

IN THE MATTER OF SENTLEY ROBERT WILSON and IAN EDWARD  
HUNTINGDON, solicitors

- AND -

IN THE MATTER OF THE SOLICITORS ACT 1974

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Mr D J Leverton (in the chair)  
Mr A Gaynor-Smith  
Mr M G Taylor CBE

Date of Hearing: 9th August 2005

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## **FINDINGS**

of the Solicitors Disciplinary Tribunal  
Constituted under the Solicitors Act 1974

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An application was duly made on behalf of The Law Society by George Marriott, solicitor advocate and partner in the firm of Gorvins, 4 Davy Avenue, Knowlhill, Milton Keynes, MK5 8NL on 4th February 2005 that Sentley Robert Wilson, solicitor of Westwoodside, Doncaster, and Ian Edward Huntingdon, solicitor of Goole, Yorkshire, 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 were:-

Against the First Respondent Sentley Robert Wilson

That he had been guilty of conduct unbefitting a solicitor in that he:-

- 1) Misappropriated clients' monies;
- 2) Transferred monies from client account to office account contrary to Rule 22 of the Solicitors Accounts Rules 1998;
- 3) Failed to remedy the breaches contrary to Rule 7 of the Solicitors Accounts Rules 1998;

- 4) Failed to maintain accounting records for clients' monies contrary to Rule 32 of the Solicitors Accounts Rules 1998.

Against the Second Respondent Ian Edward Huntingdon

That he had been guilty of conduct unbefitting a solicitor in that he:-

- 1) Used clients' funds for his own purposes;
- 2) Transferred monies from client account to office account contrary to Rule 22 of the Solicitors Accounts Rules 1998;
- 3) Failed to remedy the breaches contrary to Rule 7 of the Solicitors Accounts Rules 1998.
- 4) Failed to maintain accounting records for clients' monies contrary to Rule 32 of the Solicitors Accounts Rules 1998.

The application was heard at the Court Room, 3rd Floor, Gate House, 1 Farringdon Street, London, EC4M 7NS when George Marriott appeared as the Applicant. Mr Wilson did not appear and was not represented. Mr Wilson had filed a statement dated 4th August 2005 with the Tribunal. Mr Huntingdon appeared in person.

The evidence before the Tribunal included the admissions of both Respondents, the oral evidence of Mr Rowson, The Law Society's Forensic Investigation Officer and the oral evidence of Mr Huntingdon. Mr Wilson said in his statement dated 4th August 2005 that he accepted responsibility for any breaches of the Solicitors Accounts Rules and the Tribunal accepted that as an admission of the allegations. Mr Wilson said he categorically denied that there was any dishonesty on his part and the Tribunal accepted that that was a denial of allegations 1) and 2) made against him, namely that he misappropriated clients' monies and transferred monies from client account to office account contrary to Rule 22 of the Solicitors Accounts Rules 1998.

At the conclusion of the hearing the Tribunal made the two following Orders:-

The Tribunal orders that the Respondent, Sentley Robert Wilson of Westwoodside, Doncaster, solicitor, be struck off the Roll of Solicitors and it further orders that he do pay the costs of and incidental to this application and enquiry to be subject to a detailed assessment unless agreed between the parties to include the costs of the Investigation Accountant of The Law Society.

The Tribunal further orders that the award made to JMB by The Law Society in respect of inadequate professional services dated 11<sup>th</sup> February 2005 be treated for the purposes of enforcement as if it were an Order of the High Court.

The Tribunal orders that the Respondent, Ian Edward Huntingdon of Goole, Yorkshire, solicitor, be struck off the Roll of Solicitors and it further orders that he do pay the costs of and incidental to this application and enquiry to be subject to a detailed assessment unless

agreed between the parties to include the costs of the Investigation Accountant of The Law Society.

The Tribunal further Orders that the award made to JMB by The Law Society in respect of inadequate professional services dated 11<sup>th</sup> February 2005 be treated for the purposes of enforcement as if it were an Order of the High Court.

**The facts are set out in paragraphs 1 to 27 hereunder:-**

1. Mr Wilson, born in 1947, was admitted as a solicitor in 1991. Mr Huntingdon, born in 1943, was admitted as a solicitor in 1970. The two Respondents were in partnership in the firm of Sentley Wilson Bowen of Waterdale, Doncaster. They commenced practice in partnership in 2001. The firm at the material time had six solicitors and 21 unadmitted staff.
2. On 22nd September 2004 Mr Huntingdon addressed a letter to The Law Society in which he said that Mr Wilson was the senior and managing partner of the firm, Sentley Wilson Bowen. Mr Huntingdon had called a meeting of members of staff to discuss with them his concerns relating to possible breaches of the Solicitors Accounts Rules. Those concerns were then discussed with Mr Wilson on 14th September 2004. On 17th September 2004 a further meeting took place between Mr Huntingdon and Mr Wilson when Mr Wilson gave certain explanations. Following that meeting Mr Wilson went to his office and cleared his desk.
3. Following the receipt of that letter The Law Society arranged for an inspection of the firm. The Forensic Investigation Officer (the FIO) had attended at the firm's offices on 23rd September 2004 and his report dated 28th September 2004 was before the Tribunal. The Law Society intervened into the Respondents' practice on 30th September 2004.
4. The FIO's report revealed the following matters.
5. The books of account were not in compliance with the Solicitors Accounts Rules. A list of liabilities to clients as at 27th August 2004 was produced for inspection, which totalled £744,138.50. The items on the list were in agreement with the balances shown in the clients' ledger. Additional minimum liabilities not shown by the books totalling £66,854.88 existed at 27th August 2004 and a comparison of the total liabilities with cash held on client bank accounts at that date, after allowance for uncleared items, showed the following position:-

Liabilities To Clients Per The Books	£744,138.50
Liabilities To Clients Not Shown By The Books	<u>66,854.88</u>
	810,993.38
Cash Available	<u>735,523.02</u>
Minimum Cash Shortage	<u>£75,470.36</u>

Mr Huntingdon was not in a position to make good the minimum cash shortage.

6. The minimum cash shortage arose in the following way:-

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(i) Incorrect Transfers from Client to Office Bank Account Termed "Fees"/"Fees Interim".	37,894.23
(ii) Incorrect Transfers from Client to Office Bank Account Termed "Progress Fees".	28,960.65
(iii) Incorrect Transfer from Client to Office Bank Account March 2004	9,176.80
(iv) Book Difference (Surplus)	<u>(561.32)</u>
	<u>£75,470.36</u>

7. The FIO had been unable to ascertain the full extent of the incorrect transfers from client to office account. During the period 23rd March 2004 to 27th July 2004, fifteen incorrect transfers from client to office account were made in respect of eight ledger accounts, ranging in amount from £261.08 to £10,841.72 and totalling £37,894.23.
8. The client ledger accounts stated that these transfers were in respect of "fees" or "fees interim", but the sums transferred were not properly due for costs. No bills had been delivered to the clients. The two largest matters are exemplified in paragraphs 11 to 22 below.
9. Mrs H, the firm's legal cashier, said in a meeting with the FIO on 23rd September 2004 that Mr Wilson would look at the client list of balances on a regular basis and say to her "take that" as he went down the list. She said that these were usually any matters that had a balance of funds and he would specify the amount to "take". She said the matters would not just be those of which he had conduct. She understood "take that" to mean transfer that amount of money from client to office bank account and raise a bill to cover the amount. Mr Wilson did not sign the relevant transfer forms.
10. The FIO and a colleague took statements from four fee earners at the firm. Each fee earner and Mr Huntingdon stated that transfers had been made without their agreement or knowledge.
11. The firm acted for Ms B in a personal injury matter and Mr Huntingdon had conduct of the file. A conditional fee arrangement had been in operation.
12. On 1st December 2003 the balance of the client ledger account was £18,529.31, which represented £1,505.31 due for disbursements and £17,024 which was due to the client as part of her damages.
13. Mr Huntingdon told the FIO that interim fees of £5,875 had already been taken for this matter and final costs were still being negotiated. The total bill submitted for profit costs was £8,563.64 which would be payable by the third party insurers.
14. The disbursements due of £1,505.31 were paid on 7th May 2004.
15. The following incorrect transfers from client to office bank account were made and charged to the client ledger account of Ms B and recorded as "fees interim" or "fees".

<u>Date</u>	<u>Description</u>	
23/03/2004	Fees interim	£1,000.00
09/06/2004	Fees interim	1,000.00
10/06/2004	Fees interim	1,000.00
16/06/2004	Fees interim	3,500.00
21/06/2004	Fees interim	1,500.00
22/06/2004	Fees	<u>9,024.00</u>
		<u>£17,024.00</u>

16. The transfer of £9,024 together with £10,841.72 was paid into the Woolwich office account on 22nd June 2004 and was then used to pay the office wages and salaries on 28th June 2004.
17. Mr Huntingdon told the FIO that all of these transfers from client to office account were made under the instructions of Mr Wilson and this was confirmed by Mrs H.
18. The firm acted for Ms C in a personal injury matter and Mr Huntingdon had conduct of the file.
19. On 21st April 2004 the balance on the client ledger account was £10,841.72.
20. Mr Huntingdon told the FIO that the costs had already been taken for this matter and the balance had been retained for a purpose. Mr Huntingdon told the Tribunal that there had been some doubt as to how that sum was to be applied and he had retained it pending clarification.
21. On 22nd June 2004 an incorrect transfer from client to office account of £10,841.72 was made and charged to the client ledger account of Ms C and recorded on the client ledger as "Fees Interim". This was part of the money paid into the Woolwich office account referred to in paragraph 16 above.
22. Mr Huntingdon and Mrs H said that the transfer was made under the instructions of Mr Wilson. Mr Huntingdon told the Tribunal that after considering the matter he had decided to pay the balance on client account to Ms C's trustee. When he obtained a copy of the client ledger he found there was no money standing to her credit. He e-mailed Mr Wilson expressing his concerns about the transfers of funds made in both Ms B's and Ms C's matters on 18th August 2004.
23. During the period 27th July 2004 to 17th August 2004, 201 incorrect transfers from client to office bank account were made, ranging in amount from £10 to £863.63 and totalling £28,960.65.
24. The client ledger accounts stated that these transfers were in respect of "progress fees". The sums transferred were not properly due for costs or disbursements and resulted in a client account shortage of £28,960.65. No bills had been delivered to clients.
25. The majority of these transfers were made in respect of personal injury matters under the conduct of a trainee solicitor. His supervising partner was Mr Wilson. The

trainee solicitor had expressed concerns about this. He felt that the transfers in effect represented interim bills. When he mentioned this to Mr Wilson he said “Yes, but we cannot do interim bills on CFAs so these are progress fees, therefore disbursements.”. When the assistant cashier asked him how he could justify these, Mr Wilson said “Just go with it and we will discuss it later”.

26. On 29th March 2004 a transfer from client to office bank account of £9,176.80 had been duplicated in error. Mrs H reported it to Mr Wilson who told her to leave it and not to repay it back to the client bank account.
27. There had been no office bank account reconciliations for 2003 and 2004. There had been no proper client reconciliations in 2003 and the reconciliations had only recently been brought up to date. The firm had suffered cash flow problems for the previous two years.

### **The Submissions of the Applicant**

28. Both Respondents admitted all of the allegations save that Mr Wilson denied that he had been dishonest.
29. Mr Huntingdon had accepted that the actions of his partner had meant that he had utilised client funds which was the inevitable outcome when improper transfers were made from client to office bank account. He accepted that as a partner he had benefited from those funds improperly being held in office account. The transfers had been made without his authority or without his knowledge and dishonesty had not in such circumstances been alleged against Mr Huntingdon.
30. Mr Wilson had required the transfers to be made and the real culpability rested with him. The Applicant accepted that the Tribunal would require him to prove that Mr Wilson had been dishonest.
31. The Applicant invited the Tribunal to apply the tests for dishonesty in the case of Twinsectra -v- Yardley and Others [2002] UKHL 12, namely that Mr Wilson’s actions would have been regarded by ordinary people, and in particular ordinary solicitors, as being dishonest and that Mr Wilson himself knew that such ordinary people or other solicitors would regard his actions as dishonest.
32. Mr Wilson had taken money as interim fees. The FIO had reported on a number of these which had been drawn to his attention but there were likely to have been more of such transfers. The Tribunal would note in particular in one case that a large number of interim fee transfers had been made within one calendar month. Transfers had also been made in respect of progress fees, which the Applicant described as a “quaint phrase”. The reality was that the expression had been used to make transfers in the nature of interim costs where cases had been subject to conditional fee arrangements. In such cases it was not permissible for a solicitor to deliver interim bills.
33. Further, where an overtransfer had been made as a result of an error Mr Wilson had told the firm’s cashier not to put it right.

34. Those actions were dishonest.

**The Submissions of Mr Wilson (contained in his aforementioned statement dated 4th August 2005)**

35. Mr Wilson had been a fellow of the Institute of Legal Executives before being admitted as a solicitor. He agreed he was the senior partner in the firm of Sentley Wilson Bowen. Mr Wilson had been adjudicated bankrupt on 7th October 2004. At the time of the hearing he did not hold a Practising Certificate.
36. In his statement Mr Wilson set out his personal history and that of the firm. He set up as a sole practitioner in 1997 and his daughter who had qualified as a solicitor worked with him. In August 2001 when he advertised for a solicitor to undertake personal injury litigation he received an application from Mr Huntingdon, who explained that he had previously been suspended from practice. Permission was obtained from The Law Society for him to be employed and subsequently for him to become a partner in the practice. Mr Huntingdon had introduced no capital or assets to the firm.
37. The firm had taken on a large number of personal injury cases funded by Imperial Consolidated Financiers. ICF typically lent the client £1,500 to £2,000. The system worked well until Imperial Consolidated Financiers foundered. The firm had taken on a number of cases which ought to have been progressed but the firm was left without money for disbursements. These matters were subject to conditional fee arrangements and if the matters did not proceed, the firm would not have been paid.
38. In September 2002 the firm merged with a Chesterfield practice, Bowen Johnson. The merger was not a success. There had been accounting difficulties at the Chesterfield firm.
39. There were offices at Doncaster, Chesterfield, Nottingham and Grimsby. Mr Wilson remained in charge of the merged firm's administration. Mr Huntingdon supervised the Doncaster office. In February 2003 the firm's legal cashier went on sick leave. He never fully returned to work. Mrs H was taken on as legal cashier in July 2003.
40. Mr Bowen had reported an overtransfer of funds pointed out to him by Mrs H. Mr Wilson had told him that he should immediately have told Mrs H to make the transfer back.
41. At the time when Mr Bowen's retirement terms were being discussed a significant funder and provider of cases to the firm did not make provision of promised money. This meant difficulty with paying staff wages. The case provider had assisted with the payment of wages and had made arrangements for files to be transferred from the firm to other solicitors upon payment for the work in progress. This did not happen as the case provider went into liquidation.
42. It had been the practice for the partners to receive an e-mail each morning from the firm's accounts department setting out the balance on client account and office account. The daily e-mail confirmed the firm's cash flow difficulties.

43. Mr Wilson said that by July 2004 he and Mr Huntingdon had been concerned about the payment of wages. In August they discussed the matter. Mr Wilson felt there would be little choice but to call in The Law Society to intervene into the practice.
44. Mr Wilson said that Mr Huntingdon had told him in the middle of August 2004 that he had been approached by a number of senior solicitors in the firm who were concerned that the firm was in financial difficulties and wanted to discuss them. The inference to be drawn was that the senior solicitors might be prepared to assist by "buying in". A meeting was arranged for 17th September but the purpose of the meeting had not been confirmed to Mr Wilson.
45. Mr Wilson accepted that at that meeting he agreed that it was quite possible that he had asked the accounts department to make the transfers. In every case there was an implied instruction that a bill should be done and in most cases a bill had been produced. The accounts department would be asked to telephone the relevant fee earner and clear any transfer with him. The accounts department also had instructions where if there was a reason why a transfer should not be made they should immediately contra the transfer if it had been made or stop it if it had not. Mr Wilson's actions had been in line with the custom and practice of the office. He certainly had not given instruction that a bill should not be drawn.
46. It was at the 17th September 2004 meeting that two members of staff had brought to Mr Wilson's attention their apparent disquiet in respect of transfers which had taken place several months earlier.
47. Mr Wilson accepted that on 11th February 2005 an adjudicator of The Law Society had found an inadequate professional service provided to Mr JMB and that he should be paid £500 compensation. The payment had not been made because The Law Society had intervened into the firm. Mr Wilson himself had been adjudicated bankrupt.
48. Mr Wilson had cooperated with The Law Society's investigation to the best of his ability. The matters set out in statements made by members of the firm's staff had not been drawn to Mr Wilson's attention. Sums of money recorded as drawings on Mr Wilson's behalf had for example been payments of a credit card bill where Mr Wilson had paid on his credit card for his firm's promotion at The Lincolnshire Show. The amounts shown as drawings by Mr Wilson did not indicate monies taken entirely for his personal use.
49. Mr Huntingdon had been aware of the firm's cash flow difficulties and that subject had been frequently discussed. An e-mail was provided every morning detailing the cash situation.
50. Mr Wilson had left the premises on Friday 17th September 2004, but that had nothing to do with being confronted. He had told Mr Huntingdon and the staff members that it was his view that the firm's finances were such that The Law Society should have been asked to intervene. They had asked Mr Wilson not to inform The Law Society but to give them a week to put together a financial plan which would allow them to continue the practice. Although Mr Wilson doubted that financial support would be



available he agreed to leave it until the following Friday before he asked The Law Society to intervene. It was left that Mr Huntingdon and the two members of staff would make the necessary announcement to the staff in all of the firm's offices explaining that the firm had run out of money and they were trying to put together a rescue plan. If the rescue plan did not succeed then The Law Society would be asked to intervene and the firm would be closed.

51. Mr Wilson had said that he had done nothing wrong. The progress fees were perfectly proper. They had been raised in 2003 with RM Management Services who administered the scheme initially on behalf of ICF and subsequently Invaro. Mr Wilson said that Mr Huntingdon had arranged for a director of RM Management to give assurance to the firm's bankers that that was in order.
52. Mr Wilson did not agree with Mr Huntingdon's assertion that his role in the partnership was very minor. He had been involved in all the strategic decisions and discussions took place between him and Mr Wilson on most days. It was not correct to suggest that the accounts department staff reported only to Mr Wilson.
53. Mr Wilson did not agree with a number of the statements made by staff.
54. Mr Wilson took the view that many of the statements made by witnesses were disingenuous in that they had answered only the questions asked and had not sought to put matters into context. The cashiers had not referred to Mr Wilson's constant badgering to ensure that there were no breaches of the Solicitors Accounts Rules. Mr Huntingdon's statement appeared to be a concerted attempt to minimise his own role in the knowledge that he had previously been suspended from practice.
55. Mr Wilson accepted his responsibility for any breaches of the Solicitors Accounts Rules, not least because as senior partner he carried the responsibility for overall supervision of the office including checking whether his instructions had been carried out. If however he had given instructions that were in breach of the Rules then those instructions were given honestly believing that they were not in breach of the Rules and he absolutely and categorically denied that there had been any dishonesty involved on his part. There was, on average, about £1million in client account and if Mr Wilson had been intent on being dishonest it would have made little sense to be so in respect of rather small sums of money.

### **The Evidence and Submissions of Mr Huntingdon**

56. Mr Huntingdon said that he was regarded more as an employed solicitor than a partner. Mr Wilson had been solely responsible for the activities which brought about the breaches which had been identified. He did not consult the fee earners, including Mr Huntingdon himself, having the conduct of those client matters, before taking or causing to be taken actions amounting to breaches of the Solicitors Accounts Rules. Not only did Mr Wilson not consult beforehand or inform afterwards the fee earners concerned, but he gave specific instructions to the accounts department that Mr Huntingdon was not to be informed of the actions he had taken.

57. Mr Huntingdon had been unaware of the problems until two members of the cashiers department and two fee earners more or less simultaneously voiced their concerns to Mr Huntingdon.
58. Mr Huntingdon then began his own investigation and called meetings with a number of fee earners and cashiers in the absence of Mr Wilson. Subsequently he arranged a meeting with Mr Wilson. That meeting had been held on 10th September 2004 at the Doncaster office and had been attended by Mr Wilson, two solicitors in the firm and Mr Huntingdon. The solicitors and Mr Huntingdon each put certain matters to Mr Wilson. His explanations had been vague or disingenuous. At the conclusion of the meeting Mr Wilson announced that he was leaving and would not return. He cleared his desk very shortly afterwards and did not return.
59. During the following days Mr Huntingdon continued his investigations. It became clear that there were many matters which had not come to light prior to the meeting on 10th September 2004. By 22nd September 2004 Mr Huntingdon had resolved that the matters discovered were so serious that he would have to report them to The Law Society. It was on that date that he wrote his letter.
60. Mr Huntingdon had no prior knowledge of Mr Wilson's activities and had no reason to suspect dishonesty on the part of Mr Wilson. Mr Wilson had not disclosed to Mr Huntingdon those matters of which he should have been aware as a partner and it was Mr Huntingdon's view that Mr Wilson had deliberately hidden them from him.
61. Mr Huntingdon told the Tribunal that he had been concerned about his own position as his only income was derived from the firm but he had reached the conclusion that his duty was to report the matter to The Law Society and that was what he had done. Mr Huntingdon had been adjudicated bankrupt.

#### **The Tribunal's Finding on the question of dishonesty in relation to Mr Wilson**

62. The Tribunal found itself in no doubt at all that Mr Wilson's activities had been dishonest. He had knowingly taken clients' monies in an attempt to keep the firm afloat. Not only was that a serious breach of the Solicitors Accounts Rules but it was a dishonest misuse of funds entrusted to a firm of solicitors. Clients' money is sacrosanct and a solicitor is bound to exercise a proper stewardship of such funds. The Tribunal concludes that Mr Wilson simply helped himself to money that appeared to be available in order to meet the costs of running the firm. It was clear to the Tribunal, applying the Twinsectra test, that any solicitor and, indeed any member of the public, would regard such action as dishonest and it was inconceivable that Mr Wilson, as a solicitor himself, could not have realised that his actions would have been so regarded both by the public and by fellow members of the solicitors' profession.
63. The Tribunal found all of the allegations against Mr Wilson to have been substantiated and found that he had been dishonest.

64. The Tribunal found all of the allegations against Mr Huntingdon to have been substantiated, indeed they were not contested. No allegation of dishonesty had been made against Mr Huntingdon.
65. On 30th June 1994 the Tribunal found the following allegations to have been substantiated against Mr Huntingdon. The allegations were that he had been guilty of a solicitor in that he had:-
- i) practised as a solicitor whilst not having in force a Practising Certificate.
  - ii) failed, notwithstanding the provisions of Section 34 of the Solicitors Act 1974 and of the rules made there under to deliver accountants reports in respect of his practice as a solicitor for the periods ending 31<sup>st</sup> March 1992 and 1993.
  - iii) failed to keep accounts properly written up for the purposes of Rule 11 of the Solicitors Accounts Rules 1991.
  - iv) failed to provide a gross fees certificate and to make required contributions as required by Rules 14.1 and 15.1 of the Solicitors Indemnity Rules 1992.
  - v) failed to reply to letters from the Solicitors Complaints Bureau.

when the Tribunal recorded:-

“The respondent had not appeared before the Tribunal, but had written a letter to the then applicant dated 25<sup>th</sup> May 1994. In that letter Mr Huntingdon said he suffered from a series of strokes, a perforated ulcer and a heart attack from which he was still recovering. He did not consider that in the foreseeable future he would be well enough to resume employment of any kind.

The Tribunal had found all of the allegations to have been substantiated. The Tribunal said that the respondent was no longer in practice, it appeared that his practice had been run down so that at the time of the Law Society’s intervention it was practically at a stand still. It was clear to the Tribunal that Mr Huntingdon had continued to act as a solicitor at a time when his practice had almost been brought to an end but when he had not complied fully with all regulatory requirements. The Tribunal had before it no formal evidence as to the state of Mr Huntingdon’s health, but it appeared from his letter that he had not enjoyed good health and that had probably contributed to his failure to comply with all the bookkeeping and regulatory matters. The Tribunal had accepted that as Mr Huntingdon was not practising, the public was not at risk.

It appeared that one small claim had been made upon the Law Society’s compensation fund in the sum of £130.00. Mr Huntingdon appeared not to have been responsible for any fraud or mishandling of client’s funds. He was nevertheless not fit to be on the Roll of Solicitors at the time of the hearing and it was for those reasons that the Tribunal decided it was appropriate to impose upon Mr Huntingdon an indefinite period of suspension from practice. He was ordered to pay the applicant’s costs.”

66. Following a hearing on 13th December 2000 of Mr Huntingdon's application to the Tribunal to have his period of indefinite suspension brought to an end the Tribunal said:-

“In all of the circumstances the Tribunal was prepared to accept that Mr Huntingdon's original failures had very largely been the result of the bout of ill health he had suffered. The Tribunal accepted Mr Huntingdon's evidence that he had regained his health. The Tribunal noted that he was supported by Yorkshire Law Society and others. The Tribunal ordered that the indefinite period of suspension might be determined as from the 13<sup>th</sup> December 2000 on three conditions: -

First the Respondent was to repay over a period of three years all monies paid out by the Law Society's Compensation Fund.

Secondly the Tribunal recommend to the Law Society that any Practising Certificate issued to Mr Huntingdon should be subject to the condition that he be not permitted in future to practise as a sole practitioner and thirdly the respondent must work under proper supervision for the first three years of his being granted a practising certificate. The Tribunal further ordered that Mr Huntingdon should pay the Law Society's costs of responding to the application in a fixed sum.”

### **The Tribunal's Decision and its Reasons**

67. In order to protect the public and the good reputation of the solicitors' profession the Tribunal has to make it very clear indeed to Mr Wilson that his dishonest behaviour would not be tolerated by the solicitors' profession. The Tribunal ordered that he be struck off the Roll of Solicitors.
68. With regard to Mr Huntingdon, the Tribunal noted that he had appeared before the Tribunal on an earlier occasion and had been suspended from practice for an indefinite period of time. Subsequently that indefinite period had been brought to an end by the Tribunal.
69. Mr Huntingdon was a partner in the firm and had clear responsibilities. He was aware of cash flow difficulties and had taken no steps to properly address those problems. His explanation that he was regarded as an employed solicitor or a member of the firm more junior than Mr Wilson did not really assist him. He was held out to be a full equity partner and he did have a clear responsibility to ensure that the firm was being properly run and complied in all respects with the rules and requirements of a solicitor's practice.
70. Although Mr Huntingdon had to be given credit for his eventually reporting Mr Wilson's activities to The Law Society, the Tribunal concluded that he had turned a blind eye to what was going on. He had not questioned how the firm's expenses were being paid when he knew there were cash flow difficulties and, indeed, during the course of his own explanation to the Tribunal he confirmed that he had delayed in reporting his concerns to The Law Society because of concern about his own financial position. Although Mr Huntingdon's level of culpability was rather less than that of

Mr Wilson and no allegation of dishonesty had been made against him, the Tribunal concluded that Mr Huntingdon's abdication of responsibility was so serious that it was right that he should be struck off the Roll of Solicitors.

71. The Applicant sought the costs of and incidental to the application and enquiry and had provided to the Tribunal a schedule of the costs involved. These were to be reduced as the hearing had taken rather less time to reach a conclusion than had been anticipated. The Applicant urged the Tribunal to make an order for costs in his favour and to fix the costs in order to avoid the expenditure of further time and to save costs.
72. Mr Huntingdon told the Tribunal that he was not in a position to disagree with the costs sought by the Applicant but pointed out that he was bankrupt and there was very little likelihood that any costs could be recovered either against him or indeed against Mr Wilson who also had been adjudicated bankrupt.
73. The Applicant told the Tribunal that the level of costs that he would seek had been communicated to Mr Wilson who had not raised any objection.
74. The Tribunal gave due consideration to the question of costs. They agreed that it was right that the Respondents should bear the Applicant's costs but it was concerned about fixing those costs at the high level sought without the agreement of both parties.
71. The Tribunal concluded that it would be right to order that the Respondents pay the costs of and incidental to the application and enquiry to include the costs of The Law Society's Investigation Accountant (the FIO) and that such costs should be subject to a detailed assessment if not agreed between the parties. The Tribunal records here that it considers it perfectly proper that Mr Rowson, The Law Society's FIO, should have attended the hearing to give oral evidence. The Tribunal was assisted by such evidence and it was right that The Law Society should make such live evidence available to the Tribunal in view of the allegation of dishonesty made against Mr Wilson and the high standard of proof required to establish such a serious allegation.
72. For the avoidance of doubt the Tribunal's order for costs is to be a joint and several liability of the two Respondents.

Dated this 2nd day of September 2005

On behalf of the Tribunal

D J Leverton  
Chairman