

IN THE MATTER OF ANDREW WILLIAM DENSHAM, solicitor

- AND -

IN THE MATTER OF THE SOLICITORS ACT 1974

Mr A Gaynor-Smith (in the chair)
Mr I R Woolfe
Mrs C Pickering

Date of Hearing: 11th May 2004

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 ("the OSS") by David Elwyn Barton solicitor of 5 Romney Place, Maidstone, Kent, ME15 6LE on 5th December 2003 that Andrew William Densham solicitor of Charlton Church Lane, London, SE7 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 of unbefitting a solicitor in each of the following respects:-

- (a) He failed to comply with a decision of the Adjudicator dated 23rd July 2001 within the time stipulated;
- (b) He failed to deliver his accountant's reports for the periods ended 31st March 2000, 2001 and 2002, due respectively on 30th September 2000, 2001 and 2002;
- (c) He practised as a solicitor without there being in force a certificate issued by the Law Society in accordance with the provisions of Part 1 of the Solicitors Act 1974, contrary to section 1(A) of the said Act;

- (d) He failed to deal promptly with correspondence from the OSS;
- (e) Contrary to Rule 15 of the Solicitors Accounts Rules 1998 he paid into and held in his client account monies other than those permitted by the said Rule;
- (f) Contrary to Rule 22 of the said Rules he drew from clients account monies other than in accordance with the said Rule and utilized the same for his own benefit;
- (g) Contrary to Rule 7 of the said Rules he failed promptly to remedy upon discovery breaches of the said Accounts Rules;
- (h) He compromised or impaired his integrity and his good repute, contrary to Rule 1 of the Solicitors Practice Rules 1990, by falsely stating to Mr N Briggs, an Investigation Officer employed by the OSS, that a policy of insurance for professional indemnity was in force when it was not;
- (i) He compromised or impaired his integrity and his good repute, contrary to Rule 1 of the Solicitors Practice Rules 1990, by falsely stating to the Law Society in a form RF1 on 10th December 2002 that he was so insured with Aon, when this was not so;
- (j) He compromised or impaired his duty to act in the best interests of his clients, contrary to Rule 1 of the Solicitors Practice Rules 1990;
- (k) He compromised or impaired his integrity, good repute and that of the solicitors' profession by his failure to act towards others with the frankness and good faith required of him as a solicitor.

By a supplementary statement of David Elwyn Barton dated 9th February 2004 it was further alleged against the Respondent that he had been guilty of conduct unbefitting a solicitor in each of the following respects:-

- (l) He failed to comply with a direction of the Adjudicator dated 14th October 2003, thereby compromising his good repute and that of the solicitors' profession contrary to Rule 1 of the Solicitors Practice Rules 1990;
- (m) He failed to comply with the terms of a court order dated 17th September 2002, thereby compromising his good repute and that of the solicitors' profession contrary to Rule 1 of the Solicitors Practice Rules 1990;
- (n) He failed to reply to correspondence from the OSS.

The application was heard at the Court Room, 3rd Floor, Gate House, 1 Farringdon Street, London, EC4M 7NS on 11th May 2004 when David Elwyn Barton appeared as the Applicant and the Respondent appeared in person.

The evidence before the Tribunal included the admissions of the Respondent. Allegations (f), (j), (k) and (m) were admitted during the course of the hearing. The Tribunal heard oral evidence from Mr N Briggs, Senior Investigation Officer with the Law Society.

At the conclusion of the hearing the Tribunal made the following orders:-

The Tribunal order that the Respondent, Andrew William Densham of Charlton Church Lane, London, SE7 7AB solicitor, be struck off the Roll of Solicitors and they further order that he do pay the costs of and incidental to this application and enquiry fixed in the sum of £12,636.68.

The Tribunal order that the Direction of the Adjudicator of the Law Society dated 14th October 2003 that the Respondent pay to Mr L the sum of £850 be treated for the purposes of enforcement as if it were contained in an order of the High Court.

The facts are set out in paragraphs 1 to 49 hereunder:-

1. The Respondent, born in 1968, was admitted as a solicitor in 1996 and his name remained on the Roll of Solicitors.
2. At all material times the Respondent was carrying on practice under the style of Phoenix Solicitors, the trading name of Phoenix Solicitors Limited, whose registered office was 70 Charlton Church Lane, London SE7 7AB.

Allegation (a)

3. On 10th June 1999 a Complaint Resolution Form was sent to the OSS by Mr D, one of the Respondent's clients. Mr D made a number of complaints against the Respondent, and an investigation followed.
4. The Respondent was aware of the investigation from its inception. On 27th July 2000 the OSS informed him that it had prepared its reports for the Committee, and that he had a further seven days to respond before matters went before the Committee. There was no response from the Respondent.
5. There was a change of caseworker at the OSS, and the matter was pursued again on 22nd May 2001. Correspondence from that date to the date the Respondent was notified of the eventual adjudication was correctly addressed to the Respondent.
6. On 23rd May 2001 the Respondent was informed on the telephone that the report into the complaints was in the course of completion and following the receipt of the letter, the Respondent telephoned the OSS to state he would fax his response. He did not do so. A telephone call on 4th June and further letters from the OSS did not elicit any response from the Respondent. The complaint was thus adjudicated without input from the Respondent.
7. The Respondent was directed to pay the sum of £421.88 within seven days following the expiry of the period for appeal against the direction. The Adjudicator's decision was dated 23rd July 2001 and the Respondent was notified of the decision by letter dated 31st July 2001. The Respondent was required to comply with the direction by 22nd August 2001. He did not appeal against the direction, a right he was entitled to exercise within 14 days.

8. On 15th August the OSS wrote to the Respondent giving him a period of seven days to confirm that he had complied with the direction. Mr D was informed of the direction at the same time as the Respondent.
9. On 20th August 2001 the OSS telephoned the Respondent. He did not respond to the messages that were left for him. He was called again on 21st August 2001 and at his request the notification letter was sent to him again. It was sent by fax with a request to confirm compliance with the direction.
10. On 22nd August 2001 the OSS telephoned the Respondent. His office confirmed that the fax of the previous day had been received. The attendance note showed that the OSS was informed the Respondent would deal with the correspondence that day. The Respondent was asked to fax a letter to the OSS that day to confirm that he had complied with the direction.
11. Copies of the response of the Respondent and of a copy of the further letter from the OSS to the Respondent in which he was given copies of all previous documentation were before the Tribunal. All previous letters had been correctly addressed to the Respondent. Notwithstanding this the Respondent was given the opportunity to appeal out of time which he did not pursue. The direction therefore stood.
12. On 11th September 2001 Mr D contacted the OSS to say that he had not received payment from the Respondent, and on 13th September the OSS wrote to the Respondent requiring his compliance within 14 days of the date of the letter. The response from the Respondent was to request an address for Mr D and that was provided by fax on 25th September.
13. On 27th September 2001 the OSS telephoned the Respondent's office twice to ensure that the payment had been made to Mr D.
14. On 27th September the Respondent wrote to the OSS by fax to say that he had forwarded a cheque to Mr D. The OSS spoke with Mr D on 1st October when he stated that he had not received a cheque from the Respondent. The OSS wrote a letter to the Respondent on the same day. Despite being a fax it was not replied to. A further letter dated 3rd October was sent to the Respondent and the Respondent was effectively notified that the OSS regarded him as having failed to comply with the Adjudicator's direction of 23rd July. There was no response from the Respondent.
15. On 26th November 2001 the OSS telephoned the Respondent. He was informed that unless the OSS received confirmation from Mr D that he had received a cleared cheque within 14 days following, the matter would be referred to the Tribunal. The Respondent stated he would dictate the letter and send the cheque that day. He did not do so.
16. A letter of 29th November did not elicit a reply, despite its terms. Two letters dated 13th December 2001 were produced by the Respondent in a letter dated 17th December 2001. They showed a purported compliance with the direction on 13th December 2001. Mr D did not receive a cheque from the Respondent until 9th May 2002.

