

IN THE MATTER OF MOHAMMED IRSHAD, Solicitor

- AND -

IN THE MATTER OF THE SOLICITORS ACT 1974

Mrs E Stanley (in the chair)

Mr S N Jones

Mr M G Taylor CBE

Date of Hearing: 28th May 2002

FINDINGS

of the Solicitors Disciplinary Tribunal
Constituted under the Solicitors Act 1974

An application was duly made on behalf of the Office for the Supervision of Solicitors (“OSS”) by Geoffrey Williams solicitor of 2a Churchill Way, Cardiff, CF10 2DW on 16th January 2002 that Mohammed Irshad solicitor of Empress Road, Derby, might be required to answer the allegations contained in the statement which accompanied the application and that such order might be made as the Tribunal should think right.

The allegations against the Respondent were that he had been guilty of conduct unbecoming a solicitor in each of the following respects namely: -

- a. that he failed to produce accounting documents when requested to do so by a person appointed by the Council of the Law Society, contrary to Rule 27 Solicitors' Accounts Rules 1991;
- b. that he gave misleading information to a member of the Forensic Investigation Unit of the OSS;
- c. that he mandated unauthorised persons to operate his client bank account contrary to Rule 11 (6) Solicitors' Accounts Rules 1991 and (after 1st May 2000) contrary to Rule 23 Solicitors' Accounts Rules 1998;

- d. that he failed to maintain properly written-up books of account contrary to Rule 11 Solicitors' Accounts Rules 1991 and (after 1st May 2000) contrary to Rule 32 Solicitors' Accounts Rules 1998;
- e. that he drew monies out of his client account otherwise than in accordance with Rule 7 Solicitors' Accounts Rules 1991 contrary to Rule 8 of the said Rules and (after 1st May 2000) contrary to Rule 22 Solicitors' Accounts Rules 1998;
- f. that he paid his own funds into his client bank account contrary to Rule 3 Solicitors' Accounts Rules 1991;
- g. that he retained funds in his office account contrary to the Solicitors' Accounts (Legal Aid Temporary Provision) Rule 1992;
- h. that he failed to account promptly to Solicitors;
- i. that he failed to disclose material information to a client;
- j. that he misapplied mortgage advances;
- k. that he failed to pay the fees of Counsel as the same fell due;
- l. that he used misleading professional notepaper;
- m. that he delivered an Accountant's Report late notwithstanding the terms of Section 34 Solicitors Act 1974 and the Rules made thereunder;
- n. that he failed to deliver an Accountant's Report notwithstanding the terms of Section 34 Solicitors Act 1974 and the Rules made thereunder;
- o. that he failed to reply to correspondence from a client and from Solicitors on behalf of the said client;
- p. that he gave misleading information to a Court;
- q. that he failed to reply to correspondence from the OSS.

Application for an Adjournment

1. By letters dated 23rd and 27th May 2002 Mr Irshad had applied for an adjournment of the substantive hearing listed for 28th May 2002. Prior to the substantive hearing the Tribunal considered the application for an adjournment. The OSS was represented by Geoffrey Williams solicitor and partner in the firm of Geoffrey Williams and Christopher Green, Solicitor Advocates of 2a Churchill Way, Cardiff, CF10 2DW and the Respondent did not appear and was not represented.

The Submissions of Mr Irshad

2. The submissions of Mr Irshad in relation to the application for an adjournment were set out in his letters of 23rd and 27th May 2002.
3. In his letter of 23rd May Mr Irshad wrote as follows

“As explained I am encountering a number of severe difficulties in dealing with the situation.

Before the intervention I had suffered a heart attack and was under observation for stress. I did make this fact known to the intervention team. Since the intervention in July of last year I have been suffering from depression and hypertension. It got to a stage where I did not leave the house for months on end because I would suffer panic attacks.

My wife did contact the clerk’s department and might also have spoken to Mr Williams, the Applicant. However, she had two young children to care for in my effective absence and could not progress matters further.

Although I feel that I have been through hell and back in the last eleven months I do feel well enough now to conduct a semblance of a defence. With that in mind I have been busy trying to contact the names given on the list of advocates who might be able to represent me. Although, I have been prepared to travel to see them, even as far afield as Kettering, I have not been able to secure representation because of the urgent nature of the case.

In the circumstances I am left with no alternative but to request an adjournment to allow me to be properly represented. I am not seeking to delay proceedings and only request a brief extension to allow me to respond to the allegations. I am not exaggerating when I say that I have not been able to even look at the documents disclosed until the start of this last week. I have not had the presence of mind to be able to cope with it.

I have contacted my GP to request a medical report to confirm my condition. Unfortunately, he has indicated he will not be able to provide one until Monday 27th May. I shall, of course, fax it to all concerned without delay when I am in receipt of it.

I would urge you to give consideration to my request. It is my intention to deal with the allegations. I do appreciate that it is late in the day to make such an application but hope you will bear in mind all the above factors and give me the opportunity to respond.”

4. In his letter of 27th May Mr Irshad wrote

“I write further to my telephone call today. I was intending to get confirmation of the receipt of the medical report I faxed through to you on Friday.

I was told, however, that although the report had been received it is not in the correct format and there is no prognosis. Also, it has been pointed out to me that there is no date on the report. I must admit that in my haste to fax it out on Friday 24th May I had failed to notice this. I will ask my GP to remedy this.

As to the report itself I would make the point that, notwithstanding the format of the report, what it states is correct and very important to my case. I have explained that I will attempt to obtain the report in the correct format as soon as possible and submit this to the Tribunal.

I would ask the Tribunal to give the contents of the report the weight they deserve. The matters raised could not be more serious and have had a profound impact on my life.

I am contacting my GP today to obtain a detailed report relating to all the matters he has mentioned together with the prognosis. I will submit this to the Tribunal as soon as I have it. It is unlikely to be before tomorrow, however.”

5. Also before the Tribunal was a medical report from Mr Irshad’s general practitioner who wrote

“I am aware that Mr Irshad has recently had problems related to his work situation. He had previously been suffering from stress related conditions and left side pains since then.

However, after the closure of his office, he became increasingly depressed. I was concerned to learn from his wife that he had begun to contemplate suicide. I have kept him under constant observation and he has been given fluoxetine anti-depressant. He continues to get panic attacks and anxiety related symptoms and remains in a delicate state.

He is greatly supported by his wife and family and he has benefited greatly from the support of his family. He is a honest, hard working, reliable patient and can get on with other people.”

