

# SOLICITORS DISCIPLINARY TRIBUNAL

IN THE MATTER OF THE SOLICITORS ACT 1974

Case No. 12704-2024

## BETWEEN:

SOLICITORS REGULATION AUTHORITY LTD

Applicant

and

MICHAEL CARL LILLYWHITE

Respondent

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Before:

Mr E Nally (in the chair)

Mrs M Cole

Ms J Rowe

Date of Hearing: 19—20 February 2026

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## Appearances

Oliver Lawrence, barrister, Outer Temple Chambers, 222 Strand, Temple, London WC2R 1BA, for the Applicant.

Jonathan Goodwin, Jonathan Goodwin Solicitor Advocate Ltd, 69 Ridgewood Drive, Pensby, Wirral, CH61 8RF, for the Respondent.

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## JUDGMENT

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## Allegations

1. The allegations against the Respondent, Michael Carl Lillywhite, made by the SRA are that, while in practice as a fixed share Partner at George Green LLP (“the Firm”).
  - 1.1 Between January to February 2023, he created and backdated, (or caused the creation and backdating of) a document to 13 December 2022 on the matter of Client A, which gave the misleading impression that the document had been signed on an earlier date when this was not the case. In doing so, he thereby breached any or all of Principles 2, 4 and 5 of the SRA Principles (“the Principles”) and Paragraph 1.4 of the SRA Code of Conduct for Solicitors, RELs (“the Code for Solicitors”).
  - 1.2 On 3 March 2023, he sent an email to Client B which he knew or ought to have known was misleading, as he omitted to tell Client B that a draft Will had been sent to the client’s previous address instead of the client’s new address. In doing so, he thereby breached any or all of Principles 2, 4 and 5 of the Principles and Paragraph 1.4 of the Code for Solicitors.

## Executive Summary

2. The SRA brought two allegations arising from events in January–March 2023 while the Respondent practised in the private client department at George Green LLP. In Allegation 1.1 (Client A), it was alleged that he created and backdated a Memorandum of Appropriation to 13 December 2022, thereby giving the false impression that the appropriation predated completion; breaches of Principles 2, 4, 5 and Code 1.4 were pleaded. In Allegation 1.2 (Client B) it was alleged that his 3 March 2023 email was misleading, in that it reassured the client while attaching a Will revised to a new address without acknowledging the earlier posting to the old address; the same Principles and Code were relied upon.
3. Applying the test in *Ivey v Genting Casinos (UK) Ltd t/a Crockfords* [2017] UKSC 67, the Tribunal found dishonesty proved on both allegations. The medical evidence (admitted on the papers) did not demonstrate that the Respondent held any different belief about the relevant facts at the material times; on the facts as found, ordinary decent people would regard the conduct as dishonest. The Tribunal noted, in particular, that the conduct comprised two separate incidents involving different client matters, each involving discrete steps. Each allegation also involved misleading conduct and lack of integrity.
4. Given the nature, extent, and scope of the dishonesty—encompassing conduct on two separate occasions and forming the most significant factor—the absence of personal gain and the limited direct harm to others were not capable of displacing the default position that findings of dishonesty ordinarily require a strike off. Accordingly, the Tribunal did not regard this as falling within the small residual category of cases in which a sanction other than strike off was appropriate.

## Sanction

5. The Respondent was struck off the Roll of solicitors. The Tribunal’s reason for sanction can be found [\[here\]](#).

## Documents

6. The Tribunal considered all of the documents in the case which included:
  - (a) The Applicant’s Rule 12 Statement dated 25 October 2024 and the Exhibits to the Application.
  - (b) The Respondent’s Answer to the Rule 12 Statement dated 13 December 2024.
  - (c) Independent Medical Report by Dr Oladimeji Kareem dated 13 May 2025.
  - (d) Response to Further Questions Report, by Dr Oladimeji Kareem dated 4 June 2025.
  - (e) The Applicant’s Opening Note dated 18 February 2026.

## Factual Background

7. The Respondent is a solicitor admitted to the Roll on 1 February 2012. He joined the Firm as a fixed share partner on 23 January 2023, undertaking private client work with a focus on wills, trusts, and probate.
8. An internal investigation was opened by the Firm into allegations concerning the Respondent’s conduct on two client matters, set out below.

### 9. Client A

In respect of this matter, whilst still at his former firm, probate was granted on 19 November 2022 and the estate’s residential property was sold on 19 December 2022. After moving to the Firm, on 30 January 2023 the Respondent emailed an executor attaching a draft Memorandum of Appropriation (MoA) in which the day and month were left blank and the typed year “2023” appeared on the body pages. The execution page was subsequently returned signed by all executors and dated 13 February 2023. On 16 February 2023, the Respondent accessed and saved the Word version of the MoA on the Firm’s system.

