

SOLICITORS DISCIPLINARY TRIBUNAL

IN THE MATTER OF THE SOLICITORS ACT 1974

Case No. 12712-2024

BETWEEN:

SOLICITORS REGULATION AUTHORITY LTD

Applicant

and

ANDREW LEE

Respondent

Before:

Ms. A Kellett (in the chair)

Mr. E Nally

Mr. A Lyon

Date of Hearing: 14–17 September 2026

Appearances

Joshua Hitchens counsel of Outer Temple Chambers, The Outer Temple, 222 Strand
London WC2R 1BA, for the Applicant.

Andrew Lee, in person.

JUDGMENT

Allegations

1. The allegations against the Respondent, Andrew Lee (SRA ID: 541152), made by the SRA were that, while in practice as the owner and sole manager/director of Prometheus Law and Prometheus Law Limited (“the Firm”), and where applicable after the intervention by the SRA into the Firm:
 - 1.1 He failed to obtain Professional Indemnity Insurance (“PII”) cover for the Firm from 1 April 2022 onwards, but did not close the Firm by 29 June 2022 as required, and continued to:
 - 1.1.1 act on new matters after the PII extended policy period (“EPP”) expired on 30 April 2022;
 - 1.1.2 act for clients on private legal work after the PII cessation period (“CP”) expired on 29 June 2022; and/or
 - 1.1.3 act for clients privately, after the Firm was intervened into on 30 July 2023. In doing so he breached any or all of:
 - a) Rules 2.4, 4.1 and 4.2 of the SRA Indemnity Insurance Rules 2019 (“the IIRs”);
 - b) Principle 2 of the SRA Principles 2019 (“the Principles”);
 - c) Principle 4 of the Principles;
 - d) Principle 5 of the Principles; and
 - e) Principle 7 of the Principles.

Proved in full.

- 1.2 When continuing to act for clients as referred to in allegation 1.1, he did not inform one or more of the clients of the true and accurate position about the Firm’s PII position or his trading position. In doing so he breached any or all of:
 - a) Paragraphs 1.4 and 8.11 of the SRA Code of Conduct for Solicitors, RELs and RFLs (“the Code for Solicitors”);
 - b) Principle 2 of the Principles;
 - c) Principle 4 of the Principles;
 - d) Principle 5 of the Principles; and
 - e) Principle 7 of the Principles.

Proved in full.

- 1.3 During the SRA investigation he provided inaccurate and/or misleading information to the SRA regarding the nature of his relationship with Client J. In doing so he breached any or all of:
 - a) Principle 2 of the Principles;
 - b) Principle 4 of the Principles; and
 - c) Principle 5 of the Principles.

Proved in full.

1.4 Between 1 April 2022 and February 2024 he failed to adequately and promptly respond and/or cooperate with the SRA, in that he:

1.4.1 failed to notify the SRA of the Firm's lack of PII cover and its entry into the EPP and CP.

1.4.2 failed to promptly or adequately respond to enquiries regarding his PII cover and/or work for clients, after the Forensic Investigation Report dated 21 October 2022; and

1.4.3 failed to cooperate with the SRA intervention process.

In doing so he breached any or all of:

- a) Rules 8.1 and/or 4.1 of the IIRs;
- b) Paragraphs 7.3 and 7.4 of the Code for Solicitors;
- c) Principle 2 of the Principles; and
- d) Principle 5 of the Principles.

Proved in full.

1.5 From the start of his trading as a recognised sole practitioner in March 2017, through to at least 21 October 2022, he failed to ensure the books of account of the Firm or his previous sole practice were maintained in compliance with the SRA Accounts Rules, in breach of:

For periods of time after 25 November 2019:

- 1.5.1 Rules 8.1 and 8.3 of the SRA Accounts Rules 2019, namely keeping accurate, contemporaneous records and completing client account reconciliations;
- 1.5.2 Principle 2 of the Principles; and
- 1.5.3 Principle 5 of the Principles.

For periods of time before 25 November 2019:

- 1.5.4 Rules 29.1, 29.2, 29.9 and 29.12 of the SRA Accounts Rules 2011;
- 1.5.5 Principle 6 of the SRA Principles 2011; and
- 1.5.6 Principle 2 of the SRA Principles 2011.

Proved in full.**Executive Summary**

2. The Respondent was the sole director, manager, and compliance officer of Prometheus Law Ltd, and before that of Prometheus Law, his sole practice since March 2017. The Firm's qualifying professional indemnity insurance expired on 31 March 2022 and was never replaced. The Firm did not close at the end of the cessation period

on 29 June 2022. The Respondent continued to act for clients until the SRA intervened on 30 July 2023 and acted for clients privately after that.

3. An authorised body must take out and maintain qualifying insurance (rule 2.1 of the IIRs). If it has not obtained a replacement policy by the time its existing policy expires, cover does not simply end. The existing insurer must continue to provide cover on the minimum terms and conditions for a further 90 days, divided into two periods.
4. The first is the extended policy period, being the 30 days following expiry of the policy period. During this period the firm may continue to practise as normal and must try to obtain a replacement policy taking effect from the expiry of the original one.
5. If it fails to do so, the firm enters the cessation period, being the 60 days following the end of the extended policy period. The firm's position then changes materially. It may carry out work only in connection with existing instructions. It may not take on new clients or accept new instructions from existing clients. It must cease practice promptly, and in any event by the end of the cessation period, unless it obtains a qualifying policy backdated to the expiry of the original one.
6. In this case the Firm's policy expired on 31 March 2022. The extended policy period therefore ended on 30 April 2022 and the cessation period on 29 June 2022.
7. The hearing took place remotely over four days, concluding on 17 September 2026. The Respondent represented himself and gave evidence. He admitted most of the underlying facts, including the insurance and cessation failures, the inaccurate information given to a client, his failures to cooperate with the SRA and the failures in the Firm's accounts. He denied acting dishonestly and without integrity. None of the Applicant's witnesses attended. The Tribunal based its findings on the contemporaneous documents and on the Respondent's own evidence and admissions.
8. *Allegation 1.1: practising without insurance (proved, including dishonesty)* The Respondent's broker had told him clearly that the Firm would have to cease practice by 29 June 2022 unless replacement cover was obtained. The Respondent accepted new matters after the extended policy period ended on 30 April 2022, continued to act after the cessation period ended, and acted for clients privately after the intervention. The Tribunal accepted that he had worked hard to persuade the insurer to restore cover and was trying to save a firm he had built over many years. That hope did not alter what he knew. By 29 June 2022 at the latest, he knew that the Firm was uninsured and had to cease practice. Continuing to practise in those circumstances given the state of knowledge the Tribunal found that he held at the time was dishonest.
9. *Allegation 1.2: misleading a client about insurance (proved, including dishonesty)* On 21 April 2023 the Respondent sent Client H an engagement letter that he had written and signed himself, enclosing the Firm's terms of business. The terms stated twice that the Firm held professional indemnity insurance, once under a heading about insurance. The Respondent said the wording came from an outdated template that he had not reviewed. The Tribunal rejected that explanation as implausible, particularly given his close attention to detail and what he knew about the Firm's position. It found that he knew the documents represented the Firm as insured when it was not.

10. *Allegation 1.3: misleading the SRA about Client J (proved, including dishonesty)* In reply to an SRA Production Notice, the Respondent described his dealings with Client J as informal help between friends, with nothing close to an engagement letter or an invoice. The documents however showed in stark contrast to this explanation that he had in fact given formal legal advice, requested and received money on account, issued an invoice, asked for identification for anti-money laundering checks and lodged a caveat preventing issue of a grant of probate in the particular matter concerned. He had also recorded in writing that he had forgotten to send an engagement letter. The Tribunal rejected his explanation that he had recognised the professional nature of the relationship only with hindsight. It found that he knew at the time that Client J was his client, and that his account to the SRA was knowingly misleading.
11. *Allegation 1.4: failure to cooperate with the SRA (proved)* The Respondent admitted that he did not notify the SRA when the Firm entered the extended policy period and the cessation period. He left SRA enquiries unanswered from November 2022 and did not cooperate with the intervention. The SRA had to obtain a High Court order in December 2023 for delivery up of documents. His argument that his failure to cooperate had not been continuous did not assist him, because the allegation did not require it to be. The Tribunal found that during the period covered by the allegation there were in any event significant and repeated intervals of time during which the Respondent had indeed failed to co-operate with the SRA
12. *Allegation 1.5: failure to keep proper accounts (admitted and proved)* From March 2017 the client cash account was never written up or reconciled, and no list of client ledger balances was prepared. It was not alleged that any client money had been lost. There was however overwhelming evidence of breach and the admission of breach was entirely correct
13. The Tribunal found that the Respondent had acted without integrity on all five allegations as an irresistible conclusion from their findings.
14. *Sanction*

The Respondent accepted that, under *Sharma*, strike-off is the usual sanction following findings of dishonesty. He argued that his case fell within the small residual category in which strike-off would be disproportionate. He relied on the absence of any theft or misappropriation, his character evidence and the time he had spent out of practice since the intervention. The Tribunal accepted that he had not been motivated by greed. His dishonesty, however, was deliberate, occurred in three different contexts, and continued despite clear warnings. It also continued despite his assurance to the SRA's investigator in September 2022 that he would do no further legal work until insurance was in place. Clients were deprived of important protections, and the regulator was misled. The Tribunal found no exceptional circumstances, whether viewed individually or cumulatively, and ordered that the Respondent be struck off the Roll.
15. *Costs*

The Tribunal ordered the Respondent to pay the SRA's costs of £45,121.40, as claimed. It found that sum reasonable and proportionate for a four-day hearing involving three allegations of dishonesty. It made no reduction for the SRA's late service of documents,

as nothing turned on it and the Respondent had suffered no prejudice. The Respondent himself had indeed made numerous applications very late, to which the SRA needed to reply. It made no reduction for his means either. The Respondent was in work, his income marginally exceeded his outgoings, and he had not shown that there was no reasonable prospect of his paying in future.

Sanction

16. The Respondent was struck off the Roll and ordered to pay costs of £45,121.40. The Tribunal's reason on sanction can be found [\[here\]](#).

Documents

17. The Tribunal considered all the documents in the case which were contained in the electronic bundle.

Preliminary Matters

18. At the outset of the hearing, the Respondent made three preliminary applications. He also raised ancillary matters concerning compliance with the Tribunal's directions and the practical conduct of the hearing.
19. Special measures and privacy
 - 19.1 The Respondent sought regular short breaks and privacy directions for any part of the hearing in which sensitive personal financial information, his own medical information, or sensitive medical information concerning a family member might be discussed. Following the Chair's indication that breaks would be accommodated, the application was confined to privacy. The Respondent submitted that the family member was not a party, that the loss of privacy would be irreversible once the information entered the public domain, and that the measures sought were limited and consistent with open justice. He relied on Rule 35 of the Solicitors (Disciplinary Proceedings) Rules 2019 (SDPR 2019).
20. Absent witnesses
 - 20.1 The Respondent addressed the statements of the witnesses Client H, Client J and the Forensic Investigation Officer, Mr Stephen Mark Middleton-Cassini, none of whom would be called. He did not seek exclusion of their statements on the basis of admissibility but submitted that the inability to test their evidence in cross-examination raised issues of fairness, provenance and weight. He referred the Panel to the factors set out in *Thorneycroft v NMC* [2014] EWHC 1565 (Admin).
 - 20.2 Client H was unwilling to attend; Client J had not responded to the Applicant's solicitor and Mr Middleton-Cassini was absent through illness. The Respondent submitted that those differing reasons, the age of the statements and the allegations of dishonesty required substantial caution, particularly if any statement constituted sole or decisive evidence. He invited the Tribunal to determine the permissible weight of the statements before the substantive evidence was heard.

21. *The Respondent's evidence in person*

- 21.1 The Respondent said this was a narrow application in which he sought permission to give his own evidence in person before the panel. He emphasised that he did not seek to convert the whole hearing from a remote hearing to an in-person hearing, disturb the four-day listing or obtain an adjournment. He relied on medical evidence. He submitted that physical attendance before the panel would assist him to understand questions, process information and give clear and accurate evidence.

22. *Ancillary matters*

- 22.1 The Respondent asked the Tribunal to note that the Applicant had served its skeleton argument and costs schedule after the deadlines in the Standard Directions, without prior notice or an application for an extension. He did not contend that either document should be disallowed, but asked that the non-compliance be recorded and, if relevant, considered when costs were determined. He also submitted that the Applicant had not complied with Standard Directions concerning preparation and agreement of the hearing bundle and index, notwithstanding his own attempts to provide a draft index. The remaining matters concerned implementation of any special measures, practical arrangements for attendance if his application succeeded, and any further procedural matters arising.

23. *The Applicant's response*

- 23.1 Mr Hitchens was neutral as to privacy measures. He stated that the Respondent's means would be relevant only to costs, that he did not expect to rely on the Respondent's medical information, and that he saw no reason why the medical information concerning the family member would arise.
- 23.2 As to the absent witnesses, Mr Hitchens submitted that weight could not properly be predetermined and should be assessed at the conclusion of the evidence in its full context.
- 23.3 Notices under Rule 28 SDPR 2019 had been served in good time, and the Respondent had not required their attendance within the prescribed period or by the deadline in the directions. In any event, he submitted that there was no material prejudice. Mr Middleton-Cassini's statement principally exhibited contemporaneous documents and did not address the Respondent's state of mind; the material parts of Client H's evidence were substantially accepted by the Respondent and supported by documents; and Client J's short statement was similarly supported by contemporaneous material, with the Respondent having withdrawn the suggested carpentry-related motive, it having been suggested previously by the Respondent in correspondence that Client J's animus against him had been in part motivated by an issue between the Respondent and Client J's son over some carpentry work the son had carried out for the Respondent.
- 23.4 The Applicant was neutral on the case-management question whether the Respondent should give evidence in person and Mr Hitchens indicated that he would attend in person if the Tribunal so directed. He nevertheless submitted that an in-person hearing was not required for fairness: the Respondent had presented the instant applications clearly and effectively, the medical evidence had not suggested that he was unable to

participate remotely, and the Tribunal had already provided for regular breaks and practical assistance with the clerk and office staff being on hand to assist in person.

- 23.5 Mr Hitchens submitted that the remaining matters principally concerned conduct and costs and did not require determination at that stage. He rejected any suggestion that the Applicant's late skeleton had been influenced by seeing the Respondent's skeleton, stated that he had not seen it when drafting his own, accepted personal responsibility for the delay and apologised. He said the delay arose from the volume of urgent applications and correspondence submitted by the Respondent in the lead up to the substantive hearing. He accepted that the weight to be given to the late costs schedule was a matter for the end of the case and indicated that a supplementary schedule would be filed. He had no instructions on the bundle and index issue.

The Respondent's Reply

- 23.6 The Respondent relied on decisions extending time for service of his outstanding witness statements, exhibits, and prescribed notices to 20 August 2026. He submitted that the express reference to prescribed notices answered the Applicant's contention that his requests for witness attendance were out of time. He maintained that a witness's unwillingness to attend was relevant to credibility. As to his own participation, he said that having to look between several screens in the Tribunal's court room, had impaired his understanding and that the proposed in-person arrangement would materially assist his evidence in chief and cross-examination.

24. The Tribunal's Decision

The Tribunal took each application in turn.

Special measures and privacy

- 24.1 The Tribunal directed that the Respondent should have a five-minute break every 30 to 45 minutes, in addition to the usual longer breaks, with further breaks if required. The application for privacy in respect of financial information was refused, and that part of the hearing would remain public. This was in accordance with the Tribunal's usual way of dealing with costs applications. However, any discussion of the health information relating to the Respondent or the family member, if it arose, would be heard in private.

Absent witnesses

- 24.2 The Tribunal declined to determine the weight or credibility of the absent witnesses' statements in advance and would carry out this exercise once it had heard all the evidence to ensure it viewed the evidence within its proper context.
- 24.3 It noted the distinction between a witness who is unwilling to attend and one who is absent through illness, which may bear on weight, but concluded that, in accordance with the usual course, weight and credibility would be assessed at the conclusion of the hearing in the light of all the admissible evidence. The Tribunal reminded itself that admitting a hearsay statement does not settle its weight, which may range from substantial to nil, and that the burden of proof remained on the Applicant throughout.

- 24.4 In assessing weight, the Tribunal would have regard to the considerations identified by the Respondent in *Thorneycroft*, including whether a statement was the sole or decisive evidence for an allegation, the reason for the maker's absence, any motive to fabricate, and the seriousness of the allegation. Credibility would be tested against contemporaneous documents. The Tribunal would exercise particular caution where a statement was the sole or decisive evidence on a disputed allegation and would give reasons for the weight it attached.

The Respondent's evidence in person

- 24.5 The Tribunal considered the application on the narrow basis on which it was advanced and took account of the medical evidence. The hearing had been listed to proceed remotely since January 2026. Granting the application would have required the members, who were in different parts of the country and one of whom was unable to travel for reasons of mobility, to attend in person for the Respondent's evidence, which was not practicable. There was no presumption that a remote hearing is unfair. The Respondent was attending from the Tribunal's offices with equipment and support available to him, and the Tribunal was satisfied that the difficulties described in the medical evidence could be addressed by adjustments during his evidence, including regular breaks and questions put clearly and one at a time. The Tribunal would keep his participation under review throughout.

Other matters

- 24.6 The Tribunal noted the ancillary matters concerning compliance with directions, the late skeleton argument, the costs schedule, and the bundle and index. It directed that they would be taken into account at the appropriate stage, including on costs, if relevant to the question of costs. The Applicant was asked to upload any supplementary costs schedule to CaseLines as soon as possible so that the Respondent had a proper opportunity to consider it.

Additional Matter: application to admit further documents

- 24.7 At the commencement of the second day of the hearing, the Respondent applied for permission to admit further documentary evidence.
- 24.8 The application concerned approximately 18 pages of email correspondence between the Respondent, his insurance broker and the insurers Sompo, dating from 30 September 2022 to 23 March 2023. The Respondent explained that he had only recently identified the material following a subject access request made to his broker. He stated that he had realised during Mr Hitchens' opening submissions on the first day of the hearing that the hearing bundle did not contain the full extent of the correspondence concerning his efforts to obtain professional indemnity insurance. The Respondent told the Tribunal that he had emailed the documents to both the Tribunal and the SRA at approximately 8.00am on the morning of the application.
- 24.9 The Respondent submitted that the documents were relevant to his state of mind and demonstrated that discussions concerning insurance continued for several months after September 2022. He relied upon Rules 4, 6 and 27 of the SDPR 2019 and referred to

the Tribunal's own decision in *SRA v Rafferty* (12569-2024), whilst acknowledging that it was not binding authority.

- 24.10 The Respondent submitted that no prejudice would arise from the admission of the documents. He noted that no adjournment was sought and that the material could readily be incorporated into the ongoing hearing.
- 24.11 On behalf of the Applicant, Mr Hitchens adopted a neutral position. He informed the Tribunal that he had reviewed the documents and did not oppose their admission. He agreed that no significant prejudice would arise if the documents were admitted.

The Tribunal's Decision

- 24.12 The Tribunal granted permission for the documents to be admitted into evidence. The documents were added to the hearing bundle.

Factual Background

25. The Respondent was a solicitor having been admitted to the Roll on 15 November 2011. He was previously the sole director, manager and role-holder (including as COLP and COFA) of Prometheus Law Ltd (the Firm). The Firm traded from 1 January 2022 as the incorporated successor practice to Prometheus Law, which had been the Respondent's Recognised Sole Practice since March 2017, and at which the Respondent was also the sole manager and role-holder. At the time of the substantive hearing the Respondent did not hold a Practising Certificate ("PC"). His most recent application for a PC had been refused on 18 November 2024 by an SRA Adjudicator.

Witnesses

26. The Respondent gave evidence. None of the Applicant's witnesses was called.

Findings of Fact and Law

27. 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 right 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.
28. The Tribunal had regard to, and applied the following tests in its fact-finding exercise:

Dishonesty

29. Allegations 1.1, 1.2 and 1.3 were advanced on the basis that the Respondent acted dishonestly, contrary to Principle 4 of the Principles. The test is set out at paragraph 74 of [Ivey v Genting Casinos \(UK\) Ltd t/a Crockfords \[2017\] UKSC 67](#).

Integrity

30. Allegations 1.1 to 1.5 were advanced on the basis that the Respondent acted without integrity, contrary to Principle 5 of the Principles or, for the relevant period under Allegation 1.5, Principle 2 of the SRA Principles 2011.

The test is set out at paragraphs 97 to 107 of [Wingate v SRA \[2018\] EWCA Civ 366](#).

NOTE: While all the evidence was carefully considered the Tribunal does not refer to each and every piece of the evidence or submissions in its judgment and findings.

Rule 12 Statement

31. The Applicant's case

- 31.1 The Applicant's case, as advanced by Mr Hitchens, was that the Respondent engaged in a prolonged course of regulatory misconduct which began when his firm's professional indemnity insurance ("PII") expired on 31 March 2022 and continued thereafter despite repeated warnings from his broker, engagement by the SRA and, ultimately, intervention into his practice.
- 31.2 Mr Hitchens submitted that the Respondent was fully aware that replacement qualifying insurance had not been obtained. Mr Hitchens placed reliance upon correspondence from, Mr Luwaca, the Respondent's insurance broker which explained the consequences of failing to secure replacement cover and made clear that, unless fresh insurance was obtained, the firm was required to cease practice by the end of the cessation period on 29 June 2022. According to Mr Hitchens, the documentary evidence demonstrated that the Respondent understood that position throughout.
- 31.3 Notwithstanding that knowledge, Mr Hitchens contended that the Respondent continued to provide legal services, accept instructions and receive payment from clients. He took the Tribunal through a number of client matters identified in the Rule 12 Statement and submitted that the engagement letters, invoices, correspondence and banking records demonstrated a sustained course of legal practice after the Respondent was required to cease practising. Whilst there were disputes concerning the precise extent of work undertaken in some matters, Mr Hitchens argued that there could be no genuine dispute that legal work continued after the Respondent ceased to be entitled to practise in that manner.
- 31.4 Mr Hitchens attached significance to the forensic investigation undertaken in September and October 2022. He submitted that, during this investigation, the Respondent accepted the regulatory position and agreed that no further legal work would be undertaken until qualifying insurance had been obtained. Mr Hitchens accepted, in response to questions from the Tribunal, that the word "*undertaking*" he had used to describe the Respondent's position was not the most appropriate description and instead relied upon what he characterised as an "*assurance*" given by the Respondent to the Forensic Investigation Officer. He submitted that the significance of the assurance lay not in its wording but in the fact that the Respondent subsequently continued to undertake work, accept instructions and receive payments notwithstanding that assurance.

- 31.5 Mr Hitchens further submitted that the evidence demonstrated that legal services continued to be provided after the intervention into the Respondent's practice. By that stage, he argued, the Respondent knew not only that he lacked PII but also that the regulator had intervened because of concerns arising from his continued practice. Despite that knowledge, the Respondent continued to undertake legal work and receive monies from clients.
- 31.6 As to the position of clients, Mr Hitchens submitted that they were not provided with accurate information concerning either the Respondent's regulatory status or the protections available to them. He placed reliance upon standard terms and conditions provided to one client which stated that professional indemnity insurance was maintained when, in fact, it was not. According to Mr Hitchens, clients were misled both by positive representations and by omissions. He argued that clients were not informed that the Respondent lacked insurance, was no longer entitled to practise in the manner he was doing and could not provide the regulatory protections ordinarily associated with the instruction of a practising solicitor.
- 31.7 Mr Hitchens further submitted that the Respondent provided misleading information to the SRA during its investigation. In particular, he relied upon the Respondent's description of his dealings with Client J as a largely informal arrangement arising from friendship and personal assistance. Mr Hitchens submitted that the contemporaneous documents painted a markedly different picture, relying upon evidence of agreed fees, requests for money on account, invoices, professional correspondence, attendance notes and legal work undertaken on the client's behalf. He contended that the account given to the SRA was inconsistent with the underlying documentation and created a misleading impression of the true nature of the relationship.
- 31.8 In addition, Mr Hitchens submitted that the Respondent repeatedly failed to comply with his obligations of notification and cooperation. He said that the Respondent failed to notify the SRA when the firm entered both the extended policy period and the cessation period, failed adequately to respond to regulatory enquiries following the forensic investigation and failed properly to cooperate with the intervention process.
- 31.9 Mr Hitchens submitted that matters ultimately progressed to the point where the SRA was required to obtain a High Court order for the delivery up of documents and files that ought to have been provided voluntarily.
- 31.10 Mr Hitchens also relied upon serious and longstanding failures to comply with the Accounts Rules. He submitted that the Respondent had failed over a number of years to maintain proper accounting records, client ledgers and reconciliations as required by the regulatory framework.
- 31.11 Whilst acknowledging that many of the underlying factual matters were accepted by the Respondent, Mr Hitchens submitted that the central questions for the Tribunal concerned dishonesty and integrity.
- 31.12 Relying upon the principles set out in *Ivey v Genting Casinos*, Mr Hitchens said that the Respondent knew throughout the relevant period that he lacked professional indemnity insurance, knew that he was required to cease practice, knew that clients were being deprived of important regulatory protections and knew that he had assured the regulator

that no further legal work would be undertaken until insurance had been obtained. In those circumstances, Mr Hitchens submitted that ordinary decent people would regard the Respondent's continued acceptance of instructions, performance of legal work and receipt of payment as dishonest.

- 31.13 As to integrity, Mr Hitchens relied upon the principles discussed in *Wingate*. He submitted that the Respondent's conduct amounted to a wholesale disregard of the professional obligations expected of a solicitor. According to Mr Hitchens, the continued provision of legal services without insurance, the failure to provide accurate information to clients, the misleading account given to the SRA and the repeated failures to comply with regulatory requirements demonstrated conduct which fell substantially below the standards of integrity expected within the profession.
- 31.14 Mr Hitchens invited the Tribunal to find that the Respondent had knowingly continued to practise when he was not entitled to do so, had exposed clients to risk by depriving them of important regulatory protections, had failed to deal candidly with clients and the regulator and had repeatedly failed to comply with his professional and regulatory obligations. He submitted that the conduct alleged was not only in breach of the relevant rules and principles but was both dishonest and lacking in integrity.
- 31.15 Mr Hitchens noted that the Respondent accepted much of the underlying factual chronology relied upon by the Applicant. Consequently, his cross-examination was to be directed less towards establishing the occurrence of the underlying events and more towards testing the Respondent's explanations for those events, his claimed state of mind and his contention that the conduct, whilst wrong, was neither dishonest nor lacking in integrity.

Professional indemnity insurance

- 31.16 In relation to professional indemnity insurance, Mr Hitchens put to the Respondent that there could be no genuine doubt about his understanding of the regulatory position. The Respondent accepted throughout that he knew professional indemnity insurance was required, knew that cover had expired on 31 March 2022, knew that the cessation period expired on 29 June 2022 and knew that the practice should have ceased. He also accepted that he continued to undertake legal work after those dates and that clients consequently lost protections that they would otherwise have enjoyed. Mr Hitchens put to the Respondent communications from the Respondent's insurance broker and the subsequent forensic investigation. Mr Hitchens suggested that those events demonstrated not merely knowledge of the rules but repeated and explicit warnings about them. He further relied on the Respondent's acceptance that he agreed with the Forensic Investigation Officer in September 2022 that no further legal work would be undertaken unless professional indemnity insurance was obtained. Mr Hitchens characterised the Respondent's subsequent conduct as a knowing departure from that assurance.
- 31.17 The Respondent's answer was that he did not dispute the regulatory requirements and accepted that he should not have continued to practise. However, he maintained that he remained genuinely focused on securing reinstatement of the Firm's insurance arrangements and that his conduct was driven by what he described as an unrealistic but sincerely held belief that some solution might still be found. He relied on ongoing

communications with brokers, insurers and those acting on behalf of insurers throughout late 2022 and into 2023 as evidence that he had not abandoned hope of restoring the practice. His case was that this did not excuse the breach but was relevant to his state of mind when considering the allegation of dishonesty.

- 31.18 A further area explored by Mr Hitchens in his cross-examination concerned the extent of legal work undertaken after the cessation period. He suggested that the invoice chronology and bank records demonstrated continuing legal practice on a significant scale. The Respondent did not dispute that legal work continued but resisted what he described as a global analysis based solely on invoice dates and numbering. He maintained that each matter required separate analysis because some invoices recorded work undertaken over extended periods, including periods predating the cessation deadline.

Information provided to clients

- 31.19 In relation to clients, Mr Hitchens challenged the Respondent concerning the information given to those who instructed the Firm after professional indemnity insurance had expired.
- 31.20 Focus was placed upon Client H. The Applicant relied upon the terms and conditions sent to that client, which stated that professional indemnity insurance was maintained. Mr Hitchens suggested that the inclusion of those provisions could not reasonably be explained as a mere oversight. He further relied on the Respondent's general attention to detail in other matters as inconsistent with the suggestion that inaccurate references to insurance simply remained in template documentation unnoticed.
- 31.21 The Respondent accepted that the wording was inaccurate and should have been corrected. However, he maintained that it arose through the continued use of outdated standard documentation rather than any deliberate attempt to create a false impression. He accepted responsibility for the failure but denied that it was dishonest.
- 31.22 Mr Hitchens further suggested that some clients had not been given a complete explanation of the regulatory position and were therefore denied the opportunity to make informed decisions about instructing the Firm. The Respondent broadly accepted that some clients were not given a full explanation but maintained that the individual circumstances varied and that certain clients, particularly Client G, were aware of significant aspects of his position.

Client J

- 31.23 The Applicant's case was that the Respondent had provided a misleading account to the SRA concerning the nature of that relationship. In cross-examination Mr Hitchens took the Respondent through a series of documents including attendance notes, discussions concerning fees, requests for monies on account, invoices, payments and caveat applications. He repeatedly suggested that these were the hallmarks of a conventional solicitor-client relationship and that the Respondent must have appreciated that fact when responding to the Production Notice.

- 31.24 The Respondent accepted the objective features of the relationship. He accepted that legal assistance had been provided, that professional language appeared in his documents, that payments had been received and that invoices had been issued. He also accepted that his original description of the relationship in response to the SRA was incomplete and had failed adequately to reflect those features.
- 31.25 However, he maintained throughout that the account given to the regulator reflected his genuine understanding at the time. He drew attention to the personal origins of the relationship and repeatedly asserted that he regarded it as a friendship which gradually became entangled with legal assistance. Mr Hitchens suggested that this explanation was inherently implausible when viewed against the documentary evidence. The Respondent accepted that the relationship ultimately acquired significant professional characteristics but maintained that his failure lay in misjudging the nature of the relationship rather than consciously misrepresenting it.
- 31.26 Cross-examination also explored the payments made by Client J and the Respondent's attempt to characterise some of those payments as personal support. Mr Hitchens suggested that descriptions such as "*money on account*", requests for payment and invoicing were inconsistent with a purely personal arrangement. The Respondent accepted that he had conflated personal support and professional assistance and accepted that his explanation to the regulator had been inadequate. However, he denied that it was knowingly false.

Cooperation with the SRA

- 31.27 In relation to Allegation 1.4, Mr Hitchens focused on the Respondent's failure to notify the SRA of the insurance position, his responses to regulatory enquiries and his conduct during the intervention process.
- 31.28 The Respondent accepted that notifications required by the insurance rules had not been made. He also accepted that there were substantial periods during which his responses were delayed, incomplete or absent. However, he disputed the Applicant's characterisation of these failures as an uninterrupted twenty-two-month period of non-cooperation. He relied on periods of engagement, including his lengthy meeting with Mr Middleton-Cassini subsequent communications regarding insurance and later dealings with intervention agents.
- 31.29 Mr Hitchens suggested that these examples of engagement did not materially alter the overall picture of repeated non-compliance. The Respondent's case, however, remained that his failures reflected personal difficulties, avoidance and an inability to cope rather than any deliberate strategy to obstruct the regulator.
- 31.30 The position concerning Client K's file was also explored. The Applicant contended that the failure to deliver the file demonstrated further non-cooperation. The Respondent maintained that the file had been retained separately because of ongoing litigation and was forgotten rather than deliberately concealed. He accepted that the omission should not have occurred but denied any intention to obstruct the intervention process.

Accounts Rules

31.31 Cross-examination on the accounts allegations was comparatively limited because the Respondent accepted the underlying accounting failures. The principal issue was whether those failures demonstrated a complete disregard of professional obligations and therefore supported the Applicant's case on integrity. The Respondent accepted that reconciliations were not performed and that accounting records were inadequate. However, he maintained that he had made unsuccessful attempts to address the position through legal software and external assistance. His case was that those efforts were inadequate but demonstrated that he was not simply indifferent to compliance.

32. The Respondent's case and closing submissions

32.1 The Respondent accepted that serious regulatory failings had occurred within his practice. In his witness statements, skeleton argument, oral evidence and closing submissions, he accepted that professional indemnity insurance had expired, that the Firm failed to cease practice when required, that some legal work continued after the relevant regulatory deadlines, that some clients were not given adequate information, that his engagement with the SRA was at times delayed and inadequate and that there were serious failures in the Firm's accounting systems and reconciliations.

32.2 However, notwithstanding his admissions his case was that those admissions did not resolve the separate allegations of dishonesty and lack of integrity. He submitted that the existence of serious regulatory breaches did not automatically establish dishonesty and that the Tribunal was required to analyse his actual knowledge and beliefs before reaching findings on his state of mind.

Allegation 1.1: practising without professional indemnity insurance

32.3 The Respondent accepted that professional indemnity insurance expired on 31 March 2022, that no replacement qualifying insurance was obtained, that the Firm did not close by 29 June 2022 and that some legal work, instructions and payments occurred after that date. He accepted that this conduct was wrong.

32.4 However, he submitted that the Applicant's allegation of dishonesty required separate analysis. He relied heavily upon contemporaneous communications with his broker, Henry Luwaca, and with the insurance provider, Sompo. He contended that from 2022 until at least 23 March 2023 he remained focused, indeed obsessed, with trying to preserve or revive the Firm's previous insurance arrangements. He argued that his continued efforts to persuade Sompo and those acting for the insurer to reconsider the position demonstrated that he genuinely believed there remained some possibility of obtaining a solution.

32.5 The Respondent accepted that such a belief did not authorise him to continue practising and did not make any prohibited work permissible. His submission was that those communications were relevant to the first limb of the test in *Ivey*, namely his actual state of knowledge and belief. He maintained that his failures arose because he continued, however unrealistically, to focus on saving the Firm, rather than because he had consciously embarked upon a dishonest course of conduct.

- 32.6 The Respondent also placed significant reliance upon his meeting with Mr Middleton-Cassini on 26 September 2022. He accepted that he agreed during that meeting, over a six-hour period, that no further legal work should be undertaken until insurance was in place. He accepted that his subsequent conduct was inconsistent with that position. Nevertheless, he submitted that the contemporaneous correspondence demonstrated substantial cooperation and openness at that point and argued that it was inconsistent with a dishonest intention to conceal matters from the regulator.
- 32.7 The Respondent further submitted that invoice dates could not automatically establish when legal work had been undertaken. He argued that invoices often reflected work carried out across lengthy periods, including periods before the cessation date, and invited the Tribunal to examine the chronology of each client matter individually rather than drawing conclusions from invoice dates, invoice numbers or payment dates alone.
- 32.8 The Respondent therefore accepted the underlying insurance and cessation breaches but denied that the Applicant had proved dishonesty.

Allegation 1.2: information provided to clients

- 32.9 The Respondent accepted that some clients did not receive a complete or accurate explanation of the Firm's insurance position. In particular, he accepted that Client H was sent standard terms of business stating that the Firm maintained professional indemnity insurance when no such insurance existed. He accepted that the wording was inaccurate and that the true position should have been explained before instructions or monies were accepted.
- 32.10 His case, however, was that the inaccurate wording arose because he continued to use an outdated template and failed to review or amend it. He maintained that the distinction was important. He accepted that the document was inaccurate but denied that he consciously used or retained the wording for the purpose of deceiving Client H.
- 32.11 The Respondent further relied upon the broader context of certain client relationships. In relation to Client H, he emphasised that he had known the client since approximately 2020 through shared serviced office premises and that the instruction arose in the context of an existing personal and professional acquaintance rather than through a conventional new client relationship. Whilst accepting that this did not alter his regulatory obligations, he submitted that it was relevant to understanding the circumstances in which the instruction arose and his state of mind at the time.
- 32.12 The Respondent also contended that the evidence did not support the suggestion of a universal strategy of concealment. He relied on his August 2023 dealings with Client G, in which he openly referred to the closure of the Firm and the absence of professional indemnity insurance. He accepted that he should not have offered assistance in those circumstances but argued that the communication itself was inconsistent with an intention systematically to conceal the Firm's circumstances from every client.
- 32.13 The Respondent therefore accepted the underlying disclosure failures but denied that the Applicant had proved dishonesty.

Allegation 1.3: Client J

- 32.14 The Respondent submitted that Allegation 1.3 required particular care because it involved a distinction between the objective nature of his dealings with Client J and his understanding of those dealings when responding to the Production Notice.
- 32.15 The Respondent accepted that he provided substantial legal assistance to Client J. He accepted meetings, attendance notes, document review, probate assistance, draft correspondence, caveat applications, discussions concerning fees, the issue of an invoice and receipt of payments totalling £5,200 (*the figure is also referred to as being £5,250*). He accepted that the relationship acquired substantial professional characteristics and further accepted that his original response to the Production Notice failed to provide a complete picture. However, he denied that he deliberately misled the SRA.
- 32.16 The Respondent's case was that the relationship originated through a private transaction and developed into a genuine friendship before legal matters arose. He argued that legal involvement developed incrementally and gradually became more substantial. His evidence was that the friendship never disappeared and that he continued to view the relationship through the lens of that friendship even after professional features had emerged.
- 32.17 The Respondent accepted that he wrongly attached excessive significance to the personal origins of the relationship and not enough significance to the objective characteristics that later developed. He accepted that, viewed objectively, the documents pointed strongly towards a solicitor-client relationship. However, he maintained that the relevant question was not whether his original description was objectively wrong but whether he knowingly gave an account he understood to be false when responding to the SRA.
- 32.18 The Respondent accepted that expressions such as “*never ever a client*” were too absolute and could not now be maintained. He accepted that his original response to the SRA was incomplete, inadequately expressed and capable of creating a misleading impression.
- 32.19 However, he denied that it reflected a conscious attempt to deceive. His case was that he was attempting, albeit badly and inaccurately, to describe an unusual relationship which had evolved from friendship into one with increasingly professional characteristics, but which he had never properly recognised or administered as a conventional retainer.
- 32.20 The Respondent therefore accepted that his characterisation of the relationship was seriously flawed but denied that the Applicant had proved he knowingly or deliberately misled the regulator.

Allegation 1.4: cooperation with the SRA

- 32.21 The Respondent accepted substantial failings in relation to cooperation with the SRA. He accepted that he did not notify the SRA of the relevant insurance periods, that his

responses were at times delayed or incomplete and that his engagement fell below the standard required.

- 32.22 His principal submission was that the chronology should not be characterised as one continuous twenty-two-month period of refusal to engage.
- 32.23 He pointed to periods of substantial engagement, particularly the lengthy meeting with Mr Middleton-Cassini in September 2022, the subsequent provision of information and documents and his efforts to address the insurance position. He relied upon those periods of engagement as evidence that the chronology was not one of uninterrupted resistance to regulation, although he accepted that there were subsequent periods of avoidance and non-engagement.
- 32.24 The Respondent therefore accepted the allegation in substance but disputed aspects of the Applicant's characterisation of the chronology.

Allegation 1.5: Accounts Rules

- 32.25 The Respondent accepted Allegation 1.5 substantially in full. He accepted that accounting records and reconciliations were seriously deficient and that, as sole director and COFA, responsibility rested with him.
- 32.26 He submitted, however, that Allegation 1.5 concerned systems and accounting failures only. It did not allege theft, misappropriation of client funds, client account shortages, fabrication of records or deliberate concealment. He therefore invited the Tribunal to confine its findings to the breaches actually alleged and admitted, and not to infer misconduct beyond the pleaded case.
- 32.27 The Respondent submitted that he was not attempting to avoid responsibility. He accepted serious professional failings, accepted that the Firm should have ceased trading much sooner, accepted that clients should have been given better information, accepted substantial failures in his dealings with the SRA and accepted serious accounting deficiencies.
- 32.28 However, he maintained that poor judgment, disorganisation, avoidance, unrealistic optimism, and regulatory failure were not synonymous with dishonesty. He invited the Tribunal to distinguish between the admitted objective breaches and the separate allegation that he knowingly acted dishonestly. He submitted that when the contemporaneous evidence was examined in its entirety, the Applicant had failed to prove dishonesty under Allegations 1.1, 1.2 and 1.3.

The Tribunal's Findings – Allegations 1.1 – 1.2 and 1.3

- 33. The Tribunal considered the Rule 12 Statement dated 9 December 2024, the Respondent's Answer and his statements. It also considered the parties' skeleton arguments, the documentary evidence, the Respondent's oral evidence and the submissions of both parties. It did not find it necessary to refer to every document or submission in its decision.

- 33.1 The burden of proof rested on the Applicant throughout. The Tribunal applied the civil standard, the balance of probabilities. It was satisfied that the conduct alleged in each allegation, if proved, was serious enough to amount to professional misconduct.
- 33.2 Client H, Client J and Mr Middleton-Cassini did not give evidence. The Respondent did not challenge the admissibility of their statements. The Tribunal did not, however, need to place any significant weight on those statements. It based its findings on the contemporaneous documents and on the Respondent's own evidence, including the admissions he made in closing submissions.

Approach to dishonesty (Principle 4): Allegations 1.1, 1.2 and 1.3

- 33.3 Dishonesty was the most serious aspect of Allegations 1.1, 1.2 and 1.3, and the Tribunal considered it first. It applied the test in *Ivey v Genting Casinos (UK) Ltd* [2017] UKSC 67. It first established the Respondent's actual state of knowledge or belief as to the facts. It then decided whether, in the light of that knowledge or belief, his conduct was dishonest by the objective standards of ordinary decent people. A belief need not be reasonable, but its reasonableness is relevant to whether it was genuinely held. The more manifestly unreasonable a belief, the less likely it is to be genuine.
- 33.4 The Tribunal found the Respondent to be articulate and intelligent. He withstood robust cross-examination, picked out and challenged particular details of the allegations, and showed a clear grasp of the chronology and of the regulatory requirements. That was relevant to the Tribunal's assessment of what he knew and believed at the material times. The Tribunal also took account of his character references, which were generally supportive. It treated them as relevant both to his credibility and to whether he was likely to have acted dishonestly.

Allegation 1.1: practising without qualifying insurance

- 33.5 The Tribunal accepted that the Respondent had worked hard, through his broker Mr Luwaca, to restore the Firm's PII arrangements with Sompo. It also accepted that he was trying to save a firm he had built over many years. That context did not, however, alter the regulatory position or answer the allegation of dishonesty.
- 33.6 Taken together, Mr Luwaca's correspondence told the Respondent the following:
- The Firm's qualifying insurance had expired on 31 March 2022.
 - The extended policy period would end on 30 April 2022, and the cessation period on 29 June 2022.
 - Unless replacement cover was obtained, the Firm would have to cease practice by the end of the cessation period.
 - During that period, the Firm could not accept new instructions and could do only the work needed for the orderly winding down of existing matters.

- 33.7 The correspondence also recorded the attempts to persuade Sompō, or those acting for it, to restore cover, and the insurer's reasons for not doing so. It continued into late 2022 and early 2023. No replacement qualifying policy was ever obtained.
- 33.8 The correspondence cut both ways. It supported the Respondent's case that he made sustained efforts to restore cover and continued to hope for a solution. It also showed that he had been told clearly of the deadlines and of the consequences of failing to obtain cover. Nothing in it suggested that he could keep practising while negotiations continued.
- 33.9 The Respondent admitted that he knew the Firm's qualifying insurance expired on 31 March 2022, that no replacement was obtained, and that the Firm did not close by 29 June 2022. He admitted accepting new matters after 30 April 2022, continuing to act after 29 June 2022, and doing private legal work after the intervention on 30 July 2023. Those admissions were consistent with his accepted statement to Mr Middleton-Cassini that he had "*put his head in the sand*" and neglected to renew the insurance.
- 33.10 The Tribunal considered the example client matters individually. It found that the date on which the work was done, not the date of the invoice, determined whether it fell after the relevant deadline. It did not need to determine the precise number of matters, because the admitted facts were enough to establish the allegation.
- 33.11 The Respondent did not contend that he was entitled to continue practising. He accepted that he knew the Firm was uninsured and required to cease practice. His case was that his focus on restoring cover with Sompō was relevant to his state of mind. The Tribunal accepted that he genuinely hoped that cover might be restored. That hope did not, however, affect what he knew. To the extent that his evidence suggested that he believed he could continue to act in the meantime, or that he had not appreciated the significance of the deadlines, the Tribunal rejected it:
- The broker's correspondence was clear and repeated, and concerned a matter of fundamental importance to his practice.
 - The Respondent's close attention to detail, evident throughout the hearing, was difficult to reconcile with his claimed failure to understand it.
 - His hope that Sompō might reconsider gave no basis, reasonable or otherwise, for believing that he was entitled to continue practising in the meantime.
- 33.12 Any belief that he was entitled to continue practising would have been manifestly unreasonable and, having regard to those matters, the Tribunal found that no such belief was genuinely held.
- 33.13 The Tribunal found that, by 29 June 2022 at the latest, the Respondent knew three things: the Firm had no qualifying insurance, the cessation period had expired, and the Firm was required to cease practice. He nevertheless continued to accept instructions and to do legal work. Putting his head in the sand did not negate that knowledge. He described some of the people he acted for as friends and relied on blurred personal and professional boundaries. That did not change the character of the communications,

which were in substance, and often in form, correspondence between solicitor and client.

33.14 Continuing to practise in those circumstances was dishonest by the standards of ordinary decent people. The Tribunal found dishonesty proved on Allegation 1.1.

Allegation 1.2: failing to inform clients of the true PII position or trading position

33.15 The allegation was pleaded in the alternative. The Tribunal was not satisfied that the Respondent was under a general obligation to disclose the Firm's financial or trading position to clients and made no finding on that basis. The allegation was established on the PII limb and was therefore proved as pleaded.

33.16 The Tribunal considered Allegation 1.2 separately from Allegation 1.1. It had regard, however, to its finding on Allegation 1.1 that by 29 June 2022 the Respondent knew the Firm was uninsured and was required to cease practice.

33.17 On 21 April 2023, the Respondent sent a letter of engagement to Client H. The letter:

- thanked Client H for the instructions and said he was pleased to act;
- set out the legal issue;
- quoted a fee of £1,500 plus VAT; and
- asked for a current passport or driving licence for anti-money laundering purposes.

33.18 The Respondent signed the letter in his own name. It was not a generic document. It was prepared for this client and this matter. The Respondent enclosed the Firm's terms of business with the letter. These referred to the Firm's insurance twice, at paragraph 2.5 and at paragraph 12, headed "*Professional Indemnity Insurance Details*". Both statements were untrue. Paragraph 12 also stated that the insurance was maintained in accordance with the Firm's professional obligations, when the Respondent knew those obligations were not being met.

33.19 The Respondent's case was that the terms were a standard document he had not reviewed, and that any misstatement was an oversight. The Tribunal rejected that explanation for four reasons.

- On the evidence, the Respondent was a meticulous person who paid close attention to detail. The Tribunal was satisfied that he would have checked what he was sending.
- He wrote the covering letter himself and chose to enclose the terms.
- The misstatement appeared twice, not once in passing.
- One of those appearances was in a paragraph whose heading drew attention specifically to the Firm's insurance position.

- 33.20 Given what the Respondent knew about that position, the Tribunal did not accept that he could have sent these documents without appreciating what they said about insurance.
- 33.21 The Tribunal found that when he sent the letter and terms to Client H on 21 April 2023, the Respondent knew that they represented the Firm as insured when it was not. By the standards of ordinary decent people, knowingly telling a new client that a firm holds professional indemnity insurance when it does not is dishonest. This was not a mere oversight.
- 33.22 The Tribunal did not reason that, because it had found the Respondent dishonest on Allegation 1.1, he must also have been dishonest on Allegation 1.2. Its finding rested on three matters: the Respondent's knowledge on 21 April 2023, the content and circumstances of the documents he sent, and its rejection of his explanation. The allegation was pleaded in relation to "one or more" clients, and Client H alone was sufficient to satisfy it. The Tribunal found dishonesty proved on Allegation 1.2.

Allegation 1.3: inaccurate and misleading information to the SRA about Client J

- 33.23 The Tribunal considered how the relationship between the Respondent and Client J began and developed. It accepted that personal and professional boundaries had become blurred and then crossed.
- 33.24 On 5 April 2024, the SRA sent the Respondent a Production Notice. In summary, it asked for:
- details of Client J's instructions;
 - statements for the bank account into which Client J had paid money; and
 - confirmation of any other clients for whom he had worked after the intervention.
- 33.25 In his reply the Respondent gave the following account:
- He first met Client J in around March 2023, when buying an item from him on eBay, and they "*hit it off as friends*".
 - He had told Client J about his financial situation, and Client J had sympathised.
 - Client J never formally instructed him. They traded skills as friends.
 - He had asked Client J to fix a day bed, assuming it would be free of charge as no fees were discussed. Client J's son did the work and charged him £600, which he could not afford.
 - Client J gave him a total of £5,250. These sums "*were to help me out*", as he was not earning and had bills to pay.
 - He would then "*help him with his legal and non-legal issues on the side*". He did not provide "*anything close to an engagement letter or invoices because it wasn't that type of relationship. It was informal.*"

- Client J “*felt bad asking me for help and not paying or doing something to make it seem right ... I also found it very hard to not accept because I had no money ...*”.
- The payments were not paid into a client account because the Firm had been intervened into, and “it was not client money but a friend helping me on a personal level”.

33.26 In substance, the Respondent's account to the SRA was that Client J was a friend whom he had helped informally, and that their relationship was not one of solicitor and client.

33.27 At the hearing, the Respondent's position moved. He accepted that the relationship had acquired substantial professional characteristics and that his reply to the SRA had been too absolute. His case was that the boundary between friendship and a professional relationship had become blurred. He said he could now see how it might appear that a professional relationship had developed, but that he had not recognised this at the time.

33.28 The Tribunal compared that account with the contemporaneous documents. These showed that the Respondent:

- requested and received money on account;
- gave formal legal advice;
- issued an invoice;
- referred to his “*time*” and “*work*”; and
- lodged a caveat at court.

33.29 His email to Client J of 9 November 2023 illustrated this. It recorded a meeting between them at a café in London Colney, with its timing and duration, and set out the issues Client J had raised and the advice given. It enclosed an invoice for that day's work, which Client J had already paid. It asked for £2,500 on account of future work and for a driving licence or other suitable identification for anti-money laundering purposes. It also stated that the Respondent had forgotten to write an engagement letter.

33.30 The Tribunal found that the email was, in substance, a confirmation of instructions from a solicitor to a client. The Respondent's explanation was that he habitually wrote in a formal style, even to friends. The Tribunal did not accept that explanation. Style might account for the tone of the email, but not for its substance. Friends do not usually invoice one another for advice, take payment, ask for money on account of future work, or request identification for anti-money laundering checks. These were the features of a retainer, and the Respondent was responsible for each of them.

33.31 The Tribunal gave particular weight to two features of the documents. First, the Respondent had issued an invoice. That directly contradicted his statement to the SRA that there was nothing “*close to*” an invoice. Second, his statement that he had forgotten to write an engagement letter was his own contemporaneous recognition that the relationship called for one. Neither could be reconciled with his account to the SRA.

The Tribunal made no finding about why he did not send an engagement letter, and its conclusion does not depend on one.

33.32 The Tribunal found that the Respondent's account to the SRA was misleading. It described as informal help between friends a relationship that he had known at the time was one of solicitor and client and had documented as such. The Tribunal rejected his explanation that he had recognised the professional character of the relationship only with hindsight. When he gave that account, the Respondent knew that Client J was his client. Given its findings on Allegation 1.1, the Tribunal was also satisfied that he knew he had been acting without insurance or authorisation and so understood the significance of the SRA's questions. By the standards of ordinary decent people, knowingly giving a regulator a misleading account of a professional relationship in order to minimise one's own misconduct is dishonest.

33.33 The Tribunal found dishonesty proved on Allegation 1.3 to the requisite standard.

Integrity (Principle 5): Allegations 1.1, 1.2 and 1.3

33.34 Having found that the Respondent acted dishonestly in each of Allegations 1.1, 1.2 and 1.3, the Tribunal applied *Wingate v Solicitors Regulation Authority* [2018] EWCA Civ 366.

33.35 The Tribunal reminded itself that dishonesty and lack of integrity are distinct concepts, and that a solicitor may lack integrity without being dishonest. The converse does not hold. In *Wingate v Solicitors Regulation Authority* [2018] EWCA Civ 366 the Court of Appeal described integrity as connoting adherence to the higher ethical standards which the profession expects of its members, going beyond mere honesty. Conduct found to be dishonest necessarily falls below that standard.

33.36 The Tribunal considered the conduct in each allegation against the standards the profession expects. Practising without qualifying insurance in the knowledge that the Firm was required to close, representing to a new client that the Firm was insured when it was not, and giving the regulator a misleading account of a professional relationship each fell well below those standards, independently of the Tribunal's findings on dishonesty. The Tribunal found lack of integrity proved on Allegations 1.1, 1.2 and 1.3, as pleaded.

33.37 The Tribunal therefore found breaches of Principles 4 and 5 of the SRA Principles 2019 (the Principles) on each of those allegations.

Other breaches in Allegations 1.1, 1.2 and 1.3

33.38 The Tribunal also found the following breaches proved on the balance of probabilities.

Allegation 1.1

33.39 Rules 2.4, 4.1 and 4.2 of the SRA Indemnity Insurance Rules 2019 (the IIRs): these obligations are strict, and the admitted facts established the breaches.

- 33.40 Principle 2 (*public trust and confidence*): insurance is a fundamental protection for clients. The Respondent continued to accept instructions and payment when the Firm should have closed. After the intervention, he took instructions and payment personally, without insurance or authorisation. That conduct undermined public trust and confidence in the profession and in legal services.
- 33.41 Principle 7 (*acting in a client's best interests*): the rules governing authorised firms and legal services exist to protect clients. By trading in breach of those rules, and without insurance, the Respondent exposed his clients to the risk of having no recourse if things went wrong. That was not in their best interests.

Allegation 1.2

- 33.42 Paragraphs 1.4 and 8.11 of the SRA Code of Conduct for Solicitors, RELs and RFLs (the Code for Solicitors): the Respondent misled Client H about the Firm's insurance and did not ensure that his clients understood the regulatory protections available to them.
- 33.43 Principle 2: the public expects solicitors to be truthful about the services they provide. By misleading clients about the Firm's insurance, the Respondent undermined public trust and confidence in the profession and in legal services.
- 33.44 Principle 7: giving a client untrue information about the Firm's insurance and so leaving them unaware that they had no insurance protection, was clearly not in their best interests.

Allegation 1.3

- 33.45 Principle 2: regulation depends on solicitors giving the SRA accurate information. By misleading the SRA, the Respondent undermined public trust and confidence in the profession and in legal services.

Allegation 1.4: failure to respond promptly and adequately to, and cooperate with, the SRA

- 33.46 The Respondent admitted that he did not notify the SRA that the Firm had entered the extended policy period or the cessation period. He accepted the substance of the allegation but disputed that his failure was continuous throughout the whole period. The Tribunal considered that point academic. The allegation was established by significant failures over an extended period, including:
- repeated unanswered SRA enquiries from November 2022;
 - failures to cooperate with the intervention; and
 - the need for a High Court order, dated 11 December 2023, for delivery up of documents.
- 33.47 The Tribunal found Allegation 1.4 proved on the balance of probabilities. This included the admitted breaches of Rules 4.1 and 8.1 of the IIRs. The Tribunal also found proved breaches of paragraphs 7.3 and 7.4 of the Code for Solicitors.

- 33.48 Principle 2: the public expects solicitors to be open and prompt with their regulator, particularly on matters of client protection. It also expects them to cooperate with interventions, whose costs may otherwise fall on the profession. The Respondent failed to notify the SRA of the Firm's PII problems and failed to provide relevant information promptly and in full. He also failed to cooperate with the intervention, which made a High Court order necessary. That conduct undermined public trust and confidence in the profession and in legal services. The breach of Principle 2 was proved on the balance of probabilities.
- 33.49 Principle 5 (integrity): applying *Wingate*, a solicitor acting with integrity is open with the regulator and cooperates with it. The Respondent's failure to notify the SRA of the Firm's loss of insurance, his repeated failure to answer its enquiries and his failure to cooperate with the intervention, to the point where a High Court order was required, fell below that standard. In doing so he acted without integrity, in breach of Principle 5.

Allegation 1.5: failure to maintain books of account

- 33.50 Allegation 1.5 was accepted subject only to the qualification that it did not allege theft, misappropriation, or a shortage. The Tribunal was satisfied that the admissions were properly made and consistent with the evidence.
- 33.51 From March 2017, the client cash account was not written up or reconciled, and no list of client ledger balances was prepared. It was not alleged that any client money had been lost.
- For the period from 25 November 2019, the Tribunal found breaches of Rules 8.1 and 8.3 of the SRA Accounts Rules 2019 and of Principles 2 and 5 of the SRA Principles 2019.
 - For the earlier period, it found breaches of Rules 29.1, 29.2, 29.9 and 29.12 of the SRA Accounts Rules 2011 and of Principles 2 and 6 of the SRA Principles 2011.

Conclusion

- 33.52 The Tribunal found Allegations 1.1 to 1.5 proved on the balance of probabilities. It found dishonesty proved on Allegations 1.1, 1.2 and 1.3, and lack of integrity proved on Allegations 1.1 to 1.5.

Previous Disciplinary Matters

34. There were no previous findings.

Application for the Applicant to be heard on sanction

35. Before the Respondent began his submissions in mitigation, Mr Hitchens applied on behalf of the Applicant to be heard on sanction. He explained that he was making the application at that point because, as a matter of fairness, the Applicant should address the Tribunal first, so that the Respondent had the opportunity to respond and have the last word. Mr Hitchens accepted that, following findings of dishonesty, the usual

sanction was strike-off. He said that he was instructed to emphasise the seriousness of the misconduct and the public interest in the Tribunal taking a robust approach. He recognised, however, that these matters would already be in the Tribunal's mind, and he left the application to the Tribunal.

36. The Chair indicated that the Tribunal was not opposed in principle to hearing from the Applicant on sanction. In this case, however, the Tribunal had found dishonesty proved. In the absence of exceptional circumstances, the only appropriate sanction was strike-off, and it was for the Respondent to advance any exceptional circumstances on which he relied. The Tribunal was well aware of its sanctioning powers and of the matters Mr Hitchens had identified and would take them into account. It did not consider that it would be assisted by further submissions from the Applicant and did not hear them.

Mitigation

37. The Respondent said he did not seek to re-argue the Tribunal's findings. He accepted the seriousness of the findings, including the findings of dishonesty under Allegations 1.1, 1.2 and 1.3. He acknowledged that, applying *SRA v Sharma* [2010] EWHC 2022 (Admin), the ordinary consequence of findings of dishonesty would be strike-off in the absence of exceptional circumstances.
38. The Respondent's primary submission was that the Tribunal should consider whether the case fell within the small residual category of cases contemplated in *Sharma* in which strike-off would be disproportionate. He submitted that the question was not simply whether there existed personal mitigation, but whether, when assessing the nature, scope and extent of the dishonesty found, together with his overall level of culpability, the circumstances justified a lesser sanction.
39. The Respondent invited the Tribunal to analyse carefully the precise nature of the dishonest conduct that had been found. He submitted that the Tribunal should consider the duration of the conduct, the extent of the benefit obtained, the actual harm caused, and the degree of culpability involved. His case did not involve theft of client money, misappropriation of client funds, fabrication designed to steal client money or the concealment of client account shortages. He accepted that there were three separate findings of dishonesty but submitted that the Tribunal should nevertheless consider the character of the dishonest conduct actually found rather than simply the number of findings.
40. The Respondent accepted that his conduct had crossed the line into dishonesty as determined by the Tribunal. He acknowledged that such conduct undermined public confidence in solicitors and recognised the seriousness of the Tribunal's conclusions. However, he submitted that the sanction exercise required a fact-sensitive assessment of culpability, harm, benefit obtained and the overall scope of the misconduct.
41. The Respondent further relied upon the character evidence filed on his behalf. He accepted that evidence of good character could not negate findings of dishonesty and did not seek to deploy it for that purpose. Rather, he submitted that it was relevant to the Tribunal's assessment of his character as a whole, his capacity for rehabilitation, future risk and the question whether permanent exclusion from the profession was necessary to protect the public.

42. The Respondent also relied upon the passage of time since the underlying events. He pointed out that he had been outside legal practice since the intervention in July 2023 and had therefore already spent a substantial period away from the profession. He expressly accepted that this did not amount to a retrospective suspension and did not suggest that the period should be treated as time already served. However, he submitted that the Tribunal could properly take into account the lengthy period already spent away from practice when assessing proportionality and future risk.
43. The Respondent invited the Tribunal to consider his conduct and circumstances since intervention. He submitted that he had sought to rebuild his life and employment outside legal practice and that the Tribunal should assess the person appearing before it, rather than only the misconduct which had occurred several years previously.
44. A further submission advanced by the Respondent was that exceptional circumstances should be assessed cumulatively. He asserted that the correct approach was not to ask whether any single factor was exceptional in isolation, but rather to evaluate all relevant circumstances together when determining whether the ordinary consequence of dishonesty should be displaced.
45. The Respondent therefore submitted that the case fell within the residual category identified in *Sharma* where strike-off would be disproportionate. He asked the Tribunal not to strike his name from the Roll and submitted that the objectives of public protection and maintaining confidence in the profession could be met by a lesser sanction. If the Tribunal considered that suspension remained necessary, he invited it to impose a proportionate period of suspension together with such restrictions on practice as might be thought necessary to protect the public.

Sanction

46. The Tribunal had regard to the Sanctions Guidance (11th Edition, February 2025) and considered the Respondent's culpability, motivation, the harm, and risk caused by the misconduct, the presence of aggravating and mitigating factors, and whether there were exceptional circumstances capable of justifying a departure from the usual outcome following findings of dishonesty.
47. The Tribunal accepted that the Respondent's motivation was not personal greed or a desire to misappropriate client money. The Tribunal accepted that the Respondent's conduct was driven, at least in part, by a desire to save the Firm and by an unrealistic belief that a solution to the insurance difficulties might yet be found. The Tribunal also accepted that he demonstrated a marked tendency to avoid confronting the consequences of the Firm's regulatory position. However, whilst those matters assisted in understanding why the misconduct occurred, they did not reduce the Respondent's responsibility for it. He knew that the Firm was uninsured, knew that it was required to cease practice and nevertheless continued to act for clients, receive instructions and accept payment.
48. The Tribunal's findings of dishonesty were based upon its conclusion that the Respondent knew the relevant facts, namely that the Firm was uninsured and required to cease practice. His unwillingness to confront the implications of those facts did not prevent him from knowing them.

49. The Tribunal considered the harm caused and the risk of harm. Although there was no allegation of client money being misappropriated and no finding that clients suffered direct financial loss, clients were deprived of important regulatory protections and were exposed to the risk that legal services were being provided without the protection of qualifying professional indemnity insurance. The misconduct therefore created a significant risk of harm to clients and undermined confidence in the regulatory framework designed to protect the public.
50. The Tribunal regarded a number of factors as aggravating. The misconduct extended over a substantial period. The dishonesty was not confined to a single incident but arose in three separate contexts: continuing to practise without insurance, misleading a client regarding the existence of insurance cover and providing misleading information to the regulator. The misconduct persisted despite warnings regarding the insurance position and despite the Respondent's acceptance during the forensic investigation that he should not undertake further legal work unless insurance was obtained. The Tribunal also took into account the failures to cooperate with the regulator and the longstanding accounting failures.
51. The Tribunal also considered the available mitigation. It took into account the Respondent's previous good character, the supportive testimonials provided on his behalf, the absence of previous disciplinary findings, the admissions made in relation to many of the underlying facts, the personal evidence relied upon in mitigation and the period he had already spent out of practice following the intervention. The Tribunal accepted that the Respondent had sought to rebuild his life outside the profession and that there was evidence of positive personal qualities.
52. The Tribunal reminded itself that in *Sharma* the court held that, save in exceptional circumstances, a finding of dishonesty will lead to strike-off. In deciding whether exceptional circumstances exist, the Tribunal must look principally at the nature, scope and extent of the dishonesty. Relevant factors include whether it was momentary or extended over a lengthy period, whether it was a benefit to the solicitor, and whether it had an adverse effect on others. The Tribunal considered each of those factors, as the Respondent had invited it to do. The dishonesty was not momentary: it arose in three separate contexts and extended over a substantial period. The Respondent received payment for work he knew he was not entitled to do. His clients were deprived of the protection of insurance, and the SRA was misled.
53. The Tribunal concluded that there were no exceptional circumstances, whether viewed individually or cumulatively. The dishonesty found proved was deliberate conduct undertaken with knowledge of the true position, and it occurred on multiple occasions and in different contexts. Having considered the range of sanctions available, the Tribunal was not satisfied that a reprimand, fine, conditions on practice or a period of suspension would adequately protect the public, maintain public confidence in the profession or uphold proper professional standards. The Respondent was therefore struck off the Roll.

Costs

54. *The Applicant's application*

- 54.1 Mr Hitchens referred the Tribunal to the Applicant's most recent costs schedule and the total claimed of £45,121.40. He addressed first the amount sought and then the Respondent's means. By way of an overarching submission, he contended that the Respondent's conduct of the proceedings had caused the SRA to incur very significant costs, much of which was not reflected in the schedule because the SRA had sought to be proportionate and fair.
- 54.2 He relied on the volume and frequency of the Respondent's correspondence in the weeks leading up to the hearing, describing multiple communications on many days and repeated applications, many of which were unnecessary or bound to fail. Much of that material was marked urgent and had to be considered and answered. He submitted that this continued even after the Tribunal had written to the Respondent noting the volume of correspondence, applications and other material and asking him to contain his submissions until the opening of the hearing. The costs schedule had to be assessed in that context.
- 54.3 Turning to the component figures, Mr Hitchens identified £3,328 for solicitor communications following the issue of proceedings. He submitted that this figure had been kept artificially low out of an abundance of fairness. He also referred to the pre-issue costs of £14,246.40 and submitted that, given the period spanned by the matter, the number of allegations and the complexity of the case, that sum was manifestly reasonable.
- 54.4 As to counsel's fees, £23,504, Mr Hitchens submitted that they were reasonable and proportionate having regard to the length of the hearing, the complexity of the case and the number of allegations. He submitted that this was reasonable for proceedings of the most serious kind, spanning a significant period, involving factual complexity and made more difficult and expensive by the Respondent's conduct.
- 54.5 Mr Hitchens further submitted, as a matter of public policy, that there was no reason why the wider profession should bear the costs arising from the Respondent's conduct. He then addressed means by reference to the decision in *Barnes v SRA Ltd [2022] EWHC 677 (Admin)*, which sets out that Tribunal should not make an order for costs where it is unlikely ever to be satisfied on any reasonable assessment of the respondent's current or future circumstances. He submitted that the burden lay on the Respondent to show that he lacked the means to satisfy a costs order and that the relevant question was not whether he could pay £45,121.40 immediately, but whether there was a reasonable prospect that he could satisfy the order at any point in the future.
- 54.6 Mr Hitchens relied on the fact that the Respondent was working as an HGV driver, which he described as a skilled occupation giving him the capacity to earn a reasonable income towards his costs liability. He also referred the Tribunal to the Respondent's personal bank statements. For the period from 1 May to 31 July 2026, deposits totalled approximately £15,000, which he said equated to about £60,000 per annum on a pro rata basis.

- 54.7 On the material before the Tribunal, Mr Hitchens submitted that the Respondent had a reasonable prospect of satisfying a costs order in the medium to long term. He was employed, significant sums were being paid into his account and there was no reason to think that he would not continue to work and earn money. The Respondent had therefore not discharged the burden of demonstrating that there was no reasonable prospect of satisfying an order. Mr Hitchens submitted that a costs order was richly merited, that the amount claimed was reasonable and proportionate in the context of the proceedings, and invited the Tribunal to order the Respondent to pay the Applicant's costs in the sum claimed in the schedule.

The Respondent's submissions on costs

- 54.8 The Respondent's primary submission was that the Tribunal should make no order for costs.
- 54.9 The Respondent did not dispute the figures in the bank statement but submitted that they had to be seen in context. Money came into the account and went out again quickly, and the account was in effect permanently overdrawn. The outgoings had to be considered alongside the deposits.
- 54.10 The Respondent referred to Rule 43(4) of the SDPR 2019. He submitted that the Tribunal could consider all relevant matters in deciding whether to make an order for costs and in what amount. These included the conduct of the parties, compliance with directions and time limits, whether the time claimed was reasonable and proportionate, whether the rates and disbursements were reasonable and proportionate, and the means of the paying party.
- 54.11 The Respondent submitted that conduct fell to be considered on both sides. He accepted that some, if not all, of his recent applications, which the Tribunal had dealt with as preliminary matters on the first day of the hearing, might not have been necessary. However, as a litigant in person, he had regarded them as material. He had made them protectively because the Applicant's solicitor had not provided, within a reasonable time, information he had reasonably requested about the Applicant's absent witnesses. That information had arrived piecemeal.
- 54.12 The Respondent also relied on the Applicant's failures to comply with the Tribunal's directions of 29 January 2026, which he had raised on the first day of the hearing. The Applicant's skeleton argument had been filed and served late, for which an apology had been offered. The costs schedule had been filed late and without advance warning. The hearing bundle had not been prepared in the sequence required by direction 9, under which the Applicant was to provide an index, the parties were to agree it, and the Applicant was then to produce the bundle. The Respondent said that he had himself provided a draft index to the Applicant's solicitor on or around 23 August 2026, although that was not his obligation, and that the directions had been known for at least eight months. Had the index been agreed, his correspondence concerning his means would have been included in the bundle.
- 54.13 The Respondent submitted that the purpose of a costs order was compensatory, not punitive, and that an order might in effect operate as an additional sanction. He said that his limited means had not been raised at a late stage and referred to open

correspondence. By an email of 28 April 2025 to the Tribunal and the Applicant's previous solicitor he had stated that he was of little means and impecunious, and that he would contend that no order for costs should be made or that any order should be limited by his lack of means.

- 54.14 On 18 December 2025 he had sent a copy of that email to the Applicant's current solicitor, who acknowledged receipt on 8 January 2026. By an email of 6 August 2026 to the Applicant's solicitor, copied to the Tribunal, he had confirmed that his circumstances remained extremely limited and had not materially improved. In that email he had maintained his position that there should be no order for costs or, alternatively, an order reflecting his means. The Applicant's solicitor had replied on 10 August 2026. His statement of means had been filed on time in accordance with the directions. He did not take the Tribunal through it, as it contained sensitive information, but submitted that it confirmed his limited means.
- 54.15 The Respondent invited the Tribunal to consider whether a costs order was realistically capable of being satisfied on any reasonable assessment of his current and future circumstances. He also asked the Tribunal to take into account any restriction on his future earning capacity resulting from the sanction imposed.

54.16 Mr Hitchens made no reply.

The Tribunal's decision on costs

- 54.17 The Tribunal had regard to its discretion under Rule 43 of the SDPR 2019 and to the submissions of both parties. Neither party sought a detailed assessment, and the Tribunal therefore proceeded by way of summary assessment. By its nature, this required the Tribunal to take a broad-brush approach, standing back and considering the matter in the round.
- 54.18 The Tribunal was satisfied that the proceedings had been properly brought. Every allegation had been found proved, including dishonesty in respect of Allegations 1.1, 1.2 and 1.3. In principle, therefore, it was appropriate that the Applicant should recover its costs, subject to the question of amount.
- 54.19 As to amount, the Tribunal was satisfied that the sum claimed, £45,121.40, was reasonable and proportionate. The proceedings concerned serious allegations, including three allegations of dishonesty, arising from conduct over a substantial period. The Respondent had contested the dishonesty allegations throughout, as he had been entitled to do, and the matter had required a four-day hearing. The Respondent had referred to the factors in Rule 43(4), including whether the time claimed and the rates charged were reasonable and proportionate. He did not, however, challenge any particular item in the schedule, the time recorded, or the rates, nor did he suggest any alternative figure.
- 54.20 The Tribunal considered that the costs of the proceedings had been increased by the manner in which the Respondent had conducted them. In the weeks before the hearing, he had sent a very large volume of correspondence, much of it marked as urgent, and had made repeated applications. That had continued even after the Tribunal had written to him about the volume of correspondence and applications and asked him to confine his submissions to the opening of the hearing. The Respondent himself accepted that some, if not all, of those applications may not have been necessary. The Tribunal noted

that the Applicant had not sought to recover the full cost of dealing with that correspondence, and that the sum claimed for correspondence after issue was modest. The Respondent's conduct was not therefore a reason to increase the order, but it provided no basis for any reduction.

- 54.21 The Tribunal considered the Respondent's submissions on the Applicant's failures to comply with the Standard Directions of 29 January 2026. These concerned the late service of the skeleton argument, the late filing of the costs schedule, and the preparation of the hearing bundle. They had been raised and noted on the first day of the hearing, and the Applicant had apologised for the late service. The Tribunal found that nothing turned on these matters. The Respondent did not suggest that he had suffered any prejudice or incurred any additional cost as a result, and the hearing proceeded without difficulty. As the Respondent himself submitted, the purpose of a costs order is compensatory, not punitive. A reduction on this ground would not compensate the Respondent for any loss. It would simply penalise the Applicant and would in effect shift those costs onto the profession as a whole.
- 54.22 The Tribunal then considered the Respondent's means, applying *Barnes*. The onus was on the Respondent to show that he lacked the means to meet an order. The question was not whether he could pay the sum immediately, but whether there was a reasonable prospect of his being able to do so in future. The Tribunal accepted that the Respondent had consistently raised his limited means since April 2025. That consistency, however, did not itself establish an inability to pay. The Respondent was in employment as an HGV driver. He did not dispute the figures in his bank statement, which showed deposits of around £15,000 over three months. His statement of means showed that his income marginally exceeded his outgoings. The Tribunal noted his existing debts, including a substantial liability to HMRC, but did not consider that they justified a reduction in the order.
- 54.23 The Respondent asked the Tribunal to take into account any effect of the sanction on his future earning capacity. The Tribunal noted that the Respondent had not practised since the intervention in July 2023 and was already earning his living outside the profession. Strike-off would not, therefore, materially alter his present earning capacity.
- 54.24 The Tribunal was not satisfied that there was no reasonable prospect of the Respondent being able to meet an order in future. It therefore made no reduction on account of means and did not consider it appropriate to make any provision deferring enforcement.
- 54.25 The Tribunal therefore ordered the Respondent to pay the Applicant's costs in the sum of £45,121.40.

Statement of Full Order

55. The Tribunal ORDERED that the Respondent, ANDREW LEE, solicitor, (SRA ID number 541152), be STRUCK OFF the Roll of Solicitors and it further Ordered that the Respondent do pay the costs of and incidental to this application and enquiry fixed in the sum of £45,121.40.

Dated this 1st day of October 2026
On behalf of the Tribunal

A Kellett

A Kellett
Chair

JUDGMENT FILED WITH THE LAW SOCIETY
01 Oct 2026