of £77,500.00 in those circumstances, the Respondent: (i) breached Principles 4, 5, 6 and 10 of the Principles (ii) failed to achieve outcome 1.2 of the Code.
 - 1.3 Between July 2015 and May 2016, the Respondent acted for Clients A, B, and C in circumstances where there was a conflict of interest resulting in Client A suffering a financial loss of £384,949.50. By acting in a conflict of interest that had a significant detrimental impact on Client A, the Respondent: (i) breached Principles 4, 5, 6 and 10 of the Principles (ii) failed to achieve outcome 3.5 of the Code.
2. Mr Chatterton admitted all the allegations.

Documents

3. The Tribunal had before it the following documents:-
 - Rule 12 Statement and Exhibit JSB1 dated 22 March 2023
 - Respondent's Answer dated 9 May 2023
 - Agreed Statement of Facts and Outcome dated 20 June 2023

Background

4. Mr Chatterton was admitted to the Roll in December 1981. He practised from the Firm’s Doncaster office in business and personal law. Mr Chatterton had not applied

to renew his practising certificate since retiring from the Firm on 30 September 2021. His name remained on the Roll of Solicitors.

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 Chatterton in accordance with the Agreed Statement of Facts and Outcome annexed to this Judgment. The parties submitted that the outcome proposed was consistent with the Tribunal's Guidance Note on Sanctions.

Findings of Fact and Law

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 Chatterton's rights to a fair trial and to respect for their 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 Chatterton's admissions were properly made.
8. The Tribunal considered the Guidance Note on Sanction (10th Edition/June 2022). In doing so the Tribunal assessed the culpability and harm identified together with the aggravating and mitigating factors that existed. The Tribunal found Mr Chatterton failed to recognise the matters that evidenced that there was a conflict/significant risk of a conflict. The risk of harm to Client A was also significant, particularly in circumstances where Client A was vulnerable. The Tribunal determined that the nature and seriousness of Mr Chatterton's conduct was such that sanctions of No Order or a Reprimand were disproportionate in that they did not adequately reflect the seriousness of the misconduct. The Tribunal considered that a financial penalty that fell within its Indicative Fine Band Level 4 (conduct assessed as very serious) adequately reflected the seriousness of the misconduct having regard to the conduct, aggravating and mitigating features. Accordingly, the Tribunal approved the parties' proposed sanction of a fine in the sum of £20,000.

Costs

9. The parties agreed costs in the sum of £4,496.00. The Tribunal determined that the agreed costs were reasonable and proportionate. Accordingly, the Tribunal ordered that Mr Chatterton pay costs in the agreed sum.

Statement of Full Order

10. The Tribunal Ordered that the Respondent, ANDREW JOHN CHATTERTON solicitor, do pay a fine of £20,000.00, 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 £4,496.00.

Dated this 26th day of July 2023
On behalf of the Tribunal

J Abramson

J Abramson, Solicitor Member
On behalf of A E Banks, Chair

JUDGMENT FILED WITH THE LAW SOCIETY
26 JUL 2023

BEFORE THE SOLICITORS DISCIPLINARY TRIBUNAL

Case No: 12450-2023

IN THE MATTER OF THE SOLICITORS ACT 1974 (as amended)

AND IN THE MATTER OF:

SOLICITORS REGULATION AUTHORITY LIMITED

Applicant

and

ANDREW JOHN CHATTERTON

(SRA ID: 83052)

Respondent

AGREED STATEMENT OF FACTS AND OUTCOME

Introduction

1. By a statement made by Joshua Stephen Bold on behalf of the Solicitors Regulation Authority (the SRA) pursuant to Rule 12 of the Solicitors (Disciplinary Proceedings) Rules 2019 dated 22 March 2023 (the Rule 12 Statement), the SRA brings proceedings before the Tribunal making allegations of misconduct against the Respondent.
2. Definitions and abbreviations used herein are those set out in the Rule 12 Statement.

