SOLICITORS DISCIPLINARY TRIBUNAL

IN THE MATTER OF THE SOLICITORS ACT 1974 Case No. 10671-2010

BETWEEN:

SOLICITORS REGULATION AUTHORITY Applicant

and

RICHARD HESLOP Respondent

Before:

Miss N. Lucking (in the chair)
Mr A. Ghosh
Mr M. C. Baughan

Date of Hearing: 4 May 2011

Appearances

Peter Steel, Solicitor, Capsticks Solicitors LLP of 1 St George's Road, Wimbledon, London SW19 4DR for the Applicant.

The Respondent did not appear and was not represented.

JUDGMENT

Allegations

1. The allegations against the Respondent were that he:

1.1 Contrary to Rules 1.02 and 1.06 of the Solicitors' Code of Conduct 2007 ("SCC") compromised his integrity and/or behaved in a manner that was likely to diminish the trust the public placed in him or in the profession in that he:

1.1.1 Signed a TR1 form purporting to witness the signature of a Ms O when he had not in fact witnessed that signature;

1.1.2 Misled clients (namely Mr and Mrs S ("S") and Mr and Mrs G ("G")) by informing them that they had been successful in litigation that had in fact never been commenced;

1.1.3 Obtained money to pay for a disbursement in the S matter by cancelling bills previously paid by S on other matters and utilising the fees refunded as a result without the permission of the partners in his firm; and

1.1.4 It was further alleged that in respect of allegations 1.1.1 and 1.1.2 the Respondent behaved dishonestly; and

1.2 Made a withdrawal from client account otherwise than in accordance with Rule 22 of the Solicitors' Accounts Rules 1998 ("SAR").

Documents

2. The Tribunal reviewed all the documents submitted by the Applicant and the Respondent, which included:

Applicant:

- Application and Rule 5 Statement dated 25 November 2010 and exhibit "PS1";
- Solicitors (Disciplinary Proceedings) Rules 2007 ("SDPR") Rule 14(2) Notice dated 30 November 2010 and witness statements referred to in that Notice;
- Applicant's Statement of Costs dated 27 April 2011.

Respondent:

- Two emails containing written submissions from Roland Heslop-Gill, the Respondent's father, on behalf of the Respondent to Capsticks Solicitors LLP dated 3 May 2011 timed at 06.18 and 13.43.

Factual Background

3. The Respondent was born on 14 February 1979 and admitted as a Solicitor on 3 May 2005. His name remained on the Roll of Solicitors.

4. At all material times the Respondent worked as an Assistant Solicitor at the Darlington office of Freeman Johnson Solicitors ("the Firm"), undertaking domestic conveyancing.

5. The allegations arose from a report dated 17 December 2009 by the Firm to the Solicitors Regulation Authority ("SRA") concerning certain client matters, briefly summarised below.

Client Mr M

6. On 16 January 2008 Mr M instructed the Respondent to complete as quickly as possible the transfer of equity in Mr M's former matrimonial home from the joint names of himself and his ex-wife, Ms O, into Mr M's sole name. CM, a partner of the Firm, had previously acted for Mr M in the relevant matrimonial proceedings. The Consent Order and transfer of equity in the property were not finalised at that time because the Firm was not put in funds.

7. The Respondent wrote to Mr M on 17 January 2008 to confirm the instructions. He requested details of the mortgage on the property so that he could obtain the deeds. On 21 January 2008 the Respondent asked Mr M for Ms O's current address.

8. The Respondent wrote to Mr M on 23 January 2008, advising him to contact his mortgagee to obtain its consent to the transfer. He also wrote to Ms O notifying her of the Firm's instructions and asking whether or not she would be seeking legal advice.

9. The Respondent wrote chasing letters to Ms O on 1 and 11 February 2008. An attendance note dated 27 February 2008 recorded that the Respondent sought guidance from reference EN at the Firm concerning options open to Mr M. The Respondent met with Mr M on 1 April 2008 to discuss options. Mr M said that he was anxious to proceed as he needed to sell the property in order to obtain a new property. A Memo dated 9 April 2008 recorded that the Respondent referred the matter to partner CM asking her to contact Mr M to discuss his options.

10. An attendance note dated 27 May 2008 recorded that the Respondent was advised by the Court that new proceedings would be required. CM had told the Respondent to obtain costs of £250 on account, and to confirm the current position in writing to the client, which the Respondent did. At some point the Respondent was provided with an alternative address for Ms O to which he wrote as follows:

    - 14 July 2008, letter delivered by hand, asking Ms O to confirm whether or not she would be seeking her own legal advice;

    - 18 July 2008, with what was described as a further copy of the Transfer form ("TR1");

    - 23 July 2008, with duplicate TR1.

11. On 10 September 2008 the Respondent sent TR1 to Mr M for signature and return as soon as possible. On the same day he wrote to Mr M's mortgagee with copy TR1 to

be sealed and returned. The mortgagee returned the document unsealed on 25 September 2008, as it had not issued its consent to the transfer.

12. On 15 October 2008 Mr M informed the Respondent on the telephone that he was anxious to proceed with the transfer. The Respondent explained that he did not have any signed papers from Ms O. Mr M asked the Respondent to deliver another copy of TR1 by hand. The Respondent duly wrote to Ms O on the same day as instructed. In his letter he encouraged Ms O to seek independent legal advice as to the nature, content and practical consequences of entering into the transfer, stating that he could not provide that advice. He invited Ms O to sign where indicated if happy with the documentation. He also informed Ms O that her signature must be witnessed and that the witness should complete their details. He asked for the document to be returned as soon as possible.

13. On 27 November 2008 the Respondent received a call from Mr M expressing his anxiety to proceed. The note recorded that the Respondent visited the house believed to be occupied by Ms O. He "dropped off" a letter dated 27 November 2008 (in the same terms as that dated 15 October 2008) and TR1. A further letter in precisely the same terms was delivered by hand to Ms O on 17 December 2008, prompted by receipt of a telephone call from Mr M telling the Respondent that the property had been marketed [for sale]. The attendance note recorded that the Respondent informed Mr M that he could not sell until the property was transferred to his sole name. Mr M said that he would "chase" Ms O, and asked for another copy TR1 to be delivered.

14. On 10 February 2009 another TR1 was hand delivered to the property, prompted by a telephone call from Mr M during which he informed the Respondent that he had seen Ms O and that "she would sign but had lost the paperwork".

15. On or about 13 March 2009, TR1 on the face of it signed by Ms O was received by the Firm. A letter from the Respondent to Ms O of even date acknowledged receipt of TR1 and confirmed that he was proceeding to register the transfer with the Land Registry. On the same day, the Respondent hand delivered the application for registration to Durham District Land Registry. The Land Registry queried the provision of a certified copy rather than original TR1. The Respondent asked the Land Registry to proceed on the basis of the certified copy because the original TR1 "appeared to have been mislaid". On 15 July 2009 the Respondent sent confirmation of the completion of the registration of the transfer to Mr M, Ms O and the mortgagee.

16. On 18 August 2009 solicitors instructed by Ms O wrote to Mr M, asking him to confirm the current position so that they could advise their client, who believed that the property remained in joint names. Mr M passed the letter to the Respondent, who wrote to the solicitors on 3 September 2009 as follows:

> "After long delays in obtaining the signature of your client to the Transfer form, we eventually received this document and proceeded to register the transfer with the Land Registry. This registration was completed in March and we understand that our client has subsequently sold the property".

17. The solicitors responded substantively by letter on 28 October 2009 stating that:

> "Our client instructs us that she has never signed a TR1 document and to this end we would be obliged if you would provide a copy of the same together with your covering letters enclosing the same for signature by our client".

18. On 7 September 2009 CM of the Firm met Mr M. CM noticed that both parties' signatures on certified copy TR1 were witnessed by the Respondent. On file was an attendance note dated 13 March 2009 stating that the Respondent had spoken to his supervising partner reference GAT (George Anthony Turnbull). The note recorded that the Respondent told GAT that the Firm had just received TR1 from Ms O, but [her signature] was unwitnessed and asked GAT what he should do. The note further recorded that GAT informed the Respondent to authenticate the signature by obtaining a copy marriage certificate from the council offices. There was a receipt on file suggesting that the Respondent had obtained a copy marriage certificate on 13 March 2009. The attendance note recorded that GAT was shown the marriage certificate; he agreed with the Respondent that the signatures were identical and the Respondent "should witness it [Ms O's signature]. Mr Turnbull denied that this conversation had ever taken place. Clause 12 TR1 headed "Execution" bore the signature of the Respondent as witness to the signatures of Mr M and Ms O, together with the Firm's stamp.

19. Kevin Campbell, Managing Partner of the Firm, met the Respondent on 25 September 2009, following which he prepared a note sent to the Respondent by email on 30 September 2009. The note recorded that the Respondent accepted that he had completed TR1 to show that he had witnessed the signature [of Ms O] when he had not done so. The Respondent said that he "knew it was wrong". He maintained that he had witnessed Ms O's signature on the advice of GAT as described in the 13 March 2009 attendance note. The Respondent provided his comment on the note of the meeting by email dated 19 October 2009, in which he accepted that he had signed TR1, but maintained that he had done so following a conversation with "his superior" when advice had been asked for by him, given by GAT and followed.

20. Mr Turnbull refuted the suggestion that he had advised the Respondent to witness the signature on TR1, saying that this assertion by the Respondent was "totally untrue". He said that he had not met with the Respondent on 13 March 2009 and, even if there had been a meeting, there could not have been any misunderstandings about such a serious matter.

21. The firm commenced disciplinary proceedings against the Respondent resulting in his dismissal on 11 December 2009.

<u>Mr and Mrs S ("S")</u>

22. S contacted the Firm on 12 November 2009. In September 2008 they instructed the Respondent to pursue a claim on their behalf against the vendor of a property which they had purchased. The file contained a letter before action bearing the Respondent's reference dated 15 July 2009. S complained that they had a number of conversations with the Respondent between September 2008 and 21 October 2009 in which he asserted variously that the matter had been listed for hearing, the hearing had been postponed, the hearing had taken place and, on 21 October 2009, that S had been awarded judgment for £35,000. This proved to be incorrect; the Respondent had

taken no substantive steps in the litigation. S complained to the Legal Complaints Service ("LCS"), which concluded that they had been provided with an inadequate professional service. The Firm conciliated the dispute with S by payment to them of £1,250.

Mr and Mrs G ("G")

23. G contacted the Firm on 29 January 2010. In February 2008 they too instructed the Respondent to pursue a claim on their behalf against the vendor of a property which they had purchased. G complained that between February 2008 and October 2009 the Respondent had represented to them in various meetings and telephone calls that he had issued proceedings on their behalf and subsequently that he had obtained judgment for £30,000. The file contained no evidence to suggest that any steps had been taken or proceedings issued. G also complained to the LCS, which found in their favour on the basis that they had received inadequate professional service. The Firm agreed to pay G £800 by way of compensation.

S – Payment of Disbursements

24. The Firm's ledgers relating to various matters for clients S revealed that the Respondent had raised money to pay a disbursement for the cost of a report from a surveyor associated with the putative claim for damages by cancelling bills on other S client matters without the authority of the partners. The result was that the Firm lost fees paid by S for acting on the sale and purchase of their properties.

Mr IM and Miss JM

25. Mr IM instructed the Firm on property related matters; the Respondent acted on his behalf. Mr IM did not pay an invoice for £547.00 raised on one such matter. The Firm successfully took proceedings to recover the money owed. Miss JM, Mr IM's sister, was also a client of the firm. She instructed the Respondent to act on a separate matter, for which she paid £360 on account of costs. The client ledger on Mr IM's matter revealed that the £360 paid by Miss JM was credited by the Respondent, without her consent, to Mr IM's matter, towards his indebtedness to the firm.

Witnesses

26. None.

Findings of Fact and Law

27. The Tribunal was satisfied that notice of the hearing had been properly served. The email from Roland Heslop-Gill dated 3 May confirmed that the Respondent was aware of the hearing date, and that he would not be attending in order to "reduce costs as much as possible". It further stated that the Respondent did not contest the allegations.

28. **Allegation 1.1. Contrary to Rules 1.02 and 1.06 of the SCC compromised his integrity and/or behaved in a manner that was likely to diminish the trust the public placed in him or in the profession in that he:**

1.1.1 Signed a TR1 form purporting to witness the signature of a Ms O when he had not in fact witnessed that signature;

1.1.2 Misled clients (namely S and G) by informing them that they had been successful in litigation that had in fact never been commenced;

1.1.3 Obtained money to pay for a disbursement in the S matter by cancelling bills previously paid by S on other matters and utilising the fees refunded as a result without the permission of the partners in his firm;

1.1.4 It was further alleged that in respect of allegations 1.1.1 and 1.1.2 the Respondent behaved dishonestly.

28.1 Mr Steel referred the Tribunal to the Rule 5 Statement and exhibit "PS1", together with the witness statements from John Kevin Campbell and George Anthony Turnbull, Solicitors and Partners in the Firm, and Mr G and Mr S, the Respondent's clients, served with a Rule 14(2) Notice on 30 November 2010. The Respondent had not requested the attendance of these witnesses, and the Tribunal could accept the statements in evidence. Mr Steel drew the Tribunal's attention to the warning set out on TR1, immediately below the Respondent's signature as witness, stating:

> "If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud..."

The Respondent had purported to witness Ms O's signature when he had not done so. Ms O was not a client of the Firm. There was some doubt about whether the Respondent would have been able to witness her signature under any circumstances, as he was acting for Mr M, who had an interest in the transaction being completed. The Applicant's case was that, in stating that he had witnessed the signature of Ms O, the Respondent made a deliberately misleading statement, namely that Ms O had signed the document as a deed in his presence, and that this action was dishonest.

28.2 Mr Steel said that in the S and G matters the Respondent had misled the clients by stating that they had succeeded in litigation when such litigation had never been commenced. The Respondent was not authorised by the Firm to carry out work other than domestic conveyancing. The Applicant did not accept the statement by Mr Heslop-Gill in his email dated 3 May that the matters forming the basis of the allegations occurred during a critical period of disordered thinking. The Applicant said that the Respondent's conduct was dishonest, referring the Tribunal to Mr S's statement dated 18 November 2010, stating that:

> "I really could not believe what had happened. It was like being told you had won the lottery and then finding out it wasn't true".

28.3 Mr Steel referred the Tribunal to the detailed content of SCC Rules 1.02 and 1.06. He submitted that the Respondent's behaviour as particularised put his integrity in question and was likely to diminish the trust placed in him as a solicitor and in the profession as a whole by members of the public. The Applicant's case was that the

particulars provided repeated examples of dishonest behaviour and there was no room in the profession for dishonest solicitors.

28.4 The Tribunal asked Mr Steel to address it on the test to be applied in cases where dishonesty was alleged as set out in Twinsectra Ltd. v Yardley and Others [2002] UKHL 12.

28.5 The Tribunal noted that the Respondent had by email from his father, Roland Heslop-Gill, dated 3 May 2011 timed at 06.18 admitted allegation 1.1, as particularised at points 1.1.1 to 1.1.4 inclusive, including the allegation of dishonesty at 1.1.4.

28.6 The Respondent received TR1, executed with what was apparently Ms O's un-witnessed signature. Ms O was not the Respondent's client; she was someone he had never met and did not know. Further, she was embarking on a course of conduct, perhaps without independent legal advice, which the Respondent knew could put her at risk. This much was plain from the content of the attendance note recording the Respondent's first meeting with Mr M on 16 January 2008 and from letters that the Respondent wrote to Ms O. For example, the letter dated 10 February 2009, the last letter on file before the signed TR1 was received, stated:

> "...we enclose a TR1 transfer form. This is an important document which will affect your ownership of the above property. You are entitled to, and should seek as soon as possible, independent legal advice as to the nature, content and practical consequences of entering into this documentation. We can not advise you in this regard. If you are happy with the documentation please sign it where indicated. Your signature to this document must be witnessed and your witness should complete their details where shown. Once you have completed this document please return it to us as soon as possible."

28.7 In view of this letter and others, the Tribunal found it surprising that the Respondent purported to witness Ms O's signature, regardless of the content of any advice that he did or did not take and was or was not given. The Respondent's position during interview with Mr Campbell on 25 September 2009, repeated in his email response dated 19 October 2009, was that he took and followed advice from his supervising partner, Mr Turnbull. The Respondent's assertion was refuted in robust terms by Mr Turnbull in his statement dated 25 November 2010. He said that he would never have advised any solicitor under his supervision to purport to witness the signature of someone who was not present. Further, in the circumstances of this transaction, where Ms O was not a client of the Firm which was acting for her ex-husband, he would not have advised any solicitor under his supervision to witness her signature at all. This was the approach that the Tribunal would have expected from any solicitor.

28.8 TR1 was received by the Respondent on 13 March 2009; on file was a receipt dated 13 March 2009 for £10 for the cost of a marriage certificate. On the same day the Respondent hand delivered the application for registration to Durham District Land Registry. The Tribunal did not accept as asserted by Mr Heslop-Gill on behalf of the Respondent that this behaviour took place during a critical period of disordered thinking. The Tribunal was satisfied that the Respondent's actions on 13 March 2009 were anything but the result of disordered thinking; the actions were taken deliberately after careful thought, and required effort to accomplish. The Respondent

went to great lengths to ensure that the transfer was registered on 13 March 2009. The Tribunal accepted that it had taken over a year to obtain a signature on TR1 and that Mr M was putting pressure on the Respondent to get the job done. From Mr M's perspective the transfer had taken a long time to complete and was standing in the way of his plans. However the Respondent should not have permitted any actual or perceived pressure from his client to undermine his integrity. In short the Respondent had an overriding duty to delay completion of the transfer until such time as Ms O had executed TR1 in the presence of an independent witness who was in a position to complete form TR1 to that effect. The answer to the Respondent's dilemma was not to sign TR1 himself, representing that he had witnessed Ms O's signature when he had not done so. The Tribunal therefore found the allegation, which was admitted by the Respondent, substantiated on the facts and documents before it.

28.9 Turning to the behaviour complained of by S and G, the Respondent admitted the allegation and the Tribunal found it substantiated on the facts and documents before it. In both cases the Respondent repeatedly gave S and G misinformation about the progress of their claims, going as far as to tell them that they had been successful in winning thousands of pounds when they had not. A pattern of behaviour was present; S and G were not misled by the Respondent once, but many times. The Tribunal found this difficult to reconcile with a critical period of disordered thinking. The Tribunal was left with the impression that the Respondent was "on the defensive" in relation to the claims by S and G. If the Respondent wanted to help put matters right, he should have insisted that his clients' claims were handled by those qualified and authorised by the Firm to conduct litigation. On the face of the papers it looked as if the Respondent had obtained input from Mr Turnbull and reference DMW in relation to the S matter. It might have been preferable and prudent for DMW to have required the Respondent to hand the file over to the Firm's litigation department without delay rather than giving guidance to the Respondent on how to proceed (by Memo dated 4 November 2008).

28.10 There was no explanation for the Respondent leading S and G to believe that litigation had been commenced and that they had been awarded damages in the sum of £35,000 and £30,000 respectively. The Tribunal accepted Mr S's written evidence that it was like having won the lottery and then having the prize taken away. Indeed it was fortunate that S and G had not spent their damages in anticipation of receipt, perhaps on urgent repairs to their properties, because then they would have been left significantly out of pocket and the financial consequences for the Firm might have been much worse. It was difficult to envisage how such behaviour could do anything other than diminish the trust the public placed in the Respondent and the profession.

28.11 For the sake of completeness the Tribunal confirmed that it had also considered the allegation of behaviour set out at point 1.1.3 in respect of S, which was admitted by the Respondent. It found that allegation proved on the facts and documents before it.

28.12 The Tribunal considered the allegation of dishonesty in respect of allegations 1.1.1 and 1.1.2. The test for dishonesty was set out by Hutton LJ at paragraph 27 of Twinsectra Ltd. v Yardley and Others, namely that:

> "...before there can be a finding of dishonesty it must be established that the [defendant's] conduct was dishonest by the standards of reasonable and honest

> people **and** that he himself realised that by those standards his conduct was dishonest".

The words before the highlighted "and" were often referred to as the objective test and those after it as the subjective element of the combined test.

28.13 Hutton LJ went on to say at paragraph 36:

> "...dishonesty requires knowledge by the [defendant] that what he was doing would be regarded as dishonest by honest people, although he should not escape a finding of dishonesty because he sets his own standards of honesty and does not regard as dishonest what he knows would offend the normally accepted standard of honest conduct."

28.14 The Tribunal found the allegation of dishonesty, which was admitted by the Respondent, proved on the facts, the documents before it and having heard the submissions made by Mr Steel for the Applicant. The Tribunal found that the Respondent's conduct in purporting to have witnessed Ms O's signature on TR1 in her and his presence when he had not done so and in informing S and G that they had been successful in litigation that had never been commenced, was dishonest by the standards of reasonable and honest people. Further, having considered all the evidence carefully, the Tribunal was satisfied so that it was sure that the Respondent knew that what he was doing was dishonest by the same standards.

29. **Allegation 1.2. He made a withdrawal from client account otherwise than in accordance with Rule 22 of the SAR.**

29.1 This allegation referred to the transactions involving Mr IM and Miss JM, namely the transfer without consent by the Respondent from money held on client account for Miss JM on one matter into a client account in the name of her brother Mr IM relating to a separate matter.

29.2 The Respondent admitted the allegation, which the Tribunal found substantiated on the facts and documents before it.

Previous Disciplinary Matters

30. None recorded against the Respondent.

Mitigation

31. The only mitigation before the Tribunal was the emails dated 3 May 2011 from the Respondent's father, Roland Heslop-Gill. It was said that the Respondent had been Mr Heslop-Gill's trainee solicitor, having joined the Firm after graduation. He had wished to pursue a legal career for some time and quickly became a valued member of staff. He worked hard, was conscientious, and established himself after admission concentrating on conveyancing/probate and trust work. Mr Heslop-Gill left the Firm in 2004. The Respondent transferred to a different branch office where he continued to work, building a following and returning to his former office as required. His work was so highly valued that he obtained a significant increase in salary and became an

Associate (the Tribunal noted that Mr Campbell referred in his witness statement to the Respondent as an Assistant Solicitor rather than an Associate).

32. It was asserted on behalf of the Respondent that he found the intense pressure of work disabling to such an extent that he gradually slipped into a situation where he could not cope, but was unable to seek help or discuss matters with others. His problems were not noticed by his mentor/employer when he had his annual review or files were audited. The matters forming the basis of the allegations occurred during this critical period of disordered thinking and were in stark contrast to the good work undertaken earlier in his career. It was also stated that:

> "Whilst not trying to reduce the effect which his actions inevitably had on his clients and their affairs it is clear that there was no personal gain or advantage to [the Respondent] in acting as he did...These acts, so foolish to someone "in the cold light of day" appeared acceptable to [the Respondent] as he fought a losing battle to deal with his professional and personal affairs."

33. The Respondent had, in Mr Heslop-Gill's view, suffered from a breakdown the magnitude of which resulted in him living with his father for more than a year so that he could help him on the road to recovery. Mr Heslop-Gill stated that the Respondent had received and was receiving the medical help he should have sought earlier. He stated that no medical evidence had been produced on his son's behalf in an effort to save costs.

Sanction

34. As requested the Tribunal reflected upon what the Respondent's father said regarding the circumstances in which the matters particularised arose. The Tribunal had at the forefront of its mind the fact that clients S and G had suffered damage directly as a result of the Respondent's dishonest actions. S and G were led to believe that litigation relating to their home and business respectively, by which they were seeking substantial damages, had been commenced by the Respondent on their behalf. They were told by the Respondent that their litigation had been successful and that £35,000 and £30,000 respectively had been awarded to them. It was only when the money did not materialise that they realised that something had gone wrong. They made complaints to the Firm and to the LCS. The Firm compromised those complaints by making small compensation payments to S and G of amounts significantly less than their original claims. On the face of the papers it was still open to S and G to pursue their claims with other solicitors, assuming that they were prepared to take that step in the light of their experience with the Respondent. This did not make the Respondent any less accountable. Most, perhaps all, members of the public hearing about S and G's experiences were likely to reflect on whether trust and confidence in the solicitors' profession was merited. This was precisely the sort of behaviour which brought the good name of the profession into disrepute.

35. Ms O was a member of the public as far as the Respondent was concerned; she was not and never had been his client. He clearly had it in his mind that she was being asked to sign a document that had significant implications for her. He rightly suggested that she should obtain independent legal advice before signing and that she should sign the document in front of a witness. Signatures on legal documents had to

be properly witnessed to reduce the risk of future challenge, potentially damaging to all concerned. The Respondent was acting for Ms O's ex-husband, who wanted the transaction to be completed quickly and, insofar as possible, on the best terms for himself and his family. It was therefore essential that the Respondent did not complete the transfer without doing his best to ensure that Ms O had signed TR1 herself of her own free will in the presence of an independent person who could, if the need arose, attest in court that she had done so. Ms O asserted that she had not signed TR1 and that as far as she was concerned the property, which had subsequently been sold without her involvement, had remained in joint names. Ms O had, it seemed, suffered adverse consequences as a result of the Respondent's dishonest action in purporting to witness her signature which enabled him to complete the registration of the transfer, which in turn enabled other solicitors instructed by Mr M to sell the property.

36. The Tribunal considered the words of Coulson J in Solicitors Regulation Authority v Sharma [2010] EWHC 2022. Looking at the legal authorities in the round, save in exceptional circumstances, a finding of dishonesty would lead to the solicitor being struck off the Roll. That was the normal and necessary penalty in cases of dishonesty. There would be a small residual category [of cases] where striking off would be a disproportionate sentence in all the circumstances. In deciding whether or not a particular case fell into that category, relevant factors would include the nature, scope and extent of the dishonesty itself, whether it was momentary, or a lengthy period of time, whether it was a benefit to the solicitor and whether it had an adverse effect on others. In short it was the nature, scope and extent of the dishonesty itself which mattered.

37. The Tribunal considered carefully whether there were exceptional circumstances in this case enabling it to impose a lesser penalty, such as suspension. It was mindful that the Respondent was a young man, at the start of his career as a solicitor, being 30 at the time and qualified for only four years.

38. The Respondent admitted three separate serious acts of dishonesty. He purported to witness the signature of Ms O on TR1 when he had not done so. The warning on TR1 would have been familiar to the Respondent as a domestic conveyancer, and should have alerted him that what he was doing was very wrong. He told Mr Campbell that he knew it was wrong. The dishonest information given repeatedly to S and G formed part of a sequence of events far from one moment of madness. In both cases the Respondent maintained the illusion that proceedings had been commenced and progressed to conclusion for over 12 months.

39. There was no evidence that the Respondent achieved direct financial gain from his dishonest acts, save that he continued in employment for longer than he might have done if his dishonesty had been uncovered sooner. However, he did achieve indirect benefit by his actions in that, for a period of time at least, he kept S, G, and Mr M happy. Perhaps he hoped that a good result would prompt more work or would reduce the impact of past mistakes. Much of a solicitor's training revolves around satisfying the client's needs and demands efficiently and effectively. It was often difficult to give clients bad news about their matters. However it was essential that a solicitor could be "trusted to the ends of the earth", and that included being scrupulously honest with clients, no matter if the end result was that they took their

business elsewhere. This might mean telling Mr M that his ex-wife would not sign TR1 and the only option open was to spend money to obtain a court order or telling S and G that their proposed litigation was ill-advised. On occasions it might even mean turning work away where necessary. Doing one's best to keep the client happy did not excuse dishonesty.

40. In the words of Coulson J in Sharma, there was harm to the public, and indeed the profession, every time a solicitor behaved dishonestly. The harm caused to both public and profession by the Respondent was obvious. In those circumstances the only option open to the Tribunal, to afford the public and profession the protection from the risk of future harm that they deserved, was to strike the Respondent off the Roll of Solicitors.

Costs

41. The Applicant's claim for costs totalled £12,667.96. The claim was reasonable and proportionate in all the circumstances. Mr Heslop-Gill stated in his initial email that the Respondent had no comment to make on the schedule of costs. When invited by Mr Steel to supply details of the Respondent's ability to pay costs, Mr Heslop-Gill provided only a brief email unsupported by documentary evidence, including a description of the Respondent's current employment status but no details of his means. It had been open to the Respondent to provide a detailed statement of his means supported by documentary evidence. He had chosen not to do so. He had not opposed an order for costs against him or sought to limit the amount of costs by reason of his lack of means. The Tribunal therefore ordered that the Respondent should pay the Applicant's costs in the fixed sum of £12,667.96.

Statement of Full Order

42. The Tribunal Ordered that the Respondent, RICHARD HESLOP c/o Mr R. J. Heslop-Gill, Victoria House, 36 South Parade, Northallerton, North Yorkshire DL7 8SG, Solicitor, be STRUCK OFF the Roll of Solicitors and it further Ordered that he do pay the costs of and incidental to this application and enquiry fixed in the sum of £12,667.96.

Dated this 24th day of May 2011
On behalf of the Tribunal

N. Lucking
Chairman