The Submissions on behalf of the OSS

6. Mr Williams had spoken to Mr Irshad on 23rd May and had told him that he would be ready to proceed and would invite the Tribunal to proceed unless there was cogent medical evidence.
7. Mr Irshad had submitted only a short undated note from his general practitioner although Mr Williams was not asserting that the note was not contemporaneous.

8. Mr Williams said that this was the first occasion on which the matter had been listed and that Mr Irshad was not in practice. This was nevertheless a serious case and the Tribunal would need to balance the interests of the public in the judicious expedition of the case with the seriousness of the case Mr Irshad had to meet.
9. Mr Irshad had said on the telephone that his health was such that he had been unable to address the matter until recently.
10. Mrs Irshad had spoken to Mr Williams on the telephone on 27th February 2002 to say that Mr Irshad was not in good health and that the house had been repossessed. Mr Williams had said at that stage that it was important that medical evidence be obtained and that Mr Irshad took advice.
11. Mr Irshad had been notified of the date of the substantive hearing on 10th April. Until the telephone call of 23rd May Mr Williams had heard nothing from Mr Irshad after the telephone conversation with Mr Irshad's wife.

The Decision of the Tribunal in Relation to the Application for an Adjournment

12. The Tribunal noted that the only medical evidence available to it was an undated letter from Mr Irshad's general practitioner, which was not particularly helpful. The Respondent had been on notice of the proceedings and indeed of the hearing date for a sufficiently long period. Legal representation could be found if there was a will to find it. In view of the length of notice the Respondent had had and in view of the very serious nature of the allegations the Tribunal considered that in the interest of the public the substantive hearing should proceed. Mr Irshad's application for an adjournment was refused.

Substantive Hearing

13. The application was heard at the Court Room, 3rd Floor, Gate House, 1 Farringdon Street, London EC4M 7NS on 28th May 2002 when Geoffrey Williams solicitor and partner in the firm of Geoffrey Williams and Christopher Green, Solicitor Advocates of 2a Churchill Way, Cardiff, CF10 2DW appeared as the Applicant and the Respondent did not appear and was not represented.
14. At the conclusion of the hearing the Tribunal ordered that the Respondent Mohammed Irshad solicitor of Empress Road, Derby, solicitor be struck off the Roll of Solicitors and they further ordered him to pay the costs of and incidental to the application and enquiry fixed in the sum of £14,182.75p.

The facts are set out in paragraphs 15 to 174 hereunder:-

15. The Respondent born in 1966 was admitted a solicitor in 1994 and his name remained on the Roll of Solicitors.
16. At all material times the Respondent carried on practice as a solicitor in partnership and latterly on his own account under the style of Irshad's Solicitors, 93-95 Pear Tree Road, Derby, DE23 3QB. Such practice ceased on or about 23rd July 2001 upon intervention by the Law Society.

17. Upon notice duly given to the Respondent an inspection of his books of account was carried out by the Forensic Investigation Unit of the OSS. A copy of the Report prepared upon that inspection and dated 5th July 2001 was before the Tribunal.
18. During an initial interview with the Investigation and Compliance Officer, Mr C, on 28th March 2001 the Respondent said that he maintained a client and an office account at Barclays Bank Plc. He said that he would obtain a certificate of balance and confirmation of accounts kept. No such documents were produced.
19. During the inspection Mr C noted standing orders from office bank account to a “commercial mortgage account” and a “business loan account”. Mr C asked the Respondent for statements to be produced but no such statements were produced.
20. During the initial interview the Respondent said that he alone could operate client account and that office account could be operated alone either by himself or his brother Mr J R.
21. On 3rd May 2001 the Respondent produced copies of bank account mandates which showed that both client and office bank accounts could be operated alone by either of the Respondent’s two brothers, Mr J R and Mr D R.
22. The Respondent admitted that neither of his brothers was permitted under the Solicitors’ Accounts Rules to make withdrawals from client account and that their inclusion on the client account mandate had been a mistake by the bank. He contended that whether the mandate was correct or not, in practice the bank accounts were operated solely by himself.
23. During the initial interview the Respondent said that his office bank account overdraft facility at Barclays Bank Plc was currently £20,000.00. An examination of the office bank account statements by Mr C showed that the limit was in fact £17,500.00, having been increased on or around 6th June 2000 from £10,000.00.
24. On 29th March 2001, Mr C asked for a copy of the bank overdraft facility agreement. No such document was produced.
25. On 24th May 2001 the Respondent said that the overdraft facility shown on the bank statements (currently £17,500.00) was a “technicality” and that in practice, he was allowed to operate an overdraft in excess of £20,000.00 as the balances shown by his bank statements demonstrated.
26. Mr C noted that the books of account were not in compliance with the Solicitors’ Accounts Rules.
27. During the initial interview the Respondent said that client account was up-to-date and that ‘office’ might not be fully written up, but that he would check with his cashier. An examination of the books of account by Mr C showed the following:

Client Account

28. As at 28th February 2001, the client ledger accounts had been written up and reconciled to the client bank account.
29. However in an interview with Mr C on 24th May 2001, the Respondent admitted that
- (i) The books were not written up from the start of the practice.
 - (ii) The books were written up to 30th April 1999 only in “early 2000” just prior to the submission of the first Accountant’s Report.
 - (iii) Overpayments had been made by 31st May 1999 which were still in existence up to 18 months later.
 - (iv) Action had not been taken in respect of overpayments made between 31st May 1999 and 30th October 2000 until 30th November 2000.
 - (v) A Suspense Account had been operated in the clients’ ledger in the manner noted in paragraphs 96 to 109 below.
 - (vi) The Suspense Account had been overdrawn between September 1998 and 31st October 2000, to a maximum figure of £14,012.13 as at 19th May 2000.
 - (viii) As at 24th May 2001, the books of account had only been partially written up to 20th March 2001 and had not been reconciled since 28th February 2001.

Office Account

30. As at 28th February 2001, the office bank account cashbook had only partially been written up and then only for the period 1st June 1999 to 22nd December 2000. The cashbook had not been cast nor reconciled to the office bank account statements. No entries had been posted to the office columns of the relevant accounts in the clients’ ledger.
31. The Respondent said that it had been his priority to bring the client account up-to-date and sort out the problems that existed there before dealing with the office side.
32. The Respondent explained that in 1998 the business had started rapidly and he had no time for administration or to set up procedures. He added that this had “snowballed” and it had become more and more difficult to go back, which was only done in “early 2000” when the whole scope of the problem came to light.

Liabilities to Clients

33. Mr C identified a cash shortage on client account as at 28th February 2001 of £35,533.49. Mr C also found that the Respondent had made an overpayment of £15,000.00 during March 2001 and this increased the shortage to £50,535.49.

34. The cash shortage was caused as follows

(i)	Misuse of client's funds re F	£309.60
(ii)	Unpaid professional disbursement and previously nominated solicitor's costs incorrectly retained in office bank account in a legally aided matter re H	£4,738.13
(iii)	Improper transfers from client to office bank Account in respect of three clients – (a)SH, (b)K, and (c)H	£5,356.98
(iv)	Shortages contained within the suspense account	£19,755.80
(v)	Overpayments	£5,374.98
(vi)	Overpayments re A (16.03.01)	£15,000.00

35. The Respondent agreed to the existence of a cash shortage in respect of items (ii), (iii) (b) and (c), (iv), (v) and (vi) totalling £47,803.04.

36. The Respondent did not agree that a cash shortage existed in respect of items (i) and (iii)(a) totalling £2,732.45 but said that he would replace these items.

37. The Respondent said that he had taken action in respect of a number of items and that he would take action in respect of the remaining items totalling £8,357.66 by the week ending 1st June 2001 and would notify Mr C when he had done so. As at the date of the Report no such notification had been received.

(i) Misuse of Clients Funds re F - £309.60

38. The Respondent had acted for Mr F in connection with a litigation matter.

39. On 14th May 1999 an amount of £2,025.00 was lodged in client bank account. The client account paying-in-book showed two items recorded thus –

£1,025.00	Mr S re Reeves Road
<u>£1,000.00</u>	A R Limited
<u>£2,025.00</u>	

40. The client account cash account book showed three receipts dated 14th May 1999 thus –

<u>Client Name</u>	<u>Client Ref.</u>	<u>Amount</u>
S Re Reeves Road	S28	£1,025.00
A R	F2	690.40
M R	Misc.	<u>309.60</u>
		<u>£2,025.00</u>

It was noted that £690.40 + £309.60 = £1,000.00

41. Mr F's account in the clients' ledger, reference 'F2', showed that £690.40 had been received from Mr F and lodged in client bank account on 14th May 1999.

42. An examination by Mr C of the relevant client's matter file showed no correspondence or documentation to confirm the amount of the payment from the client which had been lodged in client bank account on 14th May 1999.

43. The purported receipt of £309.60, allocated to an account reference 'MISC.' was found by Mr C allocated to a ledger card titled 'M R' which had no matter detail and no alpha-numeric ledger card reference number. The entries on this card were as follows –

<u>Date</u>	<u>Details</u>	<u>Debit</u>	<u>Credit</u>	<u>Balance</u>
14.05.99	Received		£309.60	£309.60 credit
27.05.99	Rec'd Loughborough BS		£4,690.40	£5,000.00 credit
01.06.99	M R	£5,000.00		NIL

44. On 4th April 2001 Mr C asked the Respondent about this matter and the Respondent said that this transaction showed the payment of £5,000.00 to Mr R in connection with a personal family debt of the Respondent.

45. Mr C asked the Respondent to explain why Mr R would pay £309.60 to the Respondent only for the Respondent to repay a £5,000.00 debt a few days later. The Respondent said that the purported receipt of £309.60 was not in fact a receipt from Mr R but that he had transferred £309.60 from office to client bank account in order to hold a 'round' £5,000.00 in client bank account in anticipation of repaying the loan.

46. Following an examination of the bank statements, Mr C said to the Respondent that he could not see a transfer of that amount on or around the 14th May 1999. The Respondent said he would look for the transfer and get back to Mr C.

47. In a subsequent interview on 3rd May 2001, the Respondent said a £5,000.00 loan had been made to his father's family business some three or four months before it was repaid. He added that he was unsure of the precise date. He confirmed that the loan was not to his practice as a solicitor and it had not been paid into either client or office bank account. He explained that as the eldest son of the family, it had fallen to him to repay the debt and he had done so on 1st June 1999.

48. In the final interview with Mr C on 24th May 2001 the Respondent admitted that it had been a mistake, caused by acting in haste, to use client account to repay the loan to Mr R.

49. The Respondent said that he had not been able to find the transfer of £309.60 from office to client bank account on the bank statements.

50. Mr C asked the Respondent why the paying-in-book showed a receipt of £1,000.00 from Mr F but the cashbook and ledger card showed receipts of only £690.40 and he said "because one of the entries is incorrect".

51. Mr C put it to the Respondent that he had never transferred £309.60 from office to client bank account on or around 14th May 1999; that in fact on 14th May 1999 he had lodged in client bank account an amount of £1,000.00 from Mr F's company, A R; that he had allocated only £690.40 of this amount to the correct client ledger account;

that he had misused the balance of £309.60 by allocating it to an unconnected ledger account, which was in fact a family matter, where he had needed funds to repay a debt and which properly should not even have been in the clients' ledger. The Respondent said that was not correct and that he had not misused clients' money.

52. The Respondent did not agree that a cash shortage of £309.60 existed, but agreed to replace £309.60 into client bank account until such time as he could find the office to client transfer.
- (ii) Unpaid professional disbursement and previously nominated solicitors' costs incorrectly retained in office bank account in a legally aided matter re H – £4,738.13.
53. On 15th January 1999, the firm (the Respondent) was instructed to act for Mr & Mrs H in connection with childcare proceedings, for which action Legal Aid Certificates had been issued. The matter was concluded on 17th June 1999. Messrs Moody & Woolley, Solicitors of Derby, had previously been instructed by Mr & Mrs H in connection with this matter. Details of a complaint from Messrs Moody & Woolley in respect of this matter were set out in the Report.
54. On 28th June 2000, an amount of £7,635.18 was lodged in office bank account in respect of a payment of fees and expenses from the Legal Aid Board.
55. No client ledger account had been written up to reflect the receipt noted above.
56. An examination by Mr G of the relevant client's matter file, produced for inspection by the Respondent, failed to show any documentation supporting this receipt.
57. At the request of Mr C the Respondent obtained copies of his bill and 'CLAIM 1' form from his costs draftsman.
58. An examination of these documents showed that the payment from the Legal Aid Board contained not only his firm's profit costs and paid disbursements but the profit costs and disbursements of Messrs Moody & Woolley totalling £1,924.00 and the unpaid medical report fee of Mr P H totalling £2,814.13
59. In the final interview with Mr C on 24th May 2001 the Respondent agreed to the existence of a cash shortage of £4,738.13 caused by his failure to either pay the above noted disbursement and costs of Messrs Moody and Woolley or to transfer a similar amount to client bank account. He said that he would replace the cash shortage in the week ending 1st June 2001 and notify Mr C when he had done so.

(iii) Improper Transfers - £5,356.98

60. On 21st February 2001, client bank account was charged with an amount of £5,000.00 in respect of a client to office bank account transfer purportedly in respect of costs. An examination of the clients' cashbook showed that the transfer was made up of five individual client matter transfers. Three of the individual client matters, totalling £4,585.00 together with further transfers on these matters totalling £771.98 were set out in the Report.

61. On 24th May 2001 Mr C asked the Respondent if it was the case that these three individual client matter transfers of £4,585.00 were all improper and why they were part of a larger, round sum transfer of £5,000.00. The Respondent said “it’s not a case of just transferring” but he “would have looked at what is due” and “we’ve come unstuck because we’ve not billed correctly – apart from H, which was stamp duty.”

(iii)(a) Improper Transfer re SH - £2,422.85

62. The Respondent acted for Mr SH in connection with a purchase for £12,000.00. Completion took place on 12th March 2001.
63. On 21st February 2001 following the receipt of £12,000.00 from Mr SH on 30th January 2001 and a further receipt of £265.00, in respect of costs and disbursements on 16th February 2001 the relevant account in the clients’ ledger was charged with a client to office bank account transfer of £2,422.85.
64. No client care or costs information letter was noted on the file.
65. The matter file contained, inter alia, the following four documents:-
- (i) A ‘Checklist – acting for the buyer’ dated 26th January 2001, which recorded ‘our fees £150.00, office copies £20.00, registration fee £40.00, priority protection search £25.00, bank charges £30.00 and total £265.00’
 - (ii) A file note dated 29th January 2001, which stated ‘Our client has not paid us our fees of £265.00. We need this before we can exchange contracts’.
 - (iii) A letter to the client dated 12th February 2001, which stated inter alia, ‘Could you please forward to us the amount of £265.00 in respect of our fees including disbursements’.
 - (iv) A receipt dated 15th February 2001 for a cheque of £265.00 received from Mr SH for ‘Fees & Disbursement’.
66. The ‘bills folder’ contained, inter alia, the following two documents –
- (i) A completion statement dated 5th January 2001 showing ‘our fees £750.00’ and ‘balance required from you £12,810.00’
 - (ii) A bill dated 15th January 2001 containing the detail – ‘Acting in connection with your boundary dispute. Taking detailed instructions. Researching documentation. Legal research’
15.5 hours @ £100 per hour - £1,550.00
8 telephone calls @ £15 per call - £120.00
1 letter @ £30.00 per letter – £30.00
Total costs - £1,700.00
67. In the final interview with Mr C on 24th May 2001, the Respondent said that he had transferred an amount of £2,422.85 on account of fees and disbursements. He agreed

that the four documents referred to by Mr C indicated that his costs and disbursements in respect of the purchase amounted to only £265.00 and he confirmed that he had received this amount on 15th February 2001. He described this amount as only the “basic fee” and said that somehow Mr SH’s total fees had amounted to £2,422.85. He was neither able to explain how this amount had been arrived at nor show Mr C any documentation that demonstrated how he had informed Mr SH of the same.

68. The Respondent was also unable to explain the two bills of cost for £750.00 and £1,700.00 and said that he would have to go through the file again.
69. Mr C asked the Respondent to agree that there had been no bill nor written intimation of costs of £2,422.85 delivered to the client and that consequently, the transfer of that amount was improper. The Respondent said he would have to look at the matter again but “that sum was indicated to the client” and he did not agree to the existence of a cash shortage.
70. The Respondent then admitted that he had completed the purchase on 12th March 2001 without sufficient funds in client bank account because the costs transfer had been done before the costs had “come in” from the client. He admitted that he was “culpable” and added that he had had “a firm belief the money would come” from Mr SH.
71. The Respondent said that on 1st May 2001, he had lodged an amount of £2,217.85 in client bank account, which he said was cash received from SH in respect of the firm’s costs. The Respondent produced no documentary evidence however, from his client to support this payment.
72. Mr C asked the Respondent if he would replace the remaining cash shortage of £205.00 (£2,422.85 - £2,217.85) and he said he would do so after checking the file.

(iii)(b) Improper Transfers re K - £1,469.13

73. The Respondent acted for Mr & Mrs K in connection with the sale of a property on 13th November 2000.
74. The relevant account in the clients’ ledger showed that an amount of £99,530.87 was paid to ‘J K’ on 20th November 2000 and then the balance of the sale proceeds of £1,469.13 (£101,000.0 - £99,530.87) was transferred to office bank account in three separate transfers as follows –

<u>Date</u>	<u>Transfer Amount</u>
29.11.00	£150.00
12.01.01	£181.98
21.02.01	<u>£1,137.15</u>
	<u>£1,469.13</u>

75. An examination by Mr C of the client’s matter file and the ‘bills folder’ failed to show any bills of cost in an amount the same as any of the three individual amounts transferred or the total amount transferred.

76. Additionally, no client's instructions or subsequent correspondence with the clients was noted on the matter file. In addition no client care or costs information letter was noted on the file.
77. The 'bills folder' contained, inter alia, the following two documents –
- (i) A completion statement dated 3rd November 2000 which showed the sale price (£101,000.00) less 'Our fees' of £1,200.00 leaving a 'Balance due to you on completion of £99,800.00.
 - (ii) A bill for £275.00 addressed to Mr & Mrs K and dated 20th December 2000. The narrative read as follows –

're: Acting for you in connection with your boundary dispute matter.'
 'Taking instruction and legal research'
 'Our agreed fee £275.00'
78. Mr C noted no evidence to indicate that the completion statement had been sent to the clients. Mr C was also unable to find a reconciliation of the amount stated as payable (£99,800.00) to the amount, which was, actually paid (£99,530.87) on 20th November 2000.
79. In an interview on 2nd April 2001 with Mr C the Respondent admitted that he had not delivered a bill or bills of cost amounting to £1,469.13 to his clients. The Respondent contended that his total costs were £1,475.00 and he said this was based on the completion statement showing 'Our Fees' of £1,200.00 and the bill for £275.00.
80. The Respondent then produced a second client matter file headed 'Mr J K Boundary dispute'. An examination of this matter file by Mr C showed that its entire contents were five A4 size sheets of paper and receipt of posting of a letter.
81. On 2nd April 2001 the Respondent further admitted to Mr C that he had not paid deposit interest to the clients in connection with this matter. He said that he had not calculated an equivalent amount (funds retained in general client bank account) but would do so.
82. In the final interview with Mr C on 24th May 2001 the Respondent agreed that the transfers totalling £1,469.13 were improper "under the rules". He said however that the amount of costs had been indicated to Mr K although not in the form of a bill in a specific amount.
83. The Respondent agreed that "under the rules" a cash shortage of £1,469.13 had been created and he said that he would replace that amount and then deliver a bill to his client.
- (iii)(c) Improper Transfers re H - £1,465.00
84. The Respondent acted for Mr and Mrs H in connection with the purchase of a property for £102,500.00 to be funded in part by a mortgage advance of £99,015.00

from Lloyds TSB Bank Plc for whom the firm also acted. Completion took place on 14th July 2000.

85. Following completion, the relevant account in the clients' ledger was charged with two payments, properly made from the client's funds, two telegraphic transfer fees and the balance extant on the client's ledger as at 31st October 2000 was £1,465.00. Thereafter four transfers from client to office bank account, totalling £1,465.00 were made as follows –

<u>Date</u>	<u>Transfer Amount</u>
02.11.00	£200.00
20.11.00	£200.00
12.01.01	£40.00
21.02.01	<u>£1,025.00</u>
	<u>£1,465.00</u>

86. An examination by Mr C of the client's matter file and the 'bills folder' failed to show any bills of cost in an amount the same as any of the four individual amounts transferred or the total amount transferred.
87. Additionally, no client's instructions or subsequent correspondence with the clients was noted on the matter file. In addition no client care or costs information letter was noted on the file.
88. The 'bills folder' contained, inter alia, the following two documents –
- (i) A completion statement dated 16th October 2000 which showed 'Our Fees' of £800.00 leaving a 'Balance due to you' of £665.00
 - (ii) A second completion statement dated 4th December 2000 which also showed 'Our Fees' of £800.00 but additionally showed 'Further Fees incurred in connection with research on Title and Covenants contained in deeds – 7 hours @ £100 per hour - £700.00', leaving a 'Balance due from you' of £35.00.
89. Mr C noted no evidence to indicate that either completion statement had been sent to the clients.
90. In an interview on 2nd April 2001 with Mr C the Respondent admitted that he had not delivered to his clients a bill of costs amounting to £1,465.00 nor bills of cost in the same amounts as the individual transfers.
91. The Respondent also admitted that he had not stamped or registered the Transfer. The Respondent confirmed that he had been put in funds, prior to completion, by his clients and that these monies (Stamp Duty of £1,025.00 and HM Land Registry fees of £200.00) had made up part of the amount of £1,465.00 retained in client bank account post completion.
92. The Respondent agreed that he had consequently failed to comply with his Undertaking given to Lloyds TSB on 4th July 2000 to 'carry out all post

completion requirements ... and to forward the title deeds and documents to you without delay.’

93. The Respondent said the file had become a “mess” because his conveyancing clerk had left during the completion of this matter.
94. On 4th April 2001 an amount of £1,225.00 was lodged in client bank account, said by the Respondent to be from his personal resources, to replace that part of the cash shortage in this matter that related to the unpaid Stamp Duty and H M Land Registry fees.
95. In the final interview with Mr C the Respondent agreed that the transfers totalling £1,465.00 were improper and that they created a cash shortage of that amount. He said that he would replace the remaining cash shortage of £240.00 (£1,465.00 - £1,225.00) and then deliver a bill to his client.

(iv) Shortages Contained within the Suspense Account - £19,755.80

96. Mr C noted that a suspense account had been maintained in the clients’ ledger with the earliest entry dated September 1998. Following an examination of the two hundred and seventy seven entries, Mr C produced a ‘Summary of Entries’ which was appended to the Report.
97. Between September 1998 and 17th October 2000, the Suspense Account was charged with the following payments and transfers to office bank account –
- | | | |
|-----|--|-------------------|
| (a) | Credit Card Payments from Client Bank Account | £800.00 |
| (b) | Cash Payments from Client Bank Account | £334.00 |
| (c) | Bank Charges Debited to Client Bank Account | £261.80 |
| (d) | Telegraphic Transfer Fees Debited to Client Bank Account | £1,260.00 |
| (e) | Improper Transfers from Client to Office Bank Account | <u>£17,100.00</u> |
| | | <u>£19,755.80</u> |
98. On 24th May 2001 Mr C asked the Respondent about the above noted items.

(a) Credit Card Payments from Client Bank Account - £800.00

99. The Respondent agreed that two credit card payments of £400.00 each on 27th May 1999 should not have been charged to client bank account and that the payments created a cash shortage of £800.00. He said that it had been a mistake by the bank because he paid his credit card accounts by telephoning the bank and authorising transfers from his office or personal accounts to his credit card accounts.

(b) Cash Payments from Client Bank Account - £334.00

100. The Respondent agreed that the two cash withdrawals of £200.00 and £134.00 on 1st June 1999 and 6th August 1999 respectively, should not have been charged to client bank account and that the payments created a cash shortage of £334.00. He said that

he did not know how or why they had been made and that he would check with the bank.

(c) Bank Charges Debited to Client Bank Account - £261.80

101. The Respondent agreed that bank charges should not have been paid from client bank account and that the payments created a cash shortage of £261.80. He said that it had been the bank's mistake.

(d) Telegraphic Transfer Fees Debited to Client Bank Account - £1,260.00

102. The Respondent agreed that telegraphic transfer fees should not have been paid from client bank account and that the payments created a cash shortage of £1,260.00. He said that it had been a huge mistake by the bank and they had clearly been instructed not to do this.
103. The Respondent said that he had taken action in respect of the cash shortage on 31st October 2000 by allocating the telegraphic transfer fees to the individual client ledger accounts to which they related.

(e) Improper Transfers from Client to Office Bank Account - £17,100.00

104. Six client to office bank account transfers were made in the following amounts on the dates shown –

18.06.99	£5,000.00
09.07.99	£2,500.00
26.07.99	£1,970.00
30.12.99	£1,500.00
22.02.00	£3,630.00
14.04.00	<u>£2,500.00</u>
	<u>£17,100.00</u>

105. The Respondent said that the transfers had been on account of costs. Mr C asked the Respondent why had they not been allocated to the individual client ledger accounts to which they related if they were on account of costs and the Respondent said because in the "early days" they had been made on a "haphazard basis" when he thought money was due.
106. Mr C put it to the Respondent that when the transfers had been made he had no idea to which, if any, matters they related. He said that he did have an idea to which matters they had related, but the problem was that he would lose or forget the pieces of paper, which showed the make up of the transfers.
107. The Respondent agreed that the transfers were improper and that they created a cash shortage but he said that they did relate to fees that were due. He added that regular transfers of costs had not been done and that undrawn costs had been retained in client bank account against which these transfers had been made.

108. The Respondent contended that he had taken action in respect of the cash shortage of £17,100.00 on 31st October 2000, by making ninety-nine book transfers, of amounts properly available to him in respect of costs and disbursements, from respective individual client ledger accounts to the Suspense Account.
109. Mr C said that this method of withdrawal of costs from client account was not permitted under the Solicitors' Accounts Rules. The Respondent noted the point. He said however that he did not accept that an amount of £17,100.00 needed to be transferred back to client account.

(v)(a) Overpayments Extant at 31st October 2000 - £5,372.98

110. Between 31st May 1999 and 31st October 2000, overpayments varying in amount between £6.58 and £2,497.90 and totalling £5,372.98 had been made on account of twelve matters.
111. The Respondent agreed that the overpayments had been made and said that they had been made in error and were replaced on discovery but the process of discovery had been protracted and was not completed until November 2000.
112. The Respondent contended that he had taken action in respect of the resulting cash shortage on 30th November 2000 by making twelve book transfers of amounts properly available to him in respect of costs and disbursements which had previously been transferred to the Suspense Account and were then transferred to the respective overdrawn individual client ledger accounts.
113. Mr C said that this method of withdrawal of costs from client account was not permitted under the Solicitors' Accounts Rules and the Respondent noted the point but said that he did not accept that the amount of the overpayments needed to be transferred back to client account.

(vi) Overpayment re A £15,000.00

114. The Respondent acted for Mr A in connection with his proposed purchase of a petrol station, of which Mr A was the tenant.
115. On 15th March 2001 an amount of £15,000.00 was lodged in client bank account from Mr A in respect of the purchase deposit.
116. On 16th March the Respondent sent a client account cheque in respect of the deposit to the vendor's solicitors.
117. Mr A's cheque was subsequently not met on presentation and it was returned and debited against client bank account on 20th March 2001.
118. A replacement cheque from Mr A was lodged in client bank account on 4th April. This was also returned unpaid on 9th April and subsequently was represented four further times but was returned unpaid each time.
119. No ledger account had been written up to reflect this.

120. On 16th May 2001 the Respondent admitted to Mr C that he had drawn against Mr A's uncleared cheque and that he had created an overpayment of £15,000.00 which he had been unable to replace. He said that he had done this because he had had to act swiftly to secure the purchase of the petrol station and that he knew the client well and had no doubt that the funds would be replaced. He said that Mr A had been unable to complete the purchase and the £15,000.00 had been retained by the vendor's solicitors against rent payable by Mr A.
121. After contacting the client the Respondent told Mr C that he would be put in funds by the client the following day failing which he would take some deeds of family owned properties to the bank to raise the requisite funds.
123. In the final interview with Mr C the Respondent said that he had become aware that Mr A's cheque had bounced some "seven to nine days" after it had been lodged in client bank account. He had immediately realised that he had used other client's money to pay the vendor's solicitors and had contacted his clients and been given a replacement cheque, which he had lodged in client bank account on 4th April but which had not been met on presentation.
124. The Respondent had said that the matter had been complicated by the retention of the £15,000.00 by the vendor's solicitors against rent payable by Mr A but the Respondent knew that his client would pay him the £15,000.00. He added that he had not been in a position to replace it himself.
125. The Respondent said that he had obtained a third cheque from Mr A dated 16th May 2001 which he had lodged in client bank account on 21st May 2001. He said, on 29th May 2001, that he was not aware that the cheque had "bounced" this time.
126. Mr C asked the Respondent why he had not brought this matter to Mr C's attention during the inspection. The Respondent said he knew it would "come out" but it would look better if it had been put right before Mr C discovered it. He said "It wasn't something deliberately overlooked".

Other Matters

(1) Incorrect Use of Client Bank Account for Principal's Personal Property Transaction and Overpayment Replaced Prior to the Inspection - £2,450.00

127. In an interview with Mr C on 4th April 2001 the Respondent admitted that he had used client bank account for the purchase of a property in Derby, in his own name. He said that completion took place on 28th May 1999 and that the purchase price was £49,000.00 which had been funded by two remortgages from the Loughborough Building Society, secured on other properties owned by his family, (further details of which are set out below).
128. The Respondent said that he had exchanged contracts on 22nd April 1999 and paid a deposit of £2,450.00 to the vendor's solicitors. The Respondent admitted that no funds were available to make this payment and the payment had created a cash shortage of £2,450.00.

129. The Respondent said that he then lodged a cheque of £2,450.00 in client bank account on the following day, 23rd April 1999, drawn on an account in the name of his father, Mr M R, but that the cheque was not honoured on presentation.
130. The Respondent agreed that the cash shortage was not replaced until 27th May 1999, when funds from the Loughborough Building Society were lodged in client account in order to complete the purchase.
131. Mr C asked the Respondent when he had become aware that his father's cheque had bounced and what had he then done about it. The Respondent said that he had become aware of it 'around the end of April' but that he had done nothing about it until completion, because he had been unable to deal with it before then. He added that was not an intentional act but that it had been overlooked. He conceded that the matter was not given the priority it should have had.
132. In the final interview with Mr C, the Respondent agreed that he had paid the deposit before he was put 'in funds'. Mr C asked the Respondent that surely, given the personal nature of the transaction, he must have known that he was not 'in funds' when he paid the deposit and he said that he knew, ultimately, the money would be there. He said that if the cheque had cleared, there would have been a timing difference of only one day and he explained that the deposit cheque had been required urgently to secure the withdrawal from auction of the property.

(2) Misuse of Loughborough Building Society Funds in a Conveyancing Transaction where the Respondent acted for Members of his Family - £53,910.00

133. The Respondent said that Mr K had acted for his brothers D & J R, in connection with their respective purchases of 73 and 77 St James Road. Both purchase prices were £30,000.00 and they were to be funded, in part, by mortgage advances of £26,935.00 and £26,975.00 from Loughborough Building Society, for whom the firm also acted.
134. An examination of the client matter files produced for inspection, showed that the vendors were J R (73 St James Road) and M R and G B (77 St James Road) respectively.
135. On 27th May 1999, two telegraphic transfers of £26,935.00 and £26,975.00 totalling £53,910.00 were lodged in client bank account in respect of the mortgage advances from the Loughborough Building Society.
136. The relevant accounts in the clients' ledger however showed only lodgement of £40.00 from the Loughborough Building Society on 27th May 1999 and a payment of £40.00 to the Land Registry on 18th June 1999.
137. In the final interview with Mr C on 29th May 2001, the Respondent said he had not been able to find any documentation from the Loughborough Building Society. He said that the vendors of 77 St James Road, M R and G B, were in fact his father and mother. He said that Mr K (a former partner who left the practice in July 1999) had acted for both parents and Mr J R as vendors of the respective properties.

138. Mr C asked the Respondent if he had used the two mortgage advances to purchase 73 and 77 St James Road and he explained that those properties were both family owned and mortgage free and they were sold to raise money to fund the Respondent's purchase in Derby.
139. When asked whether any funds whatsoever had passed through client bank account in respect of these purchases, he said that only the Loughborough Building Society mortgages had.
140. Mr C asked the Respondent if he had informed the Loughborough Building Society of any of these matters and he said that he had. Copies of the Building Society's file, obtained by Mr C, but not discussed with the Respondent, showed that the Building Society were unaware of such matters.

(3) Overpayment Replaced Prior to the Inspection in a Conveyancing Transaction where the Respondent acted for Members of his Family - £22,000.00

141. The Respondent acted for his brothers. D & J R, in connection with a purchase in Empress Road, Derby, for £220,000.00 to be funded, in part, by a mortgage advance of £187,000.00 from Future Mortgages, for whom Messrs Clark Wilmott & Clark, Solicitors acted. Completion took place on 15th March 2001.
142. An account in the clients' ledger titled 'M R re purchase – Empress Way' was examined. The Respondent explained to Mr C that this was the relevant client's ledger account because it had been decided that the property would be purchased in the names of his brothers rather than his father.
143. On 5th February 2001, the relevant account in the clients' ledger was charged with a payment of £22,000.00 to Messrs Robotham & Co, the vendor's solicitors, when no funds were available thereby creating a shortage of that amount.
144. An examination of the clients' matter file showed that contracts had been exchanged on 5th February 2001 and a deposit of £22,000.00 was payable. Mr C noted from a copy of the £22,000.00 deposit cheque, number 100281, that it was dated 5th February 2001 and signed by the Respondent.
145. In the final interview with Mr C on 29th May 2001, the Respondent admitted that he had made an overpayment of £22,000.00. He said this was the purchase of his family home and he had urgently needed the deposit of £22,000.00 to secure the withdrawal from auction of the property. He explained that he had agreed the funding of this purchase with his bank and that he had personal funds available to draw on for the deposit. He said that he was mindful that the cheque would not have got to Messrs Robotham, let alone been presented, when two days later he effected a transfer, from his personal resources, to client bank account to replace the £22,000.00 overpayment.

(5) Judgement Debt and Shortage Rectified Prior to the Inspection in a Legally Aided Matter re P - £421.00 (£721.00 - £300.00)

146. The Respondent acted for Mrs P in connection with matrimonial proceedings, for which action a Legal Aid Certificate had been issued. The matter was concluded and

a CLAIM 1 form made to the Legal Aid Board, signed and dated by the Respondent on 27th January 2000. The total claim was for £2,392.48, which included a disbursement of an interpreter's fee of £721.00 payable to Mr K.

147. No client ledger account had been written up to reflect the transactions set out below.
148. On 4th November 1999, the Respondent drew an office bank account cheque (number 100140) for an amount of £300.00 to Mr K on account of his fees.
149. On 30th March 2000, an amount of £2,392.48 was lodged in office bank account in respect of a payment of fees and expenses from the Legal Aid Board.
150. On 13th June 2000, the Respondent drew an office bank account cheque (number 100291) for an amount of £544.12 to Messrs K J Knock & Co, Solicitors of Wolverhampton.
151. In an interview with Mr C on 29th March 2001, the Respondent said that the payment of £544.12 was the balance of the interpreter's fee together with solicitor's costs, as Mr K had issued proceedings to recover the debt from the Respondent. Mr C asked the Respondent to produce documentary evidence to support this payment, but as at the date of the report no documentation had been produced.
152. In the final interview with Mr C on 29th May 2001, the Respondent agreed that his failure to pay or transfer to client bank account the balance of the unpaid disbursement of £421.00 had created a cash shortage of that amount. The Respondent contended however that he had replaced the cash shortage on 13th June 2000 by his payment of £544.12 to Messrs Knock & Co in respect of the unpaid disbursement and costs.

Complaint by Messrs Moody & Woolley

153. Messrs Moody & Woolley complained to the OSS about the Respondent's failure to account for their costs in connection with the matter of Mr and Mrs H above. Their complaint was forwarded to the Respondent in an OSS letter dated 25th January 2001.
154. During the initial interview, the Respondent said that he did not think any of the money received from the Legal Aid Board was due to Messrs Moody & Woolley, who had been previously instructed. He added that he had not "established that for certain".

(7) Unpaid Counsels' Fees - £7,394.38 (£1,175.00 + £6,219.38)

155. In the two matters of Mr F and Mr I details of which were set out in the Report the Respondent had been put in funds by his clients to pay Counsels' fees but as at the date of the Report Counsels' fees had not been paid.
156. In the case of Mr I two Counsel had been instructed and had raised fee notes between October and December 1998 totalling £1,175.00.

157. The relevant account in the clients' ledger showed that between 3rd August and 10th November 1998, eight payments totalling £1,435.62 had been received from the client and lodged in client bank account.
158. The ledger account had been charged with a transfer to office bank account for £750.00 dated 'October 1998', and a transfer to the Suspense Account for £685.62 dated 31st October 2000. The balance extant at the inspection date was nil.
159. In the final interview with Mr C on 29th May 2001, the Respondent agreed that the fee notes were unpaid. He said that the transfers were on account of his costs and if there were unpaid Counsels' fees, then he must still be owed funds by his client. He said that he would look at the file and see what was due both to him from his client and from him to Counsel.
160. Similar details were set out in the Report in relation to Mr F where Counsel's fee note in the sum of £6,219.38 for work done up to 5th November 1999 remained outstanding.
161. In the final interview with Mr C on 29th May 2001, the Respondent agreed that the fee note was unpaid. He said that he would pay an amount of £3,000.00 straight away and attempt to recover the balance of the funds required from his client for the fee note to be paid.

(8) Firm's Letterhead

162. During the initial interview, the Respondent produced a specimen sample of the firm's letterhead. It stated, inter alia, 'A complete list of partners can be obtained from our offices'
163. In the final interview with Mr C on 29th May 2001, the Respondent admitted that it was wrong to have been using this letterhead when he was a sole principal and he added that it had now been changed.

(9) Accountant's Reports

164. The Accountant's Report for the Year Ended 30th April 1999, was received late on 9th February 2000, an extension having been granted until 2nd December 1999.
165. The Accountant's Report for the Year Ended 30th April 2000 had not been received. Extension requests were sought to 31st December 2000 and then to 19th January 2001.

Matters not contained in the Report of the Investigation and Compliance Officer

166. The Respondent acted for Mr M R in his purchase in St. Thomas Road, Derby. He also acted for the mortgagee Barclays Bank Plc (Barclays). The mortgage funds were released to the Respondent on or about 9th December 1999.

167. The Respondent failed to return the Deeds to Barclays subsequent to completion. He failed to reply to letters from Barclays written in this connection and dated :-

11.12.00
12.02.01
19.04.01

168. Barclays instructed Messrs Spencer Ewin Mulvihill, Solicitors to act on its behalf. The Respondent failed to reply to letters from this firm written in the same connection and dated:-

24.11.00
04.12.00
24.01.01

169. Copies of the said correspondence were before the Tribunal.

170. The Respondent acted for one R A the Defendant in civil proceedings in the Derby County Court. The claimant was represented by Messrs Lester Aldridge, Solicitors of Bournemouth.

171. A Default Judgment was obtained against the Defendant on 14th September 2000. The Respondent applied to set it aside. The application was heard on 23rd February 2001. It was dismissed in the absence of the Respondent and his client.

172. The Respondent wrote to the Court on 23rd February 2001 stating that “we have not received any notification that the matter was to be heard on 23rd February 2001”. However the Respondent had been made aware of that hearing date by :-

a. A letter to him from Lester Aldridge dated 12th February 2001 enclosing a Schedule of Costs which referred to the hearing date;

and

b. A letter to him from Lester Aldridge dated 19th February 2001 which referred to the hearing date and again enclosed the Schedule of Costs. This letter and its enclosures were sent by first class post and by fax.

173. The said fax transmission was successfully accomplished at 4.40 p.m. on 19th February 2001 and the letter was not returned undelivered. The letter dated 12th February 2001 was sent by first class post and again was not returned undelivered.

174. Messrs Lester Aldridge reported the matter to the OSS by a letter dated 21st May 2001. The OSS wrote to the Respondent seeking his observations in the usual way. He failed to reply to such letters dated :-

07.06.01
28.06.01

175. Copies of the relevant documents were before the Tribunal.

The Submissions of the Applicant

176. The Applicant had served upon the Respondent Civil Evidence Act Notices and a Notice to Admit Documents and had received no Counter Notice. The Applicant therefore sought to prove the allegations against the Respondent on the documentation before the Tribunal.
177. The Applicant alleged dishonesty against the Respondent in relation to the information he had given to Mr C regarding his overdraft limit and the client account mandate.
178. In the submission of the Applicant Mr C had also been misled in relation to the provenance of the sum received in the matter of Mr F.
179. In relation to Messrs Moody & Woolley, Solicitors there had been a delay in accounting to them as the legally aided client's previous solicitors. The money had sat in the Respondent's office account for a considerable length of time.
180. In the submission of the Applicant the improper transfer in the matter of S H was typical of the Respondent's conduct. The funds had been moved from client to office account but Mr C had been unable to find an appropriate bill. The Respondent had accepted that the transfer was improper but had said that the money was due to him in any event.
181. The improper transfers in the matter of Mr & Mrs K set out an almost identical scenario. Taking costs to the office account without billing the client was a clear breach of Rules 7 and 8.
182. The Respondent had said that the credit card payments from client bank account had been a mistake. In the submission of the Applicant this showed the absolutely shambolic state of affairs on this solicitor's client account.
183. In relation to Mr A the Respondent admitted that he had drawn monies against an uncleared cheque.
184. The use of the client bank account for his own personal transaction had been a breach of the Rules and again the Respondent had paid the monies out of client account against an uncleared cheque.
185. In relation to the misuse of Loughborough Building Society Funds, the Report on Title, copies of which were before the Tribunal, was totally silent as to material matters which should have been set out namely :-
 - (i) That the purported vendors of one of the properties were his parents.
 - (ii) That the purported purchasers were his brothers.
 - (iii) That the mortgage advances were not being applied towards the purchases of the stated properties but rather to the Respondent's own purchase of an

entirely different property.

- (iv) That only the mortgage advances had passed through the Respondent's client bank account in the matters in question.
- 186. In the submission of the Applicant this was dishonest conduct and a serious dereliction of the Respondent's duty to his lender client.
- 187. The Judgement debt in the matter of P showed another shortage and another breach of the Solicitors' Accounts (Legal Aid Temporary Provision) Rule 1992.
- 188. The Respondent's conduct in relation to the Derby County Court proceedings and his client R A was serious and in the submission of the Applicant was dishonest.
- 189. The Respondent had written a letter to the Court which served to mislead.
- 190. The Respondent then failed to reply to the OSS letters enquiring into the matter.
- 191. The number of allegations against the Respondent were unusually and disturbingly high.
- 192. The Respondent's conduct had been dishonest in that he had misled the Investigating Accountant, the Court and the Loughborough Building Society.
- 193. Following the Tribunal's decision as to liability the Applicant gave details of claims on the Compensation Fund and made submissions as to costs.

The Findings of the Tribunal

- 194. On the documentation before it the Tribunal found all the allegations to have been proved. In relation to allegations (b), (i), (j) and (p) the Tribunal found that the Respondent's conduct had been dishonest.
- 195. It was clear from the Report of the Investigation and Compliance Officer that the Respondent had given untrue answers to some of the questions put to him.
- 196. It was also clear from the documentation that the Loughborough Building Society had been misled as to the use to which their money was being put by the failure of the Respondent to disclose to them highly relevant information.
- 197. It was also clear from the documentation that the Respondent had written a letter designed to mislead the Derby County Court.
- 198. An astonishing catalogue of allegations had been found proved against the Respondent, astonishing both in number and in range which went from minor breaches of the Accounts Rules to proven dishonesty in respect of an officer from the Solicitor's own regulatory body, a client and the Court.

199. This was misconduct of the most serious kind and was damaging to the reputation of the profession. In the interests of protecting the public the Tribunal was satisfied that the Respondent must not be allowed to continue in practice.
200. The Tribunal therefore ordered that the Respondent Mohammed Irshad solicitor of Empress Road, Derby, solicitor be struck off the Roll of Solicitors and they further ordered him to pay the costs of and incidental to the application and enquiry fixed in the sum of £14,182.75p.

DATED this 4th day of September 2002

on behalf of the Tribunal

E Stanley
Chairman