Admissions

3. The Respondent admits all the allegations made against him in the Rule 12 Statement. Adopting the numbering used in the Rule 12 Statement, those allegations are that whilst in practice as a Solicitor at Foy's Solicitors (the Firm):

- 3.1 Between July 2015 and May 2016, Client B, who was the attorney for Client A under a lasting power of attorney for property and financial affairs, instructed the Respondent to act in the purchase of four properties. Client B instructed the Respondent to use £614,899.00 of Client A's funds to purchase the four

properties and register the four properties with Clients A and B as tenants in common resulting in Client A suffering a financial loss of £307,449.50. The Respondent did not consider the issues arising from Client B instructing the Respondent to give him half of Client A's properties.

By causing and/or allowing Client A to suffer a financial loss of £307,449.50 in those circumstances, the Respondent:

- (i) breached Principles 4, 5, 6 and 10 of the SRA Principles 2011
- (ii) failed to achieve outcome 1.2 of the SRA Code of Conduct 2011

3.2 Between April 2016 and May 2016, Client C, who was the attorney for Client A under a lasting power of attorney for property and financial affairs, instructed the Respondent to act in the purchase of a property by Client C who was the attorney for Client A, the donor, on a lasting power of attorney for property and financial affairs. Client C instructed the Respondent to use £155,000.00 of Client A's funds to purchase the property and register the property with Client C and Client A as tenants in common resulting in Client A suffering a financial loss of £77,500.00. The Respondent did not consider the issues arising from Client C instructing the Respondent to give her half of Client A's property.

By causing and/or allowing Client A to suffer a financial loss of £77,500.00 in those circumstances, the Respondent:

- (i) breached Principles 4, 5, 6 and 10 of the SRA Principles 2011
- (ii) failed to achieve outcome 1.2 of the SRA Code of Conduct 2011

3.3 Between July 2015 and May 2016, the Respondent acted for Clients A, B, and C in circumstances where there was a conflict of interest resulting in Client A suffering a financial loss of £384,949.50.

By acting in a conflict of interest that had a significant detrimental impact on Client A, the Respondent:

- (i) breached Principles 4, 5, 6 and 10 of the SRA Principles 2011
- (ii) failed to achieve outcome 3.5 of the SRA Code of Conduct 2011

Agreed Facts

Professional Details

4. The Respondent, who was born [REDACTED] January 1954, is a solicitor having been admitted to the Roll on 15 December 1981. He was one of seven partners in the Firm, and one of four partners based in the Firm's Doncaster office, where he practised in business and personal law.

5. The Respondent does not hold a practising certificate for the current practising year. It was not renewed when the Respondent left and retired from the Firm on 30 September 2021. He remains on the Roll.

Background

6. The conduct in this matter came to the attention of the SRA when the Deputy and Legal Ombudsman (LeO) reported it to the SRA on 9 July 2020. LeO told the SRA that from its own investigation it had identified conduct which it was of the opinion should be reported to the SRA to consider whether any regulatory action should be taken.
7. The alleged conduct occurred between approximately July 2015 and May 2016. Daniel Lumb of Stonegate Legal, who became Client A's attorney (as set out at paragraphs 8.7 to 8.10 below), set out details of Client A's complaint to the Firm in a letter dated 5 September 2019 headed as a 'Formal Complaint' at **44 to 48** of exhibit JSB1. RPC (who acted for the Firm) in relation to Stonegate Legal's complaint produced a letter to LeO dated 29 June 2020 at 1 to 5 of JSB1 which provides the backdrop to the issues that form allegations 1.1 to 1.3 above.
8. In summary,
 - 8.1. On 20 May 2015, Client A signed a general power of attorney (GPA) appointing Client B as her attorney **79 – 80**.
 - 8.2. On 8 June 2015, Client A signed a lasting power of attorney (LPA) for property and financial affairs on 8 June 2015 appointing Client B and Client C as her attorneys. There were two certificate providers; one was a solicitor, and the other was a consultant psychiatrist specialising in old age psychiatry **24 – 36**.
 - 8.3. On 2 August 2015, Client A's LPA for property and financial affairs was registered by the Office of the Public Guardian (OPG) and Client A certified a copy of it on 31 August 2015 **84 – 98**.
 - 8.4. Client B instructed the Respondent to purchase four properties using Client A's funds from the sale of Client A's property in London and to register the four

properties as tenants in common between Client A and Client B: Property A, **75 – 256** Property B, **257 – 441** Property C **442 – 604** and Property D **605 – 752**. All four instructions were after Client A had signed the LPA, and the last three after the registration of the LPA.

8.5. Client B told the Respondent that Client A was in a care home in London and the Respondent should use proceeds of the sale of Client A's property in London to buy rental properties in Doncaster, with the rental income then being used to pay for Client A's care home fees **16 – 23**. The Respondent made no checks with Client A as to her wishes which led to the following events.

8.5.1. On 13 July 2015, Client B instructed the Respondent in relation to the purchase of the first of the four properties, Property A, using £120,000.00 of Client A's funds and to register the property as tenants in common between Client A and B. The purchase of Property A was completed on 27 October 2015. This property was sold in June 2017 and half the proceeds went to Client B **14**.

8.5.2. On 24 August 2015, Client B instructed the Respondent in relation to the purchase of the second of the four properties, Property B, using £119,999.00 of Client A's funds and to register the property as tenants in common between Client A and B. The purchase of Property B was completed on 21 December 2015.

8.5.3. On 20 October 2015, Client B instructed the Respondent in relation to the purchase of the third of the four properties, Property C, using £189,950.00 of Client A's funds and to register the property as tenants in common between Client A and B. The purchase of Property C was completed on 11 February 2016.

8.5.4. On 5 February 2016, Client B instructed the Respondent in relation to the purchase of the fourth of the four properties, Property D, using £184,950.00 of Client A's funds and to register the property as tenants in common between Client A and Client B. The purchase of Property D was completed on 5 May 2016.

- 8.6. On 15 April 2016, Client C instructed the Respondent in relation to the purchase of one property, Property E, using £155,000.00 of Client A's funds and to register the property as tenants in common between Client A and Client C. The purchase of the property was completed on 13 May 2016 **753 – 884**. Further, Client B owned Property E, and he instructed a different fee earner at the Firm in relation to his sale of the property. Therefore, Clients A and C were buying a property from Client B.
- 8.7. At an unknown date, the OPG received an anonymous note in relation to Clients B and C living beyond their apparent means. The OPG investigated and issued Court of Protection proceedings against Clients B and C.
- 8.8. On 21 January 2019, the Court removed Clients B and C from their attorneyships and appointed Mr Daniel Lumb of Stonegate Legal as an interim deputy in relation to the management of Client A's property and financial affairs following the removal of Clients B and C as attorneys for Client A. **901**
- 8.9. On 22 August 2019, Mr Lumb was subsequently appointed as the permanent deputy for the property and financial affairs of Client A and Stonegate Legal issued a formal complaint to the Firm about the Respondent on 5 September 2019 **44 – 48**.
- 8.10. Between 11 December 2019 and 2 April 2020 there was correspondence between RPC, who was instructed by the Firm to act on its behalf, and Stonegate Legal following the complaint from Stonegate Legal **6 – 15**.
9. On 9 July 2020, the SRA received a report from LeO. The allegations against the Respondent arise out of the formal complaint made by Stonegate Legal and the Respondent's conduct on the above-mentioned property transactions.
10. On 8 October 2020, the SRA contacted the Firm and the Respondent telling them of the concerns, and RPC responded on 6 November 2020 **16 – 74**. RPC also provided the client files of the purchase of the five properties.
11. No steps were taken by Stonegate Legal to pursue recovery of the properties or their value from Clients B and C. Client A died on 28 October 2020. Clients B and C were the beneficiaries under her will.

The allegations

Allegation 1.1 – Between July 2015 and May 2016, Client B, who was the attorney for Client A under a lasting power of attorney for property and financial affairs, instructed the Respondent to act in the purchase of four properties. Client B instructed the Respondent to use £614,899.00 of Client A’s funds to purchase the four properties and register the four properties with Clients A and B as tenants in common resulting in Client A suffering a financial loss of £307,449.50. The Respondent did not consider the issues arising from Client B instructing the Respondent to give him half of Client A’s properties.