- 9.1 On 20 February 2023, the Respondent emailed the residuary beneficiary attaching the front pages of the MoA—bearing “13 December” and a typed year “2022”—and omitting the executed page (which had borne their signatures and the date of execution as 13 February 2023). The same email referred to a present estate balance and net sale proceeds of around £535,000, consistent with the enclosed estate accounts. The Firm concluded, at the end of its internal review, that the MoA pages as sent conveyed a misleading impression of the timing of the execution of the MoA.

### 10. Client B

- 10.1 On 27 January 2023, the Respondent sent Client B a letter enclosing a draft Will (X85). Client B replied on 3 March 2023 stating that nothing had been received and providing his new address (X94). At 14:53 that day, office logs show that the Respondent accessed and edited the Will in Arken, the Firm’s digital system. At 15:07, he emailed Client B stating, “How strange, I have checked the details, and all seems to be fine”,

attaching a fresh PDF of the Will in which he had inserted the new address. The Firm's internal investigation recorded the view that the email was misleading in the circumstances.

- 10.2. Following the internal investigation into the two client matters, and the dismissal of the Respondent on 20 March 2023 for serious breaches of his Associate Member Agreement, the Firm reported the Respondent to the SRA. The SRA commenced its own investigation into both matters and thereafter referred the Respondent's conduct to the Tribunal.
- 10.3 The Respondent holds a practising certificate for the practice year 2025 to 2026, which is subject to a single condition that he may act as a solicitor only as an employee and only where that employment has first been approved by the SRA.

### **Witnesses**

11. The written and oral evidence of witnesses is quoted or summarised in the Findings of Fact and Law below. The evidence referred to will be that which was relevant to the findings of the Tribunal, and to facts or issues in dispute between the parties. For the avoidance of doubt, the Tribunal read all of the documents in the case and made notes of the oral evidence of all witnesses.
12. With the exception of the Respondent, who gave oral evidence, all other evidence was admitted without the requirement for witness testimony.

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

13. The Applicant was required by Rule 5 of The Solicitors (Disciplinary Proceedings) Rules 2019 to prove the allegations to the standard applicable in civil proceedings (on the balance of probabilities).
14. The Tribunal applied the test set out by the Supreme Court at paragraph 74 of *Ivey v Genting Casinos (UK) Ltd t/a Crockfords* [2017] UKSC 67.
15. With reference to its consideration of integrity, the Tribunal had regard to *Wingate v SRA* [2018] EWCA Civ 366.
16. The Applicant's Case
  - 16.1 The Applicant's Case is set out in the Rule 12 Statement. The Rule 12 Statement can be found [\[here\]](#).
17. The Respondent's Case
  - 17.1 The Respondent's response to the allegations against him is set out in the Answer to the Rule 12 Statement which can be found [\[here\]](#).
  - 17.2 The Respondent in oral evidence stated the following:

- (a) He suffered from depression and anxiety (diagnosed in 2019), received counselling, and was prescribed sertraline (an antidepressant). He said the symptoms were at their worst in early 2023, which impaired his memory and judgment. He attributed the exacerbation of his symptoms to the career move and to a dispute with his former firm, including in his view partners renegeing on financial assurances he had been given before he left. He confirmed that these factors impaired his decision-making during the events to which he has admitted factual particulars. He agreed that Dr Kareem's medical reports fairly reflected his position at the time
- (b) He joined the Firm on 23 January 2023, bringing the Client A estate file from his previous firm. He said that he did not recall being told that completion of the sale had occurred before he left. He described the transition as a period of upheaval.
- (c) On 30 January 2023, he prepared and emailed a draft Memorandum of Appropriation (MoA) to an executor, with a blank day and month and the typed year "2023" in the body of the document. He said this was a standard step in a charity beneficiary case and further said that at that stage he was unaware that completion had occurred.
- (d) He accepted receiving the document with the execution page signed by all executors dated 13 February 2023. He also accepted the Word file was electronically accessed and saved on 16 February 2023, and that the body pages later showed a handwritten "13 December" in addition to the typed year having been changed to "2022". He explained that he could not recall making those edits but acknowledged the timestamps were consistent with him having done so.
- (e) He accepted sending the 20 February 2023 email to the residuary beneficiary attaching the altered front pages of the MoA and omitting the back page signed by the executors. In that email, he also stated the estate balance, referring to the estate having received net sale proceeds of around £535,000, consistent with the enclosed estate accounts. He said he did not recall sending the email and maintained that he had drafted it on 30 January with a view to sending it once the MoA was returned. He further maintained that he did not subsequently revise the text before it was sent.
- (f) He recalled being told in early February (by a secretary at his former firm) that completion had taken place but maintained the MoA had been prepared before he knew of that fact, and he did not intend to mislead. He described himself as "not in a rational state of mind" and acting in panic and haste at the time. He also said he believed no Capital Gains Tax (CGT) would ultimately be payable in the estate and, in that sense, the MoA became "merely for show" to demonstrate to colleagues his competence in the legal discipline in which he was working.
- (g) He accepted the notes of the meeting held at the Firm recording that he acknowledged dating the front pages "13 December 2022", describing the document as "misdated", and saying he was "rushing". He said he had no detailed recollection of the meeting and attributed memory gaps to his mental health. He confirmed that he did not dispute what the written notes of the meeting recorded. He explained the context of his apology in his letter of 20 March 2023, to the firm,

as being better understood against the background of him being personally recruited by the Firm’s owner. He felt that the incidents had occurred “on his watch”, and that he had therefore let the Firm down.

- (h) He accepted the sequence of events in relation to the second incident as follows: on 27 January 2023, he sent Client B a letter enclosing a draft Will; then, on 3 March 2023, Client B replied stating that nothing had been received and provided his new address. At 14:53 that same day, office logs showed that he accessed and edited the Will in Arken. Next, at 15:07, he emailed Client B stating, “How strange, I have checked the details, and all seems to be fine”, attaching a fresh PDF of the will which now bore the new address.
- (i) He explained that the opening sentence of the 15:07 email had been typed “off the top of [his] head” before he checked the file. After he had checked, he updated the Will to the new address and generated a revised PDF. He further explained that he sent the email without revisiting the first line. He accepted that, read now, the email would be misleading, but maintained that he did not intend to mislead the client.
- (j) He maintained, in relation to both incidents, that there was no personal gain and that he accepted responsibility while denying dishonesty, a lack of integrity, and that he intended to mislead anyone. He said that he has since addressed his mental health issues, changed his medication, and is now settled personally and professionally.

## 18. The Tribunal’s Findings

- 18.1 The material facts and chronology set out in the Applicant’s Rule 12 Statement were not in dispute. The Respondent admitted the factual particulars of both allegations and admitted a breach of Principle 2 (upholding public trust and confidence). The Tribunal accepted the admissions to the facts and the breaches of Principle 2 to both allegations to be proper and unequivocal.
- 18.2 For the avoidance of doubt, the Tribunal found on the balance of probabilities, that the Respondent breached Principle 2 in relation to Allegation 1.1 and Allegations 1.2.
- 18.3 The Respondent denied dishonesty (Principle 4) and lack of integrity (Principle 5). He also denied a breach of Code 1.4 (misleading others) in respect of each allegation.

## 19. The Approach of the Tribunal

- 19.1. The Tribunal received character evidence attesting to the Respondent’s professionalism and integrity and noted that he had an unblemished regulatory record. As a matter of principle, such material is relevant at fact-finding in two limited ways: firstly, to credibility—whether the Tribunal accepts the Respondent’s account where it conflicts with other evidence; also, to propensity—whether it is more or less likely that the Respondent would have acted dishonestly on the occasions alleged. The Tribunal took those considerations into account in assessing the evidence (*Sawati v General Medical Council* [2022] EWHC 283 (Admin)).

- 19.2 The Tribunal bore in mind the caution expressed in the authorities that findings of dishonesty against a professional person are grave and must rest on clear primary facts established to the civil standard (*Fish v General Medical Council* [2012] EWHC 1269 (Admin)). That approach was applied throughout the Tribunal's decision.
- 19.3 The Tribunal applied the test for dishonesty set out in *Ivey* to each allegation. If necessary, it would then consider whether the same facts demonstrated a lack of integrity (Principle 5) and/or misleading conduct.
20. Allegation 1.1 - Between January to February 2023, the Respondent created and backdated (or caused the creation and backdating of) a document to 13 December 2022 on the matter of Client A, which gave the misleading impression that the document had been signed on an earlier date when this was not the case.

### Dishonesty

- 20.1 Applying the test in *Ivey*, the Tribunal made the following findings as to the Respondent's knowledge at the material time. It found that on 16 February 2023, when the Respondent made manuscript amendments to the first two pages of the MoA and then altered the typed year, he knew that:
- (a) the sale of the property had completed on 19 December 2022.
  - (b) the MoA had been executed on 13 February 2023; and
  - (c) the additions and amendments would make the MoA appear to have been signed before completion.
- 20.2 The Tribunal noted that the Respondent had no recollection of the events, which he attributed to his medical condition. He nevertheless accepted the factual evidence as presented and did not suggest that he held any different belief about the underlying facts at the material time. Any impairment of judgment did not go to his understