

SOLICITORS DISCIPLINARY TRIBUNAL

IN THE MATTER OF THE SOLICITORS ACT 1974

Case No. 12589-2024

BETWEEN:

SOLICITORS REGULATION AUTHORITY LTD

Applicant

and

GRAEME HENRY TAYLOR

First Respondent

RUSSELL HARVEY SHAPIRO

Second Respondent

Before:

Mr R Nicholas (Chair)

Mr P S L Housego

Mr C Childs

Date of Hearing: 28 -31 October 2024

Appearances

Hanne Stevens, barrister in the employ of Capsticks, 1 St George's Road, Wimbledon, London SW19 4DR for the Applicant.

Samuel Irving, barrister of Farrar's Building, Temple, London EC4Y 7BD for the Second Respondent.

The First Respondent did not attend and was not represented.

JUDGMENT

Allegations

Allegation 1

The allegations against Graeme Henry Taylor, (“the First Respondent”) are that, while acting as a solicitor and for the executors in the sale of properties belonging to the estate of the late Mohammed Taj:

1. Between around 27 April 2010 and 12 June 2020, the First Respondent knowingly caused or allowed documents to be submitted to HM Land Registry (“HMLR”) in respect of the properties listed at Appendix 1, which contained inaccurate and misleading information and, in doing so:
 - 1.1 In so far as the conduct occurred before 5 October 2011, breached either or both rules 1.02 and 1.06 of the SRA Code of Conduct 2007
 - 1.2 In so far as the conduct occurred from 5 October 2011 to 25 November 2019, breached either or both Principles 2 and 6 of the SRA Principles 2011;
 - 1.3 In so far as the conduct occurred from 25 November 2019, breached either or both Principles 2, 4 and 5 of the SRA Principles 2019 and paragraph 1.4 of the Code of Conduct for Solicitors, RELs and RFLs.

Allegation 1 is advanced on the basis that the First Respondent’s conduct was dishonest. Dishonesty is not an essential ingredient in proving the allegations, save for the breach of Principle 4 of the SRA Principles 2019.

Allegation 2

The allegation against Russell Shapiro, (“the Second Respondent”) is that, while acting as a solicitor for the purchasers of properties listed at Appendix 3, which belonged to the estate of Mr Mohammed Taj:

2. Between around 27 April 2010 and 30 March 2012, the Second Respondent knowingly caused or allowed documents to be submitted to HM Land Registry (“HMLR”) in respect of the properties numbered 1 to 8 listed at Appendix 1 which contained inaccurate and misleading information and, in doing so:
 - 2.1 In so far as the conduct occurred before 5 October 2011, breached either or both rules 1.02 and 1.06 of the SRA Code of Conduct 2007
 - 2.2 In so far as the conduct occurred from 5 October 2011, breached either or both Principles 2 and 6 of the SRA Principles 2011.

Allegation 2 is advanced on the basis that the Second Respondent’s conduct was dishonest. Dishonesty is not an essential ingredient in proving the allegations.

Codes of Conduct and Principles

3. 2007

- 3.1 Rule 1.02 of the SRA Code 2007 states that personal integrity is central to your role as the client's trusted adviser and should characterise all your professional dealings with clients, the court, other lawyers and the public.
- 3.2 Rule 1.06 of the SRA Code 2007 requires that solicitors:
behave in a way that maintains the trust the public places in you and in the provision of legal services.
- 3.3 The guidance note to Rule 1.06 states: Members of the public should be able to place their trust in you. Any behaviour either within or outside your professional practice which undermines this trust damages not only you but also the ability of the legal profession as a whole to serve society.

4. 2011

- 4.1 Principle 2 of the SRA Principles 2011 requires solicitors to act with integrity. In Wingate v SRA [2018] EWCA Civ 366, the Court of Appeal stated that integrity connotes adherence to the ethical standards of one's profession. In giving the leading judgement, Lord Justice Jackson said: "*Integrity is a broader concept than honesty. In professional codes of conduct the term "integrity" is a useful shorthand to express the higher standards which society expects from professional persons and which the professions expect from their own members.*" He went on to give examples of conduct which constituted acting without integrity. These examples including making false representations on behalf of a client.
- 4.2 Principle 6 of the SRA Principles 2011 requires solicitors to behave in a way that maintains the trust the public places in them and in the provision of legal services.

5. 2019

- 5.1 Principle 2 of the SRA Principles 2019 requires solicitors to act in a way that upholds public trust and confidence in the solicitors' profession and in legal services provided by authorised persons
- 5.2 Principle 4 of the SRA Principles 2019 requires solicitors to act with honesty.
- 5.3 Principle 5 of the SRA Principles 2019 requires solicitors to act with integrity.
- 5.4 Paragraph 1.4 of the Code of Conduct for Solicitors RELs and RFLs 2019 states: You do not mislead or attempt to mislead your clients, the court or others, either by your own acts or omissions or allowing or being complicit in the acts or omissions of others (including your client)

6. Dishonesty

- 6.1 The SRA relies upon the test for dishonesty stated by the Supreme Court in Ivey v Genting Casinos [2017] UKSC 67, which applies to all forms of legal proceedings, namely that the person has acted dishonestly by the ordinary standards of reasonable and honest people:

“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.”

Executive Summary

7. The First and Second Respondents were partners in the firm of Gelbergs, respectively heads of the probate and conveyancing departments in that firm.
8. The First Respondent represented over many years a wealthy family with residential and commercial property interests in East London. Following the death of the head of the family the First Respondent acted for the executors of the estate.
9. It was said that the First and Second Respondent dishonestly submitted official documents relating to title and ownership of the properties to HMLR with the intention of concealing the true owners of the properties and with a view to misleading the local authority.
10. The First Respondent admitted his part in the allegation but denied that he had been dishonest. The Second Respondent initially adopted the same position but later resiled from this and denied all the allegations when being interviewed by the Applicant, including dishonesty, on the basis that he had relied on information given to him by the First Respondent. In his evidence before the Tribunal the Second Respondent said the First Respondent had been the perpetrator and sent out various documents to make it appear that they had been created and sent by the Second Respondent. He said he was not involved in any of the transactions and did not submit any documents to HMLR.
11. The First Respondent did not attend before the Tribunal to give evidence.
12. The Tribunal found all allegations proved with respect to both Respondents, including dishonesty, and it ordered that they each be struck off the Roll of Solicitors.

The [Facts](#)

The Applicant’s Case – [Allegation 1](#) and [Allegation 2](#)

The Respondents’ Cases – [R1](#) and [R2](#)

[The Tribunal’s Findings](#)

The Tribunal's Decision on [Sanction](#) and [Costs](#)

Documents

13. The Tribunal considered all the documents in the case, which were contained within an agreed electronic hearing bundle.

Preliminary Matters

14. Adjournment and proceeding in absence

- 14.1 The First Respondent did not attend the hearing, and he was not represented. However, he had sent correspondence to the Applicant and the Tribunal which demonstrated that he was aware of the hearing date and that he had decided not to attend. In his written material the First Respondent admitted all the allegations made against him save that he acted dishonestly. He stated that he expected to be removed from the Roll. He had applied neither to adjourn nor vacate the hearing and it was Ms Stevens' application that in the light of the First Respondent's representations the substantive hearing should proceed in his absence.

- 14.2 Ms Stevens placed reliance upon the decisions in General Medical Council v Adeogba; General Medical Council v Visvardis [2016] EWCA Civ 16231 which in turn approved the principles set out in R v Hayward, R v Jones, R v Purvis QB 862 [2001], EWCA Crim 168 [2001] namely that proceeding in the absence of a respondent was a discretion which a Tribunal should exercise with the utmost care and caution bearing in mind the following factors:

- The nature and circumstances of the First Respondent's behaviour in absenting himself from the hearing.
- Whether an adjournment would resolve his absence.
- The likely length of any such adjournment.
- Whether he had deliberately chosen not to exercise his right to be present or to give adequate instructions to enable lawyers to represent him.

- 14.3 It was held in *Adeogba* that in determining whether to continue with regulatory proceedings in the absence of the respondent, the following factors should be borne in mind by a disciplinary tribunal: -

- the Tribunal's decision must be guided by the context provided by the main statutory objective of the regulatory body, namely the protection of the public;
- the fair, economical, expeditious and efficient disposal of allegations was of very real importance;
- it would run entirely counter to the protection of the public if a respondent could effectively frustrate the process and challenge a refusal to adjourn when that practitioner had deliberately failed to engage in the process; and

- there was a burden on all professionals subject to a regulatory regime, to engage with the regulator, both in relation to the investigation and ultimate resolution of allegations made against them. That is part of the responsibility to which they sign up when being admitted to the profession.

14.4 Mr Irving did not oppose the application.

The Tribunal's Decision

- 14.5 The Tribunal decided there was no evidence that the First Respondent required an adjournment and in fact the indication from him was that he did not seek one and that he in fact wanted matters to proceed in his absence.
- 14.6 Whilst exercising the utmost care and caution with respect to a decision to proceed in absence it was clear that the First Respondent wished matters to proceed in his absence and the Tribunal had no trouble in concluding that he had deliberately chosen not to attend, and chosen not to instruct lawyers to represent him. The Tribunal was satisfied that it was appropriate and in the public interest for the hearing to proceed in the First Respondent's absence and the Tribunal decided it should exercise its power under Rule 36 SDPR 2019 to hear and determine the substantive hearing in the absence of the First Respondent.

Factual Background

15. The First Respondent was admitted as a solicitor on 1 September 1984. From 8 October 1990 to 31 March 2008 he was a senior partner at Gelbergs. From 1 April 2008 to 30 September 2017 he was a member of Gelbergs. From 2 October 2017 to 30 March 2018 he was a consultant at Gelbergs. On 1 May 2018, the First Respondent established his own firm, Graeme Taylor Solicitors Limited. Graeme Taylor Solicitors closed down on 14 June 2022 at which time the First Respondent ceased practising. He does not hold a current Practising Certificate.
16. The Second Respondent was admitted as a solicitor on 1 October 1984. From 1 June 1988 to 31 March 2008 he was a partner at Gelbergs. From 1 April 2008 he has been, and continues to be, a member of Gelbergs LLP. He holds a current Practising Certificate.

Witnesses

17. The written and oral evidence of witnesses is quoted or summarised in the Findings of Fact and Law below. The evidence referred to will be that which was relevant to the findings of the Tribunal, and to facts or issues in dispute between the parties. For the avoidance of doubt, the Tribunal read all of the documents in the case and made notes of the oral evidence of all witnesses. The absence of any reference to particular evidence should not be taken as an indication that the Tribunal did not read, hear or consider that evidence.
18. The Applicant called no live evidence, and the following witnesses gave oral evidence on the Second Respondent's behalf:

- Sheldon Henry
- Gary Zaydner

19. Sheldon Henry

- 19.1 Mr Henry became a Partner in 2000 and subsequently Gelberg's Senior Partner in 2017, following the First Respondent's retirement.
- 19.2 He confirmed that the Second Respondent's description of the references used by the Second Respondent on correspondence and those of the First Respondent around the dates of the transactions was correct. The First Respondent's reference was *T/N/file number*. The "T" denoted "Taylor" and the "N" denoted his assistant at the time, Natasha Brand ("Natasha").
- 19.3 The Second Respondent's reference was *Z/K/file number*. The "Z" denoted the Second Respondent, and the "K" denoted his assistant at the time, Karen Wilkinson ("Karen").
- 19.4 Mr Henry said that he had seen the conveyancing documents and correspondence contained in the bundle which are said to have been prepared by the Second Respondent, relating to the relevant property transactions, all of which either bear the reference T/N/file number or Z/N/file number. He could think of no reason why the Second Respondent would quote the First Respondent's reference on matters that he, the Second Respondent was dealing with and/or on documents prepared by him. The second of those references denoted Natasha's involvement.
- 19.5 He could not think of any reason why the Second Respondent would include Natasha's reference on matters that he was dealing with and/or in documents prepared by him. Instead, he would have used his correct reference of Z/K/file number, not least because it would have been Karen, as his assistant, who would have typed up such correspondence or documents prepared by the Second Respondent. Karen was the Second Respondent's long standing conveyancing assistant/secretary and she was very experienced.
- 19.6 There was no obvious reason why the Second Respondent would have asked Natasha to prepare or type up any of these documents or correspondence if he was acting on these transactions.
- 19.7 In cross-examination Mr Henry said that he could not explain why the references in the correspondence were as they were and he acknowledged that they had been in conflict with the established referencing protocols.

20. **Gary Zaydner**

- 20.1 Mr Zaydner is a non-practising Partner and Member of Gelbergs.
- 20.2 With reference to Karen, he said that he was not aware of any dissatisfaction with her or the service that she provided to the Second Respondent as his assistant. Karen was employed by Gelbergs for nearly 30 years, before she decided to take early retirement.

20.3 Contrary to the First Respondent's suggestion he said that Karen was never 'substantially behind' in any of her typing. Although she did not work overtime during the week due to family commitments and health issues, she would always come in on a weekend at least once every month and quite often more than that to ensure that work was up to date, and she was remunerated accordingly.

20.4 As to the issue of the referencing protocol he confirmed that each solicitor had their own reference for good reason and there would be no necessity for those to cross over. He had never known the Second Respondent to deviate from the referencing protocol and he could not explain why this happened in the present case.

21. **The Second Respondent**

21.1 The Second Respondent accepted that the transactions were processed but denied that he had any involvement in the handling of the matters or the filing of the documents with HMLR.

21.2 He said that he was interviewed by the SRA on 30 June 2022 and was already aware of the allegations being made against him. Included in the bundle for the interview were various documents that it was alleged he had filed with HMLR in or around 2012. When he was presented with the documents, he could not specifically recall generating or filing them but as they were in relation to files it was alleged, he had handled and some documents had his name and/or reference present, he accepted, for the most part, they were filed by him. When being interviewed by the SRA, he therefore assumed that he had indeed filed a number of the documents (but highlighted some he was concerned about) and indeed the First Respondent informed him this was the case. Whilst he could not recall this, he accepted, in hindsight, foolishly, that this was the case.

21.3 This was no longer his position.

21.4 He said that he found the interview procedure quite intimidating, and this made him nervous. He was a person who avoided confrontation. He did his best to answer each question but the recollection he provided at that interview was very poor and, on reflection, he did not feel he represented himself as well as he could have.

21.5 On 17 August 2023 he wrote to the SRA in response to the notice of prosecution with written representations. In that letter and again without further investigation he presented the SRA with the following information which was based on information provided to him by the First Respondent:

- That he was requested by the First Respondent to prepare necessary conveyancing documentation to transfer properties and then deal with the registration.
- He was aware of the beneficial owners and the nominee names and understood the family were aware of the registration in the alias names to avoid complications with the local authority.
- The Land Registry forms were filed as there was a belief that it was not misleading when there was no mortgage and all parties involved with the properties consented. (He later recognised that this was an incorrect assumption).

- He had filed the RX1 forms and there was no deliberate intention to deceive.
- That his involvement in these transactions was to prepare the necessary conveyancing documentation and to deal with the registration. Everything else was dealt with by the First Respondent.

21.6 As he considered that he had not acted dishonestly, he did not view his actions as inappropriate (or dishonest) and did not consider it necessary to look any further into this. He discussed the matter with his partner (Sheldon Henry) and explained to him that he did not recall the transactions or had very little recollection, and that he had felt ambushed and was applying knowledge provided to him by the First Respondent and from his own scant recollection rather than actual knowledge of the events.

21.7 In the interview he identified various documents that appeared to have been drafted by him but did not bear his reference or signature and in fact at least one document he identified bore his forged signature. He said that he should have taken a more robust stance at the interview but did not as he believed that no further action would be taken against him as his apparent part in the handling of the cases was secondary to that of the First Respondent.

21.8 However, when proceedings were served it became clear that this matter was far more serious than he had anticipated, and he started to review the documents provided to try and establish the events surrounding the transactions and what he was and was not responsible for. It was only on this review that he said that he started to uncover the true level of deceit (not on his part) and that multiple documents were not drafted or filed by him. This was not immediately obvious but came to light on a more forensic review of all the relevant documents together.

21.9 His position before the Tribunal was now as follows:

21.9.1 He did not act on any of the matters highlighted by the SRA in this investigation. The First Respondent acted on both sides of all transactions and attempted to disguise this by making it appear that he had acted for the transferees.

21.9.2 Multiple documents were not prepared by him but in fact were generated and filed/sent by the First Respondent or his assistant although some of these documents were purported to have come from the Second Respondent. He considered that documents contained false information to make them look as if they were generated and sent by him. He denied creating or sending any of these documents. By way of example the Second Respondent pointed to the fact that letters to Mr Ali were addressed to 'Saf' and letters to Mrs Ali as 'Zac'. The Second Respondent said that he would have never been so informal in opening correspondence to clients, particularly as these were not his clients but regular clients of the First Respondent. It was more likely that it was in fact the First Respondent who was writing to both and not the Second Respondent.

21.9.3 When answering questions put to him by the SRA in the interview on 30 June 2022, he was being shown documents bearing his name and he answered on the basis he had drafted them as it was not clear to him at that

stage that the reality was that he had not. His forensic review changed that position. When providing information to the SRA, he was relying on a memory of events that occurred some 12 years prior and in truth he had no recollection of any of these transactions. Furthermore, in his interview and previous correspondence with the SRA he was stating the position based on information provided to him by the First Respondent and from a review of documents but without studying them in the level of detail that he now had done.

- 21.9.4 Whilst, in the interview, he had started to raise issues but did not pursue them which he now recognised as a mistake. He was acting on the basis of a belief rather than facts and with hindsight he should have been more inquisitive and robust.
- 21.9.5 He could not explain why documents were generated and filed in his name save for the conclusion that the First Respondent and his assistants (who would have acted under his instruction) did so as they were aware that the First Respondent should not be seen to act on both sides of the transaction and so he wanted to make it appear that the Second Respondent was acting for the transferee.
- 21.9.6 He denied any involvement in the property transactions and that there was evidence that documents submitted to the HMLR were submitted by others using his name and reference.
- 21.9.7 He had been provided multiple examples of documents that bore the references of 'Z' and 'N'. In fact, it was evident from the primary documents that none bore his correct reference 'Z' which was his reference followed by the reference 'K' which was the reference of his assistant at the time.
- 21.9.8 He did not work on or partake in the handling of the matters concerned in the investigation and all actions were taken by the First Respondent, or under his instructions, his Assistant Natasha Brand (NB).
- 21.9.9 Whilst the First Respondent set out in his statement that both the First & Second Respondent's departments "worked very closely on certain files" on occasions, the First Respondent would handle the residential sales for properties being sold in relation to estates where the Second Respondent was dealing with the estate administration. However, the conveyance would be handled by the First Respondent solely and the file responsibility would not be shared. These matters would also contain the Second Respondent's personal reference. It was not correct to insinuate that the First Respondent and he worked on conveyancing matters together, they were always kept separate.
- 21.9.10 Importantly, this was evidenced by the use of incorrect references on these matters. To confirm the position: work performed by the Second Respondent would only bear the reference Z/K (Z being the Second Respondent and K being his assistant Karen) and work performed by First Respondent would bear the reference T/N (T being the First Respondent and N being his assistant Natasha)

- 21.9.11 There was no reason why the reference Z/N would be present on any matter unless it was organised that way by the First Respondent to make it appear that the Second Respondent had performed the work. It was incorrect to say that Natasha performed work on his matters as he was dissatisfied with his own assistant, Karen, as she was both reliable and very experienced. On the limited occasions that his assistant was away from the office, he would either do the work himself or ask for help intermittently from one of the other assistants at the firm.
- 21.9.12 He had no recollection of ever having used Natasha to assist him when his assistant was away as Natasha was always very busy with the First Respondent's work and he would instead use someone else. Even on the rare occasions that another assistant helped when his assistant was away, this would never be for an entire transaction as was being suggested and his usual reference would be retained regardless, for continuity purposes.
- 21.9.13 Most particularly, he would also ensure that his reference and email address would be included in relevant Land Registry documents so that he would be contacted by the Land Registry in the event of an enquiry. The fact that in these particular transactions NB's email address was used on the AP1 forms was inexplicable and simply would not have happened if he had indeed prepared those documents.
- 21.9.14 In addition, if he was to perform the conveyancing work on a matter where the First Respondent was administering the estate, the conveyance and the probate matters would be kept separate.
- 21.9.15 As further evidence of his position that the First Respondent was the orchestrator of the events the Second Respondent said that the First Respondent had continued with this practice after he left the Firm and handled a number of Taj property transactions for the new firm as late as 2020, using aliases.
- 21.9.16 The Second Respondent recognised that revising, and being more assertive, on his position now and so late in the proceedings was unusual but that he was not aware of the full facts until his forensic review, and he explained he was not fully appreciative of the consequences of not raising this sooner. He said that it had become apparent that the First Respondent had wanted to damage Gelbergs and promote his own firm.
- 21.9.17 In cross-examination the Second Respondent denied that he had been involved in the creation and submission to the HMLR of any of the property forms completed in relation to the properties in Appendix 1. Ms Stevens put it to the Second Respondent that his new account regarding the misuse of his reference cipher on correspondence was not true and that in reality there had been no 'rhyme or reason' to the use of the references and his account was not a credible one.
- 21.9.18 He maintained that when he had been interviewed he had felt under pressure; that he had had no real memory of the events he had been questioned about;

he had not had access to the full range of documents and had not carried out the forensic analysis which had latterly been done and he had relied in good faith, and to his detriment, on information provided to him by the First Respondent. He said despite the two earlier accounts he had given the account he was now presenting before the Tribunal was the truth and the mind behind the misconduct was that of the First Respondent who had used his, the Second Respondent's reference to set a false trail.

Findings of Fact and Law

22. 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 right 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.
23. **The Applicant's Case – Allegation 1.1**
 - 23.1 On 21 December 2020, this matter was reported to the Applicant by Ashfords LLP, solicitors acting for the beneficiaries of the late Mohammed Taj. Mr Taj died on 1 December 2007 leaving a portfolio of approximately 50 properties. The estate was valued for probate at more than £18.5 million gross and £8.7 million net.
 - 23.2 The deceased's will left his estate to be divided between his wife, Nazma Taj, and three of his daughters. The executors appointed under the will were Mr Mohammed Sarfraz Ali ("Mr Ali") and Mr Mohammed Arshad Khan ("Mr Khan"). Probate was granted on 7 May 2008. Gelbergs were instructed to act for the executors in the administration of the estate.
 - 23.3 Gelbergs attended to the application for the grant of probate and the submission of the Inheritance Tax Return to HMRC. Gelbergs also acted for Mr Ali in his personal capacity.
 - 23.4 The First Respondent and the Second Respondent acted in the transfer of 26 properties from the deceased's estate. In eight of the transactions, the properties were transferred into the names of "nominees". Seven of these "nominees" were, in fact, fictitious and the names used were aliases used by Mr Ali or his wife, Mrs Zakira Ali ("Mrs Ali"). In respect of one nominee, it could not be established if the nominee was fictitious or not. In all cases the identity of the true beneficial owner was not disclosed to HMLR.
 - 23.5 The FIO's investigation revealed that the seven properties transferred into fictitious names were later transferred to Mr Ali for no consideration. The Second Respondent acted in these transfers. The probate value for these properties was £2,140,000.
 - 23.6 Gelbergs failed to retain accounting records for the period preceding April 2016 and was unable to provide accounting records for the period during which the transactions took place. Five of the properties were subsequently transferred to Mr Ali for nil consideration. In all these transactions, the First Respondent and the Second Respondent acted for the transferor and the transferee, respectively.

23.7 Mr Ali and Mr Khan were removed by the Court from office as executors in May 2020 and replaced by Moore Kingston Smith Trust Corporation. In November 2021, the beneficiaries issued proceedings in the High Court against various parties including Mr Ali alleging breach of the self-dealing rule and breach of duty as an executor to avoid conflict and not to profit. They sought, amongst other things, the rescission of various transfers of property from the deceased's estate.

Transfer of Properties

Properties 1 and 2: 247 and 247(a) High Road E18

23.8 These properties formed part of the deceased's estate. They comprised the freehold and the leasehold interest in 247 High Road E18 and were valued in the probate valuation at a combined £300,000.

23.9 In 2010, the properties were transferred to "Maurice Slater". Maurice Slater did not exist, as it was an alias used by Mr Ali. Gelbergs acted for both the executors of the estate as transferor and purported to act for the fictitious transferee, "Maurice Slater". The freehold was subsequently transferred to Mr Ali on 10 June 2020 for nil consideration.

23.10 The First Respondent and the Second Respondent acted in the initial transfer.

23.11 The First Respondent acted for both parties on the subsequent transfer.

23.12 Gelbergs' file did not contain any documentation or correspondence confirming the receipt of instructions from "Maurice Slater". There was no Agreement for Sale on file and no Know Your Client (KYC) documentation confirming the identity of Mr Slater or a Nomination Agreement confirming his status to act as a nominee. There was no documentation on file to confirm receipt of funds from Mr Slater or to indicate that any Anti-money Laundering checks were carried out on funds received. None of this was possible as "Maurice Slater" did not exist. The SRA was unable to establish whether any funds were received by Gelbergs as the accounting records for the relevant period were unavailable.

23.13 HMLR provided the following documents:

- A transfer TR1 Dated 10 November 2010 confirming the transfer of the freehold of 247 High Road E18 from Mr Ali and Mr Khan to Maurice Slater for the sum of £50,000.
- A transfer TR1 dated 4 October 2010 confirming the transfer of the leasehold of 247(a) High Road E18 from Mr Ali and Mr Khan to Maurice Slater for the sum of £250,000.
- A Form AP1 application dated 24 May 2011 submitted by Gelbergs to change the register relating to the freehold of 247 High Road E18 to the name of Maurice Slater. Box 13 of the form confirmed that Gelbergs represented all of the parties, Mr Ali, Mr Khan and Mr Slater.

- A Form AP1 application dated 13 May 2011 submitted by Gelbergs to change the register relating to the leasehold of 247(a) High Road E18. Box 13 of the form confirmed that Gelbergs represented all of the parties, Mr Ali, Mr Khan and Mr Slater.
- The register of title dated 26 May 2011 for the freehold of 247 High Road E18 showed Maurice Slater as the registered proprietor and stating that the price paid was £50,000.
- The register of title dated 16 May 2011 for the leasehold of 247(a) High Road E18 showed Maurice Slater as registered proprietor and stating that the price paid was £250,000.
- A Transfer TR1 dated 10 June 2020 confirmed the transfer of the freehold of 247 High Road E18 from Maurice Slater to Mr Ali for no consideration. This purports to have been executed by Maurice Slater.
- A Form AP1 application dated 12 June 2020 was submitted by the First Respondent to change the register relating to the freehold of 247 High Road E18. Box 4 of the application stated that the price paid/value was £580,000. Box 13 of the form confirmed that the First Respondent represented both parties, Mr Ali and Mr Slater.
- The register of title dated 12 June 2020 for the freehold of 247 High Road E18 showed Mr Ali as the registered proprietor and a value of £580,000.

Explanations at interview

First Respondent

23.14 When he was interviewed by the SRA on 15 December 2021, the First Respondent stated that he did not know about the transfer of properties into the names of nominees and did not recognise the name of Maurice Slater. In a further interview on 14 April the First Respondent stated that Maurice Slater was Mr Ali. *“There was no attempt to deceive: ...because everybody involved, perhaps not the Land Registry, but everyone else knew that this was Sarfraz Ali, The Revenue knew it was Sarfraz Ali, and it was all done openly. This property and 131 Grove Road had been done through an alias because: ... both of these properties had major planning issues... Waltham Forest council ... issued enforcement notices galore and were issuing proceedings against the estate left, right and centre...The idea of the alias was- I didn’t want it to go into his name ... because I was trying to protect the beneficiaries.”*

23.15 It was his idea to use an alias. He dealt with the subsequent transfer to Mr Ali. The signature on the TR1 alongside the name of Maurice Slater was written by Mr Ali. His assistant sent the TR1 and AP1 to HMLR. He made a representation to HMLR that he was representing two clients, Maurice Slater and Mr Ali. However, he did not accept that the AP1 was a false document.

Second Respondent

23.16 When he was interviewed by the SRA on 30 June 2022, the Second Respondent stated that the First Respondent had acted for the executors of the estate and he, the Second

Respondent, had acted for the transferees of the properties. He could not confirm his exact role in relation to 247 and 247a High Road E18. He believed Maurice Slater was a nominee for Mr Ali. He explained that nominees were used because: “... *the local authority served enforcement notices... the relationship between the local authorities and Mr Taj and his family was very, very poor... I think that was the reasoning why nominee names were used ...*”

Properties 3 and 4: 291 and 293 Chingford Road, E17

23.17 These properties formed part of the deceased’s estate. The value according to the probate accounts was £270,000 for 291 Chingford Road and £545,000 for 293 Chingford Road, a combined value of £815,000. They were both transferred to Mrs Zakiya Ali, Mr Ali’s wife (“Mrs Ali”), using an alias. On or around 20 February 2012, Gelbergs was instructed by Mrs Ali to purchase properties as follows:

- 291 Chingford Road for £180,000 in the name of Nicola Webb;
- 293 Chingford Road for £220,000 in the name of Nicola Webb
- 93/95 Gordon Road for £250,000 in the name of Lisa Sinks

23.18 Nicola Webb was an alias used by Mrs Ali and did not exist. Gelbergs acted for both the vendor and purchaser of the properties. This was confirmed in a letter from the Second Respondent to Mrs Ali dated 20 February 2012. In that letter, the Second Respondent referred to Mrs Ali’s recent discussion with the First Respondent and confirmed that he, the Second Respondent, would be acting for Mrs Ali in the purchases. The First Respondent would be acting for the executors of Mr Taj’s estate. The letter also stated:

“In view of the fact that you are buying the properties in a nominee name I will register an extra restriction at the Land Registry to protect your interest... The Inland Revenue where the stamp duty is payable will have details of your real name and will be aware that you are registering the properties in the name of a nominee.”

23.19 On 20 February 2012, the First Respondent wrote to Mr Ali confirming his instructions to act in the sale of the properties. He confirmed that the properties were being purchased by Mrs Ali and that the Second Respondent was acting for her. The letter stated:

“As I have explained to you previously, as the executor of the estate you are not allowed to make personal gain from being executor. Accordingly, in view of the relationship with Zac [Mrs Ali], it is essential that you and Mr Khan as executors are satisfied that you are obtaining full market price for the properties in order to avoid any challenge being made by the beneficiaries of the estate. I note that you have valuations for the properties and you stated that you are satisfied that the price being paid properly reflects those valuations.”

23.20 There was no evidence that the Respondents asked for or were shown these valuations or that the letter of 20 February 2012 was sent to the other executor, Mr Khan. In any

event, no monies changed hands, and the properties were purportedly transferred in satisfaction of a loan made by Mr Ali to the deceased. There was no documentation on Gelbergs' file to confirm the existence of the loan or that the beneficiaries had consented to the transfer of the property. No loan from Mr Ali was identified as a liability in the IHT200. Further, the purported transfer value (a combined £400,000) for the properties was less than half of the probate valuation. In 2017 the properties were subsequently transferred by Gelbergs from "Nicola Webb" to Mr Ali at a combined value of £1.2 million.

291 Chingford Road

23.21 In relation to 291 Chingford Road, the transfer to "Nicola Webb" was completed on 14 March 2012. The First Respondent advised HMRC on 6 March 2012 that the property had been sold for £180,000. On 9 March 2012, he issued an internal memorandum instruction for an inter-ledger transfer of £162,000. The reason for the transfer was not stated. The Applicant saw no evidence that this inter-ledger transfer was made or that any other consideration was received for the transfer of the property as Gelbergs failed to produce accounting records for the period. In a letter dated 14 March 2012 Gelbergs informed HMRC that Mrs Ali had purchased the property: "... from her own funds without using any finance. For personal reasons Mrs Ali did not want to use her own name when buying the property and accordingly purchased in in a nominee name, Nicola Webb." HMLR was not advised that the property had been transferred into the name of a fictitious person.

23.22 The Applicant obtained the following documents from HMLR:

- The TR1 dated 14 March 2012 transferred the property into the name of Nicola Webb;
- Form AP1 submitted by Gelbergs confirmed that the firm acted for the executors and Nicola Webb;
- A form RX1 dated 16 March 2012 is filed at HMLR to enter a restriction on the property in favour of Nicola Webb;
- The register of title dated 20 March 2012 confirms that the proprietor of the property was Nicola Webb.

23.23 In April 2017, 291 Chingford Road was transferred to Mr Ali by "Nicola Webb". A TR1 dated 6 April 2017 purporting to be signed by Nicola Webb as transferor was submitted by Gelbergs to HMLR and stated that the transfer was not for money or money's worth. A form AP1 dated 26 April 2017 was submitted by Gelbergs. It stated that the property was transferred for a price paid/value of £550,000 and confirmed, in Box 13, that Gelbergs acted for both Nicola Webb and Mr Ali.

23.24 On 12 April 2017, HMLR raised a requisition in relation to the transfer:

"Unfortunately, we are unable to complete the application until you are able to deal with the following: 1. A fraud prevention restriction in the following terms is entered in the register; ... No disposition of the registered estate by the

proprietor of the registered estate is to be registered without a certificate signed by a conveyancer that the conveyancer is satisfied that the person who executed the document submitted for registration as disponor is the same person as the proprietor... Please supply the appropriate certificate...

23.25 The First Respondent replied on 21 April 2017 stating: *“I hereby certify that I am satisfied that the person who executed the document submitted for registration as disponor is the same person as the proprietor.”* The First Respondent, it was said, therefore certified the signature of Nicola Webb, a fictitious person. Mr Ali entered into a legal charge in favour of Habib Bank over these and other properties dated 12 May 2017. The Register of Title dated 25 May 2017 showed Mr Ali as registered proprietor and a charge registered in the name of Habib Bank.

293 Chingford Road

23.26 In relation to 293 Chingford Road, the transfer to “Nicola Webb” completed on 6 March 2012. The Second Respondent wrote to Mrs Ali on that date to confirm completion and that he would proceed with paying the stamp duty and dealing with registration. In a letter dated 9 March 2012, Gelbergs informed HMRC that Mrs Ali had purchased the property: *“... from her own funds without using any finance. For personal reasons Mrs Ali did not want to use her own name when buying the property and accordingly purchased in a nominee name, Nicola Webb.”*

23.27 In a further letter to HMRC dated 30 March 2012, Gelbergs stated: *“It would appear that our letter of 9 March did not properly explain the position. Nicola Webb is an alias being used by Mrs Ali and is not a real person. She has used this name purely to disguise her identity.”* HMLR nevertheless registered the property with that name as registered proprietor.

23.28 The Applicant obtained the following documents from HMLR:

- The TR1 dated 6 March 2012 transferring the property to Nicola Webb. It stated that the transferor had received from the transferee £220,000.
- The form AP1 submitted by Gelbergs applying to transfer the property into the name of Nicola Webb. It confirmed that Gelbergs represented both the transferor and transferee.
- The Register of Title dated 15 March 2012 showed Nicola Webb as the registered proprietor.

23.29 293 Chingford Road was transferred to Mr Ali on 6 April 2017. The TR1 purporting to be signed by Nicola Webb stated that the transfer was not for money or anything that has a monetary value. The AP1 filed by Gelbergs stated that the transfer value was £650,000 and that Gelbergs acted for both the transferor and transferee

23.30 The Register of Title dated 8 May 2017 showed Mr Ali as the registered proprietor.

23.31 293 Chingford Road was subsequently sold by Mr Ali to Gatehouse Bank. The Register of Title dated 26 March 2021 showed that it was sold on 1 October 2018 for £700,000.

Explanations at interview
First Respondent

23.32 When he was interviewed by the Applicant on 14 April 2022, the First Respondent said that Nicola Webb was in fact an alias of Mrs Ali, Mr Ali's wife. He had no recollection of the transactions. He acted for the estate and the Second Respondent acted for "Nicola Webb". He did not agree that the transfer to the name of Nicola Webb was necessarily a means of circumventing the self-dealing rule. They were not trying to deceive anyone. He did not agree that nobody of the name Nicola Webb existed because Nicola Webb was an alias of Mrs Ali, and Mrs Ali existed. The letter to HMRC dated 21 April 2017 in which he certified that the person who executed the document, namely Nicola Webb, was the disponer bore his signature. The transaction did not go through the estate accounts because the property was transferred in settlement of a debt owed by Mr Taj to Mr Ali. He did not obtain consent in writing from the beneficiaries of the estate. *"In hindsight that would have been the best way of dealing with thing. He didn't obtain this because: everyone was friendly and... there was no conflict... Everybody knew what was happening...."* There was no written loan agreement.

Second Respondent

23.33 The Second Respondent was interviewed on 30 June 2022. He stated he had never had any dealings with Mrs Ali. He had no reason to believe he did not send the letter dated 20 February 2012 to Mrs Ali however he did not recall it. He agreed his reference appeared on various letters to HMRC and the client. He could not recall making any application to HMLR but could not say that he did not. The documents submitted to HMLR did bear his reference. He considered it was acceptable to purchase properties using an alias. He claimed that matters were primarily organised by the First Respondent who had direct contact with the family.

23.34 He may have received instructions from Mrs Ali but could not recall a conversation with her. He thought the reason for using an alias was because this was a property where there were enforcement proceedings. He denied that he submitted the TR1s. On reflection they should not have been put in the name of the nominee. This was inappropriate. He accepted that HMLR could have been misled. He was not involved in the transfer of the property to Mr Ali.

Property 5: 93 and 95 Gordon Road, E11

23.35 The property formed part of the deceased's estate. The value according to the Probate accounts was £325,000. It was transferred to Mrs Ali using an alias. The property was later transferred to Mr Ali on 17 November 2016 for nil consideration. On or around 20 February 2012, Gelbergs was instructed to act for Mrs Ali in the purchase of the property. Gelbergs acted for both the executors and Mrs Ali. The instructions were combined with those relating to the purchase of 291 and 293 Chingford Road, E17. The property was to be purchased in the name of "Lisa Sinks". Lisa Sinks was an alias used by Mrs Ali and did not exist. This was confirmed in the letter from the Second Respondent to Mrs Ali dated 20 February 2012 and the letter from the First Respondent to Mr Ali of the same date.

- 23.36 As with the properties at Chingford Road. The Applicant saw no evidence that the Respondents asked for or were shown the valuations of the properties which the First Respondent referred to in his letter. Gelbergs' file contained a draft contract of sale for a price of £250,000 stating the name of the buyer to be Lisa Sinks. A letter from the Second Respondent to HMRC dated 6 March confirmed that contracts were exchanged on 6 March 2012 with completion due when the HMRC charge was removed. A letter from the First Respondent to Mr Ali dated 14 March 2012 stated that completion took place that day.
- 23.37 The client file did not contain a signed copy of the contract for sale and the Applicant has seen no evidence that any monies were received by Gelbergs in respect of the sale. The SRA obtained the following from HMLR:
- The Form TR1 dated 14 March 2012 reflected the sale of the property from the executors, Mr Ali and Mr Khan to Lisa Sinks for £250,000.
 - Form AP1 dated 14 March 2012 submitted by Gelbergs. It stated that the property was transferred for a price paid/value of £250,000 and confirmed, in Box 13, that Gelbergs acted for both the executors and Lisa Sinks.
 - TR1 submitted by Gelbergs dated 17 November 2016 purporting to be executed by Lisa Sinks and stating that the transfer was not for money or money's worth.
 - The AP1 submitted by Gelbergs confirming the transfer and, in Box 13, that Gelbergs acted for both Lisa Sinks and Mr Ali. However, the transfer appears to have been registered on 16 November 2016 as the register of title for that date shows Mr Ali as the registered owner.
- 23.38 On 17 November 2016, HMLR issued a requisition: *"Please comply with the terms of the following restriction in the Proprietorship Register: ... No disposition of the registered estate is to be registered without a certificate signed by a conveyancer that the conveyancer is satisfied that the person who executed the document submitted for registration as disponor is the same person as the proprietor... And supply the appropriate certificate."*
- 23.39 The First Respondent replied on 21 November 2016 stating: *We hereby certify that we are satisfied that the person who executed the document submitted for registration as disponor is the same person as the proprietor.* The First Respondent therefore certified the signature of Lisa Sinks, a fictitious person. The property was subsequently transferred by Mr Ali to Gatehouse Bank for the sum of £800,000. This is confirmed in a TR1 dated 1 October 2018 and the register of title dated 26 March 2021.

Explanation at interview
First Respondent

- 23.40 When he was interviewed by the Applicant on 14 April 2022, the First Respondent said he had no recollection of the transaction. Lisa Sinks was Mrs Ali. When asked why the transfer was not reflected in the estate accounts, he confirmed it was possibly to set off debts. He claimed the debt had been confirmed with the family. When asked if the debt was reduced to writing and whether he had obtained informed consent of the

beneficiaries, he claimed he had obtained informed consent from the beneficiaries. When asked if there was anything to show there was a debt, he claimed that the family very rarely put anything in writing. He and the Second Respondent acted in the transactions.

Second Respondent

23.41 The Second Respondent was interviewed by the SRA on 30 June 2022. He stated he could not recall this transaction. He assumed he had sent an email dated 8 November 2016 to Mr Ali attaching the TR1 for execution. His reference appeared on the letter to HMLR dated 21 November 2016, but he claimed the signature was not his. Either someone had forged his signature or it was signed on his behalf.

Property 6: 35a The Broadway, Woodford Green

23.42 The property formed part of the deceased's estate but was omitted from the schedule of assets and no value was recorded in the probate accounts. It was transferred to a Francois Voyer in the name of an alias, Frank Noble. An attendance note on Gelbergs' file dated 17 January 2012 bearing the First Respondent's initials stated that, on obtaining office copies of the title, it was shown that the freehold was owned by "Raess" but was subject to two leases, one of which was owned by Mr Taj. The Applicant understood that "Raees" referred to Raees International Ltd, a company incorporated in the Isle of Man and in which the deceased Mr Taj had an interest.

23.43 The First Respondent spoke to a Francois Voyer and to Mr Ali, who were both unaware of this, and advised that he would obtain a valuation and that funds from the property would form part of the deceased's estate. A further attendance note on Gelbergs' file, again with the First Respondent's initials, dated 17 February 2012 confirmed that Mr Ali and Mr Voyer had agreed the *"sale of the property: they are waiting to receive a valuation but they think it will be in the region of £180,000 ..."*

23.44 The property had been purchased by the deceased on 5 October 2005 for £129,000. On 21 February 2012, a valuation of £180,000 was provided by Knightons Estate Agents. An email addressed to Francois Voyer dated 23 February 2012 from Natasha confirmed that the Second Respondent had been instructed by Mr Voyer in the purchase of the property from the executors of the estate for £180,000. The email confirmed that the First Respondent would represent the executors, and the Second Respondent would represent Mr Voyer. The letter stated: *"I note that you wish to purchase the property using a nominee name: Frank Noble... In view of the fact that you are buying the property in a nominee name I will register an extra restriction at the Land Registry to protect your interest... As stamp duty is payable it will be necessary to inform the Inland Revenue that the property is being purchased in a nominee name...."*

23.45 Gelbergs' client file contained an agreement for sale purportedly signed by Frank Noble. The transaction completed on 7 March 2012. Gelbergs' file did not contain any documentation confirming the receipt of any proceeds of sale. The file did not contain any Know Your Client ("KYC") documentation relating to Frank Noble. There was no nomination agreement on file appointing Mr Noble as a nominee. There was no documentation recording whether proceeds of sale had been received by Gelbergs. The sale was also not recorded in the interim accounts of the estate.

23.46 The Applicant obtained the following documents from HMLR:

- TRI dated 7 March 2012 recording the sale of the property to Frank Noble for £180,000. Mr Ali's signature was witnessed by the First Respondent.
- A form RX1 dated 20 March 2012 submitted by Gelbergs with an application purporting to be on behalf of Frank Noble for a restriction on the property stating that no disposition was to be registered without a certificate by a conveyancer to state that the disponor was the same person as the proprietor.
- Form AP1 dated 20 March 2012 submitted by Gelbergs to register the transfer in the name of Frank Noble stating that the price paid was £180,000. Box 13 of the form confirmed that Gelbergs acted both for the executors of the estate and for Frank Noble.

23.47 The Register of title dated 22 March 2022 stated that the proprietor was Frank Noble and that the price paid was £180,000.

Explanation at interview

First Respondent

23.48 When he was interviewed by the Applicant on 14 April 2022, the First Respondent said Frank Noble was a plumber. As far as the First Respondent was aware, he bought the property. He was not a nominee. Frank Noble had been introduced to Gelbergs by Mr Voyer who was Mr Taj's and then Nazma Taj's "*right-hand man*": *He was, if you like, a quasi-executor*. He claimed he had no knowledge that Mr Voyer wished to purchase the property using a nominee name, Frank Noble (as stated in the email of 23 February 2012).

Second Respondent

23.49 The Second Respondent was interviewed by the Applicant on 30 June 2022. He said "*I cannot remember these transactions. Most... as to the arrangement regarding buying, selling estates that was all done by Mr Taylor. I had, I was given a file by him, and told to deal with matters....*" The email of 23 February 2012 had his name and email but did not have his reference. It was sent by the first Respondent's PA. It did not come from him.

23.50 The Applicant conducted further enquiries with Gelbergs. Gelbergs could not locate any file for the purchase of the property. Gelbergs did locate a file for a possession claim against tenants at 35b the Broadway on behalf of Frank Noble. However, the file contained no KYC documentation identifying Frank Noble. Instructions were recorded as having come from Mr Ali. The senior partner of Gelbergs, Sheldon Henry, confirmed the following to the SRA in an email dated 25 July 2022.

"... The papers sent to you previously regarding 35a The Broadway, indicates that this property...was purchased by Mr Voyer (via a nominee Frank Noble) in 2012. This suggests that Mr Voyer would have been the beneficial owner of 35b The Broadway as at the date of these proceedings.

I can find no reference to this firm being instructed by Mr Noble directly. This is presumably because he was not the beneficial owner. Instructions do appear to have come from Mr Saf Ali... As far as I recall, Mr Voyer usually spent the entire summer in France... and I would expect that he would also have authorised us to accept instructions on his behalf from Mr Ali while he was abroad. While I cannot see that there is a Care Letter on file, it should be noted that Mr Voyer had been well known to this firm for many years, being an integral part of the Taj family business... ”

Properties 7 and 8: 131 and 133 Grove Road, E17

23.51 The properties formed part of the deceased’s estate and were valued in the combined sum of £700,000 in the estate accounts. The properties were transferred to the name Maurice Slater, an alias used by Mr Ali, in 2010 for a stated combined sum of £800,000. Gelbergs acted for both the executors and Maurice Slater in the initial transfer. The properties were subsequently transferred to Mr Ali, for nil consideration and at a combined value of £1.4 million, in 2020. The First Respondent acted for both the transferor and the transferee in respect of this subsequent transfer. Gelbergs’ client files contained no documentation or correspondence containing instructions relating to the sale to a Maurice Slater. There was no agreement for sale on file and no KYC documentation or nomination agreement confirming Maurice Slater’s identity or his status to act as a nominee. There could not be any such information as Maurice Slater did not exist. There was also no evidence on the file to show the payment of funds for the purchase. Neither HMLR nor HMRC were informed that the 2010 transfer was to a nominee or an alias of Mr Ali.

131 Grove Road

23.52 Gelbergs’ file contained the register of title dated 12 April 2011 indicating that the proprietor was Mr Taj and the price paid on 5 May 2006 was £250,000.

23.53 A TR1 dated 27 April 2010 transferring the property into the name of Maurice Slater for a stated price of £400,000.

23.54 The register of title dated 26 May 2011 which showed the registered proprietor as Maurice Slater and the price paid of £400,000.

23.55 Form DS1 dated 18 May 2011 confirming cancellation of a charge over the property.

23.56 SDLT5, being the SDLT return in the name of Maurice Slater dated 27 April 2010.

23.57 The Applicant also obtained the following documents from HMLR:

- Form AP1 dated 24 May 2011 filed by Gelbergs to change the register to reflect the transfer to the name of Maurice Slater. Box 13 stated that Gelbergs acted for both the executors and for Maurice Slater.
- Form CN1 dated 11 April 2011 applying to cancel a notice relating to 131 and 135 Grove Road.

- TR1 dated 10 June 2020 relating to the transfer of both 131 and 133 Grove Road to Mr Ali stating that the transfer was not for money or money's worth. The transfer purported to be signed by Maurice Slater.
- Form AP1 dated 12 June 2020 sent by Graeme Taylor solicitors (the First Respondent's new firm) to change the register for both 131 and 133 Grove Road to reflect the transfer to Mr Ali. The price paid/value was stated to be £1,400,000. Box 13 stated that Graeme Taylor solicitors acted for both Mr Ali and Maurice Slater.
- A copy of the register of title dated 12 June 2020 showing Mr Ali as the registered proprietor and that the value for this property and 133 Grove Road was £1,400,000.

133 Grove Road

23.58 In relation to 133 Grove Road, Gelbergs' file contained:

- A copy of the register of title dated 26 November 2009 showing that Mr Taj was the registered proprietor and the value as of 2 August 2007 was £350,000.
- A TR1 dated 16 June 2010 transferring the property into the name of Maurice Slater for a consideration of £400,000.
- A copy of the register of title dated 1 June 2011 showing the registered proprietor as Maurice Slater and the price paid on 16 June 2010 of £400,000.

23.59 The Applicant obtained the following from HMLR:

- Form AP1 submitted by Gelbergs in respect of the transfer to Maurice Slater dated 31 May 2011. Box 13 of the form confirmed that Gelbergs acted for both the executors and Maurice Slater.
- The TR1 dated 10 June 2020 relating to the transfers of both 131 and 133 Grove Road to Mr Ali for no consideration.
- Form AP1 dated 12 June 2020 applying to transfer the title into the name of Mr Ali. Box 13 stated that the first Respondent acted for both Mr Ali and for Mr Slater.
- The register of title dated 12 June 2020 showing the registered proprietor as Mr Ali and the value stated at 12 June 2020 for 131 and 133 Grove Road was £1,400,000.

Explanation at interview

First Respondent

23.60 When he was interviewed by the Applicant on 14 April 2022, the First Respondent said that Maurice Slater was an alias used by Mr Ali. He dealt with the transfers of the properties to Mr Ali. He denied that the use of an alias was fraud and claimed it was done to protect the estate.

23.61 When asked why, if the transaction was done for the benefit of the beneficiaries, there was no agreement with the beneficiaries in writing: *“Again, in hindsight, yes, you’re correct. But it wasn’t something that occurred to me at the time.”*

Second Respondent

23.62 The Second Respondent was interviewed by the Applicant on 30 June 2022. He said he could not recall the transaction and could not say *“one way or the other”* whether he had been involved with the discharge of the mortgage or the transaction.

Property 9: 853 and 855 High Road E11

23.63 The properties were originally owned by a company, Raees International Ltd, a company incorporated in the Isle of Man. The sole shareholder of Raees was Mr Mohammed Sadiq, who acted as the deceased Mr Taj’s nominee. In 2012, the properties were purchased by Mr Ali, using an alias, Martin Lagoda, for a combined sum of £600,000. The First Respondent represented Raees International in the sale. The Second Respondent represented Mr Ali. In an email dated 23 February 2012 to Mr Ali, the Second Respondent confirmed the instructions to purchase 853 High Road E11 for £300,000. He confirmed that the First Respondent would represent Raees International and stated:

“I note that you wish to purchase the property using a nominee name: Martin Lagoda. In view of the fact that you are buying the property in a nominee name I will register an extra restriction at the Land Registry to protect your interest.”

23.64 The Second Respondent sent another email dated 23 February 2012 to Mr Ali in the same terms confirming the instructions to purchase 855 High Road and to use a nominee, Martin Lagoda. The First Respondent wrote to Francois Voyer on 23 February 2012 attaching the contract and transfer for the two properties. On 2 March 2012, the First Respondent wrote to Mr Voyer and the Second Respondent wrote to Mr Ali confirming that contracts had been exchanged and that completion was scheduled for 23 March 2012. The signed TR1 dated 23 March 2012 effected the sale of each property into the name of Martin Lagoda for £300,000. Also on 23 March, Gelbergs wrote to HMRC stating:

“We act on behalf of Mr Mohammed Safraz Ali [Mr Ali] who has recently purchased the above property. Mr Ali purchased the property from his own funds without using any finance. For personal reasons Mr Ali did not want to use his own name when buying the property and purchased it in a nominee name, Martin Lagoda. We have submitted the stamp duty Land Tax Application online showing the name of Martin Lagoda but the national insurance number and date of birth for Mr Ali...”

23.65 AP1s were submitted by Gelbergs to HMLR to give effect to the transfers to “Martin Lagoda”. These recorded in Box 13 that the First Respondent acted for the transferor, Raees International Ltd, and that the Second Respondent acted for Martin Lagoda. Applications (RX1s) dated 25 April 2012 were also submitted by Gelbergs to HMLR in the name of Martin Lagoda to enter a restriction on the title. On 28 January

2014, the First Respondent wrote to Nazma Taj attaching a copy of the contracts for the sale of the properties and confirmed that each had been sold for £300,000. He added:

“The purchaser of the property is an existing client of Gelbergs and my partner Russell Shapiro acted for the buyer while I acted on behalf of Raees.”

23.66 The email did not state that the transferee was, in fact, Mr Ali.

23.67 The Applicant obtained the following documents from HMLR:

- Register of title dated 13 August 2009 for 853 High Road E11 stating that the registered proprietor was Raees International Ltd and the price paid on 23 June 2005 was £310,000.
- Register of title dated 27 April 2012 for 853 High Road E11 stating that the registered proprietor was Martin Lagoda and that the price paid on 23 March 2012 was £300,000.
- Register of title dated 13 August 2009 for 855 High Road, E11 confirming the registered proprietor to be Raees International Limited and the price paid on 23 June 2005 was £350,000.
- Register of title dated 27 April 2012 for 855 High Road E11 stating that the registered proprietor was Martin Lagoda and that the price paid on 23 March 2012 was £300,000.
- Register of title for 853 High Road E11 dated 11 October 2019 showing Mr Ali as the registered proprietor and the value to be between £200,001 and £500,000.
- Register of title for 855 High Road E11 dated 11 October 2019 showing Mr Ali as the registered proprietor and the value to be between £200,001 and £500,000.

23.68 The properties were later transferred into Mr Ali’s name in October 2019. The First Respondent acted in those transfers. In an email dated 8 October 2019, the First Respondent sent the draft transfers (TR1s) to Mr Ali for signature. The TR1s were returned purportedly executed by Mr Lagoda and were dated 8 October 2019. The First Respondent had set up a new firm Graeme Taylor solicitors, for he had left Gelbergs and set up on his own account taking with him some clients, including Mr Ali. He then submitted AP1s to change the register on 11 October 2019. The AP1s confirmed that the First Respondent’s new firm represented both the transferor, Martin Lagoda, and the transferee, Mr Ali, in respect of the transactions and that the value of the properties was £200,001-£500,000.

23.69 On 15 and 16 October 2019, HMLR issued requisitions in respect of both properties. The requisition in respect of 853 High Road stated that the certificate given in compliance with the Form LL restriction was not acceptable as it had been signed generically on behalf of Gelbergs. The First Respondent was asked to supply a fresh certificate given by an individual who was a conveyancer. The requisition in respect of 855 High Road E11 stated:

“A fraud prevention restriction in the following terms is entered in the register;... No disposition of the registered estate is to be registered without a certificate signed by a conveyancer that the conveyancer is satisfied that the person who executed the document submitted for registration as disponent is the same person as the proprietor...Please therefore supply the appropriate certificate...”

23.70 On 16 October 2019, the First Respondent wrote and personally signed identical letters to HMLR, one in respect of each property stating: *I hereby certify that I am satisfied that the Transfer submitted for registration has been executed by the registered proprietor of the above numbered title.*

23.71 The Respondents were not asked about the transfer of these properties when they were interviewed as the information relating to them was only brought to the attention of the Applicant on 23 August 2022. The FIO wrote to Gelbergs on 14 September 2022 seeking information regarding the transactions. Mr Henry, senior partner of Gelbergs replied on 26 September 2022 confirming that he had received the First Respondent’s comments/responses stating the following:

- Gelbergs was not instructed by Mr Voyer but by Raees International Limited. Mr Voyer was their representative.
- Mr Lagoda was an alias used by Mr Ali. The property had an enforcement notice against it. Mr Ali had been advised by a councillor at Waltham Forest that the council *“had it in”* for the Taj family and it would be better for the property not to be in the name of Mr Ali.
- Both Mr Ali and Raees International Ltd were existing clients of Gelbergs and each was aware that Gelbergs was acting for the other in the transactions.
- The First Respondent did not know that Raees International Ltd was dissolved in 2009 and did not believe that to be the case. Gelbergs was always instructed that Raees International Ltd had nothing to do with Mr Taj. Shortly after Mr Taj’s death, ownership of Raees International Ltd was transferred to Mr Arshad Khan. Mr Voyer was employed by Mrs Nazma Taj and Arshad Khan and was the person Gelbergs received instructions from on behalf of Raees International Ltd.

Allegation 1 - That the First Respondent knowingly caused or allowed documents to be submitted to HM Land Registry (“HMLR”) in respect of the properties listed at Appendix 1, which contained inaccurate and misleading information.

HMLR Guidance

23.72 HMLR form TR1 is a legally binding document which transfers ownership of property. HMLR form AP1 is the form prescribed by HMLR to register the transfer of land. HMLR provides guidance for both forms. The forms TR1 and AP1 both contain the following warning:

“If...you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by so doing 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...

23.73 The introduction to the AP1 guidance states:

“HM Land Registry, professional conveyancers and mortgage lenders all have safeguards to minimise the risk of a fraud being successful and this includes checking the identity of clients and parties involved in transactions affecting property...

If, when there is a requirement to confirm identity or provide evidence of identity you dishonestly provide 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.”

23.74 The AP1 guidance goes on to state that, where the application is for the transfer of land, confirmation of the identity of the Transferor and Transferee is required. HMLR has issued Practice Guide 67 in relation to completing the AP1.

23.75 In each of the questioned transactions the First Respondent: Submitted, or caused to be submitted, to HMLR, TR1s and AP1s which contained false and misleading information in that the purported transferee was not a real person. As a result, HMLR and any party inspecting the Land Register would have been misled as to the true identity of the registered owner of the property.

23.76 In respect of the properties numbered 1, 3, 4, 5, 7 and 8 in Appendix 1, the First Respondent also submitted or caused to be submitted to HMLR, TR1s and AP1s in respect of the transfers to Mr Ali which contained false and misleading information in that the purported transferee was not a real person.

23.77 The First Respondent admitted that it was his idea to transfer the properties into fictitious names. He has asserted that this was done to protect the beneficiaries from enforcement notices issued by the council. There is no evidence to support this assertion. However, if it were true, the aim of using fictitious names was to deceive the council by concealing the true identity of the registered owner of the properties from the local authority.

23.78 In relation to the transactions numbered 3, 5 and 9 in Appendix 1, the First Respondent made further false and misleading representations to HMLR by certifying that he was satisfied that the person who executed the document submitted for registration as disponor was the same person as the proprietor when, in fact, the disponor was not a real person.

Breaches of the Principles and the Codes of Conduct

Lack of integrity

23.79 A solicitor acting with integrity would not have acted in this way. A solicitor acting with integrity would not register or cause to be registered properties in the names of

fictitious persons. If a client wished to purchase a property using a nominee, they would ensure that the nominee existed and that the arrangement was properly documented. A solicitor acting with integrity would not certify that the person executing a document was the same person as the proprietor when, to the solicitor's knowledge, the person signing the document was a fictitious person.

23.80 It was said that the First Respondent therefore acted without integrity.

Public trust and confidence

23.81 Public trust is damaged by solicitors who knowingly mislead third parties. In the circumstances of this case, the First Respondent misled HMLR and anyone inspecting the Land Register as to the identity of the transferee of the properties in Appendix 1. He also falsely certified the signatures of fictitious people. Such conduct damages public trust in both himself, and in the provision of legal services.

23.82 Therefore to the extent the conduct took place before 5 October 2011, his conduct breached rule 1.06 of the SRA Code of Conduct 2007.

23.83 To the extent the conduct took place from 5 October 2011 to 25 November 2019, his conduct breached Principle 6 of the SRA Principles 2011.

23.84 To the extent his conduct took place after 25 November 2019, his conduct breached Principle 2 of the SRA Principles 2019.

23.85 In relation to the transactions numbered 3, 5 and 9 in Appendix 1, the First Respondent made further false and misleading representations to HMLR by certifying that he was satisfied that the person who executed the document submitted for registration as disponent was the same person as the proprietor when, in fact, the disponent was not a real person.

23.86 In respect of the properties numbered 1, 3, 4, 5, 7 and 8 in Appendix 1, the First Respondent also submitted or caused to be submitted to HMLR, TR1s and AP1s in respect of the transfers to Mr Ali which contained false and misleading information in that the purported transferor was not a real person. HMLR and any party inspecting the Land Register was therefore misled.

23.87 To the extent the conduct took place from 25 November 2019, paragraph 1.4 of the SRA code of Conduct for Solicitors, RELs and RFLs was breached.

Dishonesty

23.88 The SRA relies upon the test for dishonesty stated by the Supreme Court in Ivey v Genting Casinos [2017] UKSC 67, as set out above, namely that the person has acted dishonestly by the ordinary standards of reasonable and honest people.

23.89 At the time when he acted in the transfer of the properties in Appendix 1, the First Respondent knew:

- That the transferee was, in the case of the properties numbered 1, 2, 7, 8 and 9 in Appendix 1, Mr Ali.
- That the transferee was, in the case of the properties numbered 3, 4 and 5 in Appendix 1, Mrs Ali.
- That the transferee named on the TR1s for properties 1 to 5 and 7 to 9 was not a real person.
- In the case of the property numbered 6 in Appendix 1, that he had no documentary or other evidence confirming that Frank Noble was a real person.

23.90 Despite this, and in respect of each property, the First Respondent:

- Submitted, or caused to be submitted AP1s and TR1s to HMLR in the name of the fictitious transferee named on the TR1.
- In respect of the properties numbered 1, 3, 4, 5, 7 and 8 in Appendix 1, submitted or caused to be submitted TR1s transferring the property to Mr Ali which were false and misleading in that they were purportedly executed by a non-existent person.
- In respect of the properties numbered 3, 5 and 9 in Appendix 1, made false and misleading representations to HMLR by certifying that he was satisfied that the person who executed the document submitted for registration as disponor was the same person as the proprietor when, in fact, the disponor was not a real person.

23.91 The explanation offered by the First Respondent was that there were enforcement notices against some of the properties is not supported by any evidence. However, even if it were true, this suggests that the intention was to conceal Mr Ali and Mrs Ali's ownership from the relevant local authority.

23.92 Ordinary, decent people would regard the First Respondent's conduct as dishonest.

23.93 In view of the First Respondent's refusal to attend before the Tribunal and present himself for cross-examination Ms Stevens requested that the Tribunal consider its discretion under Rule 33 SDPR 2029 to draw an adverse inference from his failure to do so. Ms Stevens informed the Tribunal that the First Respondent was on notice that this was an option open to the Tribunal in appropriate circumstances.

24. **First Respondent's Case**

24.1 The First Respondent did not attend the substantive hearing but submitted written submissions in which he accepted that by using aliases to hide the true name of the property owner from the HMLR that incorrect information was given to the HMLR. This was not done to make a gain for himself or anyone at Gelbergs or any other person but was to ensure that any planning application made to the local authority was dealt with fairly and to avoid the abuses of the planning system committed by Mr Taj becoming a reason for future applications by a member of the Taj family being rejected. The Executors tried to deal with such matters as best as they could, but it became clear

that the local authority was intent on punishing the estate for the planning misdemeanours of Mr Taj.

- 24.2 There was never any intention to act dishonestly to HMLR as on each occasion an alias was used, and the correct information was given to the Inland Revenue.
- 24.3 The decision to use aliases was made following discussions with AS who was a Local Government councillor with the London Borough of Waltham Forest who sat on its planning committee and was a planning consultant. AS advised that any application for planning to remedy the breaches caused by Mr Taj would be adversely dealt with if made by a member of the Taj family. The use of an alias was always done with the full knowledge of the executors and the beneficiaries. By the time the properties were put into the name of Mr Ali, the planning position had been rectified so there was no longer any need for the use of the alias.
- 24.4 The First Respondent said he was unaware of the warnings on the HMLR application forms as he had not personally dealt with such forms since he was an articled clerk in 1984. Ever since, any such applications were dealt with by his secretary or assistant, or by the residential conveyancing department headed by the Second Respondent.
- 24.5 He retired from practice in 2022 due to very serious ill health and he said, *“with this in mind and on the basis that I accept that the Land Registry were deliberately misled by me, albeit with the best interests of my clients in mind, I accept that my removal from the Roll is the appropriate sanction.”*
- 24.6 That said the First Respondent rejected *“more sinister motives to the decision to use aliases following the information received from AS.”*
- 24.7 The transfer of the properties from the alias name to Mr Ali was merely a paper exercise to show the correct owner so there was no consideration. The subsequent transfer referred to was simply to reflect the correct name of the owner of the property. Both ‘parties’ to the transaction were the same person so there was no need to involve any other solicitor. As it was accepted that Maurice Slater was an alias for Mr Ali the First Respondent submitted that there was no need to obtain identification documentation.
- 24.8 The use of the alias was openly disclosed to the authorities and if there had been dishonest intent the First Respondent asked why they would so openly disclose this to the HMRC and it was clear that neither he nor the Second Respondent considered they were doing anything dishonest or underhand, save that it is accepted the true ownership was hidden from the local authority to avoid their clients being unfairly discriminated against. There was no deception or attempt to mislead.
- 24.9 The First Respondent said that he had very few meetings with Mr Khan throughout the administration process as he relied on Mr Voyer to liaise with the First Respondent and to deal with the estate issues. The fact that Mr Voyer wanted to purchase the property in the name of his associate was well documented and was not hidden in any way.
- 24.10 Gelbergs received clear instructions that Mr Ali was owed money by the deceased, and this had been verified by Mr Voyer in his statement. There was no reason to doubt the instructions received especially as the position was confirmed by the widow and the

eldest daughter of the deceased. It was common practice for members of the Taj family to loan each other money with no written records being kept. This practice had been ongoing ever since Gelbergs first acted for Mr Taj in 1982. There was never any written agreement between family members and the First Respondent accepted that in hindsight it would have been better to have confirmed matters in writing to the beneficiaries.

- 24.11 He could not be blamed if Gelbergs had lost financial records.
- 24.12 The allegation painted an incomplete picture. The properties were transferred to an alias but always for full and proper consideration. The reason for the difference between the probate value and the amount paid was not referred to in the Application, giving the impression that the price paid was less than market value. Mr Taj died in September 2007. Shortly after his death, in the second quarter of 2008, there was a major property recession caused by the banking crisis. This was referred to as the Great Recession such was the effect on the economy and house prices. The fact that the properties were sold for just a reduction of 18% from the original valuation was testament to the fact that full value was obtained for the properties when taking into account all relevant circumstances.
- 24.13 Save that fictitious names were used; the First Respondent did not accept that any further rules of conduct were breached in connection with the conveyancing process or at all.
- 24.14 He disputed aspects of the Second Respondent's account and stated that the statement of Sheldon Henry was speculative and misleading.
- 24.15 The First Respondent noted that Mr Henry had said that he could see no reason why the Second Respondent would include Natasha's reference on documents produced by him. However, Mr Henry had no involvement with the running of either the First or Second Respondent's department and he would have been unaware of the way in which files were handled. Mr Henry would have been fully aware of the general dissatisfaction the Second Respondent, and the office in general had with his secretary, Karen. The First Respondent stated that the Second Respondent's typing was always substantially behind as he said that Karen was very slow and refused to work any overtime.
- 24.16 As a result, it was quite common for the First Respondent's assistant, Natasha to help with the Second Respondent's work, particularly with regard to Land Registry applications. Accordingly, it would be no surprise to see Natasha's reference of 'N' on a Land Registry application made on a file run by the Second Respondent.
- 24.17 With regard to the Second Respondent's account, the First Respondent rejected the implication of his comments that he, the First Respondent, 'somehow brainwashed' him before he initially spoke to the SRA. The reality was that the First and Second Respondents' departments worked very closely on certain files, especially with regard to the conveyancing of properties in connection with the Taj estate. It may have been as a result of this those references became confused if Natasha was typing up a letter for the Second Respondent.

25. The Applicant's Case - Allegation 2

Between around 27 April 2010 and 30 March 2012, the Second Respondent knowingly caused or allowed documents to be submitted to HM Land Registry ("HMLR") in respect of the properties numbered 1 to 8 listed at Appendix 1 which contained inaccurate and misleading information

- 25.1 In the transactions listed in Appendix 1, the Second Respondent submitted, or caused to be submitted, to HMLR, TR1s and AP1s which contained false and misleading information in that the purported transferee was not a real person.
- 25.2 As a result, HMLR and any party inspecting the Land Register would have been misled as to the true identity of the registered owner of the property.

Breaches of the Principles and the Codes of Conduct

Lack of integrity

- 25.3 A solicitor acting with integrity would not have acted in this way. A solicitor acting with integrity would not register or cause to be registered properties in the names of fictitious persons. If a client wished to purchase a property using a nominee, they would ensure that the nominee existed and that the arrangement was properly documented.
- 25.4 The Second Respondent therefore acted without integrity.

Public trust and confidence

- 25.5 Public trust is damaged by solicitors who knowingly mislead third parties. In the circumstances of this case, the Second Respondent misled HMLR and any party inspecting the Land Register as to the true identity of the registered owner of the properties in Appendix 1. Such conduct damages public trust in both himself, and in the provision of legal services.

Dishonesty

- 25.6 The Applicant relies upon the test for dishonesty stated by the Supreme Court in *Ivey*. At the time when he acted in the transfer of the properties in Appendix 1, the Second Respondent knew:
- That the transferee was, in the case of the properties numbered 1, 2, 7, 8 and 9 in Appendix 1, Mr Ali; that the transferee was, in the case of the properties numbered 3, 4 and 5 in Appendix 1, Mrs Ali.
 - That the transferee named on the TR1 was not a real person.
- 25.7 Despite this, and in respect of each property, the Second Respondent:
- Submitted, or caused to be submitted TR1s to HMLR in the name of the fictitious transferee named on the TR1.

- Submitted or caused to be submitted AP1s to HMLR in the name of the fictitious transferee named on the TR1.
- 25.8 The explanation offered by the Second Respondent, that there were enforcement notices against some of the properties, is not supported by any evidence. However, even if it were true, this suggests that the intention was to conceal Mr Ali and Mrs Ali's ownership from the relevant local authority.
- 25.9 Ordinary, decent people would regard the Second Respondent's conduct as dishonest.
26. **Second Respondent's Case**
- 26.1 The Second Respondent denied the allegations and gave his full account in evidence.
- 26.2 In his closing speech Mr Irving reminded the Tribunal that the burden of proving its case rested solely on the Applicant and that the Second Respondent was not obliged to prove anything. The Applicant's case was made by it with respect to 8 properties only and not 9, as alleged against the First Respondent.
- 26.3 In this regard the Applicant's documentary evidence (it had chosen to call no live witness evidence) did not support the contention that the Second Respondent had been involved in the creation of the documents, by example he referred the Tribunal to the use of the informal names 'Zac' and 'Saf' which the Second Respondent said he would have never used. Further, save for one there were no documents in the bundle which on the face of it were emails from the Second Respondent's email address. They were in fact letters. It would have been a simple matter for the First Respondent to have had his assistant create the correspondence using the Second Respondent's reference without the latter's knowledge or authorisation.
- 26.4 This had been a plan carried out by the First Respondent alone, and it had not been an entirely competent one as on at least one occasion he had slipped up and he had not removed his own email address from the foot of a letter which bore the Second Respondent's reference; other such letters had had the Second Respondent's email address at the foot of the letter.
- 26.5 The Tribunal had heard from two credible witnesses, Mr Henry and Mr Zaydner, who said that contrary to Ms Steven's suggestion that there had been no 'rhyme or reason' to the system of references on correspondence there had been a clear and consistent system from which they had not known the Second Respondent to depart and both had shown surprise and confusion as to why the references were so mixed in the correspondence relating to the First Respondent's clients. Further, both witnesses had disagreed with the First Respondent's assertion that Karen, the Second Respondent's assistant, had been anything other than efficient and hardworking. There had been no persuasive evidence produced by the Applicant to explain why Natasha would have been sending letters/documents allegedly prepared by the Second Respondent. Such confusion there was, was more likely due to 'deliberate action.'
- 26.6 Mr Irving, noted that there was no expert handwriting analysis in this case, however, he invited the Tribunal to consider the obvious differences between known examples

of the Second Respondent's signature and a signature purportedly that of the Second Respondent on a document which the Second Respondent disputed he had signed.

26.7 Mr Irving asked the Tribunal to accept the Second Respondent's evidence on the basis that hitherto he had not been able to consider all the material in sufficient depth to discern the pattern of deceit created by the First Respondent, a fellow partner and someone the Second Respondent had had no reason to doubt.

26.8 As the First Respondent was accused of dishonesty, Mr Irving said that it would be a position, contrary to logic, for the Applicant to seek to rely on the veracity of his written account in stating that the Second Respondent was a knowing participant, particularly in circumstances where the First Respondent had not attended to be cross-examined and the Applicant was asking for an adverse inference to be drawn with respect to his evidence. The Tribunal should therefore be wary in using the First Respondent's account against the Second Respondent.

27. **The Tribunal's Findings**

27.1 The Tribunal had due regard to The Respondents' rights to a fair trial and to respect for their private and family life under, respectively, Articles 6 and 8 of the ECHR.

27.2 The Tribunal applied the civil standard of proof, as it was required to do. The burden of proof lay entirely with the Applicant. The Tribunal carefully considered the evidence it had heard and read. The Tribunal also noted there is no 'sliding scale' with respect to the standard of proof and the balance of probabilities always meant '*more likely than not.*'

27.3 Neither Respondent was bound to prove that they did not commit the alleged acts and that great care must be taken to avoid an assumption (without sufficient evidence) of any deliberate failure or act on their part.

27.4 The Tribunal carefully considered the evidence it had heard and read, and it observed that its task in determining the allegations was made more difficult in circumstances where the First Respondent had not made himself available to be cross-examined.

27.5 The Tribunal noted that under rule 33 of the SDPR 2019 where, as in this case, a Respondent had failed to send or serve an Answer in accordance with a direction under rule 20(2)(b) or failed to give evidence at a substantive hearing or submit himself to cross-examination the Tribunal was entitled to take into account the position that the Respondent had chosen to adopt and to draw such adverse inferences from his failure as the Tribunal considered appropriate.

27.6 The Tribunal did not find it necessary to draw an adverse inference against the First Respondent by reason of his non-attendance at the hearing, being able to make findings of fact upon the evidence provided by the Applicant, and that of the Second Respondent.

27.7 The Tribunal made the following findings of fact:

- 27.7.1 The First Respondent directed his assistant (Natasha) to arrange documentation to put properties, as set out in Appendix 1, into false names.
- 27.7.2 The First Respondent admitted that he acted as alleged, accepting lack of integrity, and he accepted that HMLR was deliberately misled, while denying dishonesty.
- 27.7.3 The Second Respondent said that he knew nothing about this. The Tribunal looked very carefully at all the evidence. It noted that the First Respondent left Gelbergs on 30 March 2018, and set up his own firm with effect from 1 May 2018. The Second Respondent said that the First Respondent had taken many clients with him, and there was clear evidence that the Taj family and those connected with it had moved their affairs to the First Respondent's new firm.
- 27.7.4 The Second Respondent's interview on 30 June 2022 contained some statements that did not assist him. That would not be enough to find the case proved. However, on 17 August 2023 he wrote a letter to the SRA having received full documentation about a month before, setting out his position. This letter clearly stated that the First Respondent had spoken with him about this, and that he, the Second Respondent, knew all about the fact that the properties were to be put into false names. These were not nominees, but fictitious names.
- 27.7.5 That letter said that he, Second Respondent, had prepared the documentation. It was clear from that letter that the reason for this was to try to show that there was more than one conveyancer involved.
- 27.7.6 This letter was sent over 4 years after the First Respondent had left the firm, taking clients with him. There was no reason for the Second Respondent to say what he had said in the letter in order to cover for the First Respondent or the firm. The First Respondent was not part of the firm and had not been for 4 years. Had it been the case that the Second Respondent's defence was as he now, latterly stated, he could have set that out in the letter. Nothing had changed after that letter so far as the case against the Second Respondent was concerned. When he wrote the letter, he knew everything of significance that he knew when giving his evidence before the Tribunal.
- 27.7.7 On 12 July 2024 the First Respondent filed his document admitting much of what was alleged against him.
- 27.7.8 The Second Respondent then changed his position completely by a further statement dated 23 July 2024, almost a year later. He said that the references meant that he was not involved and knew nothing about it. He was, the Tribunal found on the balance of probabilities, not involved in the documentation. Natasha Brand was the person doing all the work, such as it was. She ran two files, one with documents with reference T/N for the transferor and one with the reference Z/N for the transferee.

- 27.7.9 No emails had been produced, and the evidence was that the Taj family did little in writing. There was no evidence that, on the balance of probabilities, any emails were sent to the clients, save one. That was from Natasha Brand's email account, giving the Second Respondent's name as acting and with the reference Z/N.
- 27.7.10 This is why the documents had the references T/N and Z/N as Ms Brand ran two files, one for the transferor (T/N) and one for the transferee (Z/N).
- 27.7.11 Nothing in the case presented by the Second Respondent gave the Tribunal any cause to doubt the clear statement made by him in his letter of 17 August 2023 that the First Respondent discussed with him the using of aliases as alleged, so that he acquiesced in the First Respondent's actions.
- 27.7.12 Accordingly, the Second Respondent knew what was being done by the First Respondent and his assistant, and so allowed documents to be submitted to the Land Registry which he knew to be misleading.
- 27.7.13 In his oral evidence to the Tribunal Second Respondent accepted that to use an alias was wrong and that he knew that in 2010. His case was that he did not know what was occurring by referring to the references on the documents. The Tribunal did not accept that, for the admission was clear in the letter of 17 August 2023 and there was no reason to think it was made in error, to try to protect the firm, because of deception by the First Respondent or for any other reason.
- 27.7.14 The registers of title are state guaranteed documents open to public inspection. It is self-evident that for a solicitor to put false names on the register lacks integrity and diminishes public confidence in the profession.
- 27.7.15 The well-informed member of the public would consider this to be dishonest, whatever the motivation may have been.
- 27.8 Accordingly, the Tribunal found all the allegations against both Respondents proved as charged, and to have involved dishonesty.
- 27.9 In summary the Tribunal found on the balance of probabilities:
- 27.9.1 Allegation 1 proved in full against the First Respondent, including dishonesty, lack of integrity and breaching public trust and confidence in the profession as set out in their various iterations in 1.1; 1.2 and 1.3.
- 27.9.2 Allegation 2 proved in full against the Second Respondent, including dishonesty, lack of integrity and breaching public trust and confidence in the profession as set out in their various iterations in 2.1 and 2.2.

Previous Disciplinary Matters

28. There were no previous disciplinary matters recorded against either the First or Second Respondent.

Mitigation

29. The First Respondent presented no mitigation.
30. Mr Irving said that the Second Respondent accepted the Tribunal's findings. He pointed to the Second Respondent's previously unblemished record but conceded on his client's behalf that given there had been a finding of dishonesty a strike off was the most likely outcome absent exceptional circumstances, which he did not seek to advance.

Sanction

Applicant's Submissions on Sanction

31. Ms Stevens asked for permission to be heard on sanction.
32. The application was refused by the Tribunal on the basis that it would not be assisted by such submissions. The Tribunal was an expert Tribunal and competent to consider sanction in its usual way.

The First and Second Respondents were considered together, given the similar factual findings and breaches of the relevant Principles and rules.

The Tribunal's Decision

33. The Tribunal first had regard to the observation of Sir Thomas Bingham MR (as he then was) in Bolton v Law Society [1994] 1 WLR 512 that the fundamental purpose of sanctions against solicitors was:

“to maintain the reputation of the solicitors' profession as one in which every member, of whatever standing, may be trusted to the ends of the earth”.

34. The Tribunal next considered the Guidance Note on Sanction (10th Edition June 2022) (“the Sanctions Guidance”). In doing so the Tribunal assessed the culpability and harm identified together with the aggravating and mitigating factors that existed.
35. In assessing culpability, the Tribunal found that the motivation for the First and Second Respondent was to please and retain their clients and to avoid any difficulties with the local authority.
36. Their actions were not spontaneous, on the contrary, they had pursued a considered, calculated and common path of conduct and they had had direct control and responsibility for the circumstances giving rise to their misconduct.
37. They were both partners of long standing in the firm and both were experienced enough to understand the nature of their misconduct and the consequences which flowed from them. They had knowingly provided, or acquiesced in the provision of, false information to the Land Registry.

38. Overall, the Tribunal assessed their individual and collective culpability as very high, though it was to be noted that it was more likely than not that the leading figure in the enterprise had been the First Respondent.
39. The Tribunal next considered the issue of harm. Potentially this had been very high as by their actions they had compromised the fidelity of records held by HMLR which are records available for public inspection and upon which the public places great weight.
40. The consequential damage to the reputation of the profession by their misconduct was significant as the public would trust solicitors to be scrupulous in their dealings with a government department whose responsibility it is to ensure that all land records, at all times, remain accurate.
41. The Respondents' conduct individually and collectively was a significant departure from the complete integrity, probity and trustworthiness expected of solicitors and the extent of the harm was reasonably and entirely foreseeable by them.
42. The Tribunal assessed the harm caused as very high.
43. The Tribunal then considered aggravating factors. The Tribunal, in its finding of fact, had found that both Respondents had acted dishonestly. Their actions had been deliberate and calculated to circumvent rules designed to protect the public.
44. The Tribunal considered there were no mitigating factors save that neither Respondent had previous disciplinary findings recorded against them. However, there was no evidence of any genuine insight, though the First and Second Respondent had made some admissions albeit the Second Respondent later resiled from the admissions. The Tribunal found it a matter of regret that the Second Respondent had allowed the First Respondent to act as he did, when he, the Second Respondent gained nothing from doing so (other than that fees were earned in which he shared).
45. In all the circumstances of this case the Tribunal considered the seriousness of the misconduct to be extremely high given the Tribunal's findings of dishonesty. In addition, the Respondents' conduct had been found to have lacked integrity and they had failed to uphold public trust in the provision of legal services.
46. The Tribunal considered that to make No Order, or to order a Reprimand, a Fine or Suspension (either fixed term or indefinite) would not be sufficient to mark the seriousness of the conduct in this case for the reasons set out above.
47. In the Judgment of the Divisional Court in SRA v Sharma [2010] EWHC 2022 (Admin) it had been held that:

“save in exceptional circumstances, a finding of dishonesty will lead to the solicitor being struck off the roll.... that is the normal and necessary penalty in cases of dishonesty... There will be a small residual category where striking off will be a disproportionate sentence in all the circumstances... In deciding whether or not a particular case falls into that category, relevant factors will include the nature, scope and extent of the dishonesty itself; whether it was

momentary... or over a lengthy period of time ...whether it was a benefit to the solicitor, and whether it had an adverse effect on others.”

48. In SRA v James, MacGregor and Naylor it was said that exceptional circumstances must relate in some way to the dishonesty and that as a matter of principle nothing was to be excluded as being relevant to the evaluation, which could include personal mitigation.
49. Whilst the Tribunal had not been addressed on the question of exceptional circumstances it did consider whether any were applicable in this case. In evaluating whether there were exceptional circumstances justifying a lesser sanction in this case the focus of the Tribunal was on the nature and extent of the dishonesty and degree of culpability and then to engage in a balancing exercise as part of that evaluation between those critical questions on the one hand and matters such as personal mitigation and health issues on the other.
50. In this case neither the First Respondent nor the Second Respondent had presented any personal mitigation to which the Tribunal could give any consideration and there was nothing before the Tribunal to allow it to conclude that they had not known the difference between honesty and dishonesty. The Tribunal observed that this had not been a fleeting or momentary lapse of judgment, but it had been repeated misconduct involving dishonesty involving the submission to HMLR of documents which on their face were false and misleading.
51. The Tribunal therefore could find no exceptional circumstances within the meaning of *Sharma* and *James* in the First or Second Respondent’s case both of whom had been dishonest, and their misconduct could only be viewed as extremely serious. This, together with the need to protect the reputation of the legal profession, required that Strike Off from the Roll was the only appropriate sanction for each Respondent.

Costs

52. Ms Stevens applied for the Applicant’s costs.
53. Ms Stevens said the quantum of costs claimed by the Applicant was in the sum of £77,651.64.
54. The proceedings had been correctly brought by the Applicant and it was right that it should recover its costs in doing so. The hours claimed by the Applicant were not excessive and were reasonable and proportionate in the circumstances of the case of this nature in which dishonesty had been the central feature and the Applicant had proved its entire case to the Tribunal’s satisfaction. The Applicant was entitled to its costs save for a reduction to mark that the case had not taken a full 4 days as previously anticipated, so there could be some reduction in the costs claimed to £76,433.64.
55. Mr Irving referred the Tribunal to the Second Respondent’s Statement of Means and informed the Tribunal that his client supported, financially and in other ways, one disabled dependant.

56. The First Respondent also submitted a Statement of Means and a document which made reference to his health and current circumstances.

The Tribunal's Decision on Costs

57. The Tribunal considered that it was able to summarily assess costs.
58. The Tribunal noted that under Rule 43 (1) of The Solicitors (Disciplinary Proceedings) Rules 2019 it has the power to make such order as to costs as it thinks fit, including the payment by any party of costs or a contribution towards costs of such amount (if any) as the Tribunal may consider reasonable. Such costs are those arising from or ancillary to proceedings before the Tribunal.
59. By Rule 43(4), the Tribunal must first decide *whether* to make an order for costs and when deciding whether to make an order, against which party, and for what amount, the Tribunal must consider all relevant matters such as:
- The parties' conduct.
 - Were directions/ deadlines complied with?
 - Was the time spent proportionate and reasonable?
 - Are the rates and disbursements proportionate and reasonable?
 - The paying party's means.
60. The Tribunal found the case had been properly brought by the Applicant as it had raised serious issues of public importance regarding the knowing use by members of the profession of aliases and fictitious identities when submitting documents to a government registry which would denude the accuracy of records held by the registry. The Respondents' actions had been found to be dishonest.
61. The public would expect the Applicant to have prepared its case with requisite thoroughness and, in this regard, it had properly discharged its duty to the public and the Tribunal.
62. The Tribunal noted the following factors:
- The substantive hearing had taken less time than anticipated.
 - The First Respondent had not attended the hearing to be cross-examined on his account.
 - This had been a relatively complex case to investigate.
 - All parties appeared to have followed the directions set by the Tribunal.

- Neither Respondent was impecunious or without access to funds from which they could draw.
63. The Tribunal adopted a ‘broad brush’ approach to the costs and looked at matters in the round.
64. The Tribunal found that the costs claimed by the Applicant were largely reasonable and proportionate but that there should be a reduction to a round figure of £70,000 to enable a more straightforward and easily understandable split between the Respondents. Whilst both had been found to be dishonest neither had made any admissions to this effect which, if they had done, would have reduced the time and costs. Be that as it may, it was right that the First Respondent, as the instigator and guiding hand of the dishonest enterprise, should be required to pay the larger burden of the costs. This was not to be viewed as an additional punishment but a reflection of the extent of the roles each Respondent played.
65. The Tribunal therefore ordered the First Respondent to pay £60,000 towards the Applicant’s costs and the Second Respondent to pay £10,000, severally.

Statement of Full Orders

First Respondent

66. The Tribunal ORDERED that the Respondent, GRAEME HENRY TAYLOR 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 £60,000.00.

Second Respondent

67. The Tribunal ORDERED that the Respondent, RUSSELL HARVEY SHAPIRO 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 £10,000.00

Dated this 29th day of November 2024

On behalf of the Tribunal

R. Nicholas

Mr R Nicholas
Chair

JUDGMENT FILED WITH THE LAW SOCIETY
2 DECEMBER 2024