Allegation (b)

17. The Respondent had not delivered his accountant's reports for the periods ended 31st March 2000, 2001 and 2002. A statement from JH of the OSS which confirmed this to be the case was before the Tribunal. JH's statement also confirmed the date of termination of the Respondent's Practising Certificate, and his failure to reply to correspondence. The Respondent had not filed any reports since commencing practice on his own account in 1999.

Allegations (c) and (d)

18. On 2nd December 2002 the Respondent's Practising Certificate was terminated. Practising Certificate fees had not been paid.
19. A new Certificate was issued on 9th January 2003. In the intervening period the Respondent practised as a solicitor, as shown by a copy letter from the Respondent dated 16th January 2003.
20. The Respondent failed to reply to correspondence from the OSS and did not deal with letters dated 10th December 2002, 3rd January 2003 and fax dated 16th January 2003.

Allegations (e) to (k)

21. An inspection of the Respondent's books of account commenced on 4th February 2003. The Investigation Officer was Mr N Briggs and a copy of his resulting report dated 13th February 2003 was before the Tribunal. The report showed the matters set out below.
22. The report showed that there were two client accounts which the Respondent operated alone. The books of account were not maintained in accordance with the Solicitors Accounts Rules.

Allegation (e)

23. The Respondent had opened a client ledger in his own name, and a copy of the ledger was at Appendix A to the report. When the Respondent was asked on 4th February by Mr Briggs why he had placed his own money in client account he replied that he was not aware that it was a breach of the Accounts Rules to use client account for his own money.

Allegations (f) and (g)

24. The report noted that the Respondent had permitted the ledger in his own name to become overdrawn. Mr Briggs asked the Respondent on what basis he considered he could go overdrawn on this account, let alone operate it. The Respondent provided an explanation relating to a joint venture with another client. On 6th February 2003 the Respondent agreed that he had been using clients' funds for his own purpose but denied doing so knowingly. Mr Briggs suggested that the Respondent had misused

clients' funds to a minimum extent of £11,915.20 by January 2003. The Respondent disagreed but said that he would forthwith arrange to repay that sum to his ledger.

25. Mr Briggs established a minimum cash shortage on client account as at 31st December 2002 of £15,460.21. Included in this was the overdrawn balance at that date on the Respondent's own ledger of £10,715.20, with the balance being attributed to overpayments or overtransfers from client to office account. In all there were 15 client ledger debit balances totalling £15,460.21, and on 6th February 2003 the Respondent was asked if he agreed the shortage in this sum. He stated that he would immediately replace the shortage. The Respondent had not provided evidence of having done so.
26. The Respondent's firm acted for Mrs C with regard to a purchase. Her client ledger was overdrawn by £1,059 from 24th July to 3rd October 2002 and then by £644 to the date of the inspection. A handwritten note on the ledger contained on the file dated 16th December 2002 stated "Repayment of £680 required". On 6th February 2003 Mr Briggs asked the Respondent whether this matter had been resolved and the Respondent said he did not know. He accepted that under the Solicitors Accounts Rules he had a duty immediately to rectify any breaches of the Rules.
27. The Respondent's firm acted on behalf of Mr H with regard to a sale. The matter was completed on 20th December 2001. On 19th December 2001 the Respondent issued a bill in the total sum of £540.51. On 22nd January 2002 the Respondent transferred funds again from client to office seven days later on 29th January 2002 in respect of the same bill, resulting in a debit balance of £544.03. When Mr Briggs' inspection took place over a year later the ledger was still overdrawn, and the Respondent could not offer an explanation for this.
28. The Respondent's firm acted on behalf of Ms S with regard to a dispute with her former partner. Her client ledger had become overdrawn by a total of £2,285.98. The account had become overdrawn as a result of an overtransfer of costs from client to office bank account.
29. The Respondent's firm acted for Mr A with regard to a purchase. The matter was completed on 31st October 2001, and pursuant to a bill of the same date the sum of £506.92 was transferred from client to office account. Two days later, on 2nd November 2001, the sum of £434.75 was transferred from client to office account purportedly in respect of fees. On 6th February 2003 when asked about this by Mr Briggs, the Respondent stated that the second transfer was an error. Even though the ledger had been overdrawn for over a year, the Respondent could offer no explanation for his failure to remedy it.
30. The Respondent's firm acted for Miss M with regard to a claim to the Criminal Injuries Compensation Authority ("the CICA").
31. On 24th June 2001 the sum of £3,625 was received from the CICA being the settlement of Miss M's claim. The funds were deposited in client bank account. On 26th June 2001 a bill was issued in the sum of £1,208.33 and those funds were transferred from client to office bank account on the same date. An examination of

the file did not reveal any bill on the file nor any correspondence with Miss M notifying her that the costs had been taken.

32. The Respondent's firm acted on behalf of Mr D with regard to a claim to the CICA. The report revealed the withdrawal from client account of the sum of £1,400 when it either belonged to the client concerned or there were insufficient funds to cover the transfer.
33. The report described a payment by the Respondent from his office account in the sum of £990.50. The payment was made on 2nd January 2003 to a Mr and Mrs A and when Mr Briggs asked the Respondent what the payment was for, he was unable to respond. The report recorded that Mr Briggs noticed that on 9th January 2003 a payment of £1,200 was made from the ledger in the Respondent's name and into that of Phoenix Property Holdings Ltd, of which company the Respondent was a director. This had been paid out as "payment of a disbursement". The Respondent said the disbursement might be in relation to Mr A. At the date of the transfer the Respondent's own ledger was more than £10,000 overdrawn, and so the further payment had the effect of increasing the debit balance. The Respondent was asked if he agreed that this amounted to a misuse of client money and his reply was "now you have gone through it - yes".

Allegation (h)

34. On 4th February 2003 Mr Briggs asked the Respondent if he was insured. The Respondent answered by stating he was, and he agreed to provide a copy of his insurance certificate. By the conclusion of the inspection that had not been done, and on 7th February Mr Briggs telephoned the Respondent to ask him to fax a copy of his certificate. The Respondent did not comply with this request.
35. On 7th February Mr Briggs became aware that on 4th February the Respondent had applied for professional indemnity insurance from the Assigned Risks Pool, and that this was done on the same day as the commencement of the inspection. On 13th February 2003 the Respondent informed Mr Briggs that he had been insured with the Assigned Risks Pool with effect from 1st September 2002, with the policy having been issued on 4th February 2003. When asked why he had stated to Mr Briggs on 4th February that he was insured when he was not, the Respondent accepted that the inspection of his books and the specific questioning about his insurance had prompted his approach to the Assigned Risks Pool.

Allegation (i)

36. On 10th December 2002 the Respondent had returned RF1 form to the Law Society stating that he was insured with Aon and quoting an old reference number. This was untrue.

Allegation (j)

37. Allegation (j) referred to the two transactions referred to above in which the Respondent acted for clients claiming compensation from the CICA. In both cases the Respondent assessed the clients as eligible for Legal Advice and Assistance, and on completion of the submissions of the applications to the Authority, claimed his costs from the Legal Services Commission. He did this notwithstanding that the transactions had not been completed. In neither case was there anything on the files to show that the clients had been informed by the Respondent that he would be charging privately for any further work undertaken. In each case the clients subsequently received payments from the Authority.
38. As stated above at paragraph 34 in respect of the claim on behalf of Miss M the sum of £1,208.33 was transferred by the Respondent from client to office account. This was in addition to his legal aid costs claim.
39. The file inspection revealed the existence of a letter from the client to the Respondent asking him to make her damages cheque payable to her daughter. The Respondent did not do this. In addition to this, the Respondent sent to the Legal Services Commission a cheque for £227.73, being the same amount as his legal aid claim. This was in the mistaken belief that the Statutory Charge applied. That cheque was not cashed, and the Respondent recredited it, but did so to the office side of the ledger on 25th January 2002. Thus at this stage the Respondent was holding his client's damages, having some six months earlier received them from the Authority and having transferred money in respect of costs.
40. On 16th May 2002 the Respondent made a further transfer and sent the sum of £3,397.27 to his client. This took place almost a year after the receipt of the client's damages, but the balance of her claim was not settled until the Respondent accounted to her for the sum of £227.73. The effect of this was that the Respondent had the use of his client's money throughout that entire period.
41. Mr Briggs recorded his verbal exchange with the Respondent which revealed that firstly he was unable to offer an explanation for his delay and secondly that when specifically asked if he had taken costs properly, he responded by saying "I quite possibly took the costs wrongly".
42. The CICA claim in respect of Mr D had similar characteristics. On 5th April 2002 the Respondent received the sum of £1,500 on behalf of Mr D and this was credited to client account.
43. The file inspection revealed the existence of an acknowledgement from the client that he had received the sum of £1,400 from the Respondent. However, the report recorded the existence of an email from the Respondent which on its face appeared to contradict this as it stated that he, the Respondent, still had the money. On 6th February Mr Briggs asked the Respondent about this. The Respondent was not able to explain why the sum of £1,400 was released to his client when the costs claim of £229,95, which the Respondent was attempting to recover from his client, took the total above the amount of compensation received, thus putting the client ledger in debit. In addition the Respondent was not able to offer any explanation why he

transferred the sum of £1,500 from client to office on 2nd May 2002 when on that very same day the client had purportedly received the sum of £1,400.

44. Whilst the Respondent insisted that his client had received the said sum, he offered no explanation for the existence of the email.
45. The report described a back to back conveyancing transaction in which the Respondent failed to report to the bank a significant increase in price between the two transactions. When asked by Mr Briggs why he did not report this to the lending bank, he was not able to offer an explanation.

Allegation (k)

46. The Respondent was asked by a firm of financial agents to confirm that he was holding a stated sum of money. He had on the same day received a cheque. The Respondent provided the confirmation asked of him. The cheque did not clear. When asked by Mr Briggs about this he stated "I suppose I should have told them that the cheque bounced".

Allegation (l)

47. On 14th October 2003 an Adjudicator directed the Respondent to pay to his former client Mr L a total sum of £850, being £350 compensation, and £500 refund of legal fees. The Adjudicator found that the Respondent had provided Mr L with an inadequate professional service. The Respondent was directed to comply with the direction within 21 days of notification, and the Respondent was notified of the decision by letter dated 21st October 2003. The Respondent did not request a review of the directions which accordingly became binding upon him. The Respondent had not complied with the directions and had not replied to correspondence from the OSS about them.

Allegation (m)

48. On 17th September 2002 the District Judge sitting in the Woolwich County Court made an order which required the Respondent to pay the sum of £17,920 to Mr G on or before 15th October 2002. The Respondent had not paid the sum due, nor had he made any effort to contact Mr G about it. He had not replied to correspondence from the OSS about the order and had not at any time provided an explanation for his failure to comply with it.

Allegation (n)

49. The OSS sent to the Respondent letters dated 4th August, 28th August, 13th September, 21st October, 13th and 24th November and 2nd December 2003. The Respondent did not reply to these letters.

The Submissions of the Applicant

50. The Respondent had admitted all the allegations except allegations (f), (j), (k) and (m). He had denied any dishonesty.
51. In relation to allegation (a) the Respondent had played little or no part in the investigative process. There had been a very substantial delay in dealing with the decision of the adjudicator.
52. In relation to allegation (b) although not forming part of the allegation the Respondent had accepted that his accountant's report for the period ending 31st March 2003 had also not been filed. The Respondent had not filed an accountant's report for any year in which he had been in practice as a solicitor on his own account. Accountant's reports were one of the ways in which the Law Society exercised regulatory control over solicitors and the Respondent's failures were a very serious regulatory breach. This was a serious departure from the standards of conduct expected of the profession. Asked by Mr Briggs why he had not filed the accountant's reports he had spoken of difficulties with his accountants and had then given the frank but inadequate answer "We failed to file them and there is no excuse or reason for this."
- It was difficult to see why there had been such a problem filing reports over a period in excess of three years.
53. In relation to allegation (d) it would not be overstating the case to say that the Respondent had hardly co-operated or participated at all in the proceedings which had led to the hearing. Correspondence had not been dealt with at all and the Tribunal was referred to the exhibited letter from JH listing the pieces of correspondence to which the Respondent had not replied.
54. In relations to allegations (e) to (k) the Respondent had not taken issue with Mr Briggs' report and had not responded to a Civil Evidence Act notice.
55. In relation to allegation (e) Rule 15 of the Solicitors Accounts Rules was designed to prevent a solicitor from mixing personal money with client money. There were limited exceptions which did not apply to the Respondent.
56. The Respondent's statement to Mr Briggs on 4th February 2003 that he had not been aware that placing his own money in client account was a breach of the Accounts Rules was firstly an admission and secondly a serious deficiency in the Respondent's knowledge of the Accounts Rules. The Respondent was expected to know and comply with the Accounts Rules.
57. The use of client account for his own money was exacerbated by the fact that his client ledger had been substantially overdrawn. There had been a clear breach of Rule 22. The Respondent had withdrawn money from client account in a way not authorised by Rule 22.
58. The minimum cash shortage identified in the report was caused entirely by overtransfers of funds from client to office account and by the Respondent's use of client account for his own purposes. The Tribunal was asked to note that there was no indication from the Respondent that he had replaced the shortfall.

59. The creation of the four debit balances described at paragraphs 26 to 29 above bore similar characteristics in that they were attributable to overtransfers of costs that had taken place a considerable length of time before the inspection. The Respondent's failure to remedy the debit balances was a serious one. It showed that there were no systems, or no adequate systems, in place to monitor client balances and this in itself represented a wholesale failure adequately to protect client money. It would be surprising if the Respondent did not know of the debit balances given that the duplicated costs transfers took place within such a short space of time.
60. There had been an admitted breach of Rule 7 and there had been no attempt to rectify the situation prior to the inspection. The Tribunal was asked to note the dates of the overtransfers, especially in the matter of Mr A.
61. The Respondent was the person who had responsibility for bookkeeping. Some of his answers suggested that he knew there were debit balances, especially on his own client ledger. While it was open to the Tribunal to find that the Respondent had behaved improperly and in a manner unbecoming a solicitor in the submission of the Applicant he had been dishonest.
62. The Applicant submitted that the circumstances surrounding the making of the payment in respect of Phoenix Property Holdings Limited was such that the Respondent had acted dishonestly as well as improperly.
63. In relation to allegation (h), when the Respondent had told Mr Briggs on 4th February 2003 that he was insured that was a blatant untruth. The Respondent had been dishonest in his dealings with Mr Briggs.
64. The Respondent had been dishonest in his dealings with the Law Society. The statement on Form RF1 that he was insured with Aon was untrue.
65. In relation to allegation (j) the Tribunal was asked to note the exchange between the Respondent and Mr Briggs set out at paragraph 43 of the Report. In the submission of the Applicant the costs transfer was not only improper but dishonest and the Respondent's comments showed a degree of knowledge. The only credible construction was a clear a misuse of clients' money.
66. In relation to allegation (k) the Applicant submitted that the Respondent had been dishonest.
67. The Report showed that the Respondent had conducted himself with conspicuous impropriety and lack of probity.
68. The letter from JH showed a very substantial failure on the part of the Respondent to reply to proper requests and enquiries from his professional body.
69. In relation to allegation (l) the decision of the Adjudicator had not been complied with and the Applicant sought an order that the direction be treated for enforcement purposes as if it were contained in an Order of the High Court.

70. In relation to allegation (m) the sum due which represented rent arrears and costs remained outstanding.
71. In relation to allegation (n) there had been a total failure to respond on the part of the Respondent.
72. The matter was put to the Tribunal by the Applicant as a serious and wholesale breach of regulatory requirements and as dishonesty. When looked at in their entirety there were very few of the regulatory requirements imposed on the Respondent with which he had complied. The matter was put as one of dishonesty.

The oral evidence of Mr Briggs

73. Mr Briggs confirmed his Report as true and accurate to the best of his knowledge.
74. In relation to the accountant's reports Mr Briggs confirmed that the Respondent had said that he had fallen out with his previous accountant who had held his papers for two years but that he was due to meet a new accountant that week.
75. The Respondent was responsible for keeping ledgers and accounts up to date and entries were made by the bookkeeper. The book of accounts purported to be up to date but Mr Briggs had not been able to rely on the books as there had been a number of credit entries on the office side and debit entries on the client side. The reconciliations were not up to date.
76. An overdrawn balance on a client ledger meant effectively that a client had taken more money from client account than he was entitled to.
77. The Respondent had said that he had been unaware of the rule forbidding a solicitor's money to be in his own client account. Mr Briggs had gone through a number of transfers to office account on the Respondent's matters. The Respondent had said these represented work the firm had done for him but at the time the Respondent had not had money on his account. The Respondent had said that the account had been opened for a conveyancing transaction but he had not known he could not mix his money with that of clients. Mr Briggs had never seen this in any other inspections he had carried out.
78. The Respondent had told Mr Briggs that he was insured but when Mr Briggs had returned to the OSS and spoken on 7th February to the officer who monitored the ARP that officer had said that he had received a letter dated 4th February from the Respondent seeking entry to the ARP. This had been the first time that the officer had heard from the Respondent.
79. Mr Briggs had spoken with the Respondent by telephone on 7th February when preparing his report. The Respondent had said that he was now insured through the ARP but that this had not been arranged prior to 4th February.

The submissions of the Respondent

80. The Respondent had denied allegations (f), (j), (k) and (m) but now wished to withdraw those denials. He now admitted all the allegations.
81. The Respondent had as a solicitor failed both himself and the profession in the lack of probity with which he ran the firm. He was no longer practising following the intervention into his firm as a result of the Report.
82. Prior to the intervention the Respondent had failed to administer his regulatory duties within the firm appropriately. He had concentrated on law and legal practice. He had not been backed up by staff whom he had put in place and who did not have the necessary experience.
83. The Respondent apologised to the Law Society and to the profession.
84. Some of the matters the Respondent had been unable to deal with as following the intervention they were not under his control. He admitted however that he had not dealt with other matters in good time. He considered the intervention was appropriate.
85. The Respondent had worked in solicitors' firms since the age of 17 and found it very difficult not to be practising law. He had currently found employment as an estate agent but would wish to practise as a solicitor in the future.
86. The Respondent admitted his failure in administrative, regulatory and accounting matters. He referred to a personal tragedy which had occurred at the time of the inspection.
87. The Respondent had not attempted to run his practice dishonestly and had not been dishonest. He had however acted improperly and had failed fundamentally.
88. His lack of communication had arisen from an ostrich reaction and his fear of the consequences. He had not put his mind to the possible consequences of failure to respond.
89. A bankruptcy petition against him was shortly to be heard on the application of the Law Society for the costs of the intervention.
90. The Respondent had agreed the Applicant's costs.

The findings of the Tribunal

91. The Tribunal found the allegations to have been substantiated, indeed they were not contested.
92. The Respondent had not provided satisfactory explanations for what had occurred prior to the hearing and had not attempted to explain the breaches at the hearing. A large number of allegations had been substantiated against the Respondent which, as the Applicant had submitted, covered almost every aspect of the regulatory

requirements imposed on solicitors. The Law Society could not regulate the profession when solicitors disregarded their duties in this way and public confidence in the profession could not be maintained. There had clearly been gross mismanagement which had led to highly improper practices which had compromised the Respondent's integrity as a solicitor. His misconduct looked at as a whole was at the most serious end of the scale and it was not right that he be allowed to remain as a member of the profession. The appropriate penalty was to strike the Respondent's name from the Roll of Solicitors.

93. The Tribunal made the following orders:-

The Tribunal order that the Respondent, Andrew William Densham of Charlton Church Lane, London, SE7 solicitor, be struck off the Roll of Solicitors and they further order that he do pay the costs of and incidental to this application and enquiry fixed in the sum of £12,636.68.

The Tribunal ordered that the Direction of the Adjudicator of the Law Society dated 14th October 2003 that the Respondent pay to Mr L the sum of £850 be treated for the purposes of enforcement as if it were contained in an order of the High Court.

Dated this 16th day of July 2004
on behalf of the Tribunal

A Gaynor-Smith
Chairman