SOLICITORS DISCIPLINARY TRIBUNAL

IN THE MATTER OF THE SOLICITORS ACT 1974 Case No. 12491-2023

BETWEEN:

SOLICITORS REGULATION AUTHORITY LTD. Applicant

and

Respondent

SIMON KENNETT GURR

Before:

Ms A E Banks (in the chair)
Mrs L Murphy
Ms J Rowe

Date of Hearing: 5 September 2024

Appearances

There were no appearances as the matter was dealt with on the papers.

JUDGMENT ON AN AGREED OUTCOME

Allegations

1. The Allegations against the Respondent, Simon Kennett Gurr, made in the Rule 12 Statement, are that, whilst a Partner at Direction Home (Law) LLP ("the Firm") and while practising as a Solicitor, he:

1.1 Between 7 May 2019 and 29 July 2019 inclusive, represented to Client B's representatives and/or the Senior Courts Costs Office that a letter had been sent to the Senior Courts Costs Office on 9 January 2019, in compliance with a Court order of 26 November 2018, which he knew, or ought to have known, had not been sent.

1.2 Between approximately 22 July 2019 and 29 July 2019 inclusive, in support of an application to the Senior Courts Costs Office for relief from sanction, signed a witness statement containing a declaration of truth which contained information which he knew, or ought to have known, was untrue in material respects.

1.3 Between 11 October 2019 and 15 October 2019, provided misleading information to colleagues at the Firm in respect of information that had been provided to the Firm's insurers about a client matter which he knew, or ought to have known was false.

In doing so he breached any or all of Principles 2, and 6 of the SRA Principles 2011 and Outcome 5.1 of the Code of Conduct 2011.

1.4 In addition, Allegations 1.1, 1.2 and 1.3 are advanced on the basis that the Respondent's conduct was dishonest. Dishonesty is alleged as an aggravating feature of the Respondent's misconduct but is not an essential ingredient in proving the allegations.

1.5 In addition to the above allegation of dishonesty as an aggravating feature, Allegations 1.2 and 1.3 are advanced on the basis that the Respondent was reckless.

Documents

2. The Tribunal had, amongst other things, the following documents before it: -

- The Form of Application dated 17 August 2023
- Rule 12 Statement dated 17 August 2023 and exhibits
- Agreed Outcome submitted 2 September 2024

Background

3. The Respondent was admitted to the Roll of Solicitors on 1 October 1987. At all relevant times the Respondent was a solicitor, LLP Member and Partner of Directions Home (Law) LLP ("the Firm"), working in their dispute resolution department.

4. The Respondent was expelled as an LLP Member of the Firm on the 17 October 2019.

5. The Respondent does not currently hold a practising certificate and is retired. He now resides in South Africa.

Application for the matter to be resolved by way of Agreed Outcome

6. The parties invited the Tribunal to deal with the Allegation against the Respondent in accordance with the Statement of Agreed Facts and Outcome annexed to this Judgment. The parties submitted that the outcome proposed was consistent with the Tribunal's Guidance Note on Sanctions.

Withdrawal of Allegations 1.1 and 1.2

7. The Tribunal consented to the request made by the parties for allegations 1.1 and 1.2 to be withdrawn from the proceedings

Findings of Fact and Law

8. The Applicant was required to prove the allegations on the balance of probabilities. The Tribunal had due regard to its statutory duty, under Section 6 of the Human Rights Act 1998, to act in a manner which was compatible with the Respondent's rights to a fair trial and to respect for their private and family life under Articles 6 and 8 of the European Convention for the Protection of Human Rights and Fundamental Freedoms.

9. The Tribunal reviewed all the material before it and was satisfied on the balance of probabilities that the Respondent's admission to allegation 1.3 and the associated breaches of the Principles 2011 and Codes of Conduct were properly made.

10. The Tribunal considered the Guidance Note on Sanction ((10th Edition/June 2022). The Tribunal's overriding objective when considering sanction, was the need to maintain public confidence in the reputation of the profession. In determining sanction, the Tribunal's role was to assess the seriousness of the proven misconduct and to impose a sanction that was fair and proportionate in all the circumstances. In determining the seriousness of the misconduct, the Tribunal was to consider the Respondent's culpability and harm caused together with the aggravating and mitigating factors that existed.

11. The Respondent on his own admission, accepted that over the course of two meetings held with senior colleagues of the firm, he had claimed to have referred Client A's Matter to the Firm's professional indemnity insurers in August 2019, in circumstances when in fact he had not done so before October 2019. The Respondent further admitted that his conduct in this regard was dishonest.

12. Notwithstanding matters of non-agreed mitigation, the seriousness of the matter was such that neither a reprimand, fine, or suspension is sufficient for the protection of the public and for the protection of the reputation of the legal profession.

13. The Tribunal determined that, given the serious nature of the Respondent's misconduct the only appropriate and proportionate sanction was to strike him off the Roll of Solicitors. Accordingly, the Tribunal approved the sanction proposed by the Applicant and the Respondent.

Costs

14. The Applicant and the Respondent agreed costs in the sum of £15,000.00

15. The Tribunal determined that the agreed costs were reasonable and proportionate. Accordingly, the Tribunal ordered the Respondent, Mr Gurr to pay costs in the agreed sum of £15,000.00 (including VAT).

Statement of Full Order

16. The Tribunal ORDERED that the Respondent, Simon Kennett Gurr, 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 £15,000.00.

Dated this 25th day of September 2024.
On behalf of the Tribunal

A E Banks

A E Banks
Chair

JUDGMENT FILED WITH THE LAW SOCIETY
25 SEPT 2024

CASE NO: 12491-2023

BEFORE THE SOLICITORS DISCIPLINARY TRIBUNAL

IN THE MATTER OF THE SOLICITORS ACT 1974 (as amended)

B E T W E E N:

SOLICITORS REGULATION AUTHORITY LIMITED

Applicant

and

SIMON KENNETT GURR

Respondent

STATEMENT OF AGREED FACTS AND OUTCOME

Introduction

1. By a statement made by Ian William Brook on behalf of the Solicitors Regulation Authority Limited ("SRA") pursuant to Rule 12 of the Solicitors (Disciplinary Proceedings) Rules 2019 dated 17 May 2023 and amended on 14 December 2023, the SRA brings proceedings before the Tribunal making allegations of misconduct against the Mr Simon Kennett Gurr, ("the Respondent").

2. Definitions and abbreviations used herein are those set out in the Rule 12 Statement.

Allegations

3. The Allegations against the Respondent, Simon Kennett Gurr, made in the Rule 12 Statement, are that, whilst a Partner at Direction Home (Law) LLP ("the Firm") and while practising as a Solicitor, he:

1.1 Between 7 May 2019 and 29 July 2019 inclusive, represented to Client B's representatives and/or the Senior Courts Costs Office that a letter had been sent to the Senior Courts Costs Office on 9 January 2019, in compliance with a Court order of 26 November 2018, which he knew, or ought to have known, had not been sent.

1.2 Between approximately 22 July 2019 and 29 July 2019 inclusive, in support of an application to the Senior Courts Costs Office for relief from sanction, signed a witness statement containing a declaration of truth which contained information which he knew, or ought to have known, was untrue in material respects.

1.3 Between 11 October 2019 and 15 October 2019, provided misleading information to colleagues at the Firm in respect of information that had been provided to the Firm's insurers about a client matter which he knew, or ought to have known was false.

In doing so he breached any or all of Principles 2, and 6 of the SRA Principles 2011 and Outcome 5.1 of the Code of Conduct 2011.

Dishonesty

2. In addition, Allegations 1.1, 1.2 and 1.3 are advanced on the basis that the Respondent's conduct was dishonest. Dishonesty is alleged as an aggravating feature of the Respondent's misconduct but is not an essential ingredient in proving the allegations.

Recklessness

3. In addition to the above allegation of dishonesty as an aggravating feature, Allegations 1.2 and 1.3 are advanced on the basis that the Respondent was reckless[1].

Admissions

4. The Respondent is prepared to admit Allegation 1.3 and the associated breaches of the Principles and Codes of Conduct referred to, as set out in this document.

5. In addition, the Respondent admits that the admitted conduct at Allegation 1.3 was dishonest.

[1] The wording of paragraph 3 has been modified from the wording at paragraph 3 of the Rule 12 Statement to correct a typographical error in that paragraph

6. The SRA has considered the admission being made and whether that admission, and the outcomes proposed in this document, meet the public interest having regard to the gravity of the matters alleged. For the reasons explained in more detail below, and subject to the Tribunal's approval, the SRA is satisfied that the admission and outcome do satisfy the public interest.

Allegations not admitted

7. The Respondent does not admit Allegations 1.1 and 1.2.

8. It is the Respondent's position that the expert evidence obtained by his own expert and that of the SRA's expert is inconclusive and does not substantiate the allegations.

9. The Respondent maintains that he did not create nor backdate the letters in May 2019 as alleged.

10. The Applicant considers that these allegations remain properly brought and arguable on the evidence exhibited to the Rule 12 Statement and from the SRA's expert. However, in light of the admissions to Allegation 1.3 and to the aggravating feature of dishonesty and the Respondent's agreement to: (i) be struck off the Roll of Solicitors; and (ii) undertake never to apply for readmission to the Roll of Solicitors; the SRA considers that it is not proportionate nor in the public interest to seek determination of the allegations not admitted.

11. The Parties invite the Tribunal to approve this Agreed Outcome on this basis. The Parties consider in all the circumstances that the proposed Agreed Outcome represents a proportionate outcome to the proceedings which is in the public interest.

Agreed Facts

The Respondent

12. The Respondent was admitted to the Roll of Solicitors on 1 October 1987. At all relevant times the Respondent was a solicitor, LLP Member and Partner of the Firm, working in their dispute resolution department.

13. The Respondent does not currently hold a practising certificate and is retired. He currently resides in South Africa.

Background

14. The conduct alleged came to the attention of the SRA following receipt of a report by the Firm to the SRA on 21 October 2019. In order to provide the SRA with full details of the alleged misconduct, the email from the Firm to the SRA attached (a) a copy of a letter that was sent by the Firm to the Respondent on 17 October 2019, expelling him as a LLP Member of the Firm; and (b) an email sent by the Firm to their professional indemnity insurers on 18 October 2019.

15. In summary, the Firm raised concerns about the Respondent backdating letters, misleading the Senior Costs Courts and the Firm about said letters, then going on to rely on those letters in a witness statement. The Firm also asked the Respondent to report the issues with the client matter to the Firm's insurers. He failed to do so when asked and went on mislead the Firm about when he actually reported it.

16. A subsequent investigation was undertaken by the SRA.

The Client Matter

17. Client A instructed the Firm to bring a claim against Client B for personal injuries and/or losses sustained as a result of a road traffic accident which occurred on 30 March 1996. Proceedings were issued in the High Court on 31 December 2013.

18. A Consent Order was approved by the High Court on 1 September 2017 which required Client B to pay Client A:

    11.1 The gross sum of £580,000.00 in full and final settlement of the claim; and

    11.2 Costs of the action on the standard basis, including any uplift, to be subject to detailed assessment if not agreed.

19. On 13 November 2018, solicitors acting for Client B issued an application that unless Client A filed a request for a detailed assessment hearing before 4pm on 17 December 2018, then Client A's claim for costs be struck out.

20. Upon hearing the application of Client B it was ordered, amongst other things, on 26 November 2018 that:

    Unless the Claimant [Client A] files a request for a Detailed Assessment Hearing before 4pm on the 17 December 2018, all of the costs which the

Claimant would otherwise be entitled to recover be disallowed/assessed at zero.

21. The sealed Order was issued by the Court on 29 November 2018.

22. The request for a Detailed Assessment Hearing was filed in person at the Senior Courts Costs Office by Fariha Shams, at trainee solicitor at the Firm, on 10 December 2018. The request was filed under cover of a letter dated 10 December 2018. This letter is date stamped as being received by the Court on 10 December 2018. The letter is signed in the name of the Firm but contains contact details for the Respondent.

23. On 18 December 2018, the Court wrote to the Firm confirming:

> *"The Detailed Assessment dated 10 December 2018 has been allocated to Master Haworth. He has looked at the papers and directs that he will not list this detailed assessment until the Replies to the Points of (sic) have been received. Also confirmation that the Paying Party agrees that the time estimate should be four days."*

24. This letter was date stamped as being received by the Firm on 21 December 2018.

25. On 2 January 2019, the Firm wrote to Client B's solicitors seeking confirmation of the time estimate for detailed assessment and proposing a time estimate of four days.

26. On 8 January 2019, Client B's solicitors wrote to the Firm acknowledging receipt of the 2 January 2019 letter and, amongst other things, proposing a hearing length of one and a half days. The letter appears to have been received at the Firm's offices by fax at 11:39 on 8 January 2019.

27. On 30 January 2019, having not received a response to their letter of 8 January 2019, Client B's representatives wrote to the Firm asking whether a hearing date for the detailed assessment had been received from the Court. The letter appears to have been received at the Firm's offices by fax at 13:54 on 30 January 2019.

28. On 1 May 2019, Client B's representatives wrote to the Respondent in this matter stating:

> *"We have now been informed that the matter has never in fact been listed for assessment. We consider that the Claimant is in breach of the previous order and that all costs are therefore struck out. Unless we hear from you to the contrary within the next 7 days, we intend to serve an application for the reimbursement of any interim payments on account of costs together with interest. There is also the issue of our wasted costs which we intend to recover."*

29. On 7 May 2019, the Respondent replied to the above email stating:

> *"On receipt of your letter confirming an assessment time estimate of a day and a hlf [sic] we filed a copy of that letter with the court and asked for the case to be listed. We have chased several times and been told that we are awaiting a date only. We will speak to the court again as this matter has been set down in accordance with the order and revert to you.*

30. In a letter addressed to the court dated 17 May 2019, the Respondent outlined:

> *"We refer to our letter of the 9 January asking for this matter to be allocated a hearing date to which we have received no reply. We have also telephoned on a number of occasions. We attach a copy of our letter and should be grateful if a date could be provided as soon as possible."*

31. The letter that was purportedly sent to the Court on 9 January 2019 ("the Letter") and appended to the 17 May 2019 letter set out as follows:

> *"Further to this matter and the Master's direction that this matter requires an agreed time estimate we attach a copy of a letter from DWR [sic] who are dealing with matter on behalf of the Defendants which suggests a time estimate of a day and a half. We are prepared to agree this after discussion with our cost draughtsman and look forward to receiving the date in due course"*

32. On 22 July 2019, the Court ruled that Client A had failed to comply with paragraph one of the Order of 26 November 2018, and ordered:

> *"1. The Claimant's Solicitors [the Firm] do repay the sum of £250,000 which was previously tendered as a payment on account of the Claimant's costs, to the Defendant [Client B] within 14 days, together with interest.*
>
> *2. The Claimant do pay the Defendant's costs of and incidental to this application in any event, to be assessed if not agreed."*

33. On 29 July 2019, the Firm filed an application for relief from sanction and to set aside the Master Haworth's Order of 22 July 2019. The application was supported by a witness statement from the Respondent dated 29 July 2019 which produced a bundle of documents referenced as SKG 1.

34. The hearing for the application for relief from sanction was subsequently listed for 15 November 2019 at 10:00 before Master Haworth.

35. On 30 September 2019, the Managing Partner and Compliance Officer for Legal Practice ("COLP") of the Firm, Andrew Theoff, carried out a file review of Client A's matter. On

the 10 October 2019 a meeting took place between Mr Theoff, Mr Wayne Moore-Read, a Senior Partner at the Firm and the Respondent to discuss issues arising from Mr Theoff's review of the client file.

36. On 11 October 2019, the Respondent attended a further meeting with, Mr Theoff, and the Chief Operating Officer and Compliance Officer for Finance and Administration, Tom Love. In the meeting, the Respondent confirmed he had reported Client A's matter to the Firm's insurers in either July or August 2019. After confirming this Mr Theoff asked the Respondent to forward a copy of the email for his information which the Respondent stated he would do.

37. On 14 October 2019, Mr Theoff, having not received a copy of the Respondent's email notification to the Firm's insurers, contacted the Respondent by email to ask that this be sent to him.

38. On 14 October 2019 at 13:05, the Respondent emailed Lauren.waters@howdengroup.com Howden Insurers, being the Firm's professional indemnity insurance provider, in the following terms (emphasis added):

> *Dear Lauren, I write to inform you of a new circumstance. The claim brought by [Client B] has been settled and we have been sorting out the costs due under the CFA that we have in place with the client. A copy of the bill is attached. For various reasons the settlement of this aspect remains unfinished and on the day of November 2018 the judge made anunless order a copy of which is attached. As you will see we were to set the costs matter down for hearing by the 18 December 2018 and attached is a copy of the receipt confirming that we complied with the terms of the order. The court however did not immediately set the matter down requesting an agreed time estimate with the other side. We duly agreed a time estimate and notified the court. The court then required a copy of the replies to the response from the other side but you will see from the order attached that this was dispensed with. We notified the court of this and chased them for a hearing date. The other side then made an application to strike out the claim on the basis that we have not complied with the order which as I say, we had. The Master unfortunately agreed with the other side and made an order striking out the claim. Copy attached. We have applied to set the order aside which will be heard on the 18 November. A copy of our application is attached. Counsel has confirmed that he believes we have complied with the order and we hope that the Judge will agree but clearly if not there will be problems that arise. These will be the loss of the client's and counsel's ability to recover their costs from the other side and interest and the return of a payment made on account. I will revert to you when the hearing is completed but if you have any questions please let me know. Regards Simon."*

39. The Respondent received an automated response one minute later to notify him that the recipient of his email had now left Howden.

40. In a further meeting with Mr Theoff and Wayne Moore-Read, a Senior Partner in the Firm, on 15 October 2019, the Respondent clarified the position regarding the report to the insurers as follows:

    40.1. The Respondent could not locate a copy of the email that was sent to the insurer in July or August 2019 and he was unsure as to whether he sent the email or whether it was sent by his secretary Carol, or trainee solicitor, Fariha Shams;

    40.2. He had recently chased Ms Waters at the insurers only to discover she was no longer at the company;

    40.3. Upon discovering that Ms Waters had left Howden, he copied the text of the email he had sent to her and pasted this into an email that he sent to David Scott who he recalled was more senior than Ms Waters. The Respondent said he would sometimes adopt this method in forwarding emails so as not to reveal when the original email was sent.

41. In providing the information at paragraph 39.3, the Respondent was asked in the meeting how he could copy text from an email that he could not locate. The Respondent had no answer to this question.

42. A subsequent search of the Firm's email server was conducted for any emails relating to Client A's case that had been sent to Lauren Waters. The only email recovered was the email sent by the Respondent on 14 October 2019.

43. David Scott, a Director at Howdens Group, confirms in a witness statement they did not receive any notification from anybody at the Firm in relation to Client A's matter prior to the email that was sent by the Respondent to Lauren Waters at 13:05 on 14 October 2019. After receiving this email from the Respondent they did not receive anything from the Respondent in relation to this matter until 26 October 2020.

44. The Respondent admits that he did not report this matter to the Insurers prior to 14 October 2019. His statement to Mr Theoff and Mr Love in the meeting of 11 October 2019 about reporting this in July/August 2019 was therefore false and the Respondent knew this to be the case.

45. Further, the Respondent admits that his statement to Mr Theoff and Mr Moore-Read in the meeting of 15 October 2019, regarding copying text from an email sent to the insurers in July/August 2019, was also false. The Respondent knew this was false.

46. Accordingly, the Respondent admits allegation 1.3 in full.

Dishonesty

46. Applying the applicable test for dishonesty, such conduct as alleged, was dishonest, as the Respondent himself admits; he knowingly provided misleading information to colleagues at the Firm in respect of information that he had failed to provide to the Firm's insurers.

47. The test applied for dishonesty is that formulated by the Supreme Court in *Ivey v Genting Casinos (UJ) Ltd t/a Crockfords* [2017] UKSC 67:

> *"When dishonesty is in question the fact-finding tribunal must first ascertain (subjectively) the actual state of the individual's knowledge or belief as to the facts. The reasonableness or otherwise of his belief is a matter of evidence (often in practice determinative) going to whether he held the belief, but it is not an additional requirement that his belief must be reasonable; the question is whether it is genuinely held. When once his actual state of mind as to knowledge or belief as to facts is established, the question whether his conduct was honest or dishonest is to be determined by the fact-finder by applying the (objective) standards of ordinary decent people. There is no requirement that the defendant must appreciate that what he has done is, by those standards, dishonest."*

48. The Respondent provided false information to the Firm's COLP and COFA about whether Client A's matter had been referred to the Firm's professional indemnity insurance provider. The Respondent repeated a position that was false over the course of two meetings, on 11 and 15 October 2019. When challenged on the information he provided, he opted to provide additional information that was false and which he must have known was untrue. Given his state of knowledge and belief, the Respondent acted dishonestly by the standards of ordinary decent people. Ordinary decent people would consider it dishonest for a solicitor knowingly to make repeated misleading statements to his colleagues. The Respondent sought to positively mislead them by indicating he had completed recent actions which he had not.

49. The Respondent expressly admits that his conduct as alleged at Allegation 1.3 was dishonest.

Application to withdraw Allegation 1.1 and 1.2

55. The Respondent denies Allegations 1.1 and 1.2 and the associated allegations of dishonesty and lack of integrity.

56. Whilst the SRA considers the issue to be arguable on the evidence of those involved, irrespective of the merits of Allegations 1.1 and 1.2 the SRA considers that it is not in

the public interest to proceed to a substantive hearing on those remaining two allegations for the following reasons:

56.1. An allegation of dishonesty has been admitted by the Respondent in relation to Allegation 1.3;

56.2. The Respondent has agreed to the ultimate sanction of being struck off the Roll of Solicitors;

56.3. If the Tribunal had found Allegations 1.1 and 1.2 proved at a substantive hearing, it will have no impact on the sanction as otherwise agreed between the parties on the admitted allegation;

56.4. The Respondent has at all times denied Allegations 1.1 and 1.2 and has served expert evidence which he considers supports his case. To determine those allegations would require a full hearing with expert evidence called on both sides and the attendant costs.

56.5. The Respondent has agreed to undertake never to apply for re-admission to the Roll of Solicitors.

57. Accordingly, the parties apply for those allegations to be withdrawn.

Non-agreed mitigation

58. The Respondent advances the following points by way of mitigation but their inclusion in this document does not amount to acceptance or endorsement of such points by the SRA:

58.1. The Respondent has worked as a solicitor for 32 years and has never previously faced disciplinary action and / or been before the Solicitors Disciplinary Tribunal.

58.2. The Respondent was in a state of shock at the 15 October 2019 meeting and panicked when being confronted unexpectedly by his fellow partners.

58.3. The 15 October 2019 meeting was a private conversation between partners and the Respondent had in fact notified the insurers by the time of the meeting.

Agreed Outcome

59. The Respondent admits Allegations 1.3 above, and that his conduct was dishonest, and agrees and/or undertakes:

59.1. To be struck off the Roll of Solicitors;

59.2. To never apply for readmission to the Roll of Solicitors;

59.3. To pay costs to the SRA agreed in the sum of £15,000.00 (including VAT).

60. The costs set out above include a reduction for the case having concluded by way of an Agreed Outcome and is an apportioned amount of the overall SRA costs in total.

Explanation as to why such an order would be in accordance with the Tribunal's Sanction Guidance (10th edition)

61. The parties consider and submit that in light of the admissions set out above, the proposed outcome represents a proportionate resolution of the matter, consistent with the Tribunal's Guidance Note on Sanction (10th edition).

62. It is agreed that:

62.1. The seriousness of the misconduct is such that neither a reprimand, nor a fine, nor a suspension is sufficient for the protection of the public and for the protection of the reputation of the legal profession;

62.2. Considering the facts above and the seriousness of the misconduct giving effect to the purpose of the sanction, this case falls in a bracket in which a strike-off is appropriate. Public confidence in the legal profession demands no lesser sanction.

63. In respect of the level of culpability and harm for the Respondent:

63.1. The Respondent sought to mislead Mr Theoff and other colleagues as to when he reported matters to the Firm's professional indemnity insurers. The Respondent therefore had direct responsibility for the circumstances giving rise to the misconduct and continued to seek to conceal the issue by misleading the Firm.

63.2. The Respondent has been a solicitor since 1987. He provided to his senior colleagues incorrect and misleading information about when he contacted the insurers on two occasions, 11 and 15 October 2019. At the first meeting with his

senior colleagues he indicated that he had sent a chaser email to the insurers, indicating he had sent an initial email prior to 11 October 2019. He knew this was incorrect and misleading as the first email he had sent to the insurers post-dated the first meeting, and was actually sent on 14 October 2019. Upon being asked by his senior employers at the second meeting for a copy of the email sent in July 2019, he continued to mislead them stating he will copy the text of this email and send it to them. He knew this information was false. As such the conduct constitutes a significant departure from the "complete integrity, trustworthiness and probity" expected of a solicitor.

64. In respect of aggravating features which aggravate the seriousness of the misconduct of the Respondent:

    64.1. The Respondent has admitted to acting dishonestly.

    64.2. The Respondent provided false information to his senior colleagues on two occasions when asked about when contacted the firm's insurers.

65. In respect of mitigating features, the Respondent has no previous disciplinary findings.

66. The parties consider that in light of the admissions set out above and taking due account of the guidance, the proposed outcome represents a proportionate resolution of the matter, which is in the public interest. The admitted conduct involves breaches of the requirement to act with integrity and involving dishonesty on multiple occasions to which no exceptional circumstances apply. Accordingly, the parties agree that the only appropriate outcome in this case is for the Respondent to be struck off the Roll of Solicitors and to never apply for readmission.

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On behalf of the Solicitors Regulation Authority Limited
Date:

.....
Simon Kennett Gurr (Respondent)
Date: