

# SOLICITORS DISCIPLINARY TRIBUNAL

IN THE MATTER OF THE SOLICITORS ACT 1974

Case No. 12467-2023

## **BETWEEN:**

SOLICITORS REGULATION AUTHORITY LTD

Applicant

and

ANDREW JAMES CUTLAND

Respondent

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Before:

Mr P S L Housego (in the Chair)

Mr J Abramson

Ms L Hawkins

Date of Hearing:

2-5 October 2023

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## **Appearances**

Inderjit Johal, barrister, of the Solicitors Regulation Authority Ltd, for the Applicant

The Respondent represented himself.

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## **JUDGMENT**

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## **Allegations**

1. The Allegations against the Respondent, Mr Andrew James Cutland, by the SRA are that while in practice as a Trainee Solicitor at John Hodge Solicitors whose office is at 10/11 Morston Court, Aisecome Way, Weston Super Mare, BS22 8NG (in respect of allegation 1) and thereafter as an Assistant Solicitor at BGW Law Limited whose office is at 57 High Street, Shepton Mallet, BA4 5AQ (BGW) (in respect of Allegations 2 and 3):

### Allegation 1

- 1.1 On or around 18 July 2016 he improperly withdrew the sum of £485.60 from the client account ledger relating to Client A without their knowledge or consent and therefore breached any or all of:
  - 1.1.1 Principle 2 of the SRA Principles 2011;
  - 1.1.2 Principle 4 of the SRA Principles 2011;
  - 1.1.3 Principle 6 of the SRA Principles 2011;
  - 1.1.4 Principle 10 of the SRA Principles 2011; and
  - 1.1.5 Rule 20.1 SRA Accounts Rules 2011

### Allegation 2

- 1.2 Between June 2020 and February 2021, he made one or more statements to Person A in which he represented either expressly or by necessary implication:
  - (i) That he was a partner in the firm of BGW; and/or
  - (ii) That she had been offered a training contract at that firm

Those representations were untrue and the Respondent knew they were untrue at the time he made them, and he thereby breached or failed to achieve any or all of:

- 1.2.1 Principle 2 of the SRA Principles (2019);
- 1.2.2 Principle 4 of the SRA Principles (2019);
- 1.2.3 Principle 5 of the SRA Principles (2019); and
- 1.2.4 Paragraph 1.4 of the SRA Code of Conduct for Solicitors, RELs and RFLs.

### Allegation 3

- 1.3 On 21 April 2021 he made statements to his employer, BGW Law, regarding his employment history which were untrue and which he knew to be untrue at the time he made them, and therefore breached any or all of:
  - 1.3.1 Principle 2 of the SRA Principles (2019);
  - 1.3.2 Principle 4 of the SRA Principles (2019);
  - 1.3.3 Principle 5 of the SRA Principles (2019); and
  - 1.3.4 Paragraph 1.4 of the SRA Code of Conduct for Solicitors, RELs and RFLs.

2. In addition, Allegation 1 set out above is advanced on the basis that the Respondent's conduct was aggravated by dishonesty. Whilst dishonesty is alleged as an aggravating feature of the Respondent's misconduct it is not an essential ingredient in proving the allegation.

### **Executive Summary**

3. The Respondent denied the allegations in their entirety.
4. With respect to Allegation 1 Mr Cutland accepted making the withdrawal but said that this had been an innocent mistake.
5. With respect to Allegation 2, he said that he had sent messages to Person A but, by a mechanism unknown to him, Person A altered the genuine messages to present a narrative advantageous to her and casting him as a liar and braggart.
6. In relation to Allegation 3, Mr Cutland said he had '*misspoken*' and used the wrong term '*seconded*' to describe an aspect of his employment history when he should have used the word '*employed*'. This had been a slip of the tongue in a pressured situation and nothing more than a mistake.
7. The Tribunal reviewed the evidence it read and heard, and it found all allegations, including dishonesty, proved on the balance of probabilities. Mr Cutland was struck off and ordered to pay £17,489.00 in costs.

The Facts can be found [here](#).

The Applicant's Case: [Allegation 1.1](#), [Allegation 1.2](#), [Allegation 1.3](#).

The Respondent's Case: [Allegation 1.1](#), [Allegation 1.2](#), [Allegation 1.3](#).

The Tribunal's Findings: [Allegation 1.1](#), [Allegation 1.2](#), [Allegation 1.3](#).

Mr Cutland's [Mitigation](#).

The Tribunal's Decision on [Sanction](#).

### **Documents**

8. The Tribunal considered all the documents in the case which were contained in the electronic bundle.

### **Factual Background**

9. The Respondent, who was born in January 1987, is a solicitor admitted to the Roll of Solicitors on 18 April 2017.
10. From 12 October 2015 until 11 January 2019, Mr Cutland was employed by John Hodge Solicitors (JHS), initially as a trainee solicitor and from 18 April 2017 onwards, as an assistant solicitor. From 23 April 2019 he was employed by BGW Law Limited (BGW) as an assistant solicitor.
11. Mr Cutland possessed a Practising Certificate for the year 2022-2023 free from conditions.

**Witnesses**

12. The evidence referred to will be that which was relevant to the findings of the Tribunal, and to facts or issues in dispute between the parties. For the avoidance of doubt, the Tribunal read all of the documents in the case and made notes of the oral evidence. 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.
13. Jennifer Louise Stevenson
  - 13.1 Ms Stevenson is the Compliance Officer for Legal Practice at John Hodge Solicitors and was a Managing Partner at the practice.
  - 13.2 Mr Cutland came to JHS having had four years' experience at other practices. He worked initially as a Legal Assistant where he would carry out work on the files of a solicitor and then as a conveyancer using a computerised case management system where he would have his own files but was closely supervised by a solicitor who would provide all legal advice on the files.
  - 13.3 He was taken on as a trainee solicitor in October 2015. In addition to work related to his later seats he also continued to carry out property work. He was allowed to provide legal advice on files which would be checked and signed off by a solicitor before exchange and completion.
  - 13.4 Mr Cutland would attend monthly departmental meetings where caseloads were discussed and reviewed with the whole team. His files and day to day supervision was provided by Mr Gareth Richards, a solicitor with over 40 years' experience.
  - 13.5 By the relevant period in 2016, Mr Cutland had some six years' experience in legal practice, including two years at JHS. The day-to-day supervision would be more reactive in that the solicitor supervising his files would be available for questions at any time and Mr Cutland would generally meet with him approximately once or twice per week to ask questions and go through specific files. In addition, there would be formal file reviews where files would be inspected at random on a regular basis as well as informal file reviews where files would be inspected following any trigger event such as correspondence received suggesting an issue or delay on a matter. All incoming post was supervised by a partner or senior solicitor and the electronic files were accessible to the supervising solicitor and partners.
  - 13.6 The files in question were not picked out on the formal or informal file reviews. Further, Mr Cutland had not raised any issue regarding them with his supervising solicitor or the supervising partner.
  - 13.7 In October 2018, Mr Cutland gave notice to terminate his contract of employment with JHS having secured a position with Ashfords solicitors. His last day of employment with JHS was 11 January 2019.

- 13.8 In June 2019, a former client of JHS (Client A) contacted the firm to query an apparent overpayment of management fees following completion of a property transaction on 31 March 2016 managed by the Respondent, a trainee solicitor at the time. The matter had been archived.
- 13.9 All payments had been requested and made in accordance with JHS' Bank Account Withdrawals Policy Procedure. The archived file, however, did not include two emails from JHS' senior cashier to Mr Cutland seeking clarification over ledger entries. The COFA, with the assistance of an experienced conveyancing Partner, investigated all transactions on the client ledger, particularly that the amount paid to Client A's Management Company on sale was correct.
- 13.10 During the course of the review, a revised completion statement was prepared. It was found that a payment to another firm of solicitors had been made on 18 July 2016 from Client A's funds. The payment could not be accounted for in relation to this transaction.
- 13.11 The payment in question was a cheque payment of £485.60 made to Barcan & Kirby Solicitors. The Originator Slip requesting this payment on the 18 July 2016, was produced by Mr Cutland who set out in the narrative section of the slip that the payment request was "*monies due back*". Upon investigation by JHS, Barcan & Kirby Solicitors advised that this payment was in respect of an unrelated matter for another client (Client B). Upon discovery, this sum was immediately transferred from office account and returned to Client A. The client was satisfied with the reimbursement and the client review was concluded.
- 13.12 The COFA then opened a separate investigation into the matter in which Mr Cutland acted on behalf of Client B, the purchase of a property at auction.
- 13.13 Before completion of this purchase, a draft completion statement had been produced by solicitors acting for the vendor. The completion statement did not include search fees in the sum of £485.60 due from JHS' Client B in accordance with the terms of the auction contract. That error was duplicated in the completion statement produced by Mr Cutland for Client B.
- 13.14 Completion took place on 20 May 2016 following which all remaining client monies were returned to Client B. The error was identified by the vendor's solicitors after completion and communicated to Mr Cutland with a request for payment of the searcher fees.. After several emails to which Mr Cutland did not respond at all or positively, by an email of 6 July 2016 the vendor's solicitors informed Mr Cutland that whilst they did not wish to pursue the recovery of these search fees by means of a claim for breach of contract, they had instructions from their client to do so unless they were put in funds.
- 13.15 On 7 July 2016, Mr Cutland e-mailed Client B explaining the error and seeking funds to settle the outstanding sum due. Client B responded the same day that as he did not specifically request the searches, he did not intend to pay. He noted that the issue was "*not his problem*", that he was departing on holiday and would not be contactable for a week thereafter. Confirmation of Client B's departure on holiday was relayed to the vendor's solicitor by Mr Cutland on 8 July 2016.

- 13.16 On 8 July 2016, the accounts department of JHS emailed Mr Cutland to tell him that there remained a balance of £505.45 on an unrelated file (Client A) and asked him to review the file.. Mr Cutland took no action in respect of that outstanding balance.
- 13.17 On 18 July 2016 Mr Cutland made an electronic request of the accounts department to provide a cheque in the sum of £485.60 from Client A's client ledger payable to Client B's vendor's solicitors (Barcan & Kirby). He described the purpose of the payment as "monies due back". On 19 July 2016, the vendor's solicitors emailed chasing an update and Mr Cutland sent an email to the vendors solicitor to advise that a cheque in settlement had been sent by DX, as it had.
- 13.18 Ms Stevenson said she could find no evidence that Mr Cutland advised Client B that he would be in breach of contract if he declined to settle this sum nor any referral of this matter to JHS' dispute resolution department. There was no instruction from Client B to pay the money, and no money received from Client B with which to pay it.
- 13.19 It was apparent that Mr Cutland dealt with the payment himself without involving his support staff or his supervisor. He failed to consult more senior colleagues regarding the client's refusal to settle these fees and he sought to archive Client B's purchase file promptly after paying the sum to Barcan & Kirby Solicitors.
- 13.20 As Mr Cutland had left JHS prior to this investigation, Ms Stevenson did not discuss his actions with him directly but reported the concerns to the SRA for investigation.
- 13.21 In cross-examination by Mr Cutland, Ms Stevenson denied that Mr Cutland's supervision had been limited or patchy or at that time he was subject to a caseload heavier than those of his admitted colleagues. Whilst she had not attended many of the departmental meetings, she reviewed the meeting minutes and it was her impression that, at the relevant time, the team was in need of more work (they were offering potential clients discounts to increase volume) and there was nothing unusual about his workload as a trainee.
- 13.22 She did not recall, as suggested by Mr Cutland, that in a meeting with her he cited the lack of support and overwork as some of the reasons why he was not staying with JHS after qualification. Ms Stevenson said that she recalled a meeting around the time of his resignation where he expressed some anxiousness about his career progression, and that she told him that if he stayed there would be opportunities for progression.
- 13.23 Ms Stevenson agreed that Mr Cutland did not benefit financially from the incident uncovered by her investigation.  
*Note: prior to the next witness giving evidence the Tribunal, in the exercise of its inherent jurisdiction to control its proceedings, decided the witness would not be required to give their name in public and instead would be referred to throughout as "Person A". Neither party objected to this course.*

14. Person A

- 14.1 Person A reported to the SRA in February 2021 regarding Mr Cutland's conduct. She and Mr Cutland had known each other for a number of years and in the past had worked together at Co-op Legal Services, and she considered Mr Cutland to be a long standing

and close friend. Person A recalled that Mr Cutland completed his training contract and was working his two-year post training contract period at JHS, following this he joined Ashfords for a short time, moving on to Clarke Willmott before he joined Bartlett Gooding & Weelen Solicitors (“BGW”).

- 14.2 It was around March 2020 that Mr Cutland first offered Person A a job as a fee earner. He said stated that once she had qualified as a legal executive through the Chartered Institute of Legal Executives (“CILEX”) and it had been approved, she would be able to join BGW under him, with a training contract that would lead to her qualifying as a solicitor.
- 14.3 Person A met with Mr Cutland in June 2020 for an in-person catch-up, at which he informed her that BGW had had a big re-shuffle and that he had been offered Partnership/Directorship, and that they would be taking on trainee solicitors. He went on to ask her if she would like to be one of the first such trainees.
- 14.4 Mr Cutland told Person A that BGW would pay for the LPC, that she would get a company car and that because she would have qualified via CILEX before starting at BGW, she would be on a higher salary than the other trainees.
- 14.5 Person A said she was excited about this opportunity. Mr Cutland was aware that she was unhappy in her position at the time and that she wanted to progress her career and become a solicitor. He was her friend and she had trusted everything he said to her.
- 14.6 They continued to communicate via text and have catch-ups where they mainly spoke about work. He would tell her about work he was completing, and she would confide in him about difficulties in her work. They also discussed the training contract, and he informed her that Dervla Nash, a director at BGW, was drafting the SRA form. They discussed a company car and the option for her to complete a master’s degree alongside the LPC. It was at this point that she also sent Mr Cutland her degree and CILEX certificates to help with the SRA and LPC applications that she understood were being completed on her behalf.
- 14.7 Mr Cutland told Person A the first names of the other trainees who would be starting at the same time as she would be starting. He also told her in detail about other interviews he said he was conducting. She now knew there were no such interviews.
- 14.8 Mr Cutland told Person A who her supervisor would be and the names of the other trainees. He knew how excited she was about this opportunity, and he told her she could tell her friends and family that it was happening.
- 14.9 In August 2020, Mr Cutland texted her in detail about the trainee seat rotations and told her that her contract paperwork was being drafted and it would soon be on its way. He told her that the start date would be January 2021.
- 14.10 When the time came to hand in her notice to enable her to start in January 2021, Person A checked with Mr Cutland as to whether or not she should do so because she had not yet had any documentation. She found him to be evasive. He then told her that one of the other trainees had dropped out so they would be postponing the training

contract until September 2021 because they needed to start a group of three trainees together to obtain savings in LPC fees (three for the price of two).

- 14.11 Subsequently they had various conversations, but Mr Cutland become evasive whenever Person A asked about the training contract. She asked Mr Cutland why she was not having a formal interview. He responded that, as he was a partner, he could make these decisions, he was vouching for her so she could not let him down.
- 14.12 Person A became suspicious when her boyfriend's mother asked Person A about Mr Cutland's wife. Person A told her boyfriend's mother that Mr Cutland had never told her that he was married although he had mentioned girlfriends and that he had a son.
- 14.13 The boyfriend's mother insisted that Mr Cutland was married. She knew this as she worked with Mr Cutland at JHS as his legal assistant, and that they had given him a wedding gift.
- 14.14 Following this Person A started to question everything she had been told by him about his personal life and his career. Her investigations showed that Mr Cutland had not been truthful to her about various positions of seniority he had held in other firms. For example, he had told her that he was offered partnership at JHS before he left and she discovered that that was not true.
- 14.15 Not trusting Mr Cutland, Person A asked him if the training contract was still going ahead and if he would give her the full names of the other trainees so she could network with them. Mr Cutland ignored this message and, when it was repeated, he changed the subject.
- 14.16 Person A therefore decided to contact BGW. On 8 February 2021, she e-mailed Mr Gareth Reynolds, a director of BGW, introducing herself and asking if there was anything she could do to prepare for the start of her training contract. She did not receive a response and therefore sent a second email. Mr. Reynolds replied confirming that there was no record of BGW having discussed a training contract with Person A. Person A replied with further information about the training contract she believed she had been offered. Mr Reynolds responded advising that BGW were not offering training contracts and, if they were, there would be an interview and a written offer. He also asked to whom Person A had spoken. Person A replied that she had spoken to Mr Cutland. The next day, Mr Reynolds responded advising that he had spoken to Mr Cutland, who in fact was not a director, and that Mr Cutland denied offering Person A a training contract. Person A was shocked that Mr Cutland was denying he had offered her a training contract. She messaged Mr Cutland to never contact her again and blocked his phone number.
- 14.17 Person A confirmed to Mr Reynolds on that she wanted to make a complaint to BGW and to the SRA. She also sent screenshots of the thread of text messages between her and Mr Cutland, as well as a timeline.



- 14.18 Person A denied the assertion put to her in cross examination that she had fabricated the text messages with the intention of using the false complaint as leverage to improve her position i.e., to leave a work situation where she was not content and obtain a training contract elsewhere.
- 14.19 Person A said that she attended BGW in person so that Mr. Reynolds and Ms Nash could view the messages on her mobile phone. She also sought a phone data report from her service provider, who advised that they would not provide content of texts without a court order but that the report would show the time and date all messages were sent and received (as it did).
- 14.20 The experience affected Person A personally and professionally. She said that she felt humiliated by Mr Cutland and the position he had put her in. Person A had told family and friends about this opportunity and had also mentioned it to work colleagues. This had made her work position very awkward.
- 14.21 As her previous firm thought she was leaving, it had refused to continue to pay for her CILEX fees and withdrew any future funding for her training, removed her from training courses and even began interviews to replace her. Ultimately things became so difficult that she had to leave.
- 14.22 She lost a huge amount of confidence in herself, and felt completely duped and was left hurt, humiliated, and distraught. This was a situation that had haunted her for two years. She could not understand why a person she thought reciprocated her feelings of friendship should lie to her in this way.
15. Gareth Reynolds
- 15.1 Mr Reynolds said that prior to his recent retirement he had been a solicitor and director of BGW.
- 15.2 Mr Reynolds said that Mr Cutland was a solicitor at BGW from 2019, initially working in the Shepton Mallet office and then from 2020 at the Cheddar office.
- 15.3 Mr Reynolds was forwarded an email from Person A on 8 February 2021. Person A had emailed BGW regarding a training contract. At the time BGW were not offering training contracts and he thought the email was an attempt to open a dialogue with a view to getting a training contract. Initially he ignored her e-mail but when she persisted, he responded slightly abruptly, which he now regretted.
- 15.4 Person A told him that Mr Cutland had told her that he was a director at BGW, and he had offered her a training contract. She e-mailed Mr Reynolds a screenshot of a few texts that had passed between them.
- 15.5 Person A informed Mr Reynolds that she wanted to make a complaint to the firm and the SRA about Mr Cutland. He spoke with Person A on the phone on 17 February 2021 when she provided him with an overview of what had happened. He explained that Mr Cutland was not a director and had no authority to offer a training contract.

- 15.6 The following day, 18 February 2021, Mr Reynolds received the same timeline of events and a copy of the screenshots from Person A. He then spoke with Mr Cutland who confirmed he knew Person A but denied offering her a traineeship. Mr Reynolds spoke again to Mr Cutland on 24 February 2021 and discussed the complaint. Mr Cutland denied having sent any of the text messages in the screenshots.
- 15.7 As Mr Cutland was questioning the authenticity of the text messages, Mr Reynolds requested Person A's itemised bills and also those from Mr Cutland.
- 15.8 Mr Cutland said he did not have itemised bills. Mr Reynolds thought this strange as he and Mr Cutland had the same mobile provider and he, Mr Reynolds, did have itemised bills.
- 15.9 From Person A's bills, Mr Reynolds could see that she had sent Mr Cutland 379 texts in the period between May 2020 and February 2021. This surprised him given that Mr Cutland had stated to him that he had not texted Person A in 18 months to two years.
- 15.10 Mr Reynolds chased Mr Cutland for his itemised bills, but he did not receive them. Mr Cutland told Mr Reynolds that the delay was caused by the provider with whom he had raised a complaint.
- 15.11 By 5 April 2021, Mr Cutland still had not provided his itemised bills. He met Mr Cutland on 8 April 2021. During that meeting, he matched Person A's phone bill with the texts Person A had provided. In that exercise, it appeared that the times and dates of the texts matched the texts shown on the bills as sent by Person A to Mr Cutland. Mr Cutland did not accept they were accurate.
- 15.12 Mr Reynolds informed Mr Cutland that the evidence Person A had provided was persuasive, and if no further evidence was produced, he would have to accept the thread provided was accurate. Mr Cutland stated that his telephone provider was sending him a CD which would show all text messages he had sent to any numbers, including Person A's, and this would be conclusive. Mr Cutland said that the CD should arrive by 9 April 2021.
- 15.13 Mr Cutland provided a CD on 13 April 2021 which he stated had two PDFs on it, one containing a full thread of all text messages sent and the second containing his itemised bills. However, the CD he supplied to Mr Reynolds was badly scratched and unreadable.
- 15.14 On 15 April 2021, Mr Reynolds met with Person A at the firm's Cheddar office. His co-director Ms Hoskins was also present. The purpose of this meeting was to look at Person A's phone to check that the screenshots she had provided matched the messages on her phone. Mr Reynolds had informed Mr Cutland that he was meeting with Person A and advised him that if the phone matched the screenshots, he would have to uphold the complaint and it would then be dealt with internally. Mr Reynolds and Ms Hoskins both inspected the phone and were satisfied that the texts on the phone corresponded with the screenshots that Person A had sent.

- 15.15 On 19 April 2021, Mr Reynolds wrote to Mr Cutland to notify him that he had concluded the investigation of the complaint made by Person A and that the complaint had been upheld. He also notified Mr Cutland that, given the seriousness of the allegations, it would be a disciplinary matter and he was passing all the evidence used in the investigation to Ms Dervla Nash. Ms Nash is another director of BGW.
- 15.16 In cross-examination, Mr Reynolds confirmed that there had been a conversation regarding Mr Cutland potentially being invited to be a director. This, however, was placed on hold until the outcome of an ongoing SRA investigation against him had closed, this being the investigation for the matters in Allegation 1.
- 15.17 Mr Reynolds confirmed that whilst the firm had subsequently taken on a couple of trainees in recent years, there had been no plan at the time of Mr Cutland's communications with Person A to take on any trainees and the firm had not been actively recruiting at that time. The firm tended to take one trainee at a time.. Mr Cutland had not approached him with any suggestions for a suitable person to be offered a training contract.
16. Dervla Nash
- 16.1 Ms Nash is a Director of BGW. At the material time, Ms Nash dealt with disciplinary matters and Mr Reynolds dealt with complaints.
- 16.2 Ms Nash had conducted a disciplinary investigation into Mr Cutland's conduct following a complaint raised with the firm by Person A, that he had held himself out as a director of the firm and offered her a training contract which she had accepted. Following her investigation, Ms Nash found that Person A's claims were true. Ms Nash had not been involved in the complaint investigation.
- 16.3 Ms Nash sent Mr Cutland a letter on 19 April 2021 informing him of a disciplinary meeting to be held on 21 April 2021. As part of her investigation, she examined the CD and noted that it was clearly scratched all over by a sharp object which she thought was intentional and to ensure it could not be used, if it was genuine. She told Mr Cutland that there was no information that could be obtained from the CD, and asked him to provide the information as, to her knowledge, he had earlier told Mr Reynolds that the information had been downloaded to his laptop.
- 16.4 Throughout the complaint investigation, Mr Cutland had claimed that the allegations were false and that the text messages had been falsified by Person A. Approximately three hours before the meeting Ms Nash received copies of Mr Cutland's phone bills.
- 16.5 During the meeting (at which Mr Reynolds was present to take notes), Mr Cutland continued in what Ms Nash perceived to be a very nonchalant manner, with his assertion that the text messages Person A claimed were sent to her were fictitious and that he did not send them.. He could not, however, offer any explanation as to how this would be possible, or why Person A would state he sent them if he had not. He accepted that the number on the bills was his phone number.

- 16.6 Despite the short notice, Ms Nash said that she did have time to thoroughly review the phone bills Mr Cutland provided. These showed large gaps where he supposedly sent no text messages at all. This struck Ms Nash as odd as he appeared to use text messaging a lot and then it appeared that he suddenly stopped texting for extended periods of time. The gaps also coincided exactly with the dates and times of the text message exchanges between Person A and Mr Cutland, as had been shown by Person A. Mr Cutland offered Ms Nash no plausible explanation for the lack of text messages for such lengthy durations and continued with his blanket denial of the allegations. Ms Nash concluded that he had simply removed the evidence of the text messages provided by Person A.
- 16.7 Mr Cutland claimed that he did not text anyone on 4 June-16 June, 24 June-7 July, 12 July-24 August, 26 August-28th August, 5 September-8 October and 2 November-27 November 2020. He claimed that he mainly texted his wife and, during those periods, he had used i-messaging not text. Ms Nash found it noteworthy that his bills showed that in the dates surrounding the gaps he did text his wife and others. In reply to the Tribunal's questions, Mr Cutland said that he had thought the text messages sent to his wife as irrelevant and so had not thought to include them.
- 16.8 Whilst reviewing the text exchanges produced by Person A against Mr Cutland's itemised bill, Ms Nash found one text which showed up on both his and Person A's bill. It was dated 20 May 2020 and stated:
- “Works good, just came into Cheddar to discuss with Vicky our plans to take over the office from 1 October. I have also hired a probate solicitor from John Hodge! xx”.
- 16.9 Ms Nash said it was true that BGW had hired a probate solicitor from JHS, so during the meeting she questioned Mr Cutland about the text. He confirmed that he had sent it. Ms Nash asked if he had held himself out as a director in the firm. Mr Cutland said that Person A was a good friend and he had told her that BGW had discussed offering him a role as a director to begin in October 2021. Ms Nash said that whilst that was the case, discussion of his directorship had been put on hold as Mr Cutland was being investigated by the SRA (*for the matters set out in Allegation 1*) and the firm was unwilling to proceed with any appointment until the outcome of that investigation was known. Ms Nash queried with Mr Cutland if he had also told Person A that everything about his possible directorship had been put on hold pending the outcome of an SRA investigation and he said that he had not. Ms Nash asked him why he was making claims about holding meetings with Vicky Hoskins about running the office and stating that he personally had appointed a probate solicitor when he had not done so. Ms Nash said that he replied that he could offer no explanation, other than he did not know why he had sent it.
- 16.10 Ms Nash asked if Mr Cutland had lied to Person A about anything else and he stated that he had not done so. She then referred him to a text message exchange on 5 February 2021 where he had denied being married, whereas he was in fact married. When questioned about why he had lied, he could offer no explanation, again only saying that he did not know why he did it.

- 16.11 During the meeting Ms Nash also queried Mr Cutland's employment with Ashfords. He told her that he had been seconded there by JHS as they had not had sufficient commercial work for him, but that his wages were paid by Ashfords. Ms Nash, having made checks, later found this to be untrue.
- 16.12 Ms Nash said that when Mr Cutland joined the firm, he had been a referral from a professional acquaintance who had acted as an informal 'head-hunter'. The firm had not closely scrutinised Mr Cutland's background and it had not asked for his CV.
- 16.13 Following their meeting Ms Nash sent Mr Cutland an email specifically querying if his denial of any text exchange with Person A included messages both sent and received. He confirmed that he asserted they were all fictitious, save one (as above).
- 16.14 On 23 April 2021, Ms Nash personally handed Mr Cutland a letter confirming the decision of the disciplinary proceedings, which was to dismiss him with immediate effect on the grounds of gross misconduct.
- 16.15 In cross-examination, Ms Nash said that any discussions there were about being made a director of the firm had been put on hold until the SRA investigation had concluded. The discussions which did take place were only along the lines that he *might* be appointed as a director and not that his appointment would definitely take place.
- 16.16 Ms Nash recalled that Mr Cutland had exhibited a blasé attitude towards the investigation into the matters in Allegation 1, giving the impression that it was not serious.

### **Findings of Fact and Law**

17. The Applicant was required by Rule 5 of The Solicitors (Disciplinary Proceedings) Rules 2019 to prove the allegations to the standard applicable in civil proceedings (on the balance of probabilities). The Tribunal had due regard to its statutory duty, under section 6 of the Human Rights Act 1998, to act in a manner which was compatible with Mr Cutland'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. The conduct of Mr Cutland first came to the attention of the SRA on 29 October 2019 when Ms Jennifer Stevenson, the Compliance Officer for Legal Practice ('COLP') of JHS, made a report to the SRA (the 1<sup>st</sup> Report) about the conduct of Mr Cutland during his training contract.
19. In summary, the 1<sup>st</sup> Report alleged that Mr Cutland had used £485.60 of money belonging to a client to settle disbursements (search fees) payable in respect of an unconnected transaction for an unconnected client.
20. On 18 February 2021, the SRA received a second report from Person A ("the 2<sup>nd</sup> Report") concerning the conduct of Mr Cutland.. Person A's report, which was accompanied by copies of emails and screenshots of text messages which she had exchanged with Mr Cutland, alleged that he had repeatedly told her or implied that he

was a partner and director in BGW and that she had been offered a training contract with BGW. She had since learnt that both of these assertions were untrue.

21. Person A also raised her concerns in correspondence between 8 February 2021 and 18 February 2021 with Mr Gareth Reynolds, a director of BGW.
22. BGW investigated those concerns. As a result of its findings, BGW asked Mr Cutland to attend a disciplinary meeting on 21 April 2021 with Mr Reynolds and Ms Dervla Nash, who was also a director of BGW and its Compliance Officer for Legal Practice.
23. Following the disciplinary meeting, on 22 April 2021 Ms Nash also made a report (“the Further Report”) to the SRA in relation to the concerns expressed by Person A.
24. On 23 April 2021, BGW dismissed Mr Cutland for gross misconduct.
25. On 18 January 2023, an Authorised Officer of the SRA decided to refer the conduct of Mr Cutland to the Tribunal.
26. **Allegation 1.1 On or around 18 July 2016 he improperly withdrew the sum of £485.60 from the client account ledger relating to Client A without their knowledge or consent**

#### The Applicant’s Case

- 26.1 This allegation relates to the complaint made by Ms Stevenson. Although the original complaint was anonymised, the SRA has subsequently established (by reference to documents obtained in the course of its investigation) that the disbursement of £485.60 was incurred on behalf of Client B for whom Mr Cutland was acting in relation to the purchase of a property in Bristol. The vendor was represented by Barcan & Kirby and the transaction completed on 24 May 2016.
- 26.2 By 6 June 2016 (at the latest) Barcan & Kirby had identified an error in the completion statement which they had prepared. The statement had erroneously omitted search fees of £485.60 to be paid by the purchaser (Client B) on completion, as required by the terms of sale.
- 26.3 Email correspondence subsequently passed between (1) Barcan & Kirby and Mr Cutland and (2) Mr Cutland and Client B with respect to payment of the search fee.
- 26.4 In summary, the following position had been reached by 20 July 2016:
  - 26.4.1 Barcan & Kirby considered that Client B was bound to pay the outstanding sum in accordance with the contract for the sale of his property and had instructions to take legal action if payment was not forthcoming (and Mr Cutland did not dispute this);
  - 26.4.2 Having been asked by Mr Cutland, Client B refused to make the payment and had gone on holiday. Notwithstanding his client’s position, Mr Cutland had promised to pay Barcan & Kirby the sum of £485.60.

26.4.3 On 8 July 2016, the JHS accounts department had emailed Mr Cutland to tell him that on Client A's matter there was a surplus of £505.45, about which he had done nothing.

26.4.4 On 20 July 2016 Mr Cutland sent Barcan & Kirby a cheque drawn upon the client account of JHS for £485.60 as payment of the outstanding search fees. Barcan & Kirby acknowledged receipt by email by 11:58 the following day.

26.4.5 As evidenced by the document entitled 'Originator's Slip CDR – Client Debit' Mr Cutland had requisitioned a cheque in that sum on 18 July 2016 to be debited against a ledger in the name of Client A. The cheque issued against that requisition was known to have been the cheque which Mr Cutland subsequently sent to Barcan & Kirby on 20 July 2016 because:

- The client account ledger relating to Client A matter contained only one entry in the period between 18 July 2016 and 15 October 2016;
  - That entry is a debit item which corresponds in date and amount with the payment being requisitioned by the form (18 July 2016 and £485.60);
  - The narrative on the ledger ('*Monies due back Barcan and Kirby*') accompanying that entry corresponds both with the information on the form and the purpose of the payment as stated in the covering letter dated 20 July 2016; and
  - The bank statement for the client account of JHS for the period 22 to 25 July 2016 showed only one cheque for £485.60 being presented between those dates and the number of that cheque (157957) corresponds with the reference in the ledger.

26.4.6 Mr Cutland had not sought to deny that he debited the cheque paid to Barcan & Kirby against the ledger in the name of Client A but said that this occurred as a result of an innocent error. However, the plausibility of this explanation required confusion on the part of Mr Cutland not only as to the client reference number and name but also:

- the matter details;
- the purpose of the payment;
- the identity of the payee (because this information was required to be given on the Originator's Slip); and
- Client A's matter had completed on 31 March 2016 so there was no obvious reason for Mr Cutland to make payments against their ledger in July 2016.
- Further, the cheque requisition was created soon after the accounts department told Mr Cutland that there was in excess of £500 in Client A's

ledger, of which Client A was likely to be unaware because the transaction had concluded months before.

- 26.5 Counsel for the SRA, Mr Johal, requested that the Tribunal give little if any weight to Mr Cutland's assertion that this had been a genuine mistake on his part brought about by his dyslexia, lack of supervision and overwork.
- 26.6 Whilst acknowledging that Mr Cutland was not bound to prove any issue in his defence, the evidence he had produced lacked credibility. The report relating to his dyslexia was over 11 years old and prepared for an entirely different purpose in this regard. It had not been updated and said nothing which would assist the Tribunal in determining whether his actions had been a mistake, with dyslexia as a contributory cause, as opposed to a deliberate act on his part.
- 26.7 Mr Johal called Mr Cutland's account a pack of lies. He had not brought the issue of the unpaid search fees to the attention of his supervisor as he should have done and instead took matters into his own hands. He did not inform Barcan & Kirby that his client had refused to pay. He lied to Barcan & Kirby by giving them the strong impression that the monies had been paid by Client B when in fact it had not.

Rule 20.1 SRA Accounts Rules 2011

- 26.8 The payment of £485.60 made by Mr Cutland on 20 July 2016 was not properly required for a payment to, or on behalf of, Client A, or for any of the other purposes listed in Rule 20.1 (b) – (k) SRA Accounts Rules 2011. The making of that payment was therefore prohibited by that rule.

Principle 2

- 26.9 Solicitors must act with integrity. In Wingate and another v Solicitors Regulation Authority [2018] EWCA Civ 366 it was held that integrity connotes adherence to the ethical standards of one's own profession. The making of improper payments out of client account was identified as being one example of the many situations in which a solicitor would act without integrity (Jackson LJ at §101).
- 26.10 Since the payment of £485.60 to Barcan & Kirby on 20 July 2016 was made in breach of the SRA Accounts Rules 2011 it was necessarily improper. Mr Cutland therefore acted without integrity in making that payment.

Principle 4

- 26.11 It was in Client A's best interest for their money to be used for its intended purpose or returned to them if no longer needed. By using Client A's money in the way that Mr Cutland did, without Client A's knowledge and consent, he was not acting in Client A's best interests.

Principle 6

- 26.12 Solicitors are members of a profession which is to be trusted and money which they hold in client account is sacrosanct. A member of the public would expect a solicitor to



be diligent in their stewardship of such money. They would be concerned, therefore, to learn that a solicitor had paid away money to a third party even if the sums involved were comparatively modest. By withdrawing the sum of £485.60 held on client account for Client A to discharge a liability of Client B, Mr Cutland diminished the trust which the public would place in him and in the provision of legal services.

### Principle 10

26.13 Furthermore, by paying the sum of £485.60 to Barcan & Kirby in purported discharge of a liability of Client B, Mr Cutland manifestly failed to protect Client A's money which had been entrusted to him. In doing so, he breached Principle 10 of the SRA Principles 2011.

### Dishonesty

26.14 The SRA relied upon the test for dishonesty stated by the Supreme Court in Ivey v Genting Casinos [2017] UKSC 67, which applies to all forms of legal proceedings, namely that the person has acted dishonestly by the ordinary standards of reasonable and honest people:

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

26.15 As at 18 July 2016, Mr Cutland knew that he was using money belonging to Client A without their knowledge or consent to pay a debt owed by Client B where Client B was not prepared to make payment. Mr Cutland's conduct in so doing was dishonest by the objective standards of ordinary decent people.

### Mr Cutland's Case

26.16 Mr Cutland did not accept any part of the allegations or that he had been dishonest.

26.17 Mr Cutland said he had been a practising solicitor for over six years and had upheld all principles and obligations expected of a solicitor. He said the allegations took place when he was junior in his career. He did not financially or otherwise benefit following any of the alleged incidents.

26.18 He did not dispute that, with respect to the first Allegation, the financial transaction took place. He said, however, this had been the result of a genuine mistake on his part. He had not been dishonest.

- 26.19 He said that he did not intentionally use Client A's money for the purpose of paying a debt owed by Client B. The transfer happened by a complete accident and not through any element of dishonesty.
- 26.20 Mr Cutland said further that the internal processes of JHS failed the client by not protecting client funds. This should have been spotted by the firm. There were a number of internal checks which should have been administered by JHS when payments are made. Due to the failures set out in the allegation, however, the payment was made from the incorrect client ledger.
- 26.21 Mr Cutland said he had been a trainee solicitor at the time of the incident. Although he had lacked depth of experience, he was the highest billing fee earner in the department, and the error was explicable by reason of the combination of his lack of experience and very heavy workload.
- 26.22 Also, his supervision had been poor. His training supervisor was based in another branch causing direct contact to be very limited and patchy. He continuously asked for help to deal with the increase in workload. Despite several promises of help this was not forthcoming. This was well documented in monthly meetings which took place where fees and workload were discussed.
- 26.23 The error took place as a direct result of the high level of work the firm and the internal checks not realising the error that had been made. The error with the processing of the slip was a direct result of human error and no other reason. He continued to work for JHS for two years after qualification with no issue or concerns being raised.
- 26.24 At JHS, all payments are authorised by the accounts department and by a partner of the practice. The slip was not provided to him by JHS to check before the processing of the slip so he could not have spotted the error before it was processed by the accounts department. The error should have been spotted by the accounts department before the payment was made.
- 26.25 Mr Cutland had provided his response to the SRA Notice by email dated 15 December 2022. In his response, he denied that paying the search fee referred to in Allegation 1 using money held in client account for an unrelated client matter was deliberate.
- 26.26 He stated that he had a lack of support at JHS, which is what caused him to move jobs and resign. He further stated that: "I am as certain as I can be after all this time that the payment of the local search from the wrong ledger was not deliberate. .... If it had been deliberate I would have constantly worried that it would come to light, and I was not worried until my former employers made the referral after I had left".
- 26.27 When he did decide to leave JHS he was asked by both senior partners to reconsider. He had generated a number of professional relationships which referred work into the practice, and he contended that following his resignation JHS would have lost a large volume of its property work, which had been dependent on his personal connections, and he questioned the circumstances in which this mistake had been raised and brought to the SRA's attention and he suspected there was link between the two.

- 26.28 Mr Cutland further submitted that JHS also failed in their duty to make reasonable adjustments following his dyslexia diagnosis. Had adjustments been made, he submitted that it was arguable the incident would have never taken place. He provided a copy of his dyslexia report to the Tribunal which showed that he needed additional time when processing information. He said that JHS failed in its responsibilities because he was not provided that additional time, but they provided an unworkable case load which caused the error. Despite several requests for assistance and help JHS failed to provide any kind of support.
- 26.29 In cross-examination it was put to Mr Cutland that he had got himself 'into a pickle' and the reasonable course would have been to seek help and guidance from his supervisor or a partner of the firm. Mr Cutland said that he had been waiting for Client B to return from holiday to speak with him and if that had failed, he would have escalated the matter to a partner.
- 26.30 He denied that he had taken matters into his own hands to cover his mistakes and thereby maintain the illusion of a clear record with JHS. He denied that he did this to improve his prospects with JHS after completing his training contract.
- 26.31 Mr Cutland disputed Ms Stevenson's view that he did not have a markedly heavy caseload as a trainee.
- 26.32 In response to a question from the Tribunal, Mr Cutland said that he had no recollection, other than it was a mistake on his part, as to the reason why he had completed a payment slip with Barcan & Kirby as the payee in circumstances where he knew Client B had indicated he would not pay and he had had no instructions to make a payment. Further, having said that it had been his intention to contact Client B on his return from holiday he accepted that in fact he never contacted Client B again to discuss the outstanding payment to Barcan & Kirby before making the payment. He was unable to answer a question from the Tribunal enquiring why he had filled in a slip at all, given that he knew that Client B was unwilling to pay and there was nothing to suggest that he had provided any money that could be paid to Barcan & Kirby.
- 26.33 In response to a question from Mr Johal, Mr Cutland denied that he had not contacted Client B because he knew he had used monies which should have been returned to Client A. He denied he had been dishonest.

### The Tribunal's Findings

- 26.34 The Tribunal reminded itself that with respect to all the allegations the burden was solely upon the Applicant to prove its case to the requisite standard, namely on the balance of probabilities. Mr Cutland was not bound to prove that he did not commit the alleged acts and that great care must be taken to avoid an assumption (without sufficient evidence) of any deliberate failure or act on his part.
- 26.35 The Tribunal recognised that the civil standard of proof is "*finite and unvarying*" and there was no sliding scale of proof dependent upon the seriousness of the allegations. Cogent evidence was required in all cases, particularly where dishonesty was alleged.

- 26.36 The Tribunal found all the witnesses who gave evidence for the Applicant to have been sincere and credible in their accounts. However, the Tribunal was mindful of the danger of supposing that, because a witness has confidence in their recollection and appears honest, evidence based on that recollection provides any reliable guide to the truth. The Tribunal, therefore, proceeded with caution and weighed in the balance Mr Cutland's good character which was relevant to the issues of both propensity and credibility.
- 26.37 With respect to the facts of Allegation 1, Mr Cutland accepted that he had withdrawn the sum of £485.60 from the client account of Client A to make a payment to Barcan & Kirby. Mr Cutland maintained the withdrawal had been an innocent error on his part for which he said there were contributing and compounding factors:
- His dyslexia;
  - His heavy caseload (said to be greater than that of his admitted colleagues);
  - Inadequate supervision of his work by JHS;
  - JHS not following its own accounts procedures.
- 26.38 Mr Cutland could not explain why he had completed the payment slip at all, let alone why he had entered in the narrative section that the money was '*due back*' to Barcan & Kirby in circumstances where, given his recent correspondence and communications with Client B and Barcan & Kirby about the payment, he had known there were no funds in Client B's client account and also that Client B disputed his liability to pay.
- 26.39 If it was, an error there was no logical reason for it to have occurred. He accepted that he had not contacted Client B again after Client B had gone on holiday and he had had no instructions from Client B to pay Barcan & Kirby, indeed quite the reverse. Client B had washed his hands of the problem. There was no evidence that Mr Cutland had obtained Client A's authority to withdraw funds from their account in order to pay an entity which had had nothing to do with their transaction. Nor did Mr Cutland say that he had, for his case was that the payment from Client A's account was an entirely innocent mistake.
- 26.40 The Tribunal observed that during the material time, Mr Cutland had been a trainee and he had been faced with a problem he had not known how to solve. The Tribunal understood that trainees make mistakes, however, they are expected to seek help and support from more experienced colleagues as part of their learning process when mistakes occur. Mr Cutland accepted he made no effort to bring this matter to the attention of his training principal (with whom he said he had enjoyed a relationship of trust and confidence) or anyone else at JHS who could have helped him find a legitimate solution. Instead, he opted to handle the situation himself and use the money from one client to pay the debt of another. This was not a case where Mr Cutland was unaware that there was a problem and did not realise he was making a mistake.
- 26.41 The Tribunal did not dispute that Mr Cutland is dyslexic. The evidence presented to the Tribunal by Mr Cutland as to his dyslexia, however, was 11 years old and created in connection with his legal studies, a completely different purpose. The Tribunal gave this material limited weight and it could not, in the absence of cogent expert evidence,

accept that dyslexia would have played a role in the thought processes Mr Cutland had gone through or explain the course he adopted. Mr Cutland had, since the report, gone on to qualify, and had worked at BGW law successfully enough to be considered for partnership. There was nothing in Mr Cutland's work history to indicate that his dyslexia had any relevance to Allegation 1.

26.42 The Tribunal paid careful attention to the timeline: Barcan & Kirby had raised the issue with Mr Cutland. He ignored it. They raised it again. He told Client B who swiftly replied that he considered it 'not my problem'. The accounts team at JHS told him that there was a surplus of over £500 on Client A's account. He did nothing about it. Barcan & Kirby said they would take legal action in respect of Client B. Mr Cutland said he was awaiting instructions from Client B, when he was not – the correspondence with Client B ended with Client B washing his hands of the matter. He then created a payment requisition on Client A's account to pay Client B's liability. He put down the reason as 'monies due back' which might have been a correct description of sending money out of Client A's account to Client A, but was not when the money due to Barcan & Kirby was for a disbursement and was not 'back' to them at all. The money paid out left a balance in Client A's account about which he did nothing.

26.43 The Tribunal gave no weight to Mr Cutland's assertion that it was an innocent mistake that the accounts team or a signing partner ought to have detected. The Tribunal heard that the checks are not to that level, being only a cursory look at whether there is money in the account, not to check everything about the payment. In any event, had there been a check which stopped the payment that is not relevant to the aggravating factor alleged of dishonesty. Being prevented from sending Client A's money does not mean the attempt is not dishonest if it would be dishonest if the money was sent.

26.44 On the factual matrix the Tribunal found, on the balance of probabilities, that it was more likely than not that Mr Cutland's actions were thought through and deliberate as opposed to an innocent mistake. On this basis it found all alleged breaches of the Principles 2011, and the breach of Rule 20.1 SRA Accounts Rules 2011 proved to the requisite standard.

26.45 With respect to the aggravating factor of dishonesty the Tribunal applied the test in *Ivey* (as it did to all the allegations of dishonesty). It found, on the balance of probabilities, that by using money belonging to Client A to pay a debt owed by Client B in circumstances where Mr Cutland knew he had neither the consent of Client A nor instructions from Client B, Mr Cutland's conduct was dishonest by the objective standards of ordinary decent people.

26.46 The Tribunal found Allegation 1 proved in full.

27. **Allegation 2 Between June 2020 and February 2021 he made statements to Person A in which he represented either expressly or by necessary implication:**

**That he was a partner in the firm of BGW; and/or  
That she had been offered a training contract at that firm**

**Those representations were untrue and were known by Mr Cutland to be were untrue at the time they were made.**

### The Applicant's Case

- 27.1 Person A is a former work colleague and friend of Mr Cutland who had known him since 2012/2013. She worked in the legal services sector as a paralegal and is now a CILEX-qualified legal executive.
- 27.2 Person A gave an account of her dealings with Mr Cutland from March 2020 to February 2021. It was around March 2020 that Mr Cutland first offered her a job as a fee earner. He stated that once she had completed her CILEX qualification and it had been approved, she would be able to join BGW under a training contract that would lead to her qualification as a solicitor.
- 27.3 Person A described discussions with Mr Cutland about the training contract continued via texts and during catch ups with him. In these, Mr Cutland confirmed on the following occasions that he held a position of seniority within BGW and/or that Person A had been offered a training contract by BGW:
- 27.4 Text message dated 20 May 2020:
- ‘Works good, just came into Cheddar to discuss with Vicky our plans to take over the office from the 1st October. I have also hired a probate solicitor from John Hodge! Xx’
- 27.5 Text message dated 25 June 2020 sent in response to questions from Person A concerning her supposed role with BGW ‘Given the funding we will need to put in place, I would prefer you to start at the firm at the same time as your course starts. If you wanted to start earlier I will need to have a conversation with Vicky and come back to you. ... your hourly rate as a solicitor would be higher which is good for the firm. ... We have a deal with Renault and you will be given a budget to work with but more than likely it’s going to be something like a clio. X’
- 27.6 Text message of the same date sent in response to Person A’s request to send her employment details ‘No problem x’.
- 27.7 Text message of the same date ‘You wouldn’t be working under me, that’s not how I run the department. You will work alongside me. I treat everyone from the receptionist to our managing director the same (today she called me babyface because I’m the youngest partner) ...’
- 27.8 Text message dated 3 July 2020 ‘Sat down with Vicky this week. We are going to offer all trainees seats in probate commercial property and litigation... We want all 3 of you to start all at the same time ... Your terms (if your [sic] still interested) are being prepared and will be sent out next week x’.
- 27.9 Text messages dated 16 July 2020:
- ‘Your paperwork is being done ... it hasn’t been forgotten x.’  
‘Don’t panic, as long as its ready I will drop you a text’.

27.10 Text message dated 21 August 2020:

‘Hey, I have just come out of a meeting to discuss who is going where for trainees. You have been allocated the following ... Start dates will be confirmed some point next week ... Dinner has been postponed until the end of September as all trainees are to attend and Alice [someone stated in earlier texts to be another new trainee] cannot make it. The proposed new date will be September to tie in with the forms end of year ... I will be in touch next week with further news’.

27.11 Text messages dated 28 August 2020:

‘11th January start dates. Documents will be issued in 2 weeks. X’  
‘Yep. Welcome to BGW’

27.12 Text message dated 11 September 2020:

‘As far as I am aware the dinner [for trainee solicitors] is still going ahead’.

27.13 Text message dated 18 September 2020 (In response to Person A’s question on whether her training contract at BGW was going ahead):

‘It is. No, it doesn’t mean that but we need a trainee to fill the spot and that’s what we are discussing tomorrow.’

27.14 Text messages dated 21 September 2020 (sent in response to messages from Person A advising that she needed to hand in her notice with her current employer in order to start in time at BGW as a trainee solicitor), including:

‘I have a directors meeting at 1:30 to talk specifically about trainees so I should be able to update you this afternoon. X’

‘TCs are still being done and we need to find another trainee. The firm cannot only take 2 as it will have impact on the setup and costs (the agreed costs for the LPC are done on 3 at discount, if we only do 2 it turns out more expensive as we loose [sic] the discount.) The firm will now advertise for a new trainee locally on Cheddar but it is unlikely given notice period on most good candidates, won’t be done in time for January. It will therefore start in September [2021]. Can you please let me know if you are still happy to go with this, if not then we need to find 2 trainees. X’

27.15 Text message dated 24 September 2020 (sent in response to a message from Person A on 23 September 2020 stating that she had not handed in her notice because she understood that her training contract at BGW had been postponed):

‘I understand and that will be fine. I am sorry it’s delayed but thank you for realising there is little I could do’.

27.16 Text message dated 19 November 2020 (sent in response to a text message from Person A telling Mr Cutland that she now wished to turn down the offer of a training contract at BGW):

‘Can I ask... why you have decided this? It would of [sic] not been discussed if you weren’t up to it.’

27.17 Person A believed these representations. She told her family, friends, and work colleagues about the opportunity to undertake a traineeship with BGW Solicitors which Mr Cutland had offered.

27.18 Mr Johal submitted, however, that Mr Cutland’s statements were all untrue. As confirmed in the evidence of Mr Reynolds and Ms Nash, Mr Cutland was employed as a solicitor by BGW and was not a director of that firm (only the possibility of him being appointed as a director had been discussed) and the firm was not recruiting trainees at the relevant time.

27.19 Mr Cutland must have known that those statements were untrue at the time he made them. He knew the capacity in which he was employed by BGW Solicitors and that he was not a director. Since he was not a director, he also knew that he had no authority to grant Person A a contract of employment and, consequently, that his statements to her regarding the supposed offer of an employment contract were also untrue.

#### Principle 2

27.20 The public would expect any statement made by a solicitor in connection with his practice to be strictly true and accurate and this would extend to statements concerning matters such as their own status within the firm and arrangements concerning the employment of staff. By knowingly making untruthful statements about such matters to Person A, Mr Cutland diminished the trust the public placed in him and in the provision of legal services.

#### Principle 4

27.21 The test for dishonesty is as set out in *Ivey*.

27.22 Between June 2020 and February 2021 Mr Cutland knew and/or believed:

- That he was not a director of BGW and that neither he nor the firm had offered Person A a training contract.
- That Person A did not know the true position.
- That Person A was his friend and that she would trust what he said implicitly.
- That Person A had no easy means of discovering the falsity of his statements to her.
- That the offer of a training contract would be a serious matter insofar as Person A was concerned and that she would not expect a friend to offer her such a contract unless he was in a position to do so.



- That the repeated references to the offer of a training contract in text messages and emails would reinforce that expectation.

27.23 In these circumstances, Mr Cutland's conduct in making statements to Person A in which he represented that he was a partner in the firm of BGW; and/or that she had been offered a training contract at that firm which were untrue and which he knew were untrue at the time they were made was dishonest by the objective standards of ordinary decent people.

#### Principle 5

27.24 The test for integrity to be applied in this jurisdiction is set out in *Wingate*.

27.25 A solicitor of integrity is expected to be scrupulous about the accuracy of statements made by him and that expectation extends to statements made to others in connection with the business of their practice. A solicitor of integrity would not therefore hold themselves out to others as a director of the firm which employed them if they were not; nor would they represent to a third party that that third party had been offered a contract of employment by their firm if that was not true.

27.26 Therefore, Mr Cutland lacked integrity in making the representations to Person A as described above.

#### Rule 1.4 of the SRA Code of Conduct for Solicitors, RELs and RFLs

27.27 By making statements to Person A which he knew or ought to have known were untrue, he misled and / or attempted to mislead her, and therefore breached Rule 1.4 of the SRA Code of Conduct for Solicitors, RELs and RFLs.

#### Mr Cutland's Case

27.28 Mr Cutland disputed that he offered Person A a training contract or that he held himself out to be a director of the practice. He disputed every part of the allegation relating to dishonesty and lack of integrity. He asserted that the statements made by Person A were untrue.

27.29 He explained that Person A was a friend of many years and his text correspondence with her was to tell her about matters relating to his work and of the updates he had received from the directors on his position in the firm, along with some gossip. The messages allegedly in respect of the training contract offer were not what Person A and the SRA were claiming them to be. There was no offer of employment, nor did he hold himself out to be a director of the practice.

27.30 In respect of his time at BGW he said that several months after joining the firm he was notified by Ms Nash that the firm was happy with the work he had undertaken and that he would be invited to join the firm as a director next financial year, which he believed was October 2020.

- 27.31 Initially, Ms Nash was very supportive of him when he was first notified of the SRA's investigation (into the matters in Allegation 1) and maintained that the delay with him being appointed as a director was because of the SRA's investigation.
- 27.32 Mr Cutland said that he was party to a conversation with Ms Nash that the firm was looking to appoint trainees, following which he contacted Person A, and did suggest that if she did join the firm which areas of practice she would likely to be involved in, and had discussions with her regarding the firm in general terms. The appointment of trainee solicitors was discussed internally, and it was thought that having "*home grown*" solicitors should be the focus of the Firm rather than recruiting externally.
- 27.33 He did not hold himself out to a director of the practice, but instead was making Person A aware of the Firm's intention to appoint him as such in the near future. The comments on the discussions of trainee solicitors was to discuss the firm's plans to recruit trainee solicitors in the future. There was no intention whatsoever to offer any kind of employment.
- 27.34 Mr Cutland said that he understood that the appointment of trainees would be delayed, and he believed that this information when he passed it on to Person A led to a breakdown of his friendship with her.
- 27.35 It was Mr Cutland's case that Person A had fabricated the messages by removing the genuine words he had set out in the messages and replacing them with the incorrect and false information relied upon by the SRA in the allegation. Mr Cutland said that Person A had used information about his work which they had discussed in their personal meetings with each other and then twisted this information to make it look like he had sent messages to her where he was holding himself out as a director of BGW and that he had offered her a training contract.
- 27.36 He said that he had not held himself out as a director of the practice, and in the genuine texts he had simply been making Person A aware of the firm's intention to appoint him as a director shortly.
- 27.37 It had not been his intention to mislead anyone, and he had not done so. He had sent innocent texts of a genuine nature which had been manipulated and changed by Person A to present a different narrative and one which suited her own ends, namely, to leverage herself into a more favourable position. He had no idea as to the technology or method Person A would have used to replace genuine texts with fabricated and manipulated ones.
- 27.38 In cross-examination, Mr Cutland confirmed that in the one text message which Ms Nash had been able cross match between his phone bill and Person A's bill, and which he accepted he had sent to Person A, he had lied by giving the impression that he was a director of BGW, when in fact he was not a director at that time.
- 27.39 Mr Cutland maintained that Person A had substituted the genuine content of text messages he had sent her with fabricated and untruthful content.

### The Tribunal's Findings

- 27.40 The Tribunal noted that it was Mr Cutland's case that he accepted sending text messages to Person A but that the genuine content had been replaced by Person A with information she had gleaned from their other private conversations which she then inserted into the messages. This, Mr Cutland said, was with the aim of complaining about him to BGW to extract advantage for herself by improving her prospects of gaining a training contract. He said she was motivated to do so by seeking to use the fabricated messages in dealing with a third person or company to demonstrate that she was someone with alternatives for her career, to try to induce that other to make her an offer of a training contract or other employment. He was not able to explain why, if so, when that alleged subterfuge failed to produce results, she would then complain about the friend whose friendship she had (on his account) abused by fabricating text messages from him for her own advantage. Unless she complained he would not know (on his account) that she had undertaken this fabrication of messages, and so there was no advantage to her in, or motivation for, doing so. In these circumstances Mr Cutland's account was inherently highly implausible.
- 27.41 On the other hand, the Tribunal accepted the evidence of Person A as credible, consistent, reliable and persuasive with respect to the messages which had been sent, as well as the evidence of Mr Reynolds and Ms Nash as to their investigations. The Tribunal also found that Mr Cutland was not a director of BGW at the time the messages were sent and that he was never a director of BGW. There had been no reasonable basis for Mr Cutland to consider himself a director of BGW when there had been no offer of directorship and only a few exploratory conversations..
- 27.42 Person A had been very open and forthcoming in the provision of relevant information to Mr Reynolds and Ms Nash to enable their investigation to move forward. Mr Cutland, however, had delayed and had been evasive throughout. Mr Cutland never showed Mr Reynolds the PDF he claimed to have downloaded from the CD despite stating that his bills would prove he did not text Person A as she was alleging. He produced copies of his bills only on the same morning of his disciplinary meeting with Ms Nash and could not offer a reasonable explanation for the gaps in his bills which coincided with the dates Person A alleged he had texted her. His account that the gaps in texts was due to messages to his wife that he thought irrelevant was neither plausible nor credible.
- 27.43 Person A, Mr Reynolds and Ms Nash had all taken the time to attend, remotely, the hearing before the Tribunal to give evidence and submit to Mr Cutland's cross-examination.
- 27.44 It was noteworthy that in the only text message which Ms Nash could tie up on the phone bills of Person A and Mr Cutland, Mr Cutland accepted he had been lying in the text when he stated:

“Works good, just came into Cheddar to discuss with Vicky our plans to take over the office from 1st October. I have also hired a probate solicitor from John Hodge! xx”.

- 27.45 In this message Mr Cutland gave the distinct impression of having authority to take control of an office and to make a hire. This message could be read in no other way. He had no such authority. He had not hired a probate solicitor.
- 27.46 Mr Cutland had claimed in his evidence that Person A had manipulated and corrupted the messages to present an entirely different and self-serving narrative. While the Tribunal was mindful that the burden of proving its case fell solely upon the SRA, Mr Cutland had, in response, made very serious allegations regarding the honesty and integrity of Person A. Mr Cutland had provided no reasoned basis for his allegations. He had not, for example, produced for 'side by side' comparison the genuine communications which he claimed had later been manipulated by Person A and he had given no credible explanation for his failure to do so.
- 27.47 The Tribunal found Mr Cutland's account to be incoherent, implausible, and fanciful. The Tribunal found that on the balance of probabilities, the messages, in the form presented to it by the SRA had been sent by Mr Cutland to Person A. Further, that within the messages, he had held himself out to be a director of BGW and he had offered Person A a training contact when he knew he had no authority to do so.
- 27.48 The Tribunal did not consider this was a matter which had been within Mr Cutland's private life. By holding himself out as a director of BGW to a member of the public in circumstances where he knew this to be a lie his conduct came well within the ambit of professional conduct. This is exemplified by the text ending 'Welcome to BGW'.
- 27.49 The Tribunal found all breaches of the Principles 2019, including dishonesty, proved on the balance of probabilities. Mr Cutland had known the statements he made to Person A had been untrue at the time they were made and that his actions would be considered dishonest by the objective standards of ordinary decent people.
- 27.50 The Tribunal found Allegation 2 proved in full.
28. **Allegation 3 - On 21 April 2021 he made statements to his employers, BGW Law, regarding his employment history which were untrue and which he knew to be untrue at the time they were made,**

### The Applicant's Case

- 28.1 During the course of the disciplinary meeting on 21 April 2021, Ms Nash asked Mr Cutland about his employment history before BGW. Mr Cutland replied that he had worked for a different firm, Ashfords LLP, on secondment.
- 28.2 The relevant exchange reads as follows:
- 'DN Who were you working for pre-BGW?
- AC Ashfords temporarily. It was seconded but, in the end, it did not work out. I was sent there because John Hodge's commercial work dried up.
- DN Who was paying your wages during this time?

AC Ashfords'

- 28.3 Save as to who was paying him, these statements were untrue. Mr Cutland ceased to be employed by JHS on 11 January 2019 and could not therefore have been seconded to Ashfords by that firm. This was confirmed to the SRA by Jane Clay, Director of Human Resources at Ashfords LLP, who on 14 September 2022 gave the following information in a statement to the SRA:

“My colleague, Mr Carl Steele was contacted on 17 March 2023 by Emma Priest, a senior legal advisor in the Legal and Enforcement team in the SRA. In the email she explained that Mr Cutland had been referred to the Tribunal and requested a brief statement confirming the terms of The Respondent’s employment while at Ashfords LLP.

As the information Mr Steele had previously obtained in relation to The Respondent’s employment had been provided to him by the HR team from our HR records, he advised Emma to contact me.

I have been asked to comment on the terms of The Respondent’s employment while at Ashfords LLP... I confirm that Mr Cutland was employed by the Firm (Ashfords LLP) as a Solicitor in the Real Estate department at the Taunton office from 14 January 2019 to 22 April 2019.

I can confirm that Mr Cutland was employed on a permanent, full-time basis under a normal contract of employment. At no point during the course of his employment was Mr Cutland working for Ashfords LLP on a secondment.”

- 28.4 Mr Johal said that Mr Cutland knew that the statements he had made to Ms Nash regarding ‘*secondment*’ were untrue at the time he made them. It is inconceivable that Mr Cutland would have not known who he had been employed by two years previously.

#### Principle 2

- 28.5 The public would expect any statement made by a solicitor in connection with his practice to be strictly true and accurate and this would extend to statements made to their employer about their employment history in the course of a formal disciplinary interview. By knowingly making untruthful statements about such matters to Ms Nash, Mr Cutland diminished the trust the public placed in him and in the provision of legal services.

#### Principle 4

- 28.6 The test for dishonesty is set out in *Ivey* as above. Mr Cutland knew that he was making untruthful statements to his employer in the course of a formal disciplinary meeting in which the expectation of his employer would be that the answers given would be truthful. His conduct in so doing was dishonest by the objective standards of ordinary decent people.

Principle 5

- 28.7 The test for integrity is in *Wingate* as above. A solicitor of integrity is expected to be scrupulous about the accuracy of statements made by him and that expectation extends to statements made by a solicitor to his employer about matters relevant to his contract of employment.
- 28.8 A solicitor of integrity would not therefore knowingly provide untruthful information to his employer in the course of a disciplinary interview.
- 28.9 By stating to Ms. Nash that he had been seconded to Ashfords before his employment with BGW, therefore, Mr Cutland acted without integrity.

Rule 1.4 of the SRA Code of Conduct for Solicitors, RELs and RFLs

- 28.10 By making a statement to Ms Nash which he knew or ought to have known were untrue, he misled and/or attempted to mislead her, and therefore breached Rule 1.4 of the SRA Code of Conduct for Solicitors, RELs and RFLs.

Mr Cutland's Case

- 28.11 Mr Cutland submitted there was no element of dishonesty regarding this allegation. He accepted, however, that it was a poor choice of words on his part during the disciplinary meeting with Ms Nash which led to confusion and lack of clarity.
- 28.12 In the disciplinary meeting he had been under pressure, and his use of the word '*seconded*' had been used only to connote that he had been with Ashfords for a short period. He accepted that he had used the wrong word but this had been nothing more than an honest mistake and not a positive attempt to mislead.
- 28.13 Mr Cutland said he had had no reason to mislead BGW. His employment history was recorded by the SRA when he applied for the position at BGW.
- 28.14 He said Ashfords had not been a good fit for him, and he had been unhappy with how Ashfords managed their workloads. This had led him to apply for the position at BGW.
- 28.15 His employment history was never questioned throughout his employment.

The Tribunal's Findings

- 28.16 The Tribunal considered that this allegation turned on Mr Cutland's use of a single word '*seconded*'.
- 28.17 The Tribunal found it implausible that Mr Cutland would select '*seconded*' as a synonym for being employed, albeit for a short period. Mr Cutland, a solicitor of experience, would have known the distinct meaning of the word '*seconded*', particularly within the context of the conversation he was having with Ms Nash, namely a disciplinary interview where he would have been expected to answer questions accurately and truthfully.

- 28.18 Within the same sentence he followed up by saying “I was sent there because John Hodge’s commercial work dried up.” The words “I was sent there” indicates that he was sent by another entity i.e., JHS. This is manifestly not possible because he had left JHS. They could not ‘send’ him anywhere.
- 28.19 The Tribunal did not find credible the explanation that he sought employment with BGW because his short duration, but permanent, role with Ashfords had not worked out. BGW had offered him a role before he joined Ashfords from JHS. BGW wanted to recruit him as part of succession planning. He had asked BGW to wait eight months for his start so that he could remain with JHS until a time when he would no longer be obliged to repay part of his training contract costs, and BGW had agreed. Accordingly, when he left JHS for Ashfords he had accepted a job offer from BGW to start some months later. By not telling BGW that he was working at Ashfords, he was effectively keeping them in reserve in case his job with Ashfords did not work out, as in fact occurred. Then, when asked by Ms Nash about his employment by Ashfords (which someone in BGW had discovered in a Google search), he concealed it by lying so that they would not know that he had taken a job with Ashfords at a time when he had accepted a job offer from them.
- 28.20 The Tribunal found all breaches of the Principles 2019, including dishonesty, proved on the balance of probabilities. The Tribunal found on the balance of probabilities that Mr Cutland’s use of language was not a poor choice of words, but deliberate and calculated to cover an aspect of his employment history that he did not wish to divulge to BGW.
- 28.21 Mr Cutland had known by using the word ‘*seconded*’ he had answered Ms Nash’s question untruthfully and that this would be considered dishonest by the objective standards of ordinary decent people.
- 28.22 The Tribunal found Allegation 3 proved in full.

### **Previous Disciplinary Matters**

29. There were no previous findings.

### **Mitigation**

30. Mr Cutland stated that there was nothing further to add to that which he had set out as part of his case. He asked the Tribunal to find that his level of culpability had been low and that he had not benefited from the misconduct.
31. Although the Tribunal had found dishonesty proved in each allegation, Mr Cutland urged the Tribunal to find exceptional reasons in his case to permit it to impose a sanction less than strike off. When asked by the Tribunal, he did not refer to any specific reason he said was exceptional, save that he said that he derived no personal benefit from any of the three matters alleged. He maintained that the text messages were not as alleged.

## Sanction

32. The Tribunal considered the Guidance Note on Sanction (10<sup>th</sup> Edition, June 2022) (“the Sanctions Guidance”). In doing so the Tribunal assessed the culpability and harm identified together with any aggravating and mitigating factors.
33. Mr Cutland’s motivation for the misconduct was, in respect to Allegation 1, to cover mistakes he had made and to preserve the appearance of complete competence. In relation to Allegation 2, his motivation appeared to be one of self-importance and self-aggrandisement. In relation to Allegation 3 his motivation was likely to conceal an aspect of his employment history he did not wish to divulge, because he had taken a job with Ashfords at a time when he had accepted a role with BGW.
34. In each allegation the Tribunal found the misconduct arose from a conscious decision on his part to follow a certain course of action, although he had not acted in a way which was a clear breach of trust. He had had direct control of or responsibility for the circumstances giving rise to the misconduct in each allegation.
35. In assessing culpability, the Tribunal found Mr Cutland to be fully culpable.
36. In assessing harm, the Tribunal noted Client A had lost money (albeit this was promptly reimbursed by JHS, who themselves sustained the loss of £485.60). There was serious harm to Person A who had experienced humiliation, disappointment, damage to her ability to trust others. She had had her employment and training prospects thrown into jeopardy by what Ms Nash described eloquently as “a cruel fictitious exchange with her, encouraging her to inform her family and her employers about a training contract that did not exist.... without remorse.”. There was no specific harm arising from Allegation 3.
37. The public would expect that a solicitor’s obligations to act honestly, with integrity and to uphold public trust in the profession in all their relationships but particularly those which concerned their professional life and the professional life and well-being of others. The trust the public placed in the profession was blighted when a solicitor engaged in falsehoods.
38. As to aggravating factors, the Tribunal noted three separate and distinct allegations of dishonesty had been proved extending over a prolonged period of time. The misconduct was deliberate and calculated, and in the case of Allegation 2, repeated over many months.
39. Whether Mr Cutland perceived some vulnerability within Person A which he considered could be exploited for self-gratification was not clear. He had, however, attempted to blame Person A as the instigator of the fabricated text messages in what the Tribunal considered to be an unsubstantiated and outrageous attack upon the honesty and integrity of a fellow professional. He had also sought to blame JHS for not following its own procedures when he had deliberately interfered with the procedures.
40. Mr Cutland knew or ought reasonably to have known that the conduct complained of was in material breach of obligations to protect the public and the reputation of the legal profession.



41. Again, quoting from Ms Nash's statement, the profession and the public would be "...utterly appalled by The Respondent's actions, he led Person A, someone he described to me as a friend, to believe that she had been offered a training contract with BGW with no regard for the effect his actions would have on her...her work environment was not good and she was feeling very low. She was very clearly struggling, at that point the Respondent could have stopped with the charade and saved Person A much heartache, but he persisted with his web of lies for his own sense of self-gratification. Throughout the complaint and disciplinary process, the Respondent denied the claims in a nonchalant manner saying that Person A had simply made it all up, at no point did he accept any responsibility for his actions nor show any remorse."
42. Other than a hitherto unblemished record, the Tribunal was unable to identify any mitigating factors in this case. Mr Cutland had shown no insight or remorse whatsoever. His submission that dyslexia contributed to his actions could not account for his sustained dishonesty.
43. The misconduct was so serious that a Reprimand, Fine or Restriction Order would not be a sufficient sanction to protect the public or the reputation of the profession from harm.
44. Mr Cutland was found to have been dishonest. The element of dishonesty was therefore an aggravating factor. Coulson J in Solicitors Regulation Authority v Sharma [2010] EWHC 2022 Admin observed:

"there is harm to the public every time a solicitor behaves dishonestly. It is in the public interest to ensure that, as it was put in Bolton, a solicitor can be "trusted to the ends of the earth"."
45. Also quoting from Sharma, the Sanction Guidance states:

"A finding that an allegation of dishonesty has been proved will almost invariably lead to striking off, save in exceptional circumstances ...." confined to "a small residual category where striking off will be a disproportionate sentence in all the circumstances ...".
46. The Tribunal did not consider there were exceptional circumstances present in Mr Cutland's case such that a lesser sanction was warranted. The protection of the public and public confidence in the profession and the reputation of the profession required no lesser sanction than that Mr Cutland be removed from the Roll.

### **Costs**

47. Mr Johal invited the Tribunal to summarily assess the costs.
48. The quantum of costs claimed by the Applicant was in the sum of £19,699.00.
49. Mr Johal said that the proceedings had been correctly brought by Applicant and it was right that it should recover its costs in doing so. The allegations contained matters of dishonesty and lack of integrity which had been found proved by the Tribunal.

50. The hours claimed by the Applicant were not excessive, the hourly rate was a modest £130 per hour. The costs incurred were reasonable and proportionate in the circumstances of the case and that the Applicant was entitled to its costs save for a pro-rata reduction to mark that the case had not taken five days as previously anticipated but only four days.
51. Mr Cutland made no submissions as to costs, either in principle or amount.

#### The Tribunal's Decision

52. The Tribunal found the case had been properly brought by the Applicant as it had raised allegations of an intrinsically serious and concerning nature requiring the Tribunal's scrutiny. The public would expect the Applicant to have prepared its case with requisite thoroughness and, in this regard, it had properly discharged its duty to the public and the Tribunal.
53. On the face of it the costs claimed were neither unreasonable nor disproportionate.
54. That said, due to the availability of witnesses the hearing had, in real terms, taken three days, albeit this had been spread out over four because of breaks allowed in the hearing at the request of Mr Cutland. The Tribunal found that it was appropriate for the SRA to recover its costs but with a reduction to allow for the reduced time the hearing had taken to conclude in full.
55. Factoring in the hourly rate and consequential preparation time, the Tribunal considered there should be a reduction of £2,180.
56. The Tribunal therefore ordered Mr Cutland to pay the Applicant's costs in the sum of £17,489.00.

#### **Statement of Full Order**

57. The Tribunal Ordered that the Respondent, ANDREW JAMES CUTLAND, solicitor, be STRUCK OFF the Roll of Solicitors and it further Ordered that he do pay the costs of and incidental to this application and enquiry fixed in the sum of £17,489.00.

Dated this 27<sup>th</sup> day of October 2023

On behalf of the Tribunal

P S L Housego  
Chair