

IN THE MATTER OF STEPHEN MORECROFT, solicitor

- and -

IN THE MATTER OF THE SOLICITORS ACT 1974

Mr A G Ground (in the chair)
Mr D J Leverton
Mr D E Marlow

Date of Hearing: 25th May 2006

FINDINGS

of the Solicitors Disciplinary Tribunal
Constituted under the Solicitors Act 1974

An application was duly made on behalf of The Law Society by Robert Simon Roscoe solicitor and partner in the form of Victor Lissack, Roscoe & Coleman Solicitors of 70 Marylebone Lane, London W1U 2PQ on 29th September 2005 that Stephen Morecroft a solicitor of Barker Street, Shrewsbury, Shropshire 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.

On 30th October 2005 the Applicant made a supplementary statement and on the 31st March 2006 the Applicant made a second supplementary statement. Both the original statement and the two supplementary statements contained allegations all of which are set out below.

The allegations were that the Respondent had been guilty of conduct unbecoming a solicitor in each of the following particulars:-

- (a) He failed to ensure compliance with the rules in breach of Rule 6 of the Solicitors Accounts Rules 1998.
- (b) He failed upon discovery to remedy a shortage of money in clients account in breach of Rule 7(1) of the Solicitors Accounts Rules 1998.

- (c) He improperly withdrew client money from his designated client account and in breach of Rule 22(1) of the Solicitors Accounts Rules 1998.
- (d) He improperly made payments of client money from his designated client account in excess of funds held and in breach of Rule 22(5) of the Solicitors Accounts Rules 1998.
- (e) He failed to avoid conflicts of interest in conveyancing, property selling and mortgage related services in breach of Practice Rule 6(2) of the Solicitors Practice Rules 1990.
- (f) He failed to notify the Abbey National, having been instructed by them, that completion monies in the sum of £90,000 had been paid, or purported to have been paid by the purchaser directly to the vendor in breach of Practice Rules 1 and 6 of the Solicitors Practice Rules 1990.
- (g) He failed to keep proper accounting records in accordance with Rule 32(1) of the Solicitors Accounts Rules 1998.
- (h) He failed to reconcile his designated client account in accordance with Rule 32(7) of the Solicitors Accounts Rules 1998.
- (i) He failed to act in the best interest of his client.
- (j) He acted without integrity and brought himself and the solicitors' profession into disrepute by forging the signatures of vendor clients of PCB Solicitors on a transfer deed and by signing his own name as witness and thus purporting to witness the vendors' signatures and thereafter by lodging the deed at the Land Registry in order to register his purchaser clients' title to the property transferred by the deed in breach of Rule 1(a) and (d) of the Solicitors Practice Rules 1990.
- (k) He persistently failed to deal promptly and substantively with correspondence from The Law Society.
- (l) He failed to comply with professional undertakings given in a conveyancing transaction to Penningtons, solicitors, and further failed to respond to enquiries properly made of him by Penningtons in respect of the Respondent's failure to comply with such undertakings in breach of Rule 1(a) and (d) of the Solicitors Practice Rules 1990.
- (m) He failed to comply with professional undertakings given in a conveyancing transaction to Guy Williams Layton, solicitors and further that failed to respond to enquiries properly made of him by Guy Williams Layton in respect of the Respondent's failure to comply with such undertakings in breach of Rule 1(a) and (d) of the Solicitors Practice Rules 1990.
- (n) He acted without integrity and brought himself and the solicitors' profession into disrepute in misleading the Shelton Hospital by claiming that a court order had been made requiring them to disclose to him medical records to which he was not entitled access in breach of Rule 1 of the Solicitors Practice Rules 1990.
- (o) He persistently failed to deal promptly and substantively with correspondence from The Law Society in breach of Rule 1 of the Solicitors Practice Rules 1990.

- (p) He failed to comply with a professional undertaking given in respect of costs and disbursements to TLT solicitors in breach of Rule 1 of the Solicitors Practice Rules 1990.
- (q) He failed to act in the best interests of his client Mr D in breach of Rule 1 of the Solicitors Practice Rules 1990.
- (r) He withdrew money from his client account dishonestly and in breach of Rule 22 of the Solicitor Accounts Rules 1998.
- (s) He failed to comply with professional undertakings given in a conveyancing transaction to Shoosmiths, solicitors in breach of Rule 1 of the Solicitors Practice Rules 1990.
- (t) He wilfully failed to comply with conditions imposed on his practising certificate in breach of Rule 1 of the Solicitors Practice Rules 1990.
- (u) He failed to produce his records, papers, client and controlled trust matter files, financial accounts and other documents and information in breach of Rule 34 of the Solicitors Accounts Rules 1998.
- (v) He failed to comply with Rule 23 of the Solicitors Accounts Rules 1998 with regard to arrangements for the withdrawal of client account monies.
- (w) He failed to deliver to The Law Society Accountant's Reports for the period ending 31st December 2004 and 30th June 2005 contrary to Section 34 of the Solicitors Act 1974 and Rule 35 of the Solicitors Accounts Rules 1998.

The application was heard at the Court Room, 3rd Floor, Gate House, 1 Farringdon Street, London, EC4M 7NS on 25th May 2006 when Robert Simon Roscoe appeared as the Applicant and the Respondent did not appear and was not represented.

Preliminary matter – application for an adjournment by the Respondent

The Respondent sought an adjournment. During the course of correspondence he indicated that he believed that the hearing was to take place on 29th May 2006. He had been reminded by the Tribunal's office that the hearing was to take place on 25th May 2006 and in his letters to the Respondent the Applicant also had made reference to the correct date of the substantive hearing.

The Respondent sought an adjournment of the matter because he said that he would be on holiday on the date of the hearing.

The chronology placed before the Tribunal by the Applicant indicated that the Tribunal had by letter of 6th December 2005 notified the Respondent of the hearing date. It appeared that the Respondent had booked his holiday on 9th January 2006.

The Applicant resisted the Respondent's application for an adjournment on the basis that he had been fully notified of the date of the hearing and had responded to letters addressed to him with regard to the disciplinary proceedings. He was fully aware of what was going on.

The Tribunal did not consider that a holiday booked by the Respondent was a good reason to adjourn the substantive hearing. It is to be expected that a member of the solicitors'

profession should give proper priority to a hearing before his own professional disciplinary Tribunal. Additionally in this case it appeared from the chronology that the Respondent had booked his holiday after being notified of the substantive hearing date.

In addition the Tribunal has a duty both to the public and to the solicitors' profession to ensure that its business is dealt with without undue delay.

The Tribunal refused to grant an adjournment to the Respondent. The Tribunal proceeded to hear the substantive matter in the absence of the Respondent.

The evidence before the Tribunal included the fact that Civil Evidence Act notices had been served upon the Respondent who had not served a counter notice. The Applicant relied upon the papers to which the Civil Evidence Act Notes related all which had been filed with the Tribunal.

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

The Tribunal Orders that the respondent, Stephen Morecroft of Battlefield Road, Shrewsbury, Shropshire, 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 fixed in the sum of £22,885.42

The facts are set out in paragraphs 1 to 58 hereunder

1. The Respondent, born in 1953, was admitted as a solicitor in 1977. The Respondent was a sole practitioner in practice as Morecroft & Co Solicitors at 7 Barker Street, Shrewsbury, Shropshire. The Respondent was the only qualified solicitor in the practice.
2. A Forensic Investigation Officer of The Law Society (the FIO) began an inspection of the Respondent's books of account on 5th January 2005. the FIO prepared a report dated 1st March 2005 that was before the Tribunal.
3. The report revealed that the firm's books of account were not in compliance with the Solicitors Accounts Rules.
4. The books of account had not been written up to date. They had been written up to 1st December 2004 but a client account reconciliation for the period ending 30th November 2004 had not been prepared. The clients' ledger had only been fully written up to 31st August 2004. The latest client account reconciliation available was that for the period ending 31st August 2004.
5. The books of account for the period ending 31st August 2004 showed that client liabilities totalled £202,695.80. The list of liabilities included a miscellaneous ledger which had an unidentified credit balance of £1,358,830.56 at that date. There were also numerous overdrawn client ledger accounts totalling £2,425,678.12 which had been netted off. The total amount of clients' money recorded as being held as at 31st August 2004 was £172,105.11.
6. The Respondent's reporting accountants had informed him of the position in August 2004. The Respondent told the FIO that his reporting accountants "gave me a list of queries, unresolved matters to be dealt with which I had endeavoured to do", and he asked his bookkeeper to do what she could. The Respondent had not been able to

devote enough time to his accounts because of family problems. The Respondent and his bookkeeper were trying to clear the backlog.

7. The inspection was suspended to afford the Respondent additional time to bring the records up to date.
8. The inspection recommenced on 24th January 2005 when the situation had not changed substantially. The balance on the miscellaneous ledger had been reduced by £553,327.36 leaving a balance of £805,503.20. A client account reconciliation statement had been prepared to 30th November 2004, but not for the month ending 31st December 2004 and individual client ledgers had not been written up for December 2004.
9. When asked by the FIO on 2nd February 2005 if his records were currently up to date the Respondent confirmed that they were not owing to personal difficulties affecting his bookkeeping.
10. The Respondent said that he was monitoring the situation by having meetings with his bookkeeper on a monthly basis but she had been telling him that things were up to date but not in a written format.
11. The books of account made available to the FIO on 24th January 2005, for the accounting period ending 30th November 2004, showed the following position:

Net liabilities to clients	£1,922,661.53
Cash Available	<u>210,894.53</u>
Book Deficit	<u>(£1,711,767.00)</u>
12. The total of the liabilities to clients shown above was arrived at after netting off debit balances totalling £948,170.76 but did include the unidentified balance on the miscellaneous ledger of £805,503.20.
13. The FIO analysed a number of matters where either a large credit or debit balance existed as at 30th November 2004. Through an examination of the available accounting records and client matter files the correct balance for each matter was established. The FIO prepared a list. In ten cases debit balances were shown incorrectly. For example in one case a debit balance of £148,757.37 was shown when the true position was a credit balance of £1,467.63. In a further ten cases substantial credit balances were recorded but the true balances were modest. In one case a recorded balance of £140,325.12 was incorrect. The actual balance standing to the client's credit was £375.12.
14. The FIO concluded that the books of account contained numerous errors and omissions and were unreliable. It was not possible to express an opinion as to whether or not the funds held by the Respondent's firm were sufficient to meet the firm's liabilities to its clients.
15. The Respondent accepted that his books of account were not accurate, up to date or reliable. He would discuss the situation with his accountants and seek their assistance in bringing the books of account up to date.
16. The FIO then went on to consider the report concerns about conveyancing transactions:-

17. The Respondent acted for Mr and Mrs S in the purchase of a property at the price of £450,000.00 from their son. A review of the file and associated ledger card showed that the deposit of £90,000.00 had been paid directly to the vendors by the purchasers.
18. The Respondent confirmed to the FIO that he was acting for Abbey National and Abbey National was aware that this was a family transaction; Abbey National had not been advised specifically of the purported direct payment of the deposit by the purchasers. The Respondent had been aware of his obligations to report the direct payment of the deposit to Abbey National. He explained that the purchase price was based on three valuations of the property, and that the property value had not been inflated, and there was no dishonesty involved. Stamp duty had been paid on the full purchase price. A cheque had been drawn from client account on 8th September 2004, to pay the Stamp Duty of £13,500.00, notwithstanding the fact that a client to office transfer for £13,500.00 had already taken place on 1st September 2004.
19. The Respondent had acted for both the purchaser and vendor in relation to this transaction. He said that originally he had started to act for both parties but that ultimately he only acted for the purchasers. He did act for the vendors in the redemption and discharge of their mortgage. The Respondent insisted that this was not the same as acting for Mr and Mrs S in the sale and pointed out that the contract had been prepared by the vendor, who was himself a retired solicitor.
20. The Respondent said that he accepted that this was an unusual situation.

Conflicts of interest

21. The Respondent acted for Mr T in the sale of a residential property and the transfer of a lease in a business. Mr T was bankrupt.
22. The Respondent had made a personal loan to his client, Mr T, in the sum of £19,000.00. Although the Respondent assured the FIO Mr T has been offered the chance to take independent advice there was nothing in writing to confirm that this had been done. The FIO noted that there was no loan agreement, nor any correspondence about the loan, save for the two brief and unclear handwritten notes.
23. The Respondent explained that despite the poor financial position of his firm he had made the loan to maintain the good relationship he enjoyed with his clientele in the Chinese and Asian communities knowing that it would be repaid from the proceeds of sale of Mrs T's share in the property as Mr T was bankrupt.

Forgery of signatures – PCB Solicitors Complaint

24. In 2003 the Respondent acted for Mr and Mrs F in the purchase of a property which was completed at the end of July 2003. The transfer was to be signed by all parties. Some eight months after the completion the vendors' solicitors PCB Solicitors, contacted the Respondent about the matter. On 15th April 2004 the Respondent advised them that registration had been completed.
25. Because the vendors' solicitors had received no transfer for signature by their clients from the Respondent, they approached the Land Registry.

26. The Land Registry confirmed that the transfer had been lodged by the Respondent but subsequently returned to him to make arrangements to obtain the signatures of the vendors. The transfer deed signed by the vendors had been returned by the Respondent and the registration had been completed.
27. A copy of the transfer showed on its face that both vendors had signed and the Respondent had witnessed their signatures. The vendors solicitors ascertained from their clients that they had not signed the document.

Breach of undertaking – Penningtons complaint

28. In 2004 the Respondent acted for Mr S in the purchase of a property. Penningtons acted for the Vendors.
29. On 11th June exchange of contracts took place by telephone, using The Law Society's "Formula B", which included the reciprocal exchange of undertakings. The purchaser's solicitor undertook that he had his client's signed contract and to hold that contract to the order of the vendors' solicitor and to despatch it on the day of exchange to the vendors' solicitor by first class post or DX. By 5th October 2004 Penningtons had not received the purchaser's signed contract nor any explanation for the delay and/or non-compliance.
30. Prior to exchange of contracts Penningtons obtained the reply to an enquiry before contract from the Respondent on 6th May 2005 confirming that he would be supplying on completion a "WCT form" (withdrawal of caution) in respect of the caution in favour of CAB referred to in Entry 4 of the proprietorship register.
31. In replies to requisitions on title the Respondent undertook to comply with Formula B and also to discharge any mortgages and charges referred to in earlier enquiries.
32. Following completion on 14th June 2004 Penningtons wrote to the Respondent requiring the WCT form. The Respondent did not provide it despite letters sent by Penningtons on 24th June, 19th July, 17th August, 14th and 22nd September, and 1st October.

Breach of undertaking – Guy Williams Layton complaint

33. On 19th September 2003 the Respondent acted for the vendor in the sale of a property. The purchasers were represented by Guy Williams Layton, solicitors.
34. Prior to completion and by an undertaking given in replies to requisitions on title dated 9th September 2003 the Respondent undertook on completion to discharge two registered charges. Despite several reminders the Respondent did not comply with his undertaking.
35. On 10th September 2004 Guy Williams Layton issued proceedings in the Liverpool County Court for specific performance of the undertakings. Guy Williams Layton established that the charges had been discharged in February 2005 and they were then able to register their clients' title.

Failure to respond to The Law Society

36. On 1st December 2004 and subsequently the Law Society wrote to the Respondent about the alleged forgery of signatures referred to in paragraphs 24-27 above. The Respondent failed to respond promptly and substantially.
37. On 7th December 2004 and subsequently the Law Society wrote to the Respondent about the breach of undertaking complaint referred to in paragraphs 28-32 above. The Respondent failed to respond promptly and substantially.
38. On 21st April 2005 and subsequently the Law Society wrote to the Respondent about the breach of undertaking complaints referred to in paragraphs 33-35 above. The Respondent failed to respond promptly and substantially.

Misleading the Shelton Hospital

39. In 2003 the Respondent acted for a client in criminal proceedings before the Shrewsbury Crown Court. The Respondent sought to obtain the medical treatment records of a third party, for which he had no permission and to which he was not entitled.
40. On 17th September 2003 the Respondent sent to the Shelton Hospital a letter asserting that a circuit judge at Shrewsbury Crown Court had made an order for disclosure of the records. The Respondent required disclosure of the records. The Respondent enclosed what appeared to be an affidavit sworn by him in support of the ex-parte application to the Crown Court for such disclosure. The Hospital disclosed the records in reliance on the Respondent's letter.
41. The Hospital subsequently learnt that no such order had been made and complained to the Law Society that they had been misled by the Respondent.
42. The Law Society wrote to the Respondent about the Hospital's complaint on 2nd December 2005. He did not reply.

Failure to comply with undertaking to TLT solicitors

43. In 2003 the Respondent was instructed by SPM Limited to secure a legal charge on their behalf on a property. The Respondent failed to progress the matter and the client instructed TLT solicitors to retrieve the file and resolve the matter. Despite numerous requests, the Respondent did not deliver the file and TLT was obliged to seek a court order against the Respondent for delivery of the papers. The Respondent, by his letter of 13th May 2005, undertook to TLT to forward the file of papers by 16th May 2005 and to pay costs and disbursements totalling £1,250 within 14 days thereof. Despite numerous requests to him the Respondent had failed to comply with his undertaking in respect of the payment fees and costs.
44. The Law Society wrote to the Respondent about this complaint on 8th December 2005. The Respondent did not reply.

Failure to act in the best interests of his clientFailure to comply with undertaking to Shoosmiths solicitorsBreach of Rule 22 Solicitors Accounts Rules

45. In 2005 the Respondent acted for Mr D in his purchase of an apartment in Birmingham. Shoosmiths, solicitors, represented the vendors.
46. On 10th May 2005 exchange of contracts took place by telephone using The Law Society's Formula B. The Respondent sent nothing to Shoosmiths.
47. Following the correspondence, on 1st August 2005 the Respondent sent the contract, signed by him on his client's behalf, to Shoosmiths.
48. Despite further requests by Shoosmiths, the Respondent never sent the deposit. The matter would be due for completion in 2006.
49. The Law Society wrote to the Respondent about this complaint on 8th December 2005. The Respondent had not provided any explanation nor acknowledged that letter.
50. Subsequent enquiries revealed that Mr D paid the Respondent £10,897.06 on 26th April 2005 but at the time of the intervention into the Respondent's practice that sum had not been paid to Shoosmiths and the balance in the Respondent's client account was £1,194.16.

Practising Certificate conditions

51. On 13th July 2005 The Law Society wrote to the Respondent to advise him of the Adjudication Panel's decision of 12th July 2005. That decision reiterated a first instance decision dated 19th May 2005 to impose conditions on the Respondent's Practising Certificate. Those conditions, inter alia, required that the Respondent work as a solicitor from, 20th July 2005, only in approved partnership or employment.

FIO's ReportBreach of Rule 34 of the Solicitors Accounts Rules 1998Breach of Rule 23 of the Solicitors Accounts Rules 1998Breach of S. s34 of the Solicitors Act 1974 and Rule 35 of the Solicitors' Accounts Rules 1998

52. The Law Society notified the Respondent that the an FIO would attend the Respondent's practice on 22nd August 2005 for the purpose of inspecting the Respondent's books of account and other documents.
53. The Respondent contacted The Law Society and stated that he had closed down his practice on 20th July 2005, that no-one would be present at his offices on 22nd August and that he would be absent on holiday until 1st September 2005.
54. The FIO's report dated 21st September 2005 was before the Tribunal. It confirmed that the Respondent held client monies and maintained a client bank account. The books of account were unavailable for inspection.

55. The Respondent's secretary told the FIO that she was a co-signatory on the Respondent's client bank account. That was in breach of Rule 34 of the Solicitors Accounts Rules 1998.
56. The FIO postponed his inspection until 2nd September 2005 when he spoke to the Respondent who did not provide him with the documents he required. The Respondent did tell the FIO that his client account had not been reconciled since March 2005.
57. At the time of the FIO's attendances at the Respondent's office in August and September 2005, both the Respondent and his secretary were working there in breach of the conditions on the Respondent's Practising Certificate. The Respondent was still using his client account and was continuing to conduct conveyancing matters.
58. The Respondent's Accountant's Report for the period ending 31st December 2004 was due to be lodged with The Law Society by 30th June 2005, and his Report for the period ending 30th June 2005 was due to be lodged with The Law Society by 31st August 2005. Neither Report had been received by The Law Society.

The Submissions of the Applicant

59. The Applicant relied upon his original statement and two supplementary statements made pursuant to Rule 4 of the Solicitors Disciplinary Proceedings Rules 1994. The Tribunal was invited to note the long letter written by the Respondent's reporting accountants which set out numerous accounting discrepancies of which the Respondent had been fully aware and thereby had been aware that there were problems with his firm's accounts.
60. The Respondent has not taken issue with the veracity of any of the documents.
61. The Law Society had intervened into the Respondent's practice in November 2005 at which time his client account had a credit balance of £1,194.
62. The Applicant put his case on the basis that in relation to allegation (r) there had been a dishonest withdrawal of monies from client account by the Respondent and the balance which should have been available in client account in respect of the amount paid to the Respondent by his client Mr D referred to in paragraph 50 above was no longer visible in any record maintained by the Respondent.
63. The Applicant sought the costs of and incidental to the application and enquiry which he quantified. He confirmed that he had himself calculated The Law Society's internal costs. The total sum claimed was £22,885.42.

The Tribunal's Findings

64. The Tribunal found the allegations to have been substantiated. The documents before the Tribunal supported the allegations made by the Applicant and none of them had been challenged by the Respondent.

Previous Findings

65. In its Findings dated 9th February 1989 the Tribunal confirmed that it found the following allegations to have substantiated against the Respondent. The allegations

were that the Respondent had been guilty of conduct unbefitting a solicitor in each of the following circumstances namely that he had:-

- (a) drawn clients' money from client account other than as permitted by Rule 7 of the Solicitors Accounts Rules 1986 contrary to Rule 8 of the said Rules;
- (b) utilised clients funds for his own purposes.

66. In its Findings the Tribunal said:-

“The Tribunal are in no doubt that the Respondent was dishonest in taking the two sums of money from client account. They accept that the Respondent had no intention permanently to misappropriate such money and indeed it was paid back fairly quickly. The utilisation by a solicitor of clients' moneys for his own purposes, however great or small the sum and whether or not the solicitor intended to repay the money, is a grave matter. The Tribunal seriously considered the imposition of the ultimate sanction available to them. However, the Tribunal have born in mind three particular matters offered in mitigation. The first was the considerable delay which occurred before the matter was brought to them. Clearly the Respondent had been considerably penalised by the delay; secondly the Tribunal were impressed by the references placed before them and; thirdly the Tribunal were most impressed with the evidence of Mr Clarke and were grateful to him for attending before them to give such evidence. It is for these reasons that the Tribunal have decided to take a lenient course. The Tribunal Order that the Respondent be suspended from practice for the period of twelve months from the 9th day of February 1989 and they further Order that he do pay the costs of and incidental to this application and enquiry (to include the costs of the Investigation Accountant of the Solicitors that in the event of Mr Clarke Making an application to employ the Respondent during the period of his suspension, to The Law Society should look favourably upon the same.”

“On 9th February 1989 the Tribunal found the allegations to have been substantiated against the Respondent. The allegations were that the Respondent has been guilty of conduct unbefitting a solicitor in each of the following circumstances namely that he had:-

- (a) Drawn clients' money from client account other than as permitted by Rule 7 of the Solicitors Accounts Rules 1986 contrary to Rule 8 of the said Rules;
- (b) Utilised clients' funds for his own purposes.”

67. At a hearing on 1st April 2004 the Tribunal found the following allegations to have been substantiated.

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

1. That he had breached the terms of a professional undertaking;
2. That he had unreasonably delayed in post-completion work and conveyancing matters;

3. That he had failed to reply to correspondence from solicitors to whom the Respondent had provided an undertaking;
4. That he failed to reply to correspondence from the OSS.”

68. In its Findings dated 14th May 2004 the Tribunal said:-

“The Tribunal has noted the serious allegations substantiated against the Respondent in 1989, of course, recognised that the conduct of the Respondent in relation to that earlier matter had taken place long ago.

The matters before the Tribunal in March 2004 were very much less serious although, of course, the breach of a solicitor’s undertaking is not to be ignored. The recipient of a solicitor’s undertaking is entitled to expect that such undertaking will be complied with within a reasonable period of time. Considerable inconvenience was caused to the purchaser of the property and his solicitors. All in all the way in which the post completion matters were dealt with by the Respondent’s firm was slipshod.

The Tribunal has given the Respondent credit for his early admissions and his frank explanations. He was right when he described his failure to respond to letters addressed to him by the OSS as stupid. Although the Respondent’s breaches must not be overlooked, the Tribunal does not consider that they are at the highest end of the scale and it would be right to impose a fine upon the Respondent.

The Tribunal ordered the Respondent to pay a fine of £1,000. The Tribunal considered the costs sought by the Applicant which, having regard to the Respondent’s admissions at an early stage, appeared to be high. The Tribunal considered that it was right that the Respondent should pay the Applicant’s costs but fixed those costs in the figure of £2,000 including VAT to which should be added disbursements of £170 making a total of £2,170.00.”

69. At the hearing on the 25th May 2006 the Tribunal has found a catalogue of allegations of a most serious nature to have been substantiated against the Respondent including the forgery allegation (j), the false representation to a Hospital that a Court order had been made in allegation (n), the dishonest withdrawal of client funds in allegation (r) and breaches of undertakings. Overall his conduct indicated that he was prepared flagrantly to breach the rules and responsibilities of practice as a solicitor and he had been guilty of dishonesty. In reaching its conclusion that the Respondent had been dishonest the Tribunal having applied the two part test in the case of *Twinsectra-v-Yardley*. When he forged the signatures of the vendors in a transaction and purported to witness them himself in order to facilitate registration at H M Land Registry what he did would be regarded as dishonest by ordinary people and he must have known that his action was dishonest. The failure to deal properly with undertakings given during the course of a conveyancing transaction was wholly unacceptable. The way in which property transactions are conducted in England and Wales relies to a very great extent upon a party being able unquestionably to rely upon an undertaking given by a solicitor. Failure to comply with such undertakings causes delay, anxiety and potentially costs to those who have placed reliance upon the undertaking if it remains unfulfilled.

70. Even if the Tribunal had not found the Respondent to be dishonest the catalogue of allegations found substantiated against him together with his poor disciplinary history would have led the Tribunal to impose the ultimate sanction upon him.
71. As it was the Tribunal, having made its findings, did impose a Striking Off order upon the Respondent and it further ordered that he should pay the costs of and incidental to the application and enquiry.
72. In view of the Respondent's failures to deal with important matters the Tribunal gave careful consideration to the amount of costs claimed by the Applicant. It considered, having considered carefully the Applicant's information and explanations, that such costs were fully justified and in order to save a further expenditure of time and money upon this case the Tribunal ordered the Respondent to pay the Applicant's costs in the inclusive sum which he sought of £22,885.42.

Dated this 27th day of July 2006

On behalf of the Tribunal

A G Ground
Chairman