SOLICITORS DISCIPLINARY TRIBUNAL

IN THE MATTER OF THE SOLICITORS ACT 1974 Case No. 12636-2024

BETWEEN:

SOLICITORS REGULATION AUTHORITY LTD Applicant

and

DANIEL JAMES SKINNER Respondent

Before:

Ms A. Horne (in the chair)
Mrs C. Evans
Mr C. Childs

Date of Hearing: 4 - 6 March 2025

Appearances

Delme Griffiths, solicitor in the employ of Blake Morgan LLP, One Central Square, Cardiff, CF10 1FS for the Applicant.

Rebecca Vanstone, counsel of 23 Essex Street Chambers, 1 Gray's Inn Square, Holborn, London, WC1R 5AA for the Respondent.

JUDGMENT

Allegations

1. The allegations against the Respondent, Daniel James Skinner, made by the SRA are that, while in practice as a Partner at Capsticks LLP ("the Firm") and in the course of conducting housing proceedings on behalf of a client, Client A, between approximately November 2019 and May 2021:

1.1. The Respondent did not take appropriate action and/or notify Client A in relation to:

(a) His failure to serve Points of Dispute in time; and/or

(b) A Default Costs Certificate being issued against it. In doing so, the Respondent thereby:

1.1.1. Insofar as such conduct took place after 6 October 2011 but before 25 November 2019, acted in breach of any or all of Principle 2 Principle 4, Principle 5 and Principle 6 of the SRA Principles 2011 ("the 2011 Principles") and Outcome 1.2 and Outcome 1.16 of the SRA Code of Conduct 2011 ("the 2011 Code").

NOT PROVED

1.1.2. Insofar as such conduct took place on or after 25 November 2019, breached any or all of Principle 2, Principle 5 and Principle 7 of the SRA Principles ("the 2019 Principles") and Paragraph 7.11 of the Code of Conduct for Solicitors, RELs and RFLs ("the 2019 Code").

PROVED

1.2. From approximately April 2021, the Respondent failed to:

(a) Take appropriate action or keep Client A appropriately updated in relation to steps being taken to seek recovery of costs and interest against it; and/or

PROVED

(b) Provide complete and accurate information to Client A in relation to its liability to pay costs and interest.

PROVED

In doing so, the Respondent acted in breach of any or all of Principle 2, Principle 4, Principle 5 and Principle 7 of the 2019 Principles and Paragraphs 1.4 and 7.11 of the 2019 Code.

2. In the alternative to dishonesty, allegation 1.2 is advanced on the basis that the Respondent's conduct was reckless. Recklessness is alleged as an aggravating feature of the Respondent's misconduct but is not an essential ingredient in proving the allegations.

Executive Summary

3. The Respondent was a Partner at the Firm and in the course of conducting housing proceedings on behalf of Client A he failed to file Points of Dispute within the required timeframe in response to a Bill of Costs. This resulted in a Default Costs Certificate being issued against Client A.

4. In response to a complaint by Client A, the Firm reviewed the Respondent's work on the matter and identified breaches of the SRA Principles and Code of Conduct.

5. The subsequent SRA investigation identified that Client A was not notified of developments in the matter and was not provided with complete and accurate information by the Respondent regarding how the Default Costs Certificate had arisen or its liability to pay costs and interest.

6. The Tribunal found the allegations proved (with the exception of Allegation 1.1.1) including dishonesty and ordered that the Respondent be Struck off the roll of solicitors.

Sanction

7. The Tribunal ordered that the Respondent be STRUCK OFF the Roll of Solicitors. The Tribunal's sanction and its reasoning on sanction can be found [here]

Documents

8. The Tribunal reviewed all the documents submitted by the parties, which included (but was not limited to):

    - Rule 12 Statement and Exhibit DG1 dated 3 July 2024.
    - Respondent's Answer to the Rule 12 Statement dated 12 August 2024.
    - Applicant's Statement of Costs dated 25 February 2025

Background

9. The Respondent was admitted to the Roll on 15 October 1993. At the relevant time, for the purposes of these proceedings, he was a partner at the Firm, specialising in leasehold litigation and disrepair work and he was the head of a cross-office team. The Respondent left the Firm in or around November 2021.

10. The conduct in this matter came to the attention of the SRA when the Compliance Officer for Legal Practice (COLP) of the Firm informed the SRA of the need to investigate whether a serious breach of the SRA's standards and principles had occurred. The alleged conduct occurred between approximately November 2019 and May 2021.

11. In summary, it was alleged that, in the course of acting for Client A in housing proceedings, the Respondent failed to file Points of Dispute within the required timeframe, in response to a Bill of Costs, resulting in a Default Costs Certificate being

issued against Client A. Client A was not notified of this or subsequent developments in the matter and was not provided with complete and accurate information in relation to the true position.

Witnesses

12. The evidence 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. 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.

13. The Respondent was the only person who provided oral evidence at the hearing.

Findings of Fact and Law

14. The Applicant was required by Rule 5 of The Solicitors (Disciplinary Proceedings) Rules 2019 to prove the allegations to the standard applicable in civil proceedings (on the balance of probabilities). The Tribunal had due regard to its statutory duty, under section 6 of the Human Rights Act 1998, to act in a manner which was compatible with the Respondent's rights to a fair trial and to respect for 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 – The Respondent did not take appropriate action and/or notify Client A in relation to:**

(a) His failure to serve Points of Dispute in time; and/or

(b) A Default Costs Certificate being issued against it. In doing so, the Respondent thereby:

The Applicant's Case

15.1 The Rule 12 Statement – [Click Here]

The Respondent's Case

15.2 The Respondent's Answer to the Applicant's Rule 12 Statement – [Click Here]

15.3 The Tribunal reviewed all the material before it and considered the oral evidence (and cross-examination) of the Respondent.

15.4 In or around April 2018, the Respondent was instructed by Client A[1] in respect of a claim for possession and disrepair proceedings relating to Person B ("the Proceedings") in the County Court at Clerkenwell and Shoreditch ("the Court"). Person B occupied a property owned and managed by Client A. Person B was the Defendant and Part 20

[1] The Tribunal considered and granted an application by the Applicant to anonymise Client A and Person B pursuant to Rule 35 SDPR 2019 and in line with the case of *SRA v Williams* [2023] EWHC 2151 (Admin).

Claimant in the Proceedings. Person B was represented by Gough & Co Solicitors Limited ("GCS").

15.5 On 21 March 2019, the Court issued an order in the Proceedings whereby:-

- The trial was vacated.
- Client A's claim for possession was dismissed.
- Default judgment was entered in Person B's counterclaim.
- Client A was ordered to pay Person B damages.
- Client A was ordered to pay Person B's costs of the Proceedings, to be subject to assessment if not agreed.

15.6 On or around 18 October 2019, a Notice of Commencement of assessment of Bill of Costs was filed on behalf of Person B. It specified a deadline, for receipt of Client A's Points of Dispute, of 12 November 2019.

15.7 On an unknown date, the Respondent instructed a costs lawyer to prepare Points of Dispute on behalf of Client A.

15.8 On 5 November 2019, draft Points of Dispute were sent by email to the Respondent. The email made reference to the deadline of 12 November 2019. However, Points of Dispute were not filed or served on or before this date.

15.9 On 14 November 2019, after the deadline had passed, the Firm wrote to the Court and enclosed Points of Dispute on behalf of Client A. The letter records it was sent by DX and included the Respondent's name and contact details. The Points of Dispute were signed by the Respondent

15.10 That same date, the Points of Dispute were sent by email to GCS by a colleague of the Respondent, copied to him.

15.11 On 15 November 2019, GCS replied, copied to the Respondent, and stated

> "… *as you will be aware, the Notice of Commencement gave until 12 November 2019 to receive Points of Dispute. As they were not received by that date and as no request for an extension of time was made, we applied for a Default Costs Certificate on 13 November 2019.*"

15.12 The Respondent's position in respect of his recollection of the facts was that he had

> *"...no reason to dispute the facts as they have been presented. I acknowledge that I made mistakes in the case underlying these proceedings. I have apologised for my errors and wish to reiterate my apology here. I have no recollection of the specific case."*

15.13 The Respondent was professional and credible in his evidence to the Tribunal however as he stated that he had no recall of the specific events during the course of the case underlying these proceedings, the Tribunal attached only limited weight where the Respondent's evidence comprised speculation regarding what he may have done in the presenting circumstances.

15.14 The Tribunal found that there was no evidence that the Respondent took any action in response to the 15 November 2019 email from GCS, or his subsequent receipt of a Default Costs Certificate, such as seeking to set it aside or notifying his client of what had occurred.

15.15 The evidence confirmed that no action was taken by the Respondent in relation to this matter in the period from November 2019 to April 2020. On 15 April 2020, the Default Costs Certificate was saved onto the Firm's electronic file by the Respondent. The Respondent did not notify Client A of the existence of the Default Costs Certificate nor did he take any action in the case, despite regular general communication with Client A as a Partner of the Firm, with conduct of other matters on its behalf.

15.16 At no stage, from November 2019 to May 2021, did the Respondent notify Client A of his failure to file Points of Dispute in time or the issuing of the Default Costs Certificate.

15.17 The Respondent submitted that Client A was eventually made aware of the Default Costs Certificate on or around 26 April 2021 when GCS sent a copy to it directly, and the Respondent responded to Client A who had queried how the Default Costs Certificate had originated. The Respondent submitted that this was sufficient evidence that the client was sufficiently aware of the Default Costs Certificate. The Tribunal rejected this submission.

15.18 The Tribunal found that this did not constitute appropriate action by the Respondent, as he did not explain the basis for or origins of the Default Costs Certificate to Client A. In his response to Client A the Respondent included a reference to the Court having assessed the costs in the case, which he would have known was not correct. This assertion would have served to confuse his client and limit their understanding of the matter. The Respondent's approach in dealing with his client represented a smokescreen as to the circumstances in which the Default Costs Certificate had arisen.

15.19 The Tribunal found that the Respondent did not take appropriate action upon, or notify Client A of, his failure to serve Points of Dispute in time and the issuing of the Default Costs Certificate against it.

15.20 Having found the factual matrix of **Allegation 1.1 a) and b) proved** on the balance of probabilities, the Tribunal went on to consider the alleged Principle breaches**.**

15.21 Allegation 1.1.1 stated

> **"***Insofar as such conduct took place after 6 October 2011 but before 25 November 2019, acted in breach of any or all of Principle 2 Principle 4, Principle 5 and Principle 6 of the SRA Principles 2011 ("the 2011 Principles") and Outcome 1.2 and Outcome 1.16 of the SRA Code of Conduct 2011 ("the 2011 Code")"*

15.22 The Tribunal therefore considered the extent to which any conduct occurring after 6 October 2011 and prior to 25 November 2019 engaged the 2011 principles breaches that were alleged by the Applicant.

15.23 The Tribunal considered that the missed deadline to serve the points of dispute created an obligation on the Respondent to take appropriate action, including promptly notifying his client of the mistake and that a Default Costs Certificate had been issued against it as a consequence. However, the Tribunal found that the duration of the relevant period from around 14 November 2019 to 25 November 2019 was insufficient to constitute a breach of the 2011 Code.

15.24 The Tribunal therefore found **Allegation 1.1.1 not proved** on the balance of probabilities.

15.25 Principle 2 of the 2019 Code required the Respondent to act in a way that upholds public trust and confidence in the profession and in legal services provided by authorised persons.

15.26 Principle 5 of the 2019 Code required the Respondent to act with integrity. The Tribunal was assisted by the comments of Jackson LJ in *Wingate v SRA* [2018] EWCA Civ 366, where he stated:

> "[97] *... 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 ... The underlying rationale is that the professions have a privileged and trusted role in society. In return they are required to live up to their own professional standards ... [100] Integrity connotes adherence to the ethical standards of one's own profession. That involves more than mere honesty*."

15.27 Pursuant to Principle 7 of the 2019 Code the Respondent was under a duty to act in the best interests of Client A by ensuring its interests were protected within the litigation.

15.28 Client A was entitled to trust and rely on the Respondent to be open and honest if things went wrong. Paragraph 7.11 of the 2019 Code of Conduct for Solicitors, RELs and RFLs states that:-

> "*You are honest and open with clients if things go wrong, and if a client suffers loss or harm as a result you put matters right (if possible) and explain fully and promptly what has happened and the likely impact…"*

15.29 By not filing Points of Dispute, Client A lost the opportunity to challenge aspects of Person B's costs and to seek a reduction in the amount to be paid by Client A. Further, from the point at which the Certificate was issued, interest began to accrue that would be also payable by Client A. At the very least, consideration ought to have been given to whether it would be appropriate to seek to apply to set the Certificate aside.

15.30 Even if it were not possible to set aside the Certificate, prompt payment of the costs due, in the sum of £22,888.20 payable within 14 days, would have ensured that no

further costs or interest were incurred and would therefore have protected Client A's interests.

15.31 A solicitor acting with integrity would have immediately notified their client of a failure to file a document leading to a Default Costs Certificate being issued, explained fully and promptly what had happened, the impact of the omission and, if appropriate, advise upon remedial action.

15.32 The Respondent did not take any such steps, despite having ample opportunity to do so. He did not inform Client A that the deadline for filing Points of Dispute had been missed or that the Certificate had been issued. No remedial action was advised or taken. The Respondent must have been aware that the filing deadline had been missed when he filed the Points of Dispute out of time, and it is likely that he was aware that a Default Certificate had been applied for, because he received the email from GCS dated 15 November 2019, advising that the Certificate had been sought. There is no evidence that the Respondent took any action whatsoever either upon realising that he had missed the filing deadline or upon receipt of that email.

15.33 As well as depriving Client A of the opportunity to seek to set aside the Certificate or otherwise mitigate its position, Client A was deprived of the opportunity to consider whether the circumstances could give rise to a claim against the Respondent/his Firm.

15.34 The Respondent's inability to recall the specifics of the case, and the absence of a factual explanation being advanced by the Respondent, meant that findings regarding his state of knowledge were derived from the documentary evidence.

15.35 The Respondent described the intense and unsustainable workload under which he was operating. The Respondent stated that his caseload was over 200 cases and that a usual or sustainable caseload would have been around 50 cases. The Respondent stated that he was "*firefighting*" in trying to identify urgent tasks on his files. The Respondent sought additional assistance from the Firm but this was not forthcoming. As deadlines were missed generally the Respondent offered clients the opportunity to switch to alternative representation as he was conscious that they were not receiving a satisfactory service. The Respondent was responding to around 60 emails a day and he said he was aware that many emails were routinely left unread and unactioned on a daily basis.

15.36 The Respondent ascribed his lack of awareness and action following GCS serving the Default Costs Certificate in November 2019 to these working conditions. The Tribunal found it likely, but could not be certain, that GCS' email of 15 November 2019 had been read by the Respondent, however he must have become aware of the circumstances which had led to the Default Costs Certificate when he uploaded a copy of it to the Firm's case management system on 15 April 2020. The Respondent's failure to take any action after this point, when he had undoubtedly become aware of the Default Costs Certificate arising from his initial oversight, saw the Respondent's conduct fall significantly short of the standards of the profession. The Respondent's conduct lacked transparency with his client, and the circumstances demanded this from the Respondent as a minimum.

15.37 The Tribunal therefore found that the Respondent acted below the standard expected and insofar as such conduct took place on or after 25 November 2019, he breached

Principle 2, 5 and 7 of the 2019 Principles and Paragraph 7.11 of the Code of Conduct for Solicitors, RELs and RFLs.

15.38 The Tribunal therefore found **Allegation 1.1.2 proved** on the balance of probabilities.

16. **Allegation 1.2. From approximately April 2021, the Respondent failed to:**

(a) Take appropriate action or keep Client A appropriately updated in relation to steps being taken to seek recovery of costs and interest against it; and/or

(b) Provide complete and accurate information to Client A in relation to its liability to pay costs and interest.

16.1 From April 2020, when the Respondent uploaded the Default Costs Certificate to the Firm's system, onwards there was no communication in the Proceedings until April 2021 when GCS unsuccessfully attempted to contact the Respondent by telephone regarding the matter. On 26 April 2021, having not received a response from the Respondent, GCS contacted Client A directly and attached a copy of the Default Costs Certificate.

16.2 Client A contacted the Respondent to request clarification about the email from GCS on both 26 and 28 April 2021.

16.3 On 30 April 2021, the Respondent replied to Client A, stating:

> "*Sorry – been looking into this one. It's an old file – I think from before your time. They succeeded in their claim and* [Client A] *had to pay their costs which were assessed by the court in the sum of £22,888.20. So, you should pay that. You can send it to me or I can ask for their bank account details if that is easier I'm very surprised they have left it so long to chase us. They normally are all over it. I hope that makes sense.*"

16.4 This email was misleading as costs had not been assessed by the Court. It omitted to mention that there had been a failure, by the Respondent, to serve Points of Dispute in time, which had led to the Certificate being obtained thereby depriving Client A of the opportunity to seek to challenge Person B's costs, and that this had potentially given rise to a claim against the Respondent.

16.5 Furthermore, the Respondent's email implied that Person B's representatives were at fault for not seeking payment at an earlier point. In actual fact, the amount certified in a Default Costs Certificate was payable within 14 days as specified on the Certificate itself. Additionally, interest accrued from the date of the Default Costs Certificate.

16.6 On the same date GCS informed the Respondent by email that if confirmation was not received by 3 May 2021 that Client A would pay the sums outstanding, enforcement action would be commenced without further reference. The Respondent did not notify Client A of the threat of enforcement action.

16.7 The confirmation sought by GCS was not provided by 3 May 2021. However, on an unknown date between 14 May 2021 and 19 May 2021, payment was sent to GCS on

behalf of its client. On 19 May 2021, GCS sent an email to the Respondent in which it was confirmed that payment had been received in relation to Person B's costs, in the sum of £22,888.20. However, the email went on to note that interest on that sum was payable, by Client A to Person B, calculated as amounting to £3,957.77 as of 16 May 2021. The Respondent did not respond to that email and did not notify Client A of the claim for interest.

16.8 On 1st and 8th June 2021, GCS sent emails to the Respondent without response. On 23 June 2021, GCS sent a further email stating:

> "*I request confirmation that your client is refusing to pay the interest sum referred to in my email dated 19 May 2021. Should I not hear from you at all by 4 p.m. on 25 June 2021, I will write directly to your client. Prior to commencing enforcement action, I wish to be sure that my correspondence has been considered, rather than there having been an inadvertent failure to do so. This is because enforcement action will be time-consuming, as well as being costly for your client.*"

16.9 The Respondent did not respond, which led GCS to again contact Client A directly. On 28 June 2021, GCS wrote to Client A's customer services email address, stating:

> *"... interest of £3957.77 remains outstanding. Mr Skinner of your solicitors, Capsticks, has failed to respond to my emails concerning this sum. I attach relevant correspondence. Therefore, prior to commencing enforcement proceedings which will inevitably result in* [Client A] *incurring additional costs, I am writing to yourselves directly to request confirmation that the outstanding sum will be paid. Should I not receive a response by 4 p.m. on 1 July 2021, enforcement action will be commenced to recover the outstanding amount.*"

16.10 In response, a customer support advisor on behalf of Client A stated: "*This has been referred to* [the Respondent] *who will respond to you directly*." Despite this indication, the Respondent did not respond to GCS.

16.11 Accordingly, on 5 July 2021, GCS wrote to the Respondent once again, stating:

> "*Your client advised via email on 28 June 2021 that you would be contacting us. As I have not heard further from you, I attach a partially-completed Application for a Charging Order. The same shall be finalised and filed at County Court Money Claims Centre should I not receive confirmation by 4 p.m. on 7 July 2021 that the outstanding interest will be paid*."

16.12 The Respondent, once again, did not reply and did not notify Client A of this development in the Proceedings and the threat of an application for a Charging Order. Further, interest continued to accrue, and Client A was at risk of incurring further adverse costs.

16.13 On 30 July 2021, GCS sent a further email to the Respondent, stating:

> "*I have applied for a Charging Order which should be made in due course. Should your client wish to avoid the Order being made, please confirm by return that the outstanding interest will be paid immediately*."

16.14 The Respondent replied to GCS on 30 July 2021, stating:

> "*We apologise for the delay in reverting to you. We note you are seeking interest. We accept that the court does have a discretion to award interest and from when that should start. You will recall though that the default certificate was granted after points of objection had been served. If you proceed with your application we anticipate that we will be instructed to set aside the costs certificate and seek an assessment. We accept that this would be late but as you have received payment of all of your costs there is no prejudice to you. You will have seen the extensive points of dispute about your fees, court fees and counsel's fees. If even some of them are found to be valid then you will likely have to repay a substantial sum of money to our client.*"

16.15 The Respondent did not seek Client A's instructions prior to sending this email. Insofar as this email alluded to the existence of the Default Costs Certificate and it being consequent upon his failure to file Points of Dispute in time, it contradicted what the Respondent had said to Client A in his email dated 30 April 2021, referred to at paragraph 16.3 above. There is no evidence that the Respondent notified Client A of the actual, true position in relation to this matter.

16.16 GCS replied to the Respondent's email by return, stating:

> "*As stated, an application for a Charging Order has been made. You left us with little option, as no reply was received to our correspondence about the interest claim. I cannot see how an application to set aside the Default Costs Certificate could succeed at this stage, given the time that has passed since the Certificate was issued. It was open to your client to have made such an application upon service of the Certificate had they wished to challenge it. Payment by your client of the costs clearly indicates acceptance that the sums claimed were owed. I consider that a Court would determine that any application to set aside the Default Costs Certificate was made far too late*."

16.17 The Respondent did not reply, and did not notify Client A of this exchange with GCS.

16.18 On 12 August 2021, an Interim Charging Order was made against Client A, specifying that the amount owed to Person B, including interest and costs, was £3,957.77. A property owned by Client A stood charged in that amount. On 13 August 2021, the Interim Charging Order and supporting documents were sent to the Respondent by CGS. The covering email stated:

> "*Should the parties be able to resolve this matter via negotiation, there will be no need to register the Interim Charging Order at the Land Registry; I would then simply apply to discharge the Order and bring the action to an end. With this in view, I shall take no further action on this matter before 4 p.m. 23 August 2021, in order to give you an opportunity to take instructions*".

16.19 On 28 August 2021, GCS sent an email to the Respondent, confirming that the Interim Charging Order and supporting documents had been sent by post, by way of service, adding that: "*Should your client wish to resolve matters without further enforcement steps being taken, I will await hearing from you*."

16.20 On 15 October 2021, a Final Charging Order was made against Client A. On 29 October 2021, the Final Charging Order was sent to the Respondent by email. It was confirmed that, if payment of the sum of £3,957.77 was not received by 5 November 2021, further enforcement action would be taken against Client A.

16.21 On 30 October 2021, GCS notified the Respondent by email that, in addition to the charged sum of £3,957.77, costs in the amount of £290.00 were payable by Client A to Person B.

16.22 The Respondent did not respond to any of the emails sent to him by GCS dated 13 August 2021, 28 August 2021, 29 October 2021 or 30 October 2021, or notify Client A of the application for a Charging Order, the offer made on behalf of Person B to seek to resolve the matter via negotiation, formal service of the Interim Charging Order, the imposition of a Final Charging Order or the threat of further enforcement action.

16.23 On 10 November 2021, in the absence of hearing from the Respondent, GCS again contacted Client A directly. On 19 November 2021, Client A forwarded GCS' correspondence to the Respondent. The Respondent did not reply. On 23 November 2021, a chasing email was sent by Client A to the Respondent.

16.24 On 26 November 2021, the Respondent replied to Client A, stating:

> "*Sorry for the delay in this one. This relates to the interest on the cost that I had warned he was claiming. Rather annoying as he did not seek to chase the costs for ages and then when you paid he demanded interest. I had warned you about the interest owing but should perhaps have chased you to make payment earlier He's also gone full aggressive and sought a charging order. So, you need to pay the £4,247.77 and we can then arrange for the charge to be removed for you I hope that makes sense Sorry I took a while to get back to you*".

16.25 This email was false and misleading in that it incorrectly suggested the Respondent had notified Client A about the claim for interest, and it omitted to refer to the correspondence the Respondent had received, and the steps taken on behalf of Person B to seek recovery of further interest and costs in the period from 19 May 2021 onwards. It also provided a further opportunity for the Respondent to advise Client A of his default in serving the Points of Dispute on time, and that Client A may have a claim against the Firm for its losses arising from his negligence. He failed to take that opportunity.

16.26 On 29 November 2021, Client A queried the basis for the outstanding payment due to Person B, and the matter was notified to the Firm's Director of Governance and Risk, who began to investigate matters.

16.27 On or around 7 December 2021, Client A made a payment to GCS on behalf of Person B in the sum of £4,247.77, in relation to the outstanding interest and costs.

16.28 Client A subsequently complained to the Firm regarding the Respondent's conduct.

16.29 In his evidence before the Tribunal the Respondent accepted that, had he been following any plan to ameliorate Client A's position from April 2021 onwards, he would have needed to take instructions from Client A, and that he did not do so. The Respondent did not respond to GCS appropriately or inform Client A of the correct position throughout the period from April to December 2021.

16.30 The Tribunal found that the Respondent failed to take appropriate action, or keep Client A appropriately updated in relation to the steps being taken to seek recovery of costs and interest against it from at least April 2021 onwards.

16.31 The Tribunal therefore found **Allegation 1.2(a) proved** on the balance of probabilities.

16.32 The Respondent's email to Client A of 30 April 2021 referred to at paragraph 16.3 above was not complete or accurate as to the circumstances in which costs had become payable, and it did not explain that interest was continuing to accrue on the principal amount that he had recommended immediate payment of.

16.33 On 30 July 2021, when the Respondent re-familiarised himself with the file, as he must have done in order to engage with GCS by email regarding the subject of the outstanding interest, he should have also updated Client A, who remained in the dark as to the circumstances in which the Default Costs Certificate had come to be issued, and as to the interest owed (and which continued to accrue).

16.34 On 3 September 2021 the Respondent informed Client A that interest was being sought, but he did not explain that it continued to accrue or how it had arisen in the first place. The Tribunal found that the Respondent must have been aware of at least one of the GCS emails received by him during the summer of 2021 to know that interest was being enforced as he included that detail in his email of 3 September 2021 to Client A.

16.35 The Tribunal found that the Respondent did not provide complete and accurate information to Client A in relation to its liability to pay costs and interest.

16.36 The Tribunal found **Allegation 1.2(b) proved** on the balance of probabilities.

16.37 Having found the factual matrix of Allegation 1.2 a) and b) proved on the balance of probabilities, the Tribunal went on to consider the alleged Principle breaches**.**

16.38 The Tribunal found on the balance of probabilities that by failing to take appropriate action, or keep Client A appropriately updated in relation to steps being taken to seek recovery of costs and interest against it, and also in failing to provide complete and accurate information to Client A in relation to its liability to pay costs and interest from April 2021 (when regular correspondence from GCS commenced that explained the circumstances to the Respondent and put him on further notice of the need to take that appropriate action and to keep Client A appropriately updated) onwards, the

Respondent breached Principle 2 and Principle 7 of the 2019 Principles and Paragraph 7.11 of the Code of Conduct for Solicitors, RELs and RFLs**.**

16.39 The Tribunal applied the test for dishonesty set out by the Supreme Court in *Ivey v Genting Casinos* [2017] UKSC 67 as follows:

> *"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."*

16.40 The Tribunal found, regarding the Respondent's knowledge and belief as to the facts, that the Respondent was on notice of the Default Costs Certificate (at the latest) when he saved it to the Firm's file on 15 April 2020. On 26 April 2021, Client A forwarded to the Respondent an email from GCS, which also made explicit reference to the Default Costs Certificate.

16.41 Accordingly, when the Respondent replied to Client A on 30 April 2021, confirming that he had looked into the matter before doing so, and stating the Court had assessed Person B's costs in the sum of £22,888.20, he knew that this was incorrect. He could not have quoted the precise sum payable by Client A in relation to Person B's costs without reference to the Default Costs Certificate itself. Seeing that it was a Default Costs Certificate, he must have known that it had not followed an assessment by the Court, but had resulted from the failure to serve Points of Dispute in time.

16.42 The Respondent therefore gave misleading information to Client A. By omitting to disclose full and accurate details of the chronology of events and his own actions and omissions, he also led Client A to believe that there was nothing to question about the request and that payment should be made.

16.43 The Respondent was aware that the Default Costs Certificate had been issued following his failure to file Points of Dispute in time. By not disclosing this to Client A, he withheld information that he knew was relevant and material. As a result, he allowed Client A to believe that costs had been assessed when, in fact, he had missed a deadline leading to the Default Costs Certificate being entered.

16.44 The Respondent, therefore, expressly told Client A to pay the sum of £22,888.20 without advising it as to the circumstances in which that payment fell due.

16.45 The Respondent implied that Person B's representatives were at fault for not seeking payment at an earlier point, when payment should have been made within 14 days of the Default Costs Certificate being issued, and Client A should have been advised to that effect, which the Respondent would have known.

16.46 The Respondent led Client A to believe that the delay was the fault of Person B when it should have been advised that costs were payable immediately and that, in the absence of payment, interest would accrue at a rate of 8%.

16.47 The Respondent's email of 30 July 2021 to CGS recorded his awareness of the circumstances in which the Default Costs Certificate was obtained, and the ability to set it aside, in principle. Yet the Respondent took no steps to notify Client A, prior to, on or after this date as to the true position in relation to the matter.

16.48 Notwithstanding the wider professional pressures that the Respondent was operating under and his unsustainable working arrangements at the Firm (on which the Respondent had provided credible evidence) the Tribunal found that he had opportunities to ensure that Client A was notified of the true position, both in the course of his communications in the proceedings and in the course of his regular interactions with Client A, yet failed to do so.

16.49 On 26 November 2021, the Respondent had a further and final opportunity to be open and frank about precisely what had occurred in his email of that date, which he did not take.

16.50 The Tribunal considered the submissions made on behalf of the Respondent regarding his exemplary professional history and lack of propensity but did not accept that there was an honest explanation for the conduct referenced above and found proven.

16.51 The Tribunal found that the Respondent was dishonest by the standards of ordinary decent people. On the balance of probabilities, the Respondent breached Principle 4 of the SRA Principles 2019 which required that he act with honesty, and Paragraph 1.4 of the Code of Conduct for Solicitors RELs and RFLs which required the Respondent not to mislead or attempt to mislead Client A.

16.52 As the Tribunal made a dishonesty finding it was not necessary to consider recklessness, which had been pleaded as an alternative to dishonesty within Allegation 1.2.

16.53 The Tribunal considered the alleged breach of Principle 5 in line with the case of *Wingate v SRA* [2018] EWCA Civ 366[2]. The Respondent failed to respond to the numerous attempts made on behalf of Person B to recover costs and interest from Client A, whether in a timely manner or at all, despite knowing that the liability had arisen from his own negligence in missing the deadline to file Points of Dispute. That failure occurred over a period of at least seven months ,and resulted in further costs and interest being incurred to the detriment of Client A. The Respondent therefore failed to uphold the higher standards which both society and the profession expected from a solicitor.

16.54 The effect of his actions was that Client A was required to pay an additional sum of £4,247.77 in relation to interest and costs, and had to set aside a Final Charging Order, all of which was avoidable. Client A also lost the opportunity to challenge Person B's Costs Schedule and so achieve a reduction in the amount of the primary costs for which it was liable.

[2] **See Paragraph 15.26 above**.

16.55 When corresponding with Client A and advising it to make payments to Person B in relation to costs and interest, the Respondent omitted to disclose that it was his failure to serve Points of Dispute that had led to the Certificate being obtained. The Respondent also did not disclose that his actions had directly led to increased costs and interest being incurred, which could give rise to a claim against him by Client A.

16.56 The Tribunal found that the Respondent must have been aware of at least one of the GCS emails received by him during the summer of 2021 in order to know that interest was being enforced, as he included that detail in his email of 3 September 2021 to Client A. A solicitor acting with integrity would have been open and honest with their client and explained fully and promptly what had happened. A solicitor acting with integrity would not advise a client to make payments in relation to costs and interest that had been incurred or increased through their own failings without complete candour.

16.57 The Tribunal found on the balance of probabilities that the Respondent breached Principle 5 of the SRA Principles 2019 which required that he act with integrity.

Previous Disciplinary Matters

17. The Respondent had no previous disciplinary findings recorded against him.

Mitigation

18. Ms Vanstone emphasised that the Respondent was devastated to have found himself before the Tribunal, and that hearing the Applicant's evidence set out had been upsetting for the Respondent.

19. The Respondent accepted the seriousness of the misconduct alleged by the Applicant, and subsequently found proved by the Tribunal, and he understood that his ability to practise moving forward was in jeopardy.

20. The Respondent intended to bear the costs of reimbursing Client A for the interest that accrued. The Respondent's former firm had repaid this sum to Client A and, as the Firm owed the Respondent monies following his departure from the Firm, it would be deducted from the amount he received.

21. The Respondent had an unblemished career over 28 years, with no adverse regulatory history. Ms Vanstone submitted that the Respondent's misconduct was a single episode born out of desperation when he was unable to stay on top of an unsustainable workload. Ms Vanstone referenced the working conditions of which the Tribunal had heard credible evidence from the Respondent.

22. Ms Vanstone referenced the Tribunal's Guidance Note on Sanction (11th Edition February 2025) in which it was stated that particular matters of personal mitigation that may be relevant, and may serve to reduce the nature of the sanction, and/or its severity, include circumstances in which the working conditions of the Respondent are said to be a causative factor in the misconduct.

23. Ms Vanstone referenced the case of *SRA -v James* [2018] EWHC 2058 (Admin) and submitted that the Tribunal was not precluded from considering the Respondent's

working conditions as part of its assessment of the nature of the dishonesty found and in determining whether exceptional circumstances apply.

24. The Respondent was said to have demonstrated significant insight and remorse and Ms Vanstone submitted that it should not be held against him that he had contested the allegations. The Respondent had cooperated with the SRA throughout its investigation and with the Tribunal during the proceedings.

25. Ms Vanstone invited the Tribunal to impose the least restrictive sanction necessary in the circumstances, and submitted that whilst confidence in the profession as a whole is of primary importance, if informed as to the context of the Respondent's misconduct and his working conditions, public confidence would not be undermined by a suspension order being imposed on the Respondent.

26. Ms Vanstone submitted that a strike off would therefore be disproportionate and invited the Tribunal to impose a suspension order on the Respondent.

Sanction

27. The Tribunal considered the Guidance Note on Sanction (11th Edition February 2025). and the proper approach to sanctions as set out in *Fuglers and others v SRA* [2014] EWHC 179. The Tribunal's overriding objective when considering sanction, was the need to maintain public confidence in the integrity of the profession.

28. In determining sanction, the Tribunal's role was to assess the seriousness of the proven misconduct and to impose a sanction that was fair and proportionate in all the circumstances. In determining the seriousness of the misconduct, the Tribunal considered the identifiable culpability and harm, together with the aggravating and mitigating factors that existed.

29. The Tribunal approached its determination of the Respondent's level of culpability regarding the misconduct found proven in the context of his experience and seniority. The Respondent was a Partner and held a senior role in the delivery of services for Client A. It was within his discretion to ensure effective delegation on the file in question, and the Tribunal considered that it was unacceptable to lay the blame for the failings on the lack of sufficient time both in respect of his initial failure to serve the Points of Dispute and his subsequent failure to take appropriate action and notify Client A in relation to the issuance of the Default Costs Certificate and its consequences. The Tribunal considered that the Respondent was directly responsible for his actions, having adopted a '*head in the sand'* approach to Client A's matter.

30. The Respondent's primary motivation was avoiding owning the errors made on the file, and his secondary motivation was to minimise the time needed to deal with the file and to resolve the problems that had arisen from his omissions. Had the Respondent '*grasped the nettle,'* he could have resolved the issues arising from the Default Costs Certificate and reduced his overall work burden. Instead, he created more work for himself repeatedly by causing Person B to escalate matters.

31. The Tribunal found that the Respondent's original error on Client A's matter was unplanned and spontaneous, however his continued failure to remedy the situation when

provided with multiple opportunities to do so by GCS, and when in possession of facts and information that Client A needed to be made aware of as a priority to ensure that their position was protected, represented deliberate conduct. Such engagement with the file as did occur represented an attempt by the Respondent to cover his tracks.

32. The Tribunal found that the Respondent's level of culpability was high.

33. In considering the extent of the harm that was intended or might reasonably have been foreseen to be caused by the Respondent's misconduct, Client A suffered harm when the Respondent missed the opportunity to reduce the original costs award ordered against Client A through the failure to serve the Points of Dispute in time, and by his subsequent failure to take appropriate action which allowed interest to accrue. Therefore, the consequences that could have arisen, and did arise, from the Respondent's acts and omissions were entirely foreseeable. The Tribunal noted, when determining the level of harm, that the Firm ultimately repaid to Client A the amount that had accrued in interest.

34. The Respondent's repeated failure to respond to emails in the course of the matter, and his failure to communicate candidly with Client A (and as a minimum notify it of the Default Costs Certificate with clarity as to the circumstances in which it had arisen) harmed the reputation of the profession.

35. The greater the extent of the Respondent's departure from the complete integrity, probity and trustworthiness expected of a solicitor, the greater the harm to the legal profession's reputation. In this case the Tribunal found that the Respondent had acted dishonestly and misled Client A, therefore the level of harm was high.

36. Taking into consideration the Respondent's culpability, and the level of harm caused, the Tribunal concluded that the seriousness of the Respondent's misconduct was high.

37. The Tribunal found that in the period between the Respondent's emails to Client A on 30 April 2021 and 26 November 2021 his misconduct was deliberate, calculated and repeated. This was an aggravating feature.

38. The main aggravating feature of the Respondent's conduct was the finding of dishonesty. The Respondent had failed to provide accurate information to Client A in relation to its liability to pay costs and interest. The Tribunal had made findings as to the Respondent's knowledge of the costs position in the proceedings; the Respondent had numerous opportunities over a lengthy period to be open and frank with Client A but failed to take them.

39. The Tribunal considered the factors detailed by Ms Vanstone that were said to mitigate the seriousness of the misconduct. The misconduct was said to have occurred against a backdrop of an unsustainable workload, and the Tribunal had heard evidence from the Respondent regarding his working conditions.

40. The Tribunal noted that matters of purely personal mitigation are of no relevance in determining the seriousness of the misconduct. However, they are considered by the Tribunal when determining the fair and proportionate sanction.

41. The Tribunal considered the submissions made on behalf of the Respondent regarding his exemplary professional history and noted that the Respondent had a previously unblemished career. It was apparent from the character references submitted that the Respondent was very well regarded by colleagues and clients. The Respondent's usual ethical approach to his professional and family life was commended.

42. The Tribunal next considered the purpose for which sanctions are imposed, noting that an important purpose of a sanction is to maintain the reputation of the solicitor's profession (*Bolton v The Law Society* [1994] 1 WLR 512). The Tribunal further determined that the reputation of the profession was undermined in the circumstances detailed within the proven allegations.

43. The Tribunal having determined that the Respondent's conduct was dishonest, observed that a finding of dishonesty would, absent exceptional circumstances, require an order striking the solicitor from the roll.

44. The Tribunal had been referred to the Respondent's working environment both as context for the misconduct and also as a ground constituting exceptional circumstances. The Tribunal was assisted by Guidance Note on Sanction (11th Edition February 2025) which cited Flaux LJ in the case of *SRA -v James* [2018] EWHC 2058 (Admin):

> "*….in my judgment, pressure of work or extreme working conditions whilst obviously relevant, by way of mitigation, to the assessment which the SDT has to make in determining the appropriate sanction, cannot either alone or in conjunction with stress or depression, amount to exceptional circumstances. Pressure of work or of working conditions cannot ever justify dishonesty by a solicitor…..*"

45. Having considered the authorities, in particular: *Solicitors Regulation Authority v Sharma* [2010] EWHC 2022 (Admin) and *SRA -v James* [2018] EWHC 2058 (Admin), the Tribunal could not find any exceptional circumstances justifying any lesser sanction. The Tribunal determined that in the absence of exceptional circumstances the only appropriate and proportionate sanction, in order to protect the public and maintain public confidence in the integrity of the profession and the provision of legal services, was to order that the Respondent be struck off the Roll.

Costs

46. Mr Griffiths applied for costs on behalf of the Applicant and referred the Tribunal to the Applicant's Statement of Costs dated 25 February 2025. The Applicant claimed its costs in the amount of £31,835.74. The Applicant had succeeded in the majority of its case with the most serious allegations found proved, and Mr Griffiths submitted that the costs claimed were reasonable and proportionate.

47. Ms Vanstone submitted that the breakdown of the costs claimed in the Applicant's schedule was insufficient, so as to preclude informed comment regarding duplication between the various fee earners and the internal SRA staff who had prepared the case, and also in respect of the various hourly rates that applied to the fee earners at Mr Griffiths' firm, particularly in view of the fact that a fixed fee applied to its work on behalf of the SRA.

48. Ms Vanstone confirmed that no statement of means on behalf of the Respondent had been filed pursuant to Rule 43(5) of The Solicitors (Disciplinary Proceedings) Rules 2019.

The Tribunal's Decision

49. The Tribunal assessed the Applicant's Statement of Costs in detail, guided by reference to Rule 43 of the Solicitors (Disciplinary Proceedings) Rules 2019, and had regard for the conduct of the parties (including the extent to which the Tribunal's directions and time limits imposed had been complied with), whether the amount of time spent on the matter was proportionate and reasonable and whether any or all of the allegations were pursued or defended reasonably.

50. The Applicant succeeded regarding the substance of its case and the majority of the allegations were proven. The Tribunal considered that the costs claimed by the Applicant were reasonable and proportionate. Albeit a slight reduction was warranted, in line with the observations made by Ms Vanstone, as the SRA's internal investigation costs were insufficiently particularised.

51. The Tribunal ordered that the Respondent do pay the costs of and incidental to this application and enquiry fixed in the sum of £30,835.74.

Statement of Full Order

52. The Tribunal ORDERED that the Respondent, DANIEL JAMES SKINNER, 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 £30,835.74

Dated this 19th day of June 2025
On behalf of the Tribunal

A Horne

A. Horne
Chair