

IN THE MATTER OF STEPHEN ROBERT CRAWFORD,
A person (not being a solicitor) employed or remunerated by a solicitor

- AND -

IN THE MATTER OF THE SOLICITORS ACT 1974

Mr W M Hartley (in the chair)
Mr R Nicholas
Lady Maxwell-Hyslop

Date of Hearing: 9th October 2008

FINDINGS

of the Solicitors Disciplinary Tribunal
Constituted under the Solicitors Act 1974

An application was duly made on behalf of the Law Society by Patrick Matthew Bosworth of Russell-Cooke LLP, 8 Bedford Row, London WC1R 4BX on 3rd April 2008 that an Order under Section 43 of the Solicitors Act 1974 (as amended) be made by the Tribunal directing that as from the date to be specified in such Order no solicitor, recognised body or Registered European Lawyer shall employ or remunerate Stephen Robert Crawford of Button Bridge, Kinlet, Worcestershire, who was or had been employed or remunerated by Shakespeare Putsman LLP except in accordance with permission in writing granted by the Law Society or that such other Order might be made as the Tribunal should think right.

The allegations made against the Respondent were:-

- (a) That he fraudulently created a letter dated 14th May 2007 addressed to Barclays Bank plc purporting to serve a break notice on them regarding his client's lease of an office at 4th Floor Office, Harborne House, 66-70 High Street, Harborne, Birmingham (hereafter referred to as 'Harborne House') in a deliberate attempt to obtain an unfair advantage for his client.

- (b) That he fraudulently created a letter dated 21st March 2007 addressed to Adecco UK Limited purporting to serve a break notice on that company regarding his client's lease of an office suite at 2nd Floor Office Suite, Hampton Walk, Queen Square, Wolverhampton (hereafter referred to as 'Hampton Walk') in a deliberate attempt to obtain an unfair advantage for his client.
- (c) That he failed to respond truthfully when asked at a disciplinary hearing on 8th August 2007 held by his employers in respect of the Harborne House matter any details in respect of the Hampton Walk matter.

The application was heard at The Court Room, 3rd Floor, Gate House, 1 Farringdon Street, London, EC4M 7NS on 9th October 2008 when Patrick Matthew Bosworth appeared as the Applicant and the Respondent did not appear and was not represented.

The evidence before the Tribunal

The evidence before the Tribunal included a letter addressed to the Applicant by the Respondent dated 12th May 2008. The Respondent had written to the Tribunal on 7th June 2008 stating that he wished to put forward points in mitigation. In his response to service of the disciplinary proceedings upon him the Respondent indicated that he admitted the allegations. He confirmed in a letter addressed to the Applicant dated 2nd July 2008 that he did indeed admit the allegations. In a further letter dated 6th October 2008 addressed to the Tribunal the Respondent set out his submissions.

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

The Tribunal Orders that as from 9th day of October 2008 no solicitor, Registered European Lawyer or incorporated solicitor's practice shall, except in accordance with permission in writing granted by the Law Society for such period and subject to such conditions as the Society may think fit to specify in the permission, employ or remunerate in connection with the practice as a solicitor, Registered European Lawyer or member, director or shareowner of an incorporated solicitor's practice Stephen Robert Crawford of Button Bridge, Kinlet, Worcestershire, a person who is or was a clerk to a solicitor and the Tribunal further Order that he do pay the costs of and incidental to this application and enquiry fixed in the sum of £1,628.55.

The facts are set out in paragraphs 1 - 3 hereunder:-

1. The Respondent was born in 1951. At the material times he was employed by Shakespeare Putsman LLP at Birmingham, West Midlands as a legal executive in the firm's property department.
2. The Respondent had produced fraudulent letters in the course of his employment at Shakespeare Putsman LLP.
3. The Respondent had been prevailed upon by a client to serve notice under the break clause in a lease after the time limit for so doing and then he had written to confirm that such notice had been served within the relevant time limit. A letter to the lessor dated 18th June 2007 purported to send a copy of a letter of 14th May 2007 which

would break the lease. In fact the 14th May letter was a fabrication. The Respondent had not complied with his employers' internal procedures relating to the service of break clause notices.

The Submissions of the Applicant

4. The facts of the matter spoke for themselves. It appeared to be the only misconduct on the part of the Respondent during a long and unblemished career in the law. He appears to have succumbed to the pressure of a client to act incorrectly.
5. It was right in these circumstances that the Respondent should be subject to the regulatory order that would control his future employment within the solicitors' profession.
6. The Applicant sought the costs of and incidental to the application and enquiry which he placed in the sum of £1,628.55.

The Submissions of the Respondent (contained in his aforementioned letter of 6th October 2008)

7. The Respondent acknowledged that he created the letter dated 14th May 2007 purporting to serve a break notice. At that time the Respondent felt under immense stress, his wife having been diagnosed with a serious illness. The firm Shakespeare Putsman had just been formed following the merger of two firms and he had relocated to new offices. The Respondent's secretary had not moved so he was having to look after his own typing, filing and administration, as well as trying to deal with increased targets. The lack of backup support created a lot of pressure. The client asked the Respondent to prepare a letter to the landlord referring to a break notice dated within the appropriate timescale. The Respondent had advised that that would be completely unethical and that such a course of action was bound to fail. The client was adamant. The Respondent anticipated that the landlord would respond that it had not received the break notice and was not prepared to accept the break. The landlord did respond and instructed solicitors to act on its behalf.
8. Shortly after the client's instruction, he again asked that the Respondent prepare a similar letter to the landlord of other premises. No response was ever received in that matter.
9. The matter had come to light while the Respondent was on holiday. He did not seek to deny it.
10. On accepting the client's instructions in these matters, the Respondent acknowledged that he acted naively and unethically. He knew that it was a gamble on behalf of the client. He did not appreciate that he was gambling with his career. He felt ashamed that he had let down so many people from the partner he worked with to his wife and family, colleagues and the legal profession.
11. The Respondent lost a good job with a good salary and his standing in the community. He had to 'sign on' for job-seekers allowance and struggled to pay his mortgage and other household bills, whilst also supporting his wife through her illness.

12. Since qualifying in 1976, that had been the first time that the Respondent had ever done anything like this. He would never again do such a thing.
13. The Respondent had suffered financial difficulties. He had always acknowledged the seriousness of the matter but did feel that he had paid a debt over the past fourteen months. He would dearly love to return to work within the profession he had enjoyed for many years.

The Findings of the Tribunal

14. The Tribunal found the matter alleged against the Respondent to have been substantiated, indeed he did not contest it.
15. The Tribunal found this to be a very sad case and recognised that the Respondent had acted improperly upon being pressed by a client at a time when he was suffering from other strains and stresses. The making of a Section 43 Order was not punitive but amounted to a regulatory measure. It would not prevent the Respondent from working again within the solicitors' profession but he would be able to do so only with the consent of the Law Society. The Law Society would thereby ensure that the Respondent was employed by a firm who recognised his need for supervision and support. The Tribunal considered that it was both appropriate and proportionate to make the Order sought. With regard to the question of costs, the Tribunal had borne in mind the difficult financial position in which the Respondent found himself. The Applicant had not sought costs in a high figure and in order to save further expenditure of time and money the Tribunal ordered the Respondent, it being right that he should be responsible for the costs, to pay those costs fixed in the sum sought. In doing so the Tribunal was aware that the Law Society would give careful consideration to any application to meet payment by way of instalments.

Dated this 9th day of January 2009
On behalf of the Tribunal

W M Hartley
Chairman