12. Between July 2015 and May 2016 Client B instructed the Respondent to purchase four properties using Client A’s funds and to register the four properties as tenants in common between Client A and Client B: Property A, **75 – 256** Property B, **257 – 441** Property C **442 – 604** and Property D **605 – 752**.
13. Client B approached the Respondent on the basis that the four properties were being purchased to generate rental income to pay Client A’s care fees. Client B presented a valid GPA and LPA as well **1 – 2**.
14. The Respondent accepted those instructions and the existence of the LPA in favour of Client B as sufficient to proceed. He made no further checks or inquiries into the validity of those instructions. He also did not consider how appropriate it was that Client B, the attorney for Client A, was giving instructions that resulted in Client A giving half of her interest in the property to Client B, and the obvious conflict from that.
15. The Respondent’s position is summarised at **17** in a letter to the SRA from RPC *“[the Respondent] did not understand the transactions comprised gifts from [Client A] to each of [Client B and C] and accordingly did not spot any signs alerting him to the misuse of their powers. [The Respondent] has reviewed the transactions and accepts that there were signs that might have alerted him to the potential conflict. Since these transactions he has taken the steps set out in section 4 below to review what went wrong and ensure that it cannot occur again.”* This underlines the importance of checking Client A’s wishes from the outset (see paragraph 8.5), the risk and significant risk of a client conflict was heightened and evident throughout each transaction by the absence of any contact with Client A. Separate advice should have been provided to each of the parties in each of transactions.
16. By failing to conduct any checks, those four properties were allowed to be transferred with relative ease over 2 years. As summarised in the table below.

Property	Purchase Price	Purchasers	Completion Date
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Property A	£120,000.00	Client A and B	27 October 2015
Property B	£119,999.00	Client A and B	21 December 2015
Property C	£189,950.00	Client A and B	11 February 2016
Property D	£184,950.00	Client A and B	5 May 2016

Total amount of Client A's Funds used: £614,899.00

17. As stated by the Deputy at **901**, *"this case was brought to the attention of the OPG by an anonymous note which indicated concerns about [Clients B & C] living beyond their apparent means. This led to an OPG investigation and contested COP ["Court of Protection"] proceedings (between the attorneys and OPG). As a panel deputy I was directed to prepare a report into the finances of P [Client A] for the benefit of the court. This then led to my appointment as the COP were satisfied that the removal of the attorneys was in P's [Client A's] best interests."* Therefore, the result of the OPG, COP and Deputy intervention was the attorneys being removed from their roles because it was in Client A's best interest. The concerns were never identified by the Respondent throughout the life of the instructions, and it can be inferred would have continued unchecked contrary to Client A's best interests.

Allegation 1.2 – Between April 2016 and May 2016, Client C, who was the attorney for Client A under a lasting power of attorney for property and financial affairs, instructed the Respondent to act in the purchase of a property by Client C who was the attorney for Client A, the donor, on a lasting power of attorney for property and financial affairs. Client C instructed the Respondent to use £155,000.00 of Client A's funds to purchase the property and register the property with Client C and Client A as tenants in common resulting in Client A suffering a financial loss of £77,500.00. The Respondent did not consider the issues arising from Client C instructing the Respondent to give her half of Client A's property.

18. Reliance is placed upon paragraphs 6 to 17 above. The same approach was taken by the Respondent in this transaction as set above in allegation 1.1 Additionally, reliance is placed upon the following facts and matters.

19. On 15 April 2016, Client C instructed the Respondent in relation to the purchase of one property, Property E, using £155,000.00 of Client A's funds and to register the property as tenants in common between Client A and Client C. The purchase of the property was completed on 13 May 2016 753 – 884.

20. The Respondent did not consider how appropriate it was that Client C, the attorney for Client A, was giving instructions that resulted in Client A giving half of her interest in the property to Client C, and the obvious conflict from that.

21. Client C was able to make decisions in relation to the financial affairs of Client A under an LPA. In this property purchase Client C and A were jointly purchasing a property directly from Client B. This still did not raise any concerns for the Respondent, and he proceeded with the transaction with a different fee earner at the Firm acting for Client B.
22. The transaction completed on 13 May 2016 and a financial loss of £77,500.00 was caused to Client A.

Allegation 1.3 – Between July 2015 and May 2016, the Respondent acted for Clients A, B and C in circumstances where there was a conflict of interest resulting in Client A suffering a financial loss of £384,949.50.

23. Reliance is placed on paragraphs 6 to 22. Additionally, reliance is placed upon the following facts and matters.
24. The client files show that the Respondent was instructed by Client B and, on one occasion, Client C, as Attorneys of Client A. The Respondent failed to perceive a conflict of interest or a significant risk of a conflict between the interest of the Attorneys and the interest of the underlying client, Client A. The client files show that the Respondent made no attempt to ascertain the wishes of Client A nor to check the information provided by Client B and C, for example, that Client A was in a care home in London and wished to purchase properties so that the rental income could be used for her care home fees.
25. Client A and Client B and Client A and Client C held the respective properties as tenants in common with the consequence that each held a distinct equal ownership interest/share in the respective property. The work on the conveyancing transactions was carried out by the Respondent and the outcome resulted in shared ownership of the properties and so the attorneys were also clients for these purposes. Put in the alternative, if the Respondent had been instructed by the attorneys to purchase those five properties in Client A's sole name, then Client A would have been the only client. The attorneys would have only provided the instructions on behalf of Client A and not gained an ownership interest/share through the transactions. On the facts of this matter, the attorneys participated in the conveyancing being a joint purchaser, proved by the fact that they received an ownership interest/share in the property, and they were therefore clients of the Respondent in such circumstances.

26. There was wrongdoing by the attorneys. However, the transactions demonstrate a pattern of inadequate practice. A solicitor with the Respondent's level of experience ought to have noted how Client A's interests were affected and recognised the significant risk of a conflict between the interests of Client A and the interests of Clients B and C when substantial amounts of Client A's funds were put at risk.

27. The Respondent admits, through correspondence from RPC at **17** of the Bundle that *"[the Respondent] has reviewed the transactions and accepts that there were signs that might have alerted him to the potential conflict. Since these transactions he has taken the steps set out in section 4 below to review what went wrong and ensure that it cannot occur again."*

28. Further, at **21** of the Bundle, the Respondent accepts that *"he ought to have recognised that the transfers to the attorneys amount to gifts and that there was a risk the Power of Attorney could be misused, even if the attorneys' actions appeared genuine. He accepts that [Client A] could only have consented to the transactions if given independent legal advice. In circumstances where she lacked capacity to, he ought to have refused to proceed with the transactions at all as currently structured"*.

And;

"Although [Client B and C] were properly authorised to provide instructions for [Client A], the nature of the transaction should have given rise to a suspicion that the transactions may not be in her best interests.

He also accepts that he did not spot the significant risk of a conflict between the interests of [Client B and C] (on the one hand) and [Client A] (on the other) (see paragraph 6.2 of the Code)."

29. The effects of the conflict of interest are further evidenced by the instruction of Stonegate Legal and the Deputy as demonstrated at **58** in a letter to the Firm dated 15 November 2019 *"It may assist you to learn that one of the properties was sold prior to the appointment of the deputy and [Client B] received half of the sale proceeds. Not only has [Client A] lost the value of one half of each of the properties, she has also suffered losses in relation to the rental income. From July 2017 onwards, half of the rental income was paid to either or [Client B] and/or [Client C]."*

Non-Agreed Mitigation

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

30.1. At the time, the Respondent understood that the shares of the properties in the attorneys' names were being held by the attorneys in their capacities as agents for Client A rather than in their personal capacities;

30.2. The Respondent genuinely believed that the attorneys were trying to do their best for Client A. Client B explained that the transactions would allow the attorneys to administer her properties more easily and ensure that her care home fees were paid;

30.3. The Respondent was deceived by Client B; he now accepts that he was insufficiently suspicious or vigilant to the risk of abuse of position by the attorneys;

30.4. There is no evidence that Client A's care home fees were not paid or that Client A suffered any actual detriment from the misappropriation of legal title to the properties. The attorneys were ultimately to be the beneficiaries of Client A's estate under her will;

30.5. The Respondent is of good character and save for this matter, he practised for 40 years without regulatory incident;

30.6. The Respondent has cooperated with the SRA's investigation. He has now retired from practice with no intention to return to the profession;

30.7. He has shown insight into and expressed remorse for his failings in the matter.

Agreed Outcome

31. The Respondent admits all of Allegations 1.1, 1.2 and 1.3 above and agrees:

31.1. To receive a financial penalty of £20,000.00

31.2. To pay costs to the SRA agreed in the sum of £4,496.00

Explanation as to why such an order would be in accordance with the Tribunal's Sanction Guidance (10th edition)

32. The parties consider and submit that in light of the admissions set out above and taking due account of the mitigation put forward by the Respondent, the proposed outcome represents a proportionate resolution of the matter, consistent with the Tribunal's Guidance Note on Sanction (10th edition).

33. It is agreed that:

33.1. The seriousness of the misconduct is such that a reprimand would not be a sufficient sanction but neither the protection of the public nor the protection of the reputation of the legal profession justifies a strike off or a suspension. It is therefore proportionate and in the public interest that the Respondent should be fined;

33.2. Considering the facts above and the aggravating and mitigating factors discussed below, the seriousness of the misconduct giving effect to the purpose of the sanction, this case should be regarded as falling into a bracket where a fine is appropriate and a fine that falls under Level 4 "*Conduct assessed as very serious*" which has a range of £15,000.00 to £50,000.00.

34. In respect of the level of culpability and harm for the Respondent:

34.1. The Respondent had direct responsibility for the misconduct.

34.2. The Respondent was an experienced solicitor at the time of the misconduct, having been admitted to the Roll in 1981.

34.3. The Respondent acknowledges there were signs which ought to have alerted him to a conflict and/or a significant risk of a conflict but failed to recognise them.

34.4. The risk of harm Client A was significant whilst her funds were being expended and no checks were made as to the validity of her instructions.

34.5. Client A was vulnerable by virtue of having an LPA. Handing over control of affairs to attorneys creates vulnerability due to the risk of abuse in obtaining the power and control handed over. Client A's wishes were not confirmed or independently verified.

35. In respect of aggravating features which aggravate the seriousness of the misconduct the Respondent

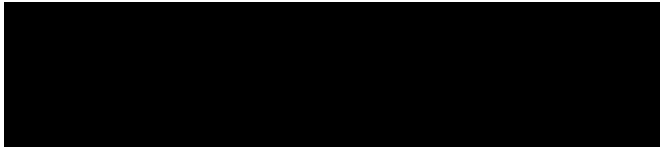
- 35.1. The conduct continued over a period of time (between July 2015 and May 2016) and over 5 property transactions.
- 35.2. The conduct of the attorneys was not identified by the Respondent and could have continued but for the anonymous note to the OPG, subsequent investigation and COP Order.
- 35.3. The misconduct was not calculated or deliberate and there was no financial gain for the Respondent other than the ordinary fees that he would have earned on each of these five transactions.
- 35.4. However, there were similarities in the misconduct across all five transactions, which collectively demonstrate a pattern of misconduct.
- 35.5. At the time, substantial amounts of client funds were put at risk.
- 35.6. The funds for all transactions, including solicitor's costs and stamp duty, came from accounts in the name of Client A. No financial contributions were made by either Client B or Client C.
- 35.7. Property A was subsequently sold in 2017 for £131,250 through another firm and the proceeds were divided equally between Client A and Client B despite it being purchased with Client A's funds only. Further, Property E was purchased in the joint names of Client A and Client C on 31 July 2016 for £155,000 using Client A funds. This property was purchased from Client B.
- 35.8. To an extent, the Respondent was the victim of the wrongdoing of the attorneys. On the other hand, the lack of probity on his part resulted in intervention by the Office of Public Guardian, instruction of a Deputy and contested Court of Protection proceedings all coming at significant cost and time.
36. In respect of mitigating features, the Respondent's mitigation is set out at paragraphs 30 above.

37. The parties consider that in light of the admissions set out above and taking due account of the mitigation put forward by the Respondent, the proposed outcome represents a proportionate resolution of the matter, which is in the public interest.

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On behalf of the Solicitors Regulation Authority Limited

Date:



Andrew John Chatterton (Respondent)

Date: 6/20/2023