

# **SOLICITORS DISCIPLINARY TRIBUNAL**

IN THE MATTER OF THE SOLICITORS ACT 1974

Case No. 12693-2024

## **BETWEEN:**

SOLICITORS REGULATION AUTHORITY LTD

Applicant

and

NIGEL JOHN WELLER

Respondent

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Before:

Mr G Sydenham (in the chair)

Mr R Nicholas

Mr C Childs

Date of Hearing: 24– 26 June 2025

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## **Appearances**

Thomas Walker, Barrister, Blake Morgan LLP of Apex Plaza, Forbury Road, Reading, RG1 1AX, instructed by the Applicant.

Michael Fullerton, Barrister, Church Court Chambers, Central Court 25 Southampton Buildings, London WC2A 1AL, for the Respondent.

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## **JUDGMENT**

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## **Allegations**

1. The allegations against the Respondent, made by the Solicitors Regulation Authority (“SRA”), are that, while in practice as a solicitor at Nigel Weller & Co, (“the Firm”) he:
  - 1.1 Between 1 November 2021 and 28 January 2022, while acting for Client A and Client B in a criminal matter where Legal Aid Representation Orders (“LAROs”) were in place to cover their legal costs and expenses, requested from Clients A and/or B payments in relation to his costs and/or expenses in respect of their matter contrary to the Criminal Legal Aid (Remuneration) Regulations 2013 (as amended) (“the 2013 Regulations”) and in doing so breached any or all of Principles 2, 4 and 5 of the SRA Principles 2019 (“the Principles”) and Paragraph 1.2 and 1.4 of the SRA Code of Conduct for Solicitors, RELs and RFLs (“the Code”):

### NOT PROVED

- 1.2 Between 4 January 2022 and 28 January 2022, while acting for Client A and Client B in a criminal matter where LAROs were in place to cover their legal costs and expenses, accepted cash payments totalling £6,000 in respect of his costs and/or expenses, contrary to the 2013 Regulations and in doing so breached any or all of Principles 2, 4 and 5 of the Principles and Paragraphs 1.2 and 1.4 of the Code.

### NOT PROVED

- 1.3 In respect of the payments received referred to in Allegation 1.2, failed to promptly pay the £6,000 into a client account. And in doing so breached any or all of Principle 2 of the Principles, Rule 2.3 of the SRA Accounts Rules 2019 (“the Accounts Rules”), Paragraph 4.2 of the Code.

### PROVED

- 1.4 In respect of the payments received referred to in Allegation 1.2, failed to carry out appropriate due diligence and source of funds checks when accepting the cash payments and in failing to do so, breached Principle 2 of the Principles.

### PROVED

## **Executive Summary**

2. On 14 March 2022, the SRA received a report concerning the Respondent’s conduct while representing two legally aided clients (Client A and Client B) in criminal proceedings. It was alleged that the Respondent advised the clients that their Legal Aid Representation Orders would not fully cover his costs and requested additional cash payments from them.
3. The SRA wrote to the Respondent in March 2022 requesting his observations on the report, to which following his response, the SRA commenced a formal investigation and referred the case to the Tribunal on 28 June 2024.

4. The Respondent accepted that during the January 2022 trial at Southampton Crown Court a total of £6,000 in cash was handed to him in a car park by Client A's brother in law. This was against the backdrop of a Crown Court Restraint Order restricting access to the clients' assets.
5. The Respondent maintained that the payments were for unrecoverable expenses, permitted under the Legal Aid contract, and provided by a third party. He stated the funds were held securely pending assessment by the Legal Aid Agency and denied any regulatory breach, including the obligation to operate a client account or conduct due diligence on the third party.
6. The allegation of failing to pay the funds into a client account was found proved to the requisite standard. The Tribunal concluded that while this breached Rule 2.3 of the Accounts Rules, there was no breach of the SRA Principles or Code of Conduct. In addition, the Tribunal found to the requisite standard, that the Respondent had failed to carry out the required due diligence and source of funds checks concerning the funds received from the third party in breach of the Principle 2. The remaining allegations, including those involving dishonesty and integrity, were not proved.

### **Sanction**

7. [The Respondent was reprimanded.](#)

### **Documents**

8. The Tribunal considered all of the documents in the case contained in the electronic case bundle which included:
  - The Applicant's Rule 12 Statement dated 1 October 2024
  - The Respondent's Answer to the Rule 12 Statement dated 2 December 2024
  - The Respondent's Second Statement dated 21 June 2025

### **Preliminary Matters**

9. At the outset of the hearing, Mr Fullerton informed the Tribunal that there was an oblique reference to himself within the bundle and occasional references to 'MF' in conference notes, as he had previously acted for one of the defendants in the underlying matter. Although he was now instructed by the Respondent in the present proceedings, he confirmed that this did not give rise to any conflict of interest. He also stated that he had no knowledge of the £6,000 which was the subject of the present claim.
10. Mr Fullerton made three unopposed applications:
  - (a) Permission to admit a second witness statement dated 13 June 2025. This statement arose out of unused disclosure and was served two to three weeks before the hearing. Tribunal permission was required because of its late service.
  - (b) Permission for the Respondent's long-term secretary, Ms Pam Hughes, to be permitted to assist the Respondent during the proceedings with the operation of the digital bundle, given that he was not computer literate.

- (c) Permission for the Respondent to be permitted to take short, regular comfort breaks during the hearing.

### Decision of the Tribunal

- 11. The Tribunal granted all of the applications made on behalf of the Respondent.

### **Factual Background**

- 12. The Respondent was born on 5 February 1953 and is a solicitor, having been admitted to the Roll on 1 October 1977.
- 13. At the material time the Respondent was the sole director of the Firm, practising criminal law.
- 14. The Respondent holds a current Practising Certificate, free from conditions.

### **Witnesses**

- 15. The written and oral evidence of witnesses is quoted or summarised in the Findings of Fact and Law below. The evidence referred to will be that which was relevant to the findings of the Tribunal, and to facts or issues in dispute between the parties. For the avoidance of doubt, the Tribunal read all of the documents in the case and made notes of the oral evidence of all witnesses.
- 16. The following witnesses gave oral evidence:
  - (a) Heidi Maskelyne – Called by the Applicant;
  - (b) Joe Sisson - Called by the Applicant;
  - (c) Person E– Called by the Applicant;
  - (d) Bethany Prior – Called by the Applicant;
  - (e) The Respondent; and
  - (f) Gilles Ward - Called by the Respondent.

### **Findings of Fact and Law**

- 17. 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 their private and family life under Articles 6 and 8 of the European Convention for the Protection of Human Rights and Fundamental Freedoms.
- 18. For the avoidance of doubt, the Tribunal read all the documents in the case and listened carefully to the parties' submissions. The absence of any reference to particular material or specific submissions should not be taken to indicate that they were not considered.

19. With reference to dishonesty, the Tribunal applied the test set out at paragraph 74 of [Ivey v Genting Casinos \(UK\) Ltd t/a Crockfords \[2017\] UKSC 67](#)

#### The Applicant's Case

20. The Applicant's case is set out in the Rule 12 Statement dated 1 October 2024 which can be found here. [\[Click Here\]](#)

#### The Respondent's Case

21. Mr Weller received £6,000 in cash while acting for Client A and Client B in criminal proceedings. The payments were made under an oral agreement with the clients. Mr Weller believed the funds were intended to cover travel, accommodation, and subsistence expenses that would not be recoverable under the Legal Aid Agency (LAA) scheme due to his non-local status.
22. The funds were provided by a third party, believed to be Client A's brother-in-law, and were held securely in Mr Weller's office safe pending assessment by the LAA. The payments were intended for legal fees but were not deposited into a client account or used by the firm. The Respondent did not issue written client care letters, cost estimates, or correspondence confirming the arrangement. No formal application for prior authority was made in respect of his own expenses.
23. He did not carry out due diligence on the third party who provided the funds.
24. He also advised Client B informally on her potential matrimonial interest in assets subject to restraint. He accepted that no written advice was given, no Legal Aid application was made on her behalf, and he did not hold a family contract. The funds were partly intended to cover this advice, although he was disinstructed before any formal steps could be taken.
25. Following the refusal of his expense claims by the LAA and the termination of his instructions, he retained the funds. He did not notify the clients or the third party of the outcome of the claims or offer a refund. However, the money remained untouched and available for return. He maintained that there was no intention to conceal the arrangement or convert the funds for personal use.
26. The funds did not constitute client money. Clients A and Client B were in no position to provide any funds since they were made the subject of a Crown Court Restraint order in respect of their assets. The funds received were provided by a third party Person C (the brother in law of Client A) to whom, in his view, the Accounts Rules did not apply. He acknowledged that the full details of Person C were not taken before the payments were received but stated that he had met him at court. He later received correspondence from Trading Standards concerning the funds and responded to confirm their source.
27. The Respondent denied any dishonesty or lack of integrity, and maintained that his actions were motivated by a desire to support his clients and ensure continuity of representation in a complex and lengthy trial.

### The Tribunal's Findings

28. The Tribunal considered the evidence presented by the parties, including oral evidence heard, documentary exhibits, and the Respondent's written responses. It also took into account the relevant provisions of the 2013 Regulations, the Principles, the Code and the Accounts Rules.
- 28.1 **Allegation 1 - In relation to Allegation 1.1, the Tribunal accepted that the Respondent had requested payments from Clients A and/or B. This was not in dispute.**
- 28.2 The central issue for the Tribunal was whether the payment request breached the 2013 Regulations. Although it heard oral evidence from witnesses knowledgeable in the regulations, namely a Technical Lead at the LAA (for the Applicant) and a Costs Draftsman (for the Respondent), it nonetheless concluded that the relevant provision was ambiguous. The Tribunal accepted on the balance of probabilities that the request may have related to expenses not recoverable under the Legal Aid scheme.
- 28.3 In those circumstances, the Tribunal was not satisfied to the requisite standard that the request amounted to a breach of the Regulations. Accordingly, Allegation 1.1 was not proved on the balance of probabilities and no breach of Principles 2, 4, or 5, or Paragraphs 1.2 or 1.4 of the Code, was found.
29. **Allegation 2 - In respect of Allegation 1.2, the Tribunal was not satisfied on the balance of probabilities that the acceptance of the £6,000 in cash by the Respondent constituted a breach of the 2013 Regulations. The payments were made pursuant to an informal arrangement, and the evidence as to their purpose and origin was inconclusive.**
- 29.1 The Tribunal heard evidence from Ms Heidi Maskelyne, who had reported concerns following a conversation with Client A. While she gave her evidence with conviction, the Tribunal found her to be a less than reliable witness. Her conclusions were formed rapidly, based on limited information, and influenced by a strong personal *animus* toward the Respondent, as reflected in the tone of her communications. She had no direct knowledge of the Respondent's conduct, and her account, while admissible, was hearsay and could not be tested. Client A did not give evidence.
- 29.2 In light of the ambiguity in the relevant regulatory provisions, the absence of direct evidence from either Client A or Client B, and the limited weight the Tribunal was able to attach to Ms Maskelyne's evidence, it was not satisfied that the acceptance of the payments amounted to a breach of the Regulations. Allegation 1.2 was therefore not proved to the requisite standard. Accordingly, no breach of Principles 2, 4, or 5, or Paragraphs 1.2 or 1.4 of the Code, was found.
30. **Allegation 3 - The Tribunal considered whether the funds constituted client money. It noted that the Respondent had described the funds as being held to cover expenses and potentially to deal with issues arising under the Proceeds of Crime Act. On that basis, the Tribunal was satisfied that the funds fell within the definition of client money under Rule 2.1 of the SRA Accounts Rules.**

- 30.1 The Tribunal accepted that the funds were held securely. However, Rule 2.3(c) of the Accounts Rules requires that, where funds are not paid into a client account, an alternative arrangement must be agreed in writing with the client or third party from whom or for whom the money is held. In this case, the funds were received from a third party, and no such written agreement was in place. Accordingly, the Respondent was in breach of Rule 2.3(c) of the Accounts Rules.
- 30.2 In respect of Allegation 1.3, the Tribunal found on the balance of probabilities, that the Respondent had failed to promptly pay the £6,000 into a client account, contrary to Rule 2.3 of the Accounts Rules.
- 30.3 The Tribunal considered the nature and seriousness of the breach. It was satisfied that the Respondent had not acted dishonestly, nor had he misused or concealed the funds. The breach of Rule 2.3(c) was therefore considered to be technical in nature. In light of these findings, the Tribunal did not find to the requisite standard that the Respondent had breached Principle 2 of the Principles or Paragraph 4.2 of the Code.
31. **Allegation 4 - The Tribunal considered the circumstances surrounding the acceptance of the cash payments and found on the balance of probabilities, that the Respondent failed to carry out appropriate due diligence and source of funds checks.**
- 31.2 The conversation with the third party was limited, no ID checks were undertaken, and the Respondent did not take sufficient steps to verify the origin of the funds, particularly given the size of the payment and the existence of a Restraint Order. Accordingly, the Tribunal found that Allegation 1.4 was proved to the requisite Standard.
- 31.3 The Tribunal noted that the SRA had not specifically pleaded an allegation of a breach of anti-money laundering obligations. While the facts raised concerns that might have engaged such issues, the Tribunal was bound to consider only the allegations as framed. It also took into account the context in which the funds were received by the Respondent and the fact that he had some knowledge of the source and purpose of the funds. The Tribunal concluded that, although the Respondent should have done more to satisfy himself as to the source of the funds, his conduct did not, on the balance of probabilities cross the threshold required to establish a breach of Principle 2 of the Principles.

### **Previous Disciplinary Matters**

32. There are no previous matters recorded against the Respondent's regulatory record.

### **Mitigation**

33. The Tribunal took into account the submissions made on behalf of the Respondent. It was submitted that:
- (a) The Respondent's culpability was limited to the breach of the Accounts Rules of which no harm had been caused. The funds in question remained intact and could be redirected appropriately. It was also submitted that the Respondent had acted in good faith and had not sought to benefit personally from the funds.

- (b) The Respondent has been a solicitor for 48 years and, aside from the present matter, has maintained an unblemished professional record.
- (c) There had been a previous prosecution relating to retrospective billing paperwork which was later shown to be accurate. The prosecution was dismissed. The Tribunal were urged to accept that this matter did not result in any finding of misconduct.
- (d) The Respondent was a diligent and conscientious practitioner who has specialised in animal welfare cases, including leading cases since 2006. He has been instructed in such matters since 1993 and has dealt with numerous complex and difficult cases.
- (e) The Respondent had conducted the underlying case involving Clients A and B with thoroughness and intensive preparation.

## **Sanction**

### Application to be Heard on Sanction

- 34. Mr Walker applied on behalf of the Applicant to be heard on sanction. This application was not opposed by the Respondent.
- 35. The Tribunal refused the application. The matters were not factually complex. The Tribunal as an expert body was capable of reaching its own decision on sanction with reference to its own assessment of the facts, mitigation advanced, the sanctions guidance, and its own experience.

### The Approach to Sanction

- 36. In considering sanction, the Tribunal referred to its *Guidance Note on Sanctions* (11th Edition, February 2025), and adopted the approach set out in *Fuglers and Others v SRA* [2014] EWHC 179. This required the Tribunal to assess the Respondent's culpability and the harm caused, alongside any aggravating and mitigating factors.
- 37. In determining the appropriate sanction, the Tribunal took account of the representations made on behalf of the Respondent. It was submitted that the seriousness of the proven conduct, and the absence of aggravating features, rendered a reprimand appropriate in the circumstances.

### Reason for Sanction

- 38. The Tribunal determined that the Respondent's culpability in breaching the Accounts Rules and failing to carry out due diligence and source of funds checks was low, and occurred against a unique set of circumstances. It accepted the submissions made on his behalf that no actual harm had been caused, and that the risk of harm was minimal.
- 39. In the absence of aggravating features, and taking into account the mitigation advanced on behalf of the Respondent, the Tribunal concluded that the proven breach could appropriately be dealt with by way of a reprimand.



## **Costs**

40. Mr Walker, on behalf of the Applicant, claimed costs in the sum of £31,890.00, as set out in the costs schedule dated 17 June 2025. He submitted that the costs incurred were just and reasonable, and that the proceedings were properly brought, notwithstanding that a number of allegations were not ultimately proved. He further submitted that the Applicant should not be penalised in costs as a result of some of the allegations not being upheld.
41. On behalf of the Respondent, it was submitted that the Tribunal should take into account without prejudice correspondence exchanged between the parties in February 2025. The Respondent's position at that time had been to admit one of the allegations and to accept a financial penalty. The Applicant had not accepted that proposal and had instead invited the Respondent to admit all allegations, including dishonesty, and to agree to be struck off the roll. The Tribunal was urged to adopt an approach similar to that taken in civil proceedings under CPR Part 44 when considering the appropriate costs order
42. The Tribunal considered its powers Pursuant to Rule 43(1) of the Solicitors (Disciplinary Proceedings) Rules 2019 ("the SDPR"), to make such order as to costs as it thinks fit, including the payment by any party of costs or a contribution towards costs, in such amount (if any) as it considers reasonable. It noted that such costs include those arising from or ancillary to the proceedings.
43. In accordance with Rule 43(4) of the SDPR, the Tribunal considered all of the relevant circumstances when determining the issue of costs. These included:
  - the conduct of the parties;
  - compliance with directions and time limits;
  - the proportionality and reasonableness of the time spent and costs claimed; and
  - the means of the Respondent.
44. Having considered the submissions of both parties and the relevant factors under Rule 43(4) of the SDPR, the Tribunal was satisfied that it was just and reasonable to make an order for costs in favour of the Applicant. The decision to award costs against the Respondent was based on the finding that he had breached the Accounts Rules and failed to carry out due diligence and source of funds checks.
45. In assessing quantum, the Tribunal took into account that the adverse findings concerned only the less serious matters, leaving the major allegations unsubstantiated. The Tribunal also considered the disclosure issues that had arisen during the proceedings.
46. Accordingly, the Tribunal reduced the costs claimed and ordered the Respondent to pay the Applicant's costs in the sum of £8,000.

## **Statement of Full Order**

47. The Tribunal ORDERED that the Respondent NIGEL JOHN WELLER, solicitor, be REPRIMANDED and it further Ordered that he do pay the costs of and incidental to this application and enquiry fixed in the sum of £8,000.00.

Dated this 30<sup>th</sup> day of July 2025  
On behalf of the Tribunal

*G. Sydenham*

G. Sydenham  
Chair