SOLICITORS DISCIPLINARY TRIBUNAL

IN THE MATTER OF THE SOLICITORS ACT 1974 Case No. 12692-2024

BETWEEN:

SOLICITORS REGULATION AUTHORITY LTD Applicant

and

MATTHEW STEPHEN BECKER Respondent

Before:

Mr E Nally (in the chair)
Mr J Johnston
Dr S Bown

Date of Hearing: 23 – 25 June 2025

Appearances

Matthew Edwards, counsel in the employ of Capsticks LLP.

Mr Becker represented himself.

JUDGMENT

Allegations

1. The allegations made against Mr Becker made by the Solicitors Regulation Authority Limited ("SRA") were that, whilst in practice as a solicitor at Curtis Law LLP ("the Firm"):

1.1 Between 1 December 2014 and 28 June 2016, disclosed his personal finances in relation to financial settlement on divorce in both a Form E and a Form D81 document, when he knew or ought to have known that the disclosure provided was inaccurate and /or incomplete and therefore misleading or likely to mislead:

1.1.1 The Respondent in those proceedings; and/or
1.1.2 The Family Court.

In doing so he breached any or all of Principles 1, 2 and/or 6 of the SRA Principles 2011 ("the Principles") and/or Outcomes 5.1, 5.6 and 11.1 of the SRA Code of Conduct 2011 ("the Code").

1.2 Between 1 December 2014 and 28 June 2016, caused or allowed monies to be paid into and/or out of the Firm's client account, other than in respect of an underlying transaction being undertaken by the Firm or in respect of the delivery by him of regulated services.

In so doing so he breached any or all of Principles 2 and 6 of the SRA Principles 2011 and Rule 14.5 of the SRA Accounts Rules 2011.

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

Executive Summary

3. Mr Becker denied the allegations he faced. The Tribunal found all allegations proved, including that Mr Becker's conduct had been dishonest.

4. The Tribunals findings can be accessed here:

- Allegation 1.1 - PROVED
- Allegation 1.2 - PROVED

5. Given its finding that Mr Becker had been dishonest, the Tribunal determined that the only appropriate and proportionate sanction was to strike Mr Becker off the Roll of Solicitors. The Tribunal's reasoning on sanction can be accessed below:

- Sanction

Factual Background

6. Mr Becker was aged between 40 and 41 at the time of these events. He is a solicitor who was admitted to the Roll in January 2000; he holds a current practising certificate free from conditions. The Respondent was a Partner at the Firm during the time of the alleged misconduct and the Firm's Compliance Officer for Legal Practice ("COLP").

Witnesses

7. The following witnesses provided written statements and gave oral evidence:

- Ms Harris
- Mr Dyke
- Mr Becker

8. The written and oral evidence of the 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. 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.

Findings of Fact and Law

9. 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 Becker'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.

Dishonesty

10. The test for dishonesty was that set out in Ivey v Genting Casinos (UK) Ltd t/a Crockfords [2017] UKSC 67 at [74] 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 factfinder 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."*

11. When considering dishonesty, the Tribunal firstly established the actual state of Mr Becker's knowledge or belief as to the facts, noting that the belief did not have to be reasonable, merely that it had to be genuinely held. It then considered whether that conduct was honest or dishonest by the standards of ordinary decent people. When

considering dishonesty, the Tribunal had regard to the references supplied on Mr Becker's behalf.

Integrity

12. The test for integrity was that set out in Wingate and Evans v SRA and SRA v Malins [2018] EWCA Civ 366, as per Jackson LJ:

> *"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 ... [Professionals] are required to live up to their own professional standards ... Integrity connotes adherence to the ethical standards of one's own profession".*

13. **Allegation 1.1 – Between 1 December 2014 and 28 June 2016, disclosed his personal finances in relation to financial settlement on divorce in both a Form E and a Form D81 document, when he knew or ought to have known that the disclosure provided was inaccurate and /or incomplete and therefore misleading or likely to mislead: (1.1.1) The Respondent in those proceedings; and/or (1.1.2) The Family Court. In doing so he breached any or all of Principles 1, 2 and/or 6 of the Principles and/or Outcomes 5.1, 5.6 and 11.1 of the Code.**

The Applicant's Case

13.1 Person A, who is a family member of Mr Becker, instructed the Firm in a conveyancing matter. The Firm opened a client ledger, reference 27732, in the name of Person A. The ledger balance was £0.00 on 30 July 2013, with the conveyancing matter having been completed.

13.2 Mr Becker separated from his wife, Person B, on 18 November 2014. Between 17 December 2014 and 29 June 2016, Mr Becker caused or allowed the client ledger in Person A's name to be used to hold monies to which he was personally entitled, and which were not related either to Person A, to the purchase of Property A for which the ledger was opened, or to regulated services or underlying instructions. Mr Edwards submitted that the ledger was used in such a way in order to conceal assets during Mr Becker's separation and divorce proceedings.

13.3 The funds within the 27732 client account represented undrawn profits and the proceeds of the sale of part of his interest in the Firm to Ms Lucy Atwill (a new equity partner purchasing a share in the Firm), which were owed to him by the Firm. The credit on the account with the Firm represented an asset to which he was entitled, whether or not he chose to realise it in that moment or to hold it in a personal account.

13.4 On 5 February 2015, the Firm opened a *"Divorce File – Financial Ledger only"* client ledger, with matter/client reference *"20632/002 – Becker"*. This was the file and ledger relating to Mr Becker's divorce. The last transaction recorded within that ledger is a debit of £155.77 with the reference *"M S Becker/bal due"*.

13.5 A decree nisi was pronounced on 1 April 2015. Mr Becker and Person B arranged for the division of money and property by applying by consent for a 'clean break' order

from the Family Court at Torquay & Newton Abbot. The application for the proposed consent order was signed by Mr Becker and submitted on 13 June 2016. This was approved on 15 June 2016. The Decree Absolute was granted on 22 June 2016.

13.6 An electronic funds transfer document confirmed that £23,646.02 (being the sum of the final two debits recorded in each of the two client ledgers, namely the client ledger, in the name of Person A and Mr Becker's divorce client ledger) was paid from the Firm to Mr Becker on 28 June 2016.

13.7 During a Partner's meeting at the Firm in December 2014, the Firm's senior Partner, Roger Miller, announced a profit share for the designated members of the Partnership. For Mr Becker this amounted to a personal payment from the Firm's office account in the sum of £6,000.00. At this meeting Mr Becker indicated to his fellow Partners that that he did not wish to draw any additional income from the Firm over and beyond what he would normally draw until his divorce was finalised.

13.8 Mr Miller confirmed in an interview with the SRA which took place on 7 January 2021 that whilst he authorised the payments to Partnership members, it was the cashier that was responsible for distributing the individual payments and that Mr Becker's £6,000.00 profit share was paid by way of an office to client transfer into client account 27732/3 in the name of Person A.

13.9 On 12 May 2015, the 27732 client matter ledger in the name of Person A detailed a bill totalling £4,000.00. The internal invoice associated with this payment referenced *"Mr and Mrs Becker"* and *"Property A"*. It also included references to *"disbs"* and *"monies due"*.

13.10 On 13 May 2015, £4,000.00 was transferred from this client ledger to the office account. A payment was then made to Mr Becker from the office account for the same sum.

13.11 On 1 May 2015, Ms Atwill was appointed a Designated Partnership Member of the Firm. For Ms Atwill formally to become a Designated Partnership Member it was necessary for her to buy into the practice which she did by transferring £80,000.00 into the Firm's office bank account on 28 May 2015. Those monies were distributed amongst the partners with Mr Becker receiving his share of £11,428.56 by way of an internet transfer into the 27732 client account ledger in Person A's name.

13.12 As at 21 September 2015, this being the date inserted into the Form E document, Mr Becker held £15,428.56 in the 27732 client account in Person A's name.

13.13 Additional drawings from the Firm were taken by Mr Becker for £7,000.00 and £1,000.00 on 18 December 2015 and 8 February 2016 respectively. These monies were held in the 27732 client account in Person A's name. On 13 June 2016, being the date inserted into the Form D81 document (see paragraph 62 below), Mr Becker held £23,428.56 in the 27732 client account.

Financial Statement (Form E)

13.14 During the course of Mr Becker's divorce proceedings Mr Becker completed a financial statement for a financial order under the Matrimonial Causes Act 1973/Civil Partnership Act 2004 ("Form E"). The Form E notes for guidance included the following passages:

- *The purpose of the form is to help you to provide the court with full details of your financial arrangements;*
- *Statement of Truth of the information you have provided in Form E is true. This section must be completed. You have to confirm that the information you have provided is a full, frank, clear and accurate disclosure of your financial and other relevant circumstances.*

13.15 The Form E document contained the following information/warnings:

- *Please fill out this form fully and accurately;*
- *You have a duty to the court to give a full, frank and clear disclosure of all your financial and other relevant circumstances;*
- *A failure to give full and accurate disclosure may result in any order the court makes being set aside;*
- *If you are found to have been deliberately untruthful, criminal proceedings may be brought against you for fraud under the Fraud Act 2006;*
- *The information given in this form must be confirmed by a statement of truth. Proceedings for contempt of court may be brought against a person who makes or causes to be made, a false statement in a document verified by a statement of truth;*
- *You are reminded of your obligation to disclose all your financial assets and interests of ANY nature; and*
- *Proceedings for contempt of court may be brought against a person who makes or causes to be made, a false statement in a document verified by a statement of truth.*

13.16 Section 2.3 of the Form E document requested details of:

> *"all personal bank, building society and National Savings Accounts that you hold or have held at any time in the last twelve months and which are or were either in your own name or in which you have or have had any interest. This applies whether any such account is in credit or in debit. For joint accounts give your interest and the name of the other account holder. If the account is overdrawn, show a minus figure."*

13.17 Mr Becker provided details of his Santander 123 account in this section which he outlined had a balance of £10,265.57.

13.18 Section 2.6 of the Form E document requested details of:

> *"all monies that are OWED TO YOU. Do not include sums owed in director's or partnership accounts which should be included at section 2.11".*

13.19 Mr Becker provided details of a loan he stated that he gave to Person B in the sum of £4,550.00; £2,710.00 of which he said was still outstanding.

13.20 Section 2.11 of the Form E document requested details of all business interests. Mr Becker named *"Curtis Law LLP T/A Curtis Whiteford Croker Solicitors"* as the business and set out the extent of his interest in the business as a *"17.5% shareholding as of 1 May 2015 (previously 20% shareholding)."* His estimate of the current value of his business interest was *"17.5% of balance sheet value of the business equates to 66,571.93"*. This figure appeared to have been derived from the net asset figure of £380,411 as outlined in the company accounts for the year ending April 2014.

13.21 At section 2.14 the Form E document requested details of any other assets not listed in Parts 1 to 4 above. A non-exhaustive list details *"any personal or business assets not yet disclosed, any asset that is likely to be received by you in the foreseeable future and any asset held on your behalf by a third party."* Mr Becker left this section blank except in the heading at the bottom entitled: "*TOTAL value of ALL your other assets*;" he inserted: *"£0.00"*.

13.22 Section 2.16 of the Form E document requests details of income from self-employment or partnership. Mr Becker in this section stated: *"In the last 12 months monthly drawings have varied between £2,500 - £3,000"*.

13.23 Section 2.19 of the Form E document requested details of any other income not disclosed above that was received in the past 12 months or likely to be received during the next 12 months. In this section Mr Becker simply included details of his British Gas – Feed in Tariff Income.

13.24 The Form E document contained a statement of truth which read: *"I believe that the facts stated in this statement are true and confirm that the information given above is a full, frank, clear and accurate disclosure of my financial and other relevant circumstances"*. In this section Mr Becker's name and address was typed together with the date and details of his legal representative. It was not signed; however, it was sent to Mr Becker's representative on 29 September 2015.

13.25 On 21 September 2015, the date inserted into the Form E document, Mr Becker held £15,428.56 in the 27732 client account in Person A's name. This information was not reflected in the Form E document.

13.26 On 23 January 2015, Pippa Allsop, representative for Person B, sent an email to Annemarie Richardson, representative for Mr Becker, thanking her for her previous without prejudice email and stating:

> *"With respect, I am simply not in a position to advise my client as to the merits of your client's proposals without full and frank financial disclosure. Please could you put this in hand, whereupon I will take further instructions. I suggest*

that in order to allow both parties sufficient time to comprehensively complete their respective Forms E and collate the supporting information, exchange should take place on 27 February."

13.27 On 2 February 2015, Ms Richardson responded to this email stating, amongst other things:

"Our client is prepared to give full and frank financial disclosure but considers that in light of the limited assets, full Forms E would seem unnecessary. He is currently collating his financial disclosure and we will contact you about exchange in due course."

13.28 On 5 February 2015, Ms Allsop emailed Ms Richardson agreeing that the exchange of full Forms E were not required at that stage but set out a list of specific information that they required disclosure of (CHU1, p294). Ms Allsop reserved the right to request the exchange of full Forms E subject to the outcome of the initial disclosure. Contained within that list of information requested was:

- (2.1) Details of all personal bank, building society and National Savings Accounts etc with the most recent statement showing the balance of each;
- (2.4) Details of all investments, including the latest statement of value relating to each;
- (2.6) Details of monies owed;
- (2.11) Details of business interests, including copies of the business accounts for the previous two financial years; and
- (2.16) Details of income from the partnership.

13.29 On 14 May 2015, Ms Richardson emailed Mr Becker asking him to get his Form E ready for 22 May to enable it to be exchanged on 25 May.

13.30 On 27 August 2015, Ms Allsop wrote to the Firm asking when Mr Becker would be in a position to exchange Forms E and enquiring as to whether Mr Becker's disclosure would be in the form of a full Form E, or pursuant to her email of 5 February 2015.

13.31 On 29 September 2015, Ms Richardson served by way of disclosure a copy of Mr Becker's Form E along with documentation in support. On this, in response to a question raised by Mr Becker, Ms Richardson advised Mr Becker on the basis of him being a *"normal client"*, however, concluded that email by stating *"However, you are acting in person on the divorce and it is down to you!!"*

13.32 On 23 October 2015, Ms Allsop emailed Ms Richardson identifying a number of questions/comments that had arisen following Mr Becker's financial disclosure. The email indicated that a follow up communication would be sent with a list of itemised questions.

13.33 On 26 October 2015, Ms Richardson replied to this email in the following terms:

> *"Thank you for your email dated 23 October 2015. Forms E were exchanged on 29 September and you have indicated that your client has "questions/comments" arising from our client's disclosure. Our client does not understand why, if your client is also wanting a speedy resolution to matters, it has taken until 23 October for you to identify this and why, 27 days later, we still have not received a list of the questions/comments for our client to consider and respond."*

13.34 The email reminded Ms Allsop of the without prejudice offer, supported by financial disclosure, that had been previously made and that it would remain open until 3 November 2015, when it would be withdrawn.

13.35 On 30 October 2015, Ms Allsop sent a Questionnaire to Ms Richardson seeking to obtain additional financial information from Mr Becker.

13.36 On 2 November 2015, Ms Richardson emailed Ms Allsop seeking to clarify the position as she saw it. In that email it stated:

> *"Our client is surprised by the contents of your client's Questionnaire and, as indicated above, believed your client to be considering his offer based on his previous offer which, with respect, is comprehensive. He is not prepared to answer your questionnaire at this stage, but suggests that, in an effort to reach a speedy conclusion, the parties attend mediation to discuss the issues. Further disclosure can of course be dealt with during mediation".*

13.37 On 4 November 2015, Ms Allsop replied to Ms Richardson's email stating, amongst other things:

> *"It must be noted that it is still the position that I am unable to advise my client with regard to any proposals from your client without full financial disclosure…*
>
> *However, as both you and your client are aware, it is entirely common practice in all matters such as these for there to be full and frank financial disclosure between parties. The information requested is required to meet the obligation of full financial disclosure and as such will be required before the parties enter into mediation…*
>
> *Finally, I have had sight of a text message sent to my client from your client almost immediately after my email enclosing our Questionnaire last Friday, which reads as follows "Thank you for your questionnaire. You have no idea how angry I am given all I've done for you and how you've treated me. But hey ho!" I would be grateful if you could encourage your client not to send our client personal messages which relate directly to our negotiations regarding financial settlement. It is entirely inappropriate and my client should not be made to feel intimidated either into acquiescing to your client, or into not adopting an entirely standard practice approach to obtaining full financial disclosure."*

13.38 On 30 November 2015, Ms Richardson emailed Ms Allsop. On the issue of disclosure of financial information, it stated the following:

> *"We agree with you that full and frank financial disclosure is an obligation shared by both parties. You do not seem to be aware that it is a usual step for this to be dealt with in mediation. It is, in our view, merely adding to the costs of the matter to duplicate disclosure when it could form part of the mediation process. However, if your client is adamant that mediation cannot take place without financial disclosure having first been completed, then our client I prepared to raise a Questionnaire upon your client's Form E and reply to your client's Questionnaire. We will contact you with our client's Questionnaire in due course."*

13.39 Ms Allsop responded to this email on 4 December 2015 stating (CHU1, p304):

> *"I think my point about disclosure has been misinterpreted. My assertion was not that it cannot take place as part of the mediation process, rather that without full financial disclosure I am unable to properly advise my client regarding what might be a suitable settlement before she engages in the mediation process. I hope this point is now clarified."*

13.40 On 17 December 2015, Ms Richardson disclosed to Ms Allsop Mr Becker's Questionnaire and indicated that Mr Becker was *"finalising his Replies to Questionnaire and we should be in a position to exchange these with you early in the New Year"*.

13.41 The mediation referral form completed by Ms Richardson confirmed *"In terms of financial disclosure. Forms E have been exchanged and questionnaires have been raised and are currently awaiting responses. The disclosure along with the replies will be available for the mediation."*

13.42 On 8 January 2016, Ms Allsop, sent an email to Ms Richardson which included the following paragraph:

> *"I am instructed that our clients will be attending a mediation session with John Hind next Monday (11 January 2016). For the avoidance of doubt it remains my advice that without full disclosure (either via solicitors or mediation) it will not be possible to freely negotiate or reach a final financial settlement in this matter. However, it is hoped that the outstanding issues, including full disclosure, can be addressed at the meeting."*

13.43 On 14 January 2016, Ms Richardson emailed Ms Allsop following the mediation session that took place on 11 January 2016, proposing an offer and stating, (amongst other things):

> *"I am instructed by Matthew to clarify the basis of the offer that he made to Person B at the mediation session that took place on 11 January 2016. Firstly, Person B and Matthew agreed that no further disclosure would be required by either of them and both accepted that disclosure was now complete and negotiation could take place."*

13.44 On 18 January 2016, Ms Allsop/Michelmores LLP wrote to Ms Richardson, stating, (amongst other things):

> *"…We have also received your email dated 14 January 2016. Please note that it is incorrect that the parties agreed in mediation "that no further disclosure would be required by either of them and both accepted that disclosure was now complete…" There is no such agreement, and Mr Hind's Memorandum of Understanding reflects the correct position as per the following extract from the same:*
>
> *"The mediator recommended to Person B and Matthew that hey take legal advice about:*
>
> *The extent of financial disclosure necessary to reach a financial settlement and whether there is any more essential information and documentation required before a financial settlement can be reached"*

13.45 The letter raised issues with the contents of the Form E document and requested sight of the partnership accounts together with Mr Becker's Tax Assessments and Tax Returns for the last two financial years. Proposals for resolution of the matter were then made which were conditional on the requested material being provided.

13.46 Ms Richardson, in an email to Ms Allsop on 27 January 2016, indicated that they were in a position to exchange replies to Questionnaire and would like to do so that week.

13.47 On 19 April 2016, Ms Allsop wrote to Ms Richardson stating:

> *"Clearly, the parties' respective proposals for the ultimate resolution of the matrimonial finances are greatly disparate. Whilst our client does not accept that she is entitled to any less than the fair outcome she previously proposed, she also does not have the monies or the energy to continue battling your client's anger towards her any longer. Against advice, we can therefore confirm that our client will agree to a clean break between the parties on life and death".*

13.48 On 25 April 2016, Ms Richardson sent a draft Consent Order for consideration.

13.49 On 13 June 2016, a statement of information for a consent order in relation to a financial remedy was signed by Mr Becker ("Form D81") and sent to The Family Court at Torquay and Newton Abbot.

13.50 At section 7 of the Form D81 document under the heading *"Summary of means"* it stated:

> *"The information in this section should so far as possible be correct as at the time this statement is signed."*

13.51 Capital was listed in the Form D81 document as follows:

- Property net of mortgage - £45,000.00
- Other Capital - £16,000.00
- Gross Capital - £61,000.00

13.52 The Form D81 document contained a statement of truth which read: *"I believe that the facts stated in this statement of information for a consent order are true and I have made full disclosure of all relevant facts."* In this section Mr Becker's name and address was handwritten together with the date and details of his legal representative. It was signed and dated 13 June 2016.

13.53 On 13 June 2016 Mr Becker held £23,428.56 in the 27732 client account. This money was not declared in the capital section of the form.

13.54 Mr Edwards submitted that Mr Becker had accepted that during divorce proceedings he both concealed his assets and disclosed information relating to his personal finances that he knew to be incorrect. His failure to disclose the correct information was set against the backdrop of (a) requests for full disclosure from the other side in the proceedings; and (b) repeated warnings about the conduct of providing incomplete or inaccurate information which included the risk of criminal sanction and contempt of court.

13.55 Principle 1 of the Principles required solicitors to uphold the rule of law and the proper administration of justice. Principle 2 of the 2011 Principles required solicitors (and others) to act with integrity. Principle 6 of the 2011 Principles required solicitors (and others) to behave in a way that maintains the trust the public places in them and in the provision of legal services.

13.56 In Beckwith v SRA [2020] EWHC 3231 (Admin), the Court held that, whilst the two principles were distinct, they had common themes when dealing with cases where the boundary between a solicitor's work and their private life is at issue. At paragraph 54, the Court said (emphasis added):

> *"There can be no hard and fast rule either that regulation under the Handbook may never be directed to the regulated person's private life, or that any/every aspect of her private life is liable to scrutiny. But Principle 2 or Principle 6 may reach into private life only when conduct that is part of a person's private life realistically touches on her practise of the profession (Principle 2) or the standing of the profession (Principle 6). Any such conduct must be qualitatively relevant. It must, in a way that is demonstrably relevant, engage one or other of the standards of behaviour which are set out in or necessarily implicit from the Handbook. In this way, the required fair balance is properly struck between the right to respect to private life and the public interest in the regulation of the solicitor's profession."*

13.57 Mr Edwards submitted that there were two important points which applied to both principles in slightly different ways, namely:

- Whether the conduct touches upon the solicitor's practice of the profession or the standing of the profession; and

- Whether the conduct engages a standard of behaviour set out in or implicit from the Handbook.

13.58 It was the Applicant's position that there was a sufficient connection between Mr Becker's conduct and the context in which it took place so that it could properly be said to touch upon both his practice as a solicitor and the standing of the profession. Mr Becker was a Partner of the Firm that had conduct of the divorce proceedings and described himself as such in the Form E document. He advertised himself as a specialist in matrimonial cases. Mr Becker therefore knew full well what was expected of him during the disclosure process and would have been all too familiar with the warnings as set out in the relevant financial forms. His conduct ultimately led to the court approving a consent order on the basis of information that was incorrect. This was an abuse of his position as a solicitor and an attempt to take an unfair advantage of his wife in divorce proceedings. It was conduct which clearly touched upon his practise as a solicitor and the standing of the profession.

13.59 It was also conduct which breached the standards of behaviour set out in the handbook. In completing the financial forms in the way that he did Mr Becker failed to comply with his duties to the court and put them at risk of being misled as to the true value of his capital. This amounted to an abuse of his position as a solicitor and an attempt to take an unfair advantage of his wife.

13.60 Mr Edwards submitted that Mr Becker concealed assets during his divorce. When the time came to declare those assets during the divorce process, he chose to complete and submit financial information to his wife that was incomplete and misleading. Upon being requested for full disclosure, he maintained this position. The process culminated in him applying to the court for approval of a consent order. In his application to the court, Mr Becker again provided incomplete and misleading information. The Form D81contained a statement of truth which stated, *"I believe that the facts stated in this statement of information for a consent order are true and I have made full disclosure of all relevant facts"*. Mr Becker signed this despite being aware of the fact that the information declared was not a true reflection of his capital. In the context of Mr Becker's finances the quantum that he failed to disclose was significant and could not be considered a minor discrepancy.

13.61 Paragraph 97 of Wingate stated:

> *"In professional codes of conduct, the term 'integrity' is a useful shorthand to express the higher standards which society expects from professional persons and which the professions expect from their own members… 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."* (paragraph 97)

13.62 A solicitor acting with integrity would not have (a) concealed assets during the process of his divorce; nor (b) repeatedly provided incorrect or misleading information. It ought to have been obvious to Mr Becker that to behave in this way amounted to an abuse of his position. Such a failure to behave appropriately amounted to a breach of Principle 2.

13.63 The conduct alleged also amounted to a breach by Mr Becker of the requirement to behave in a way which maintained the trust placed by the public in the profession and in the provision of legal services. The public's trust in Mr Becker and in solicitors generally was seriously diminished by a solicitor who provided information that he

knew to be false during a formal court process and where such disclosure was clearly to be relied upon. Such behaviour is a breach of Principle 6.

13.64 In providing information that he knew to be false during a formal court process that he knew would be considered and used by the court when making an order, Mr Becker failed to uphold the rule of law and the proper administration of justice. He has therefore breached Principle 1.

13.65 Mr Edwards submitted that Mr Becker, in concealing his assets during his divorce and completing and submitting financial information to the court that was incomplete and misleading, had provided misleading information to the court and took unfair advantage of his wife. He therefore failed to achieve outcomes 5.1, 5.6 and 11.1 of the Code.

Dishonesty

13.66 Mr Becker concealed assets during his divorce. In both the Form E and Form D81 documents, Mr Becker advanced a position in respect of his financial position that he knew to be false. This is on the basis that Mr Becker did not declare assets that he was holding within the Firm. Almost immediately after the divorce proceedings had concluded, Mr Becker transferred the funds from the Firm's account into his personal bank account.

13.67 Mr Becker was dishonest in accordance with the test laid down in *Ivey*:

- He knew that he was holding significant sums of money (in excess of £15,000) in an account held by the Firm on 21 September 2015; and
- He knew that he was holding significant sums of money (in excess of £20,000) in an account held by the Firm on 15 June 2016;

13.68 Despite knowledge of the above facts, Mr Becker chose to conduct himself and disclose information to both Mr Becker in those proceedings and the court in a way that ignored or disregarded those facts. Ordinary decent people would regard such conduct to be dishonest.

The Respondent's Case

13.69 Mr Becker denied allegation 1.1.

13.70 Mr Becker explained that he met Person B in January 2008. They embarked upon a relationship, during which Person B continued to study in order to qualify as a solicitor. In September 2009, Person B and her son began living with Mr Becker. She made no financial contribution. Whilst Mr Becker believed that Person B was in receipt of benefits at that time, her financial position was not discussed. They got married in September 2010, by which time Person B had completed her vocational education. Person B secured a training contract to commence in September 2011, however due to her pregnancy, it was deferred to September 2012.

13.71 Mr Becker explained that in November 2014, Person B informed him that she wanted a trial separation and that she intended to return to her parents the following day. This

came as a surprise to Mr Becker who had had no reason to consider that Person B was unhappy in their marriage. Mr Becker described that despite his attempts to reconcile, it became clear by December 2014 that Person B did not intend to return to the marital home or continue the marriage. The realisation that his marriage was over was a shock to Mr Becker, causing him to consider his next steps, including in his career. He explained, in a partners meeting, that he was considering leaving law and the partnership. He was informed by Mr Miller that should he leave, he would need to pay his share of the Firm's debt. At that time, the Firm had borrowings in the region of £500,000. Mr Becker considered that the level of debt meant that his share was significantly impacted. This remained his view for a considerable period of time, and well after his divorce was finalised.

13.72 Mr Becker recalled a conversation in which Mr Miller stated that the partners could take additional drawings due to there being a surplus of monies in the Firm's VAT account. Mr Becker stated that it would have been pointless taking additional drawings if he was going to be asked to return monies were he to leave the Firm. Accordingly, he told Mr Miller that he did not wish to take any additional drawings for the time being and for those monies to be retained in the Firm. Part of his reasoning in not wanting to draw that money was that it would be available to draw should, for example, reduced drawings be proposed in the future.

13.73 Mr Becker stated that at no point did he leave the monies in the Firm in order to hide those monies from his wife.

13.74 Mr Becker explained that in early May 2015, he drew £4,000 in order to purchase a new car. Those monies were paid to him from the Firm's office account. In the same month Ms Atwell bought a share in the Firm. When discussing the purchase with Mr Miller, Mr Becker asked that his share of the proceeds be retained. At the time he was still conscious of the debt that would need to be repaid were he to leave the Firm.

13.75 As to the completion of the Form E, Mr Becker stated that it was his understanding and belief that the use of Form E's was informal and outside of the court process, and the forms were simply being used as a template to assist each other with reaching settlement. He completed my Form E as honestly as he could, based on the information that was available to him at the time, in particular by reference to the Firm's accounts which were up to date to 30th April 2014 and were provided to the Firm by its accountants in January 2015. Mr Becker stated that this was the only information available to him at the time in dealing with the valuation of his interest in the Firm.

13.76 Mr Becker accepted that he had not included details of his partnership capital account and that with hindsight he should possibly have done so. He explained that he did this in the knowledge that he had been told that it would not be possible for him to leave the firm without accounting for his share of the firm's indebtedness, so his capital account would be reduced by the amount of his share of the debt to the Firm's lenders, for which he had signed a personal guarantee to the sum of £125,000. Mr Becker stated that reflecting now, ten years after the event, he was wrong in his belief and acknowledged that he should probably have taken better advice at the time.

13.77 Mr Becker directed the Tribunal to an email he had sent to his representative on 22 September 2015 in relation to the disclosure for Form E in which he stated (in relation to questions around disposal of the business and CGT):

> *"I've no idea what the position would be on disposal of the business. It's not a business I can dispose of without repaying my PG to the bank which would grossly exceed the value of my interest in the LLP. Further it cannot be disposed of outside of the current partnership - i.e. I couldn't elect to sell it to anyone who might be interested in acquiring a share in a solicitor's practice."*

13.78 Mr Becker submitted that the above evidenced his belief and state of mind at the time and was strong evidence that he genuinely believed what he had been told about having to repay his portion of the debt and his inability to sell his share of the business without the other partners agreement. To put it bluntly, Mr Becker stated that he did not see the firm as an asset of value, it was simply one which paid him a modest income that he believed he could not get out of without repaying a lot of money.

13.79 Mr Becker stated that he completed the Form E as honestly as he could in the circumstances. When completing the Form E he had in mind that he had made an offer to Person E and she had indicated that she was likely to accept the offer. The Form Es exchanged were not filed with the court, and neither Form was fully completed Form Es. Even though it was not signed, Mr Becker stated that he genuinely tried to complete it to the best of his ability and in a way that could be justified by reference to accounts that were available.

13.80 As regards the Form D81, Mr Becker stated that he completed it to the best of his ability. He accepted that at the time of completion, other partners had drawn funds that he had not taken, both in terms of additional drawings and capital paid when Ms Atwill bought into the Firm. Mr Becker had never sought to deny that was the case. It was further accepted that had he drawn those funds entirely then potentially, (had the funds not been spent them to discharge the borrowings he had incurred since shortly before the marriage ended) then he could have had a further £23,000 in other capital.

13.81 Mr Becker stated that in his opinion, even if Person B was aware of the undrawn capital, it would have made no difference to the outcome of the financial settlement, as she would not want to have been questioned in court about her lack of financial contribution to the marriage and would not want to go through court proceedings.

13.82 Mr Becker informed Mr Miller that his divorce had been finalised. Mr Miller asked him whether he wanted to draw the undrawn capital and told Mr Becker that the monies had been retained in his relative Person A's client account. Mr Becker stated that he was horrified to hear that the monies had been retained on the client account; he was not aware that they had been placed there until that time. Mr Becker explained that he immediately realised that placing the monies on client account was a breach of the accounts rules, but that he did not know how best to deal with it.

13.83 He accepted, with hindsight, that he should have taken a different approach, however and informed the SRA, the Firm's accountants and or Mrs Richardson. At the time he was concerned about the divorce being re-opened together with the stress of the end of his relationship, so he took the easy way out.

13.84 Mr Becker denied that he had ever been dishonest when completing the Form D81 and Form E. At the time those forms were completed, he was not aware of the monies being held on client account on his behalf, and he held the genuine and honest belief that his interest in the Firm was affected by the level of the Firm's debt.

13.85 Mr Becker denied that he abused his power as a solicitor. He was represented in the financial aspects of the divorce proceedings as was Person B. His position was therefore no different to a lay client who was independently advised.

The Tribunal's Findings – Allegation 1.1

13.86 It was clear on the face of both the Form E and the D81 that Mr Becker had failed to declare his capital account at the Firm.

13.87 Whilst the Form E had not been signed by Mr Becker, he accepted that it had been completed by him and passed to his representative to be sent to Person B's representative. There was no information on that Form detailing the monies contained in his capital account, notwithstanding that at that time, the capital account retained within the Firm held in excess of £15,000.

13.88 At section 2.11 of the Form E, Mr Becker was required to disclose:

> *"Total amount of any sums owed to you by the business by way of a director's loan account, partnership capital or current accounts or the like. Identify where these appear in the business accounts"* (Tribunal's emphasis)

13.89 This section had been left blank by Mr Becker. Further, there were other sections of the Form E where Mr Becker could have detailed the monies retained within the Firm in his capital account, but he failed to do so.

13.90 In his evidence, Mr Becker stated that he had not included those sums as he considered them not to be an asset, given the debt that the Firm owed. The Tribunal determined that if that were the case, Mr Becker would have detailed both the sums in his capital account and his share of the Firm's debt.

13.91 During cross examination Mr Becker stated that he had provided for Person B for 6 years and had been used by her. He had taken her in, married her and taken her son on as his own. When she had bettered herself, she walked out with no explanation; he was not prepared to allow her to carry on using him. He did not consider his interest in the Firm to be a matrimonial asset – he was a partner in the Firm before they met and Person B had not brought anything to that.

13.92 Mr Becker also stated that he considered the Form E to be informal and voluntary. The Tribunal found that whilst that might have been the case, that did not entitle him, as a solicitor, to complete it inaccurately. He knew that the Form E was to be used in the financial settlement and was going to relied on by Person B. Form E contained numerous warnings regarding the accuracy with which it needed to be completed. The fact that it was *"informal and voluntary"* did not negate those warnings.

13.93 By the time that Mr Becker signed the D81, he held in excess of £23,000 in the Firm. He failed to detail in the Form D81 the monies retained on his behalf by the Firm. As with the Form E, Mr Becker could have included those capital sums as well as his share of the Firm's debt on the Form D81 but he failed to do so.

13.94 The Tribunal noted that it was very shortly after the Decree Absolute was granted on 22 June, that Mr Becker withdrew all of the monies retained for him at the Firm. Whether or not he was aware those monies were held on client account, he knew that those monies were held by the Firm. He knew that he had additional drawings, which he had specifically asked were not paid to him, and he knew that he had the monies for his share of the buy in to the Firm from Ms Atwell. Those monies, the Tribunal found, should have been declared both in the Form E and the Form D81. The Tribunal found that his failure to do so was a conscious and deliberate act in circumstances where he considered that the offer made to Person B was reasonable and fair, and where he did not consider his interest in the Firm to be a matrimonial asset, Person B, in his view, having made no contribution to that or to his position as a partner.

13.95 The Tribunal found that in conducting himself as he did, Mr Becker had diminished the trust placed in him and in the provision of legal services. Members of the public would not expect a solicitor to complete forms in an inaccurate or misleading manner when those forms were going to be relied upon. Accordingly, the Tribunal found that his conduct was in breach of Principle 6 as alleged.

13.96 In providing information that he knew to be misleading, Mr Becker had failed to uphold the rule of law and the proper administration of justice in breach of Principle 1.

13.97 Such conduct also amounted to a lack of integrity. A solicitor acting with integrity would not have completed forms that were being used as part of a court process in an inaccurate and misleading manner. Nor would a solicitor acting with integrity fail to disclose assets there ought to have been disclosed on the basis that the offer made (in the ignorance of Person B of those assets) was considered by Mr Becker to be fair. It was no defence to state that even if Person B knew of those assets, it would have been unlikely to affect the settlement agreed. That outcome made no difference to his requirement to disclose. Accordingly, the Tribunal found that Mr Becker's conduct lacked integrity in breach of Principle 2.

13.98 Given the Tribunal's findings, it followed that Mr Becker's conduct failed to achieve Outcomes 5.1 and 5.6 of the Code which required him not to attempt to deceive or recklessly mislead the Court and to comply with his duties to the Court.

13.99 The Tribunal found that Mr Becker had taken unfair advantage of Person B. He knew that he had assets held on his behalf within the Firm; Person B did not. He entered into a settlement agreement in the knowledge of those funds and in the knowledge that Person B would not be able to discover those funds. Person B agreed to the settlement agreement whilst ignorant of that capital. This, the Tribunal determined, took advantage of Person B. In doing so, Mr Becker failed to achieve Outcome 11.1 as alleged.

Dishonesty

13.100 The Tribunal considered what information Mr Becker knew at the time of the completion of the forms. He knew:

- By 21 September 2014 that he had in excess of £15,000 retained on his behalf in the Firm's accounts;
- He had not declared that capital in the Form E;
- He had specifically requested that his additional drawings were not paid to him;
- Person B was not aware that he had additional drawings that were being retained by the Firm;
- By 13 June 2016, the Firm was holding in excess of £23,000 on his behalf;
- He had not declared this capital in the Form D81 which the Court would be relying on when considering the settled position;
- Person B was not aware that these monies were being held by the Firm on his behalf.

13.101 The Tribunal determined that Mr Becker had deliberately concealed those funds as he considered that Person B had "used" him, and that the offer made by him was fair. He stated he did not consider his interest in the Firm to be a matrimonial asset as Person B had made no contribution to it – he was a partner in the Firm before he met Person B. The proximity of his withdrawal of those funds to the conclusion of the divorce proceedings was telling and informative. The Tribunal would have expected, in circumstances where Mr Becker was unaware of those monies, for him to have at the very least contacted Ms Richardson and/or the Court to correct the misinformation and inform them of those capital sums. He did neither.

13.102 The Tribunal found that ordinary and decent people would consider it dishonest for a solicitor to knowingly complete forms in an inaccurate and misleading manner in order to conceal assets in divorce proceedings. Accordingly, the Tribunal found Mr Becker's conduct to have been dishonest as alleged.

14. **Allegation 1.2 - Between 1 December 2014 and 28 June 2016, caused or allowed monies to be paid into and/or out of the Firm's client account, other than in respect of an underlying transaction being undertaken by the Firm or in respect of the delivery by him of regulated services. In so doing so he breached any or all of Principles 2 and 6 of the SRA Principles 2011 and Rule 14.5 of the SRA Accounts Rules 2011**

<u>The Applicant's Case</u>

14.1 As detailed at allegation 1.1, Mr Becker retained money belonging to him within the Firm, which was paid into the 27732 client account ledger in Person A's name. Between

18 December 2014 and 28 June 2016, five payments totalling £27,428.56 were paid into this account which attracted interest in the sum of £61.69.

14.2 Roger Miller outlined in his interview with the SRA that:

> *"… I was aware there was some conversation with Matthew Becker at some time. I can't say when. Whether he made it clear that he had put money in a ledger card in [Person A's] name, because basically he was trying to avoid it in his divorce case… But I can't say when that conversation took place".*

14.3 Joanna Leigh Harris, a cashier in the Firm's Finance Department, recalled a conversation she had with the with Mr Becker in December 2014, in which he asked for his profit share to be paid into Person A's client account. Ms Harris understood that Mr Becker made this request as he did not want this money going into his joint bank account due to the fact that he was going through a divorce at the time. She understood that the £6,000 would have been paid to Mr Becker *"soon after the December 2014 meeting"*.

14.4 Mr Becker made the same request of Ms Harris for the monies owed to him after Lucy Atwill bought into the partnership. Ms Harris processed the transaction from the Firm's office account to Person A's client account.

14.5 Ms Harris outlined that at the time she was asked to make these transfers Mr Becker was *"my boss, he was a partner and, in part, it was his Firm therefore he told us what to do with the money"*.

14.6 Mr Edwards submitted that there was no proper basis for the transfer of these funds to the client account. The funds were not client funds related to a purchase of Property A.

14.7 Mr Becker utilised the 27732 client account ledger in Person A's name for his own benefit in circumstances where he was trying to conceal assets from his wife. This involved depositing assets derived from the Firm into the account and making withdrawals by bank transfer to his personal bank account. There was no proper basis for the transfer of these funds to the client account. The funds were not client funds related to a purchase of Property A. Mr Becker therefore breached Rule 14.5 of the SRA Accounts Rules 2011.

14.8 A solicitor acting with integrity would not have used his position at the Firm to hold assets in the Firm's client account to assist him in concealing those assets during his ongoing divorce. Mr Becker was fully aware of the improper steps that he was taking and such a failure to behave appropriately amounted to a breach of Principle 2.

14.9 The conduct alleged also amounted to a breach by Mr Becker of the requirement to behave in a way which maintained the trust placed by the public in the profession and in the provision of legal services. The public's trust in Mr Becker and in solicitors generally is seriously diminished by a solicitor who utilises the client account to conceal assets. Such behaviour breached of Principle 6.

The Respondent's Case

14.10 Mr Becker denied allegation 1.2.

14.11 He explained that whilst he was aware of the additional drawings and partnership buy in funds, he was not aware that they had been paid into the Firm's client account. He denied that he had had any conversation with Ms Harris regarding paying the monies into the Firm's client account.

14.12 Mr Becker submitted that Ms Harris, when asked about these matters in 2020, had been unable to recollect the authorisation for placing those monies into client account. In an email sent by Mr Dyke to the FIO on 18 August 2020, Mr Dyke stated:

> *"Our cashier cannot specifically recall the individual authorisations for payment of funds in this matter client. Such instructions would normally come from the accounts partner who was Mr Miller at the time. Mr Becker did however request payment to him of the accumulated funds which gave rise to the electronic funds transfer of £23,646.02 on 28.6.16."*

14.13 Having been unable to recollect those matters in 2020, Mr Becker thought it odd that in 2024, when writing her witness statement, Ms Harris was then able to recollect alleged conversations with him regarding the placing of monies onto client account. Mr Becker submitted that in all of the circumstances, the evidence of Ms Harris could not be relied upon. She had provided no documentary evidence of any conversation and had seemingly remembered conversations in 2024, that she had been unable to recollect in 2020.

14.14 Mr Becker explained that when he discovered that monies had been retained on client account he was horrified and knew immediately that this was a breach of the accounts rules but that he did not know best how to deal with it. He accepted that he instructed the accounts department to transfer those monies to his personal account.

14.15 Mr Becker accepted, with hindsight, that his approach was incorrect and apologised for his error, understanding that he ought to have taken a different approach.

The Tribunal's Findings – Allegation 1.2

14.16 It was clear that there was no underlying legal transaction. The monies were in a dormant file where the substantive matter had long since concluded. Furthermore, the client matter was not in Mr Becker's name. Mr Becker accepted that the movement of monies in and out of the client account were in breach of Rule 14.5 as there was no underlying legal transaction justifying the use of client account.

14.17 The Tribunal found that, on Mr Becker's his own evidence, he had directed that the monies held on his behalf on client account, be sent to his personal bank account. He took no steps to regularise the position notwithstanding that he was *"horrified"* that his personal monies were being held on client account and he immediately knew that this was in breach of the accounts rules. Instead, he simply requested that the monies be sent directly to his personal account. The Tribunal determined that in directing the

accounts team to send the monies directly to him, he allowed monies to be paid out of the client account in breach of Rule 14.5.

14.18 As to the payment of monies into the client account, the only direct evidence as to Mr Becker's knowledge in that regard came from Ms Harris. The Tribunal did not find her evidence persuasive. It was clear that Mr Miller was the person overseeing the accounts matters and that Ms Harris discussed all accounting matters with Mr Miller. The Tribunal found the evidence of Ms Harris to be inconsistent and thus the Tribunal found her evidence could not be relied upon.

14.19 Accordingly, the Tribunal found that Mr Becker had caused monies to be paid out of the Firm's client account in breach of Rule 14.5, but did not find that he had caused or allowed monies to be paid into the Firm's client account in breach of the accounts rules.

14.20 Mr Becker was required to live up to his own professional standards. He recognised that the retention of monies on client account was both irregular and improper. He was under a duty to rectify the situation. His professional standards required him, at the point of discovery, to act appropriately in circumstances where he knew immediately that the accounts rules had been breached. He was required to act responsibly and failed to do so. Instead of acting appropriately, Mr Becker directed that monies, held in client account, in an account that was not in his own name, be transferred directly to his personal account. Such conduct not only failed to maintain public trust in breach of Principle 6, but also amounted to a lack of integrity in breach of Principle 2. A solicitor acting with integrity would not knowingly cause the accounts rules to be breached having concealed assets in the Firm's accounts. Further, on becoming aware his personal money was improperly held on a client account, in breach of the accounts rules, a solicitor acting with integrity would have acted with full transparency and immediately notified his partners and thereafter the SRA of the situation. Mr Becker did neither.

14.21 Accordingly, the Tribunal found allegation 1.2 proved.

Previous Disciplinary Matters

15. None.

Mitigation

16. Mr Becker did not offer any mitigation over and above his oral and written evidence in the proceedings.

Sanction

17. The Tribunal had regard to the Guidance Note on Sanctions (11th Edition – February 2025). 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.

18. The Tribunal found that Mr Becker was motivated by his desire to conceal assets from Person B in circumstances where he did not consider monies held at the Firm on his behalf to be a matrimonial asset. His actions in concealing those funds were planned. He had specifically requested that he not be paid the additional drawings to which he knew he was entitled. He had also asked for the capital amount due to him as a result of Ms Atwell's buy in to the Firm, be retained by the Firm on his behalf. Mr Becker was directly responsible and wholly culpable for his misconduct. He was an experienced solicitor who knew that it was improper to fail to disclose his assets on both the Form E and the Form D81. He also knew that it was improper to transfer the monies out of the client account into his own account in breach of the accounts rules.

19. The Tribunal acknowledged Mr Beckers' previous good character and the level on insight he had shown as regards errors he had made. The Tribunal also took into account the positive references submitted on Mr Becker's behalf. He had co-operated fully with the Applicant. Mr Becker's conduct was aggravated by his proven dishonesty, which was in material breach of his obligation to protect the public and maintain public confidence in the reputation of the profession; as per Coulson J in Solicitors Regulation Authority v Sharma [2010] EWHC 2022 Admin:

> *"34. There is harm to the public every time that a solicitor behaves dishonestly. It is in the public interest to ensure that, as it was put in Bolton, a solicitor can be "trusted to the ends of the earth"."*

20. His conduct was deliberate, calculated and repeated, continuing over a period of time. Given the serious nature of the allegations, the Tribunal considered and rejected the lesser sanctions within its sentencing powers such as no order, a reprimand or restrictions. The Tribunal had regard to the case of Bolton v Law Society [1994] 2 All ER 486 in which Sir Thomas Bingham stated:

> *"….Lapses from the required standard (of complete integrity, probity and trustworthiness)….may….be of varying degrees. The most serious involves proven dishonesty….In such cases the tribunal has almost invariably, no matter how strong the mitigation advanced by the solicitor, ordered that he be struck off the roll of solicitors."*

21. The Tribunal did not find any circumstances (and indeed none were submitted) that were enough to bring Mr Becker in line with the residual exceptional circumstances category referred to in the case of Sharma. The Tribunal decided that in view of the serious nature of the misconduct, in that it involved dishonesty, the only appropriate and proportionate sanction was to strike Mr Becker off the Roll of Solicitors.

Costs

22. Mr Edwards applied for costs in the sum of £51,830.48. This included a reduction in the costs for the reduced hearing time. The costs were reasonably incurred and should be paid in full.

23. Mr Becker submitted that the costs incurred were not proportionate. By way of example Mr Becker referred to the 28 hours claimed in preparation of the Rule 12, which, it was submitted, was excessive. Further, the time claimed in preparation was also excessive

given the documents in the case. Mr Becker submitted that having been through the bill thoroughly, the appropriate level of costs was £23,655.68.

24. The Tribunal scrutinised the costs schedule. It noted that there were multiple fee earners working on the matter which would inevitably lead to a duplication of work. The Tribunal also agreed that the time claimed was excessive. The Tribunal considered that the costs detailed by Mr Becker were reasonable and proportionate in all the circumstances, taking into account the documents and issues to be determined. Accordingly, the Tribunal ordered Mr Becker to pay costs in the sum that he suggested.

Statement of Full Order

25. The Tribunal Ordered that the Respondent, MATTHEW STEPHEN BECKER, solicitor, be STRUCK OFF the Roll of Solicitors and it further Ordered that he do pay the costs of and incidental to this application and enquiry fixed in the sum of £23,655.68.

Dated this 23rd day of July 2025
On behalf of the Tribunal

E. Nally

E. Nally
Chair