SOLICITORS DISCIPLINARY TRIBUNAL

<u>IN THE MATTER OF THE SOLICITORS ACT 1974</u> <u>Case No. 12620-2024</u>

BETWEEN:

SOLICITORS REGULATION AUTHORITY LTD	Applicant
and	
DAVID JAMES CHALCRAFT	Respondent

Before:

Mrs F Kyriacou (Chair)
Mr E Nally
Mr A Lyon.

Date of Hearing: 3 September 2025

Appearances

There were no appearances as the matter was dealt with on the papers.

JUDGMENT ON AGREED OUTCOME

Allegations

1. The Allegations against the Respondent are that while in practice as a Partner at Alexander & Partners and acting as the firm's Compliance Officer for Finance and Administration ("COFA"), he:

1.1 From December 2012 to January 2023, misled Client A and others as to the status of Client A's case, which had been struck out in December 2012 due to the Respondent's failure to comply with a court order.

In doing so, it was alleged that the Respondent has breached any or all of:

Insofar as such conduct took place during the period from on or after 6 October 2011 but before 25 November 2019, **Outcomes 1.2, 1.4, 1.5, 4.2 and 5.3 of the SRA Code of Conduct 2011 ('the 2011 Code')**, and **Principles 2, 4, 5 and 6 of the SRA Principles 2011 ('the 2011 Principles')**;

Insofar as such conduct took place on or after 25 November 2019, he breached **Principles 2, 4, 5 and 7 of the SRA Principles 2019 ('the Principles')** and **paragraphs 1.4, 2.5, 3.2, 6.4 and 7.11 of the SRA Code of Conduct for Solicitors, RELs and RFLs ('the Code')**.

2. Failed to obtain Client B's instructions to settle his clinical negligence claim in July 2017, and misled Client B in communication following the settlement.

Insofar as such conduct took place during the period from on or after 6 October 2011 but before 25 November 2019, he breached **Outcomes 1.2, 1.5 and 4.2 of the 2011 Code** and **Principles 2, 4, 5 and 6 of the 2011 Principles**.

Insofar as such conduct took place on or after 25 November 2019, he breached **Principles 2, 4, 5 and 7 of the Principles** and **paragraphs 1.4, 3.2, 6.4 and 7.11 of the Code**.

3. From around January 2019 to December 2022, caused and/or allowed the Firm to retain client monies when there was no proper reason to do so.

Insofar as such conduct took place during the period from on or after 6 October 2011 but before 25 November 2019, he breached **Rules 6.1 and 14.3 of the SRA Accounts Rules 2011 ('the 2011 AR')**.

Insofar as such conduct took place on or after 25 November 2019, he breached **Rules 1.1 and 2.5 of the SRA Accounts Rules 2019 ('the 2019 AR')**.

4. In January 2020, he caused and/or allowed the Firm to provide a banking facility from the Firm's client account.

In doing so, he breached **Rule 3.3 of the 2019 AR**.

5. In his capacity as the COFA at the Firm, he failed to obtain accountant's reports as they fell due.

   Insofar as such conduct took place during the period from on or after 6 October 2011 but before 25 November 2019, he breached **Rules 1.2(i), 6.1 and 32A.1 of the 2011 AR**.

   Insofar as such conduct took place on or after 25 November 2019, he breached **Rules 1.1 and 12.1 of the 2019 AR**.

Admissions

6. The Respondent admits all allegations and that his conduct prior to 25 November 2019 in relation to allegations 1 and 2 was dishonest.

Documents

7. The Tribunal had, amongst other things, the following documents before it:

   - The Form of Application dated 6 June 2024.
   - The Rule 12 Statement 6 June 2024 and exhibits.
   - The Answer dated 12 July 2024.
   - The Statement of Agreed Facts and Outcome dated 16 August 2025 (Respondent) and 18 August 2025 (Applicant) .

Background

8. The Respondent was admitted as a solicitor in 1985. From February 2013 until February 2023 he was a salaried partner at Alexander & Partners and served as the firm's COFA. The agreed facts established that his conduct caused a client's claim to be struck out, concealed this fact for a decade, misled multiple clients, and improperly handled client monies.

Application for the matter to be resolved by way of Agreed Outcome

9. The parties invited the Tribunal to deal with the Allegations against the Respondent in accordance with the Statement of Agreed Facts and Outcome annexed to this Judgment. The parties submitted that the outcome proposed was consistent with the Tribunal's Guidance Note on Sanctions.

Findings of Fact and Law

10. The Applicant was required to prove the allegations on the balance of probabilities. The Tribunal had due regard to its statutory duty, under Section 6 of the Human Rights Act 1998, to act in a manner which was compatible with the Respondent's 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.

11. The Tribunal reviewed all the material before it and was satisfied on the balance of probabilities that the Respondent's admissions were properly made.

12. The Tribunal considered the Guidance Note on Sanction (11th Edition). In doing so the Tribunal assessed the culpability and harm identified together with the aggravating and mitigating factors that existed.

13. The Respondent admitted dishonesty over an extended period and misconduct that caused serious harm to clients. The Tribunal concluded that striking off was the only appropriate sanction.

Costs

14. The parties agreed that the Respondent should pay costs in the sum of £10,000. The Tribunal considered the Applicant's costs schedule and determined that the agreed amount was reasonable and appropriate. Accordingly, the Tribunal ordered that the Respondent pay costs in the agreed sum.

Statement of Full Order

15. The Tribunal Ordered that **DAVID JAMES CHALCRAFT**, solicitor, be **STRUCK OFF** the Roll of Solicitors, and it further **Ordered** that he do pay the costs of and incidental to this application and enquiry, fixed in the sum of **£10,000**.

Dated this 22nd day of September 2025
On behalf of the Tribunal

F. Kyriacou

F. Kyriacou
Chair

CASE NO: 12620-2024

BEFORE THE SOLICITORS DISCIPLINARY TRIBUNAL

IN THE MATTER OF THE SOLICITORS ACT 1974 (as amended)

AND IN THE MATTER OF:

SOLICITORS REGULATION AUTHORITY LIMITED

Applicant

- and –

DAVID JAMES CHALCARFT

Respondent

STATEMENT OF AGREED FACTS AND PROPOSED OUTCOME

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1. By its application dated 6 June 2024, and the statement made pursuant Rule 12(2) of the Solicitors (Disciplinary Proceedings) Rules 2019 which accompanied that application, the Solicitors Regulation Authority Limited ("**the SRA**") brought proceedings before the Solicitors Disciplinary Tribunal, making five allegations of misconduct against David James Chalcraft ("**the Respondent**").

The Allegations

2. The allegations against the Respondent, made by the SRA within that statement, are that, while in practice as a Partner at Alexander & Partners ("the Firm"), he:

   Allegation 1

   From December 2012 to January 2023, misled Client A and others as to the status of Client's A case, which had been struck out in December 2012 due to the Respondent's failure to comply with a court order.

   In doing so, it was alleged that the Respondent has breached any or all of:

   > Insofar as such conduct took place during the period from on or after 6 October 2011 but before 25 November 2019, Outcomes 1.2, 1.4, 1.5, 4.2 and 5.3 of SRA Code of

Conduct 2011 (**'the 2011 Code'**), and Principles 2, 4, 5 and 6 of the SRA Principles 2011 (**'the 2011 Principles'**);

In so far as such conduct took place on or after 25 November 2019, he breached Principles 2, 4, 5 and 7 of the SRA's Principles 2019 ("**the Principles**") and paragraphs 1.4, 2.5, 3.2, 6.4 and 7.11 of the SRA Code of Conduct for Solicitors, RELs and RFLs ("**the Code**").

<u>Allegation 2</u>

Failed to obtain Client B's instructions to settle his clinical negligence claim in July 2017, and misled Client B in communication following the settlement.

Insofar as such conduct took place during the period from on or after 6 October 2011 but before 25 November 2019, he breached any or all Outcomes 1.2, 1.5 and 4.2 of the 2011 Code and Principles 2, 4, 5 and 6 of the 2011 Principles.

In so far as such conduct took place on or after 25 November 2019, he breached any or all of Principles 2, 4, 5 and 7 of the Principles and paragraphs 1.4, 3.2, 6.4 and 7.11 of the Code.

<u>Allegation 3</u>

From around January 2019 to December 2022, caused and/or allowed the Firm to retain client monies when there was no proper reason to do so.

Insofar as such conduct took place during the period from on or after 6 October 2011 but before 25 November 2019, he breached any or all Rules 6.1 and 14.3 of the SRA Accounts Rules 2011 ('**the 2011 AR'**).

In so far as such conduct took place on or after 25 November 2019, he breached any or all of Rules 1.1 and 2.5 of the SRA Accounts Rules 2019 ('**the 2019 AR'**).

<u>Allegation 4</u>

In January 2020, he caused and/or allowed the Firm to provide a banking facility from the Firm's client account.

In doing so, he breached Rule 3.3 of the 2019 AR.

Allegation 5

In his capacity as the COFA at the Firm, he failed to obtain Accountant's Reports as they fell due.

Insofar as such conduct took place during the period from on or after 6 October 2011 but before 25 November 2019, he breached any or all Rules 1.2(i), 6.1 and 32A.1 of the 2011 AR.

In so far as such conduct took place on or after 25 November 2019, he breached any or all of Rules 1.1 and 12.1 of the 2019 AR.

In addition, for conduct prior to 25 November 2019, Allegations 1 and 2 are 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 allegation.

Admissions

3. The Respondent admits all of the allegations and breaches that are applicable to each, as well as his conduct prior to 25 November 2019 being dishonest in respect of allegations 1 and 2.

4. The SRA has considered the admissions being made and whether these admissions and the outcome proposed in this document, meet the public interest having regard to the gravity of the matters alleged. For the reasons explained in more detail below, and subject to the Tribunal's approval, the SRA is satisfied that the admissions and outcome do satisfy the public interest.

5. The Applicant and Respondent invite the Tribunal to approve this Agreed Outcome on this basis. The Parties consider in all the circumstances that the proposed Agreed Outcome represents a proportionate outcome to the proceedings which is in the public interest.

Agreed Facts

6. The following facts and matters, which are relied upon by the SRA in support of the

allegations set out within paragraph 2 of this statement, are agreed between the SRA and the Respondent.

7. References to certain individuals and entities have been anonymised as per the attached schedule.

Professional Details

8. The Respondent, who was born on , is a non-practising solicitor having been admitted to the Roll in 1985. From 1 February 2013 to 3 February 2023, the Respondent was a junior salaried partner of the Firm.

9. At the time of the alleged conduct, the Respondent was also the Firm's Compliance Officer for Finance and Administration ('COFA').

<u>Allegation 1</u>

10. The Respondent acted for Client A in respect of a clinical negligence claim on her behalf against North Middlesex University Hospital NHS Trust ('the Trust'), which was represented by Capsticks LLP.

11. Prior to the Respondent being instructed, Client A had retained Withy King to act for her under a legal aid contract. Withy King was unable to bill its file until the claim had been concluded.

12. On 15 January 2010, the Firm issued proceedings against the Trust. By a Court Order of 14 July 2012, Client A was required to serve a medical report by 1 October 2012 or her claim would be struck out. The Respondent was aware of this deadline, but failed to serve the necessary medical report.

13. Due to the failing by the Respondent to file the medical report, Client A's claim was struck out by a Court Order of 7 December 2012. The Respondent was aware of the claim being struck out.

14. Between January 2013 to January 2023, the Respondent sent numerous pieces of correspondence to Client A (and Client A's daughter), Withy King and Capsticks, which gave the misleading impression that Client A's claim remained live.

15. The misleading impression was bolstered by the Respondent seeking medical expert evidence in respect of Client A's matter, despite it having been struck out, and referred to the outstanding medical reports in his correspondence to Client A, Client A's daughter and Withy King by way of a misleading explanation as to why Client A's case had not concluded.

16. By an email of 29 January 2023, the Respondent sent an email to Client A and Client A's daughter, which stated:

"Dear Client A and Client A's daughter

I am not going to give you any more excuses or tell you any more lies. I am just going to admit the truth to you finally.

The claim against the hospital was struck out by the court 10 years ago because of my failings in pursuing it for you.

I was too cowardly to tell you and admit that to you at the time and ever since then I have been the same coward.

Everything that I have told you since then has been a lie, because I could not face telling you the truth.

My behaviour has been disgusting and disgraceful and I am more ashamed of what I have done than of anything else in my life ever.

I have kept this hidden from everyone until now. I did not tell anyone about it, not my employers, my firm or my colleagues or your previous solicitors, no one at all.

It is not possible to reactivate the claim against the hospital and as I said to you when we spoke last time my advice is that you seek advice from another firm of solicitors about the situation.

I know that any apology from me will seem hollow and be meaningless to you. I accept that you will not be able to forgive me for my behaviour. I accept that I cannot make up for my deceit although I wish I could. I wish that I had never done any of these *things. I apologise to you from the bottom of my heart."*

17. The Respondent accepts that:

    17.1. That he had conduct of Client A's clinical negligence claim from 2008;
    17.2. Client A's claim was struck out by the court in December 2012 and, in December 2012, he was aware of this event;
    17.3. That he sent misleading correspondence to Client A (and her daughter) from January 2013 to January 2023, which deliberately misrepresented the position of Client A's claim;
    17.4. That Client A, and her daughter, will have relied upon the solicitor's information as to the current position of Client A's claim, and that it remained live;
    17.5. Client A understood that her claim was live and ongoing, until the Respondent sent his email of 29 January 2023;
    17.6. That the correspondence to Withy King and medical experts was misleading as it indicated that Client A's claim remained live when it had been struck out.

18. By his conduct up to 25 November 2019, the Respondent admits that he breached all of Outcomes 1.2, 1.4, 1.5, 4.2 and 5.3 of the 2011 Code, Principles 2, 4, 5 and 6 of the 2011 Principles. By his conduct from 25 November 2019, the Respondent admits that he breached all of Principles 2, 4, 5 and 7 of the Principles and paragraphs 1.4, 2.5, 3.2, 6.4 and 7.11 of the Code.

<u>Allegation 2</u>

19. The Firm was jointly instructed by Client B, and his mother, in respect of a clinical negligence claim following Client B's father' death in January 2013. There were three separate defendants to the claim, with the first defendant represented by Capsticks LLP, and the second and third defendants being separately represented by CMS Cameron Mckenna Nabarro Olswang LLP ('CMS').

20. The Firm was instructed on a private basis.

21. On 17 July 2017, the Respondent emailed CMS to confirm that Client B would be accepting an offer from the first defendant. As a result, the Respondent offered to discontinue the claims against the second and third defendants, which was confirmed by a Notice of Discontinuance prepared by the Respondent on 18 July 2017.

22. The Respondent subsequently entered negotiations with Capsticks and settled the claim against the first defendant, which concluded on 31 July 2017. This settlement was undertaken without his clients' instructions nor authority.

23. Between 26 October 2017 and 23 September 2021, the Respondent communicated with Client B on at least 13 occasions. On no occasion did the Respondent indicate to Client B that the matter had settled, but instead gave deliberately misleading information that suggested the matter remained live but medical reports were awaited before it could proceed.

24. From 26 October 2017 to 14 September 2021, the Respondent sent 18 letters and emails to various medical agencies and experts in respect of matters relating to obtaining an expert report for use in the (previously settled) proceedings

25. The Respondent accepts that:

25.1. That he was retained in respect of a clinical negligence claim, on behalf of Client B and his mother;

25.2. The clinical negligence claim had settled in July 2017, without the Respondent having sought or obtained instructions;

25.3. Settlement monies had been received by the Firm in January 2019;

25.4. Client B, and his mother, were unaware that their claim had settled in 2017;

25.5. That when the Respondent stated he was awaiting medical reports, he was creating the misleading impression that Client B would, or could, assume the claim remained live;

25.6. That by not providing the correct information to the clients, the Respondent was allowing them to assume the claim remained live.

26. By the Respondent's conduct, he admits that he breached any or all Outcomes 1.2, 1.5 and 4.2 of the 2011 Code and Principles 2, 4, 5 and 6 of the 2011 Principles, and in so far as such conduct took place on or after 25 November 2019, he breached any or all of Principles 2, 4, 5 and 7 of the Principles and paragraphs 1.4, 3.2, 6.4 and 7.11 of the Code.

<u>Allegations 3 and 4</u>

27. On 8 January 2019, the Firm received £11,000 into its client account from Capsticks, in

settlement of Client B, and his mother's, claim. These funds were due to Client B and his mother, and were due to be paid to them promptly.

28. The Respondent made no payment to Client B for over a year: on 19 August 2020 and 12 December 2020, he made respective payments of £2300 and £1560 to the client. These payments were described as ‘interim payments’ made by the insurance company.

29. Separately, from the funds received from Capsticks, the Respondent caused £3700 to be paid to Santander, in respect of mortgage arrears of Client B.

30. This transaction did not relate to any underlying delivery of regulated services that was being provided by the Firm or Respondent, and meant that the Firm’s client account was being used as a banking facility.

31. There was no proper reason for any monies to have retained by the Respondent on client account, on which a balance remained until December 2022.

32. By the Respondent’s conduct, he admits he breached any or all Rules 6.1 and 14.3 of the 2011 AR and, in so far as such conduct took place on or after 25 November 2019, he breached any or all of Rules 1.1, 2.5 and 3.3 of the 2019 AR.

<u>Allegation 5</u>

33. From 2018 to 2 February 2023, the Respondent was the Firm’s Compliance Officer for Finance and Administration (‘COFA’).

34. As COFA, as well as being a partner of the Firm, the Respondent should have ensured that an accountant’s report was obtained when appropriate during that period, but he failed to do so.

35. By the Respondent’s conduct, he admits he breached Rules 1.2(i), 6.1 and 32A.1 of the 2011 AR, and Rule 12.1 of the 2019 AR.

<u>Penalty proposed</u>

36. It is therefore proposed that the Respondent should be struck off the Roll of Solicitors.

37. With respect to costs, it is further agreed that the Respondent should pay the SRA's costs of this matter agreed in the sum of £10,000. The SRA has been provided with evidence of the Respondent's reduced means, and is satisfied that £10,000 is a reasonable and proportionate contribution by the Respondent in all the circumstances.

Explanation as to why such an order would be in accordance with the Tribunal's sanctions guidance

38. The Respondent has admitted dishonesty, against numerous persons, and that the conduct was sustained over a number of years.

39. The Solicitors Disciplinary Tribunal's "Guidance Note on Sanction" (10th edition), at paragraph 47, states that:

"*The most serious misconduct involves dishonesty, whether or not leading to criminal proceedings and criminal penalties. A finding that an allegation of dishonesty has been proved will almost invariably lead to striking off, save in exceptional circumstances (see Solicitors Regulation Authority v Sharma* [2010] EWHC 2022 (Admin))*.*"

40. In *Sharma* (at [13]) Coulson J summarised the consequences of a finding of dishonesty by the Tribunal against a solicitor as follows:

"(a) Save in exceptional circumstances, a finding of dishonesty will lead to the solicitor being struck off the Roll … That is the normal and necessary penalty in cases of dishonesty…

(b) There will be a small residual category where striking off will be a disproportionate sentence in all the circumstances …

(c) In deciding whether or not a particular case falls into that category, relevant factors will include the nature, scope and extent of the dishonesty itself, whether it was momentary … or over a lengthy period of time … whether it was a benefit to the solicitor … and whether it had an adverse effect on others…"

41. With reference to allegation 1, due to the Respondent's failings, a client's claim was struck out and then for over a decade, he provided misleading information to the client, and others, which suggested it remained live.

42. In respect of allegation 2, for over five years, the Respondent knowingly provided misleading information to Client B and his mother, and others, regarding the status of the clients' claim.

43. For these reasons, the case plainly does not fall within the small residual category where striking off would be a disproportionate sentence.

44. Accordingly, the fair and proportionate penalty in this case is for the Respondent to be struck off the Roll of Solicitors and to pay the SRA's costs agreed in the sum of £10,000.00.

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LEGAL REPRESENTATIVE
Head of Legal & Enforcement
For and on behalf of the SRA

Dated: 18 August 2025

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David James Chalcraft
Respondent in these proceedings

Dated: 16 August 2025