

SOLICITORS DISCIPLINARY TRIBUNAL

IN THE MATTER OF THE SOLICITORS ACT 1974

Case No. 12641-2024

BETWEEN:

SOLICITORS REGULATION AUTHORITY LTD.

Applicant

and

ROBIN EDWARD STUBBINGS

Respondent

Before:

Mr P Lewis (in the chair)

Mrs L Boyce

Mr B Walsh

Date of Hearing: 13 February 2025

Appearances

Inderjit Johal, counsel in the employ of the Solicitors Regulation Authority Ltd, The Cube, 199 Wharfside Street, Birmingham B1 1RN for the Applicant.

The Respondent did not attend and was not represented.

JUDGMENT

Allegations

1. The allegation made against Mr Stubbings made by the Solicitors Regulation Authority Limited (“SRA”) were that whilst practising as a solicitor, COLP and COFA of CC Bell & Son, he:
 - 1.1 Between October 2021 and January 2023 in relation to a conveyancing transaction, failed to perform undertakings which he had given as the solicitor for the sellers in correspondence with the buyers’ solicitors, in breach of all or any of the following: Rule 1.3 of the Code of Conduct for Solicitors, RELs and RFLs 2019 (“the Code”) and Principle 2 SRA Principles 2019 (“the Principles”).
 - 1.2 Between September 2022 and February 2024, failed to co-operate with an investigation by the SRA in breach of all or any of the following: Rule 7.3 and 7.4 of the Code and Principle 2 of the Principles.

Executive Summary

2. Mr Stubbings did not attend the hearing. The Tribunal found that his non-attendance was voluntary and granted the Applicant’s application to proceed in his absence. The Tribunal found the allegations against Mr Stubbings proved. The Tribunal’s reasons can be accessed here:
 - [Allegation 1.1](#)
 - [Allegation 1.2](#)
3. Having found the matters proved, the Tribunal determined that the appropriate sanction was a financial penalty in the sum of £17,500 together with restrictions on Mr Stubbings practice. The Tribunal’s reasoning on sanction can be accessed here:
 - [Sanction](#)

Preliminary Matter

4. Mr Johal applied to proceed in Mr Stubbings absence pursuant to Rule 36 of the Solicitors (Disciplinary Proceedings) Rules 2019 (“the SDPR”) which stated:

“If a party fails to attend and is not represented at the hearing and the Tribunal is satisfied that notice of the hearing was served on the party in accordance with these Rules, the Tribunal may hear and determine any application and make findings, hand down sanctions, order the payment of costs and make orders as it considers appropriate notwithstanding that the party failed to attend and is not represented at the hearing.”
5. Mr Johal submitted that it was clear that service had been effected in accordance with Rule 44 of the SDPR. Mr Stubbings was aware of the proceedings having applied for an extension time within which to serve his Answer. Further, in a letter to the Applicant dated 11 February 2025, Mr Stubbings stated:

“I write following our telephone conversation of yesterday. As explained to you, I shall have some difficulty in attending in person on Thursday as [medical condition detailed] This makes things rather difficult when travelling alone and particularly so in unfamiliar places ... Certainly my non-attendance should not be taken as showing disrespect for the Tribunal.”

6. Following receipt of that letter, the Applicant spoke to Mr Stubbings on 12 February 2025 and sent an email confirming the matters discussed which stated:

“Thank you for your telephone call at 3:25pm this afternoon, in response to my earlier telephone message following receipt of your earlier letter. I confirmed that we were seeking final confirmation of your position as the hearing is listed to take place tomorrow. I write to confirm that in our call you confirmed that:

- *You would not be physically attending the hearing tomorrow, for reasons set out in your letter. You would like to rely on the letters and documents you have set out, including your most recent letter.*
- *You noted that the possibility of a hearing on ‘Zoom’ had been raised before [When I mentioned that some time ago we had raised the possibility of a hearing on ‘Zoom’], including in our previous conversation, but said that you did not think you had anything further to add and did not see the need for a Zoom hearing.*
- *You were happy for the hearing to proceed on the papers, but could be contacted on your office telephone number ... if any parties considered it necessary. You stated that you may have some meetings tomorrow, but that you could be interrupted if necessary.*
- *If you consider any of the above to be inaccurate, please let me know by email before 10am tomorrow.”*

7. Mr Johal submitted that in the circumstances, it was appropriate to proceed in Mr Stubbings absence.

8. The Tribunal determined that Mr Stubbings had been properly served with the proceedings and notice of this hearing. He had stated that he would not attend the hearing and that he was content for the matter to proceed on the papers. The Tribunal had regard to the principles in R v Hayward, Jones and Purvis [2001] QB and GMC v Adeogba [2016] EWCA Civ 162. The Tribunal was satisfied that in this instance Mr Stubbings had chosen voluntarily to absent himself from the hearing. It was in the public interest and in the interests of justice that this case should be heard and determined as promptly as possible. There was nothing to indicate that Mr Stubbings would attend or engage with the proceedings if the case were adjourned. In the light of these circumstances, it was just to proceed with the case, notwithstanding Mr Stubbings absence.

Factual Background

9. Mr Stubbings, who was born in 1948, was admitted as a solicitor in October 1975. At all material times, he was the owner of CC Bell & Son (“the Firm”) and practised at the firm as a solicitor, COLP, COFA, MLRO and MLCO. He held a current unconditional practising certificate.
10. On 9 August 2022, the Applicant received a report from Crofts Solicitors (“Crofts”) that Mr Stubbings had breached an undertaking during the course of a conveyancing transaction in which they were acting for clients in the purchase of Property A. Mr Stubbings was acting for the sellers in the transaction.
11. In its report, Crofts detailed a restriction on the title of Property A which required removing before their clients could register their interest as owners and before they could register their mortgagor’s charge against Property A.
12. In the report Crofts also detailed the efforts made to contact Mr Stubbings in order for him to send the relevant forms. As a result of non-receipt of the necessary documentation, Crofts client’s application (for registration at Her Majesty’s Land Registry “HMLR”) had been rejected and whilst it had been resubmitted, the Land Registry fees had increased resulting in financial losses to the firm as well as considerable time spent chasing. Further, they had been unable to fulfil their obligations to the lender to register their charge and to the purchaser (to register them as owners).
13. The Applicant raised Croft’s complaint with Mr Stubbings in September 2022. Mr Stubbings subsequently provided Crofts with incorrectly completed forms in November 2022. In January 2023, following further engagement by the Applicant, Mr Stubbings finally provided Crofts with the forms that they required to remove the restriction and register their client’s ownership and the lender’s charge.

Findings of Fact and Law

14. 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 Mr Stubbings rights to a fair trial and to respect for his private and family life under Articles 6 and 8 of the European Convention for the Protection of Human Rights and Fundamental Freedoms.
15. **Allegation 1.1- Between October 2021 and January 2023 in relation to a conveyancing transaction, failed to perform undertakings which he had given as the solicitor for the sellers in correspondence with the buyers’ solicitors, in breach of all or any of the following: Rule 1.3 of the Code and Principle 2 of the Principles 2019.**

The Applicant’s Case

- 15.1 Mr Stubbings was instructed to sell Property A following the death JBB. Property A was registered in the names of JBB and three of her children due to a declaration of trust made by the family on 1 October 2017.

15.2 The declaration of trust appeared to have led to a restriction being registered in the proprietorship register in the title of Property A on 14 November 2017. Mr Stubbings was aware that the restriction needed to be cancelled following completion. Correspondence in July 2021 evidencing the undertaking

15.3 In a letter from Crofts to the Firm dated 1 July 2021, sent under Mr Stubbings reference, Crofts stated at Point 7

“We note the sellers are all Trustees of the B Family Trust. In regards to the Form A restriction at B:3 it is our experience that the Land Registry are becoming more particular in the removal of such restrictions. Please provide an RX3 and ST5 upon completion to ensure the restrictions are removed. Alternatively, we will require your undertaking to deal with any requisitions in this regard.”

15.4 In answer to Point 7, the Firm said to its reply to Point 6 which stated: *“We intend to forward on completion a completed RX3.”*

15.5 In its letter dated 8 July 2021, Crofts required confirmation in respect of the Firm’s answers to Points 6 and 7:

“We note your comment that you intend to provide an RX3 on completion, we will however require your categoric confirmation that a correctly completed, and signed, RX3 will be handed over with the Transfer and supporting documents upon completion ... We note your comments; in order to remove this restriction, the Land Registry require an RX3 and ST5, please confirm you will provide these correctly completed, and signed, with the transfer and supporting documentation upon completion.”

15.6 In a letter dated 20 July 2021, the Firm replied as follows:

*“6. We repeat that the completed form RX3 will be supplied on completion”
7. See 6 and we shall also supply a completed ST5”*

15.7 Both Crofts and Mr Stubbings on behalf of the Firm agreed that they would adhere to the Law Society’s code of completion in respect of the conveyancing transaction. Mr Stubbings completed and sent to Crofts the Law Society completion information and undertakings form TA13 on 06 July.

15.8 At paragraph 3.2 of form TA13, Mr Stubbings confirmed that he wished to complete through the post in accordance with the Law Society’s Code for completion by Post 2019 (“the Completion Code) and undertook to adopt the Completion Code.

15.9 Paragraph nine of the Completion Code stated: *“The buyers’ solicitor may send the seller’s solicitor instructions as to any other matters required by the buyer’s solicitor which may include...(v) consents, certificates or any other authorities that may be required to deal with any restrictions on any Land Registry title to the property”*

- 15.10 Paragraph 12 of the Completion Code stated: *“On completion the seller’s solicitor undertakes (i) to comply with any agreed completion arrangements and any reasonable instructions given under paragraph 9”*
- 15.11 Paragraph 13 of the Completion Code stated: *“The seller’s solicitor undertakes... (iii) as soon as possible after completion and in any event by the end of the working day following completion to send...at the risk of the buyer’s solicitor the items specified under paragraph 9 to the buyer’s solicitor by first class post or document exchange”*
- 15.12 The sale completed on 19 October 2021, however Mr Stubbings failed to supply Crofts with forms RX3 and ST5 on that date. In correspondence Mr Stubbings explained that he archived his client file and overlooked providing the required documentation.
- 15.13 On 2 March 2022 Crofts received a requisition from HMLR containing various requisitions including a request that they comply with the terms of the restriction. The requisition set out information in respect of the restriction. It stated (amongst other things):
- “Please note that if the restriction requires consent, it must consent to the registration of the disposition and not simply to the disposal. The consent or certificate you lodge must be in respect of all dispositions caught by the restriction....*
- Where the terms of a restriction require a certificate or written consent signed by a corporation aggregate ... the certificate must be signed by either ... its conveyancer ... The Certificate or consent must state the full name of the signatory and the capacity in which the signatory signs ...”*
- 15.14 Following receipt of the requisition, Crofts wrote to Mr Stubbings on 2 March 2022 asking him to provide them with a copy of the RX3 certificate urgently. Mr Stubbings responded to Crofts on 16 March 2022 enclosing a certificate to enable them to remove the restriction.
- 15.15 The certificate, however, was in a number of respects inadequate for the purposes of removing the restriction as it did not refer to consent being given of the proprietors to register the disposition and nor did it contain the full name and capacity of the signatory. On 17 March 2022 Crofts sent an email to Mr Stubbings, pointing out the inadequacies and requesting a duly executed RX3 certificate. By a letter dated 23 March 2022 sent to Crofts, Mr Stubbings requested a copy of the letter from the Land Registry containing the requisition.
- 15.16 Crofts sent emails to Mr Stubbings on 24 March, 11 April, 25 April, 29 April, and 19 May 2022, in which they made repeated requests for the certificates and put him on notice that they had received notification from HMLR of cancellation of their application for registration.
- 15.17 Mr Stubbings failed to provide Crofts with properly completed certificates and consequently they were unable to satisfy HMLR in respect of the requisition relating to the restriction, which resulted in Crofts application for registration being cancelled by HMLR on 30 May 2022.

- 15.18 On 1 June 2022 Crofts sent an email to Mr Stubbings informing him that HMLR had cancelled their application and they had not yet begun the process of reporting the matter to the SRA. The email from Crofts included the following:

“further to our call to your offices on Friday, and our numerous emails and previous attempts we note we have still not received the completed RX4 which you undertook to provide, together with the certificate....”

- 15.19 On 8 November 2022, Mr Stubbings sent completed RX3 and ST5 forms to Crofts. In his letter to Crofts, he stated:

“The SRA have been in touch with us with regard to your complaint. Following completion of the sale of the property we have not supplied forms RX3 and ST5 to enable you to cancel the Restriction on the Register. You have referred to an undertaking given by us during the course of the transaction to supply forms RX3 and ST5. The writer does not recall giving a specific undertaking in this regard, but if such an undertaking was given, then we have clearly not complied with it and extend our sincere apologies. This may have been missed as immediately after completion the file was archived and stored off site, and we did not retrieve it.”

- 15.20 The RX3 and ST5 form supplied by Mr Stubbings to Crofts on 8 November 2022 were incorrectly completed. The RX3 did not contain a copy of the will of JBB although it purported to do so and the ST5 was signed in the name of the firm and not in the name of Mr Stubbings. HMLR were unable to complete registration because the forms were not completed properly. The issues with the RX3 and ST5 forms were contained in a requestion dated 13 November 2022 from the HMLR to Crofts.

- 15.21 On 9 and 14 November 2022, Crofts wrote to Mr Stubbings informing him that the forms were not properly completed and asked for correctly completed forms. On 26 January 2023, Mr Stubbings sent correctly completed RX3 and ST5 forms to Crofts.

- 15.22 Mr Stubbings sent a letter to the Investigation Officer on 10 March 2023 in which he denied giving an undertaking. He stated:

“I clearly indicated to them during the Conveyancing process that forms RX3 and ST5 could be provided to enable the Restriction on the Proprietorship Register of the Title to be cancelled. I do not believe that I gave an ‘undertaking’ as such. If I give an undertaking I actually use the word ‘undertaking’ such as an undertaking to discharge an existing mortgage following completion.

I must accept that following completion I did not act quickly enough to provide the forms RX3 and ST5 to enable the Restriction on the Register to be cancelled, and this could be deemed as somewhat discourteous, which I sincerely regret. I eventually supplied completed form RX3 and ST5 and forwarded these to Messrs Crofts in November 2022. However, I signed these in the name of the firm as opposed to personally, and I was advised that this was not acceptable to the Land Registry. Consequently, I provided further

forms RX3 and ST5 signed by me, which I assume is acceptable to the Land Registry, as I have not heard anything to the contrary.

In conclusion, I accept that I could, and should, have acted more promptly in provision of the RX3 and ST5 following completion, but I do not accept that I gave an undertaking which was breached.”

- 15.23 The SRA standards and regulations glossary, defined an undertaking as: “... a statement, given orally or in writing, whether or not includes the word “undertake” or “undertaking”, to someone who reasonably places reliance on it, that you or a third party will do something or cause something to be done, or refrain from doing something”.
- 15.24 Mr Johal submitted that the statements given by Mr Stubbings about the provision of the RX3 and ST5 on completion were undertakings as they were clear unequivocal declarations of intention addressed to Crofts who reasonably placed reliance on them. The word undertaking was not necessary for a statement to be considered an undertaking.
- 15.25 Further, the provision of the forms on completion were agreed completion arrangements made by Mr Stubbings and Crofts, which Mr Stubbings undertook to comply with by agreeing to comply with the Completion Code (paragraph 9, 12 and 13). Accordingly, Mr Stubbings, in order to comply with the undertaking, should have sent the forms on completion or by the end of the working day following completion. In failing to do so, Mr Croft failed to comply with the undertakings. Mr Johal acknowledged that Mr Stubbings complied with the undertakings some 15 months after completion, by which time the buyers’ application for registration had been cancelled and further fees incurred.
- 15.26 In failing to comply with the undertaking, Mr Stubbings breached Paragraph 1.2 of the Code. Undertakings, it was submitted, were a fundamental part of legal practice and played an important part in the smooth operation of conveyancing transactions. It was important for solicitors and their clients to know that they can rely on the promise of a solicitor and trust that they will do as they say. Mr Stubbings’s failure to perform the undertaking resulted in a delay of some 15 months in registering Crofts’s clients as owners of the property and in registering the mortgage. Mr Stubbings’s conduct no doubt caused Croft’s clients inconvenience and distress as well as financial harm, by them incurring additional Land Registry fees. Such conduct undermined public trust and confidence in the solicitors’ profession and in the delivery of legal services by authorised persons in breach of Principle 2 of the Principles.

The Respondent’s Case

- 15.27 Mr Stubbings did not provide an Answer in the proceedings. In his letter to the SRA dated 11 February 2025, he stated:

“As mentioned to you over the telephone I do not intend to contest the allegations, though as you will have seen from my file in the matter I do not think that I gave any specific “undertaking” to Messrs Crofts. However I acknowledge that I did indicate that I would arrange to make application for

the Land Registry to cancel the Restriction in the Proprietorship Register of the relevant Title. This was eventually done but I do acknowledge that this took far too long to bring about and the matter was therefore not carried out in timely fashion.”

The Tribunal’s Findings

- 15.28 The Tribunal noted that in his correspondence, both during the investigation and after proceedings had been issued, Mr Stubbings did not dispute the facts on which the Applicant relied. The Tribunal thus found the facts to be as stated by the Applicant and as was contained in the contemporaneous documents.
- 15.29 The Tribunal considered the issue in contention, namely whether the assurances provided by Mr Stubbings in his correspondence with Crofts, amounted to undertakings.
- 15.30 Mr Stubbings agreement in form TA13 to complete through the post in accordance with the Completion Code was itself an undertaking. Indeed, the TA13 stated expressly: *“WARNING: Replies to questions 3.2, 5.2 and 5.3 are solicitor’s undertakings”* Accordingly, the Tribunal found, Mr Stubbings agreement to complete in accordance with the Completion Code was an undertaking.
- 15.31 The Completion Code also included a number of undertakings to which Mr Stubbings (in agreeing to complete in accordance with the Completion Code) was bound as an undertaking. The Tribunal found that the given paragraphs 9, 12 and 13 of the Completion Code (as detailed above), in failing to supply the documentation required by the end of the working day following completion, Mr Stubbings had breached the undertaking he had given by virtue of the Completion Code.
- 15.32 Further, and in any event, in his correspondence with Crofts, Mr Stubbings had provided an unequivocal and categorical confirmation that he would provide the documentation upon completion. That confirmation was reasonably relied upon by Crofts. That fact that Mr Stubbings did not expressly use the work undertake or undertaking did not mean that he had not provided the same to Crofts.
- 15.33 The Tribunal found that in failing to comply with the undertaking provided, Mr Stubbings had breached Rule 1.3 of the Code as alleged. Such conduct, the Tribunal determined, undermined public trust and confidence in the profession and in the delivery of legal services by authorised persons in breach of Principle 2. Accordingly, the Tribunal found allegation 1.1 proved on the balance of probabilities.
- 16. Allegation 1.2 - Between September 2022 and February 2024, failed to co-operate with an investigation by the SRA in breach of all or any of the following: Rule 7.3 and 7.4 of the Code and Principle 2 of the Principles.**

The Applicant’s Case

- 16.1 On 12 September 2022, following receipt of the report from Crofts, the Applicant emailed Mr Stubbings asking for (i) confirmation of whether the Firm had given undertakings; (ii) whether he considered the undertakings had been breached; and (iii)

confirmation of any remedial steps being taken. A response was requested by 20 September 2022.

- 16.2 Mr Stubbings failed to respond. A chaser email was sent to Mr Stubbings on 4 October 2022 asking him to revert to the Applicant by 11 October 2022. Mr Stubbings failed to respond to the chaser email.
- 16.3 An Investigation officer at the Applicant telephoned Mr Stubbings on 25 October 2022. In the telephone conversation, Mr Stubbings apologised for the delay in responding, said he did not give an undertaking and agreed that he would provide a response 2 November 2022, however Mr Stubbings failed to provide a response by that date. In a telephone call on 4 November 2022, Mr Stubbings stated:
- He was in a position to send the RX3 and ST5 to the complainant that day.
 - He did not recall giving an undertaking; however, his breach was a regrettable oversight and that he would confirm the position that day or shortly.
- 16.4 Mr Stubbings was asked to revert to the Investigation Officer by the end of the day on 7 November 2022. Mr Stubbings failed to revert to the Investigation Officer by that date.
- 16.5 On 29 November 2022, an Investigation Officer sent an email to Mr Stubbings informing him that the Land Registry had raised requisitions in respect of the RX3 and ST5 document that he had provided to Crofts. Mr Stubbings was asked to address the issues with the documents by 13 December 2022 and to acknowledge receipt of the email. Mr Stubbings failed to acknowledge receipt of the email or address the issues by the required date.
- 16.6 On 31 January 2023, an Investigation Officer wrote to Mr Stubbings and asked him to provide various documents for the Applicant's investigation by 15 February 2023 and information about compliance with any undertakings. The documents requested included the following:
- Copies of all correspondence between Mr Stubbings and Crofts setting out any protocols to be followed during the transaction including undertakings. Copies of entries about the conveyance in his register of undertakings.
 - Copies of correspondence and notes of phone calls between Mr Stubbings and Crofts since 9 November 2022.
 - Mr Stubbings's account of events that led to Crofts making a referral to the Applicant.
- 16.7 Mr Stubbings failed to respond to the letter.
- 16.8 The Investigation Officer telephoned the firm on 16 February and again on 20 February 2023. On the latter occasion, Mr Stubbings agreed that he would respond to the letter of the 31 January by 1 March 2023, however he failed to do so.

- 16.9 On the 2 March 2023, another Investigation Officer made various telephone calls to the firm and left messages on the firm's answerphone. It was apparent from an email sent by the Investigation Officer to Mr Stubbings on 2 March 2023, that Mr Stubbings had left a voicemail for the Investigation Officer saying he was unwell and had been unable to respond to the 31 January 2023 letter.
- 16.10 The Investigation Officer again telephoned the firm on 6 March 2023 and spoke to Mr Stubbings. Mr Stubbings said that he had covid and was unwell and not in the office the previous week. Mr Stubbings agreed that he would provide a response to the 31 January letter by 10 March 2023. On that date, Mr Stubbings sent a letter to the Investigation Officer in which he addressed the substantive complaint but failed to provide any of the documents requested.
- 16.11 On 17 April 2023, the Applicant served a production notice pursuant to Section 44B of the Solicitors Act 1974 on Mr Stubbings, in which various documents were sought including those relating to the conveyancing transaction and which had been previously requested in their letter of 31 January 2023. Mr Stubbings was asked to provide the documents by 9 May 2023, which he complied with.
- 16.12 In an email dated 9 May 2023, Mr Stubbings stated that *"No register of undertakings is kept, but if an undertaking is given, the file is marked accordingly."*
- 16.13 On 11 July 2023, in a telephone call, the Investigation Officer informed Mr Stubbings that following conclusion of the investigation, consideration was being given to imposing a fine and that evidence of his income was required. Mr Stubbings agreed to provide evidence of his gross income by 28 July 2023 and this was confirmed in a letter from the Investigation Officer to Mr Stubbings on 13 July 2023. Mr Stubbings failed to provide evidence of his income by 13 July 2023. The Investigation Officer spoke to Mr Stubbings again on 3 August 2023 and Mr Stubbings agreed he would provide the evidence by 11 August 2023. Again, he failed to provide the evidence of his income by 11 August 2023.
- 16.14 The Investigation Officer made a further request for Mr Stubbings to provide evidence of his gross income by way of email on 15 August 2023. Mr Stubbings failed to respond to the email or provide evidence of his income.
- 16.15 Mr Johal submitted that Mr Stubbings failed to respond to various letters sent to him in September and November 2022, delayed in responding to a letter dated 31 January 2023 and when he did respond in March 2023, failed to provide documents requested. He eventually provided the documents requested on 9 May 2023, some three months after they were first requested and after he was served with a notice under S44B Solicitors Act 1974. Mr Stubbings also failed to provide evidence of his gross income when requested to do so in July and August 2023.
- 16.16 Mr Stubbings's failure to co-operate with the SRA and his delay in providing information and documents breached both Rules 7.3 and 7.4 of the Code. The public would expect a solicitor to comply with an investigation conducted by his regulator and to promptly provide information and documents when requested. Mr Stubbings failure to respond at all to some letters, his delay in responding to other letters in which information and documents were requested for the purpose of an investigation,

undermined public trust and confidence in the solicitors' profession and in legal services provided by authorised persons. Mr Stubbings therefore breached Principle 2 of the Principles.

The Respondent's Case

16.17 Mr Stubbings did not address this allegation in his correspondence

The Tribunal's Findings

16.18 The Tribunal found, on the basis of the documentary evidence, that Mr Stubbings had failed to respond to correspondence and communications with the Applicant as alleged.

Rule 7.3 required:

"You cooperate with the SRA, other regulators, ombudsmen, and those bodies with a role overseeing and supervising the delivery of, or investigating concerns in relation to, legal services."

Rule 7.4 required:

"You respond promptly to the SRA and:

- 1. provide full and accurate explanations, information and documents in response to any request or requirement; and*
- 2. ensure that relevant information, which is held by you, or by third parties carrying out functions on your behalf which are critical to the delivery of your legal services, is available for inspection by the SRA."*

16.19 The Tribunal found that in failing to respond to the Applicant's correspondence with regard to the undertaking, its investigation and its request for documents promptly or at all, Mr Stubbings had breached the Code as alleged. Such conduct, the Tribunal found, undermined public trust and confidence in the profession and the provision of legal services provided by authorised persons. Members of the public expected solicitors to comply with deadlines for the provision of information to the regulator investigating their conduct.

16.20 The Tribunal did not find that in failing to provide his financial information for the purposes of the imposition of a fine, Mr Stubbings had breached the Code or the Principles as alleged. Those were matters that were between the parties and had no bearing on public trust in the profession.

16.21 Rule 7.3, the Tribunal found, did not apply to discussions regarding an internal disposal of a complaint, as the internal disposal did not relate to the investigation of concerns in relation to legal services. Indeed, by the time of those discussions, the investigation into the concerns had been concluded.

16.22 The Tribunal found that whilst Rule 7.4 required Mr Stubbings to respond promptly and to *"provide full and accurate explanations, information and documents in response*

to any request or requirement (the Tribunal's emphasis)”, that obligation could not extend to information for the disposal of an investigation. Rule 7 related to co-operation with regulators and accountability to the regulator, clients and other third parties. The “any” in Rule 7.4, the Tribunal determined, could therefore only relate to those matters and could not be construed so as to relate to all information requested whether or not it related to co-operation and accountability. Any construction of “any” in a wider sense would breach a solicitors Article 8 rights. Accordingly, the Tribunal determined that Mr Stubbings was not obliged to provide the financial information requested. Thus the Tribunal did not find that in failing to provide that information in the circumstances, Mr Stubbings had breached the Code or Principles as alleged.

- 16.23 Accordingly, the Tribunal found allegation 1.2 proved on the balance of probabilities, save that it did not find that there had been any misconduct in Mr Stubbings failure to provide the financial information requested.

Previous Disciplinary Matters

17. Mr Stubbings appeared before the Tribunal on 5 November 2019 (Case No. 11981-2019). He admitted that he had:
- Failed to return client monies promptly and/or inform the client or person on whose behalf the money was being held in writing of the amount of client money still held or the reason for its retention and in doing so he breached the prevailing accounts rules, failed to act with independence, failed to act in a way that maintained public trust in the profession and failed to run his business or carry out his role in the business effectively and in accordance with proper governance and sound financial and risk management principles.
 - He failed to take sufficient steps to complete/progress the administration of at least five probate matters and in doing so he failed to act with independence, failed to act in a way that maintained public trust in the profession and failed to run his business or carry out his role in the business effectively and in accordance with proper governance and sound financial and risk management principles.
 - During the course of investigations by the Legal Ombudsman into complaints by a client in 2015 and another client in 2016, he failed to deal with the Legal Ombudsman in an open, timely and co-operative manner.
 - He failed to cooperate with the SRA in their investigation of the allegations.
18. Mr Stubbings was fined £15,000 and was ordered to pay costs in the sum of £15,579.70.
19. On 5 September 2022, Mr Stubbings was subject of a Regulatory Settlement Agreement (“RSA”). The Firm was investigated by the Applicant following the Firm’s failure to comply with a request to undertake an AML desk-based review. The Firm had failed to comply with its obligations under Regulations 17, 18, 19, 20 and 28(12)(a)(ii) of the Money Laundering Regulations 2017.
20. Mr Stubbings admitted the following:

- Breaching Principles 6, 7 and 8 of the SRA Principles 2011;
- Failing to achieve Outcomes 7.2, 7.3 and 7.5 of the SRA Code of Conduct 2011;
- Breaching Principle 2 of the Principles; and
- Breaching Rules 7.1, 7.3 and 7.4 of the Code.

21. Mr Stubbings was fined £2,000 and agreed to pay costs in the sum of £1,350.

Sanction

22. The Tribunal had regard to the Guidance Note on Sanctions (10th Edition – June 2022). The Tribunal's overriding objective, when considering sanction, was the need to maintain public confidence in the integrity of the profession. In determining sanction, it was the Tribunal's role to assess the seriousness of the proven misconduct and to impose a sanction that was fair and proportionate in all the circumstances.
23. The Tribunal found that Mr Stubbings was not motivated to commit misconduct, his actions arising out of his failure to comply with the undertakings given and to respond in a timely manner to both Crofts and the SRA during the course of its investigation. His actions were not spontaneous. He had acted in breach of the trust placed in him by Crofts and their clients to comply with the undertakings given. Mr Stubbings was wholly culpable for his misconduct, having sole control and responsibility for the circumstances that gave rise to his misconduct. He was an extremely experienced solicitor. He had caused harm to the reputation of the profession and direct harm to Croft's clients who had been subject to unnecessary delay and additional financial expense as a result of his inaction.
24. The Tribunal found that Mr Stubbings misconduct had been significantly aggravated by his previous matters. As detailed, in 2019, Mr Stubbings had admitted, and the Tribunal had found proved that (amongst other things) he had failed to cooperate with the SRA, failed to take appropriate steps to complete or progress matters and had failed to maintain public trust in the profession. The failings for that matter were similar to the failings in the instant case.
25. Further, in 2022, the RSA was imposed for (amongst other things) Mr Stubbings failure to cooperate with the SRA and failing to maintain public trust in the profession. Again, those failings had been repeated in the instant case.
26. Given the serious nature of the aggravated misconduct, the Tribunal found that sanctions such as No Order or a Reprimand were not proportionate. The Tribunal assessed the aggravated misconduct as very serious, such that a level 4 Fine in the sum of £17,500 was determined to be appropriate and proportionate. The Tribunal found that the serious and repeated nature of Mr Stubbings conduct was such that a restriction order was necessary so as to protect the public and the reputation of the profession from future harm by Mr Stubbings. The Tribunal determined that in the circumstances, Mr Stubbings should be subject to the following restrictions on his practise for a period of 18 months, commencing on 13 February 2025. He may not:

- practise as a sole practitioner or sole manager or sole owner of an authorised or recognised body; or as a freelance solicitor; or as a solicitor in an unregulated organisation
- be a Head of Legal Practice/Compliance Officer for Legal Practice or a Head of Finance and Administration/Compliance Officer for Finance and Administration.

27. Those restrictions, the Tribunal found, were appropriate and proportionate to the aggravated misconduct and allowed Mr Stubbings to continue practising whilst ensuring that the public and repute of the profession were adequately protected from any harm by Mr Stubbings.

Costs

28. Mr Johal applied for costs in the reduced sum of £5,925.90. That reduction included the reduced hearing time and associated expenses.
29. The Tribunal found that costs in the sum of £5,500 were reasonable taking into account the issues to be determined and the reduced hearing time. The Tribunal noted the financial information provided by Mr Stubbings. It had not been suggested by him that he was unable to pay any financial penalty or costs imposed.

Statement of Full Order

30. The Tribunal ORDERED that the Respondent, ROBIN EDWARD STUBBINGS, solicitor, do pay a fine of £17,500.00, such penalty to be forfeit to His Majesty the King, and it further Ordered that he do pay the costs of and incidental to this application and enquiry fixed in the sum of £5,500.00.
31. The Respondent shall be subject to conditions imposed by the Tribunal for a period of 18 months as of 13 February 2025, as follows:
32. The Respondent may not:
33. Practise as a sole practitioner or sole manager or sole owner of an authorised or recognised body; or as a freelance solicitor; or as a solicitor in an unregulated organisation;
34. Be a Head of Legal Practice/Compliance Officer for Legal Practice or a Head of Finance and Administration/Compliance Officer for Finance and Administration.

Dated this 14th day of March 2025

On behalf of the Tribunal

P Lewis

P. Lewis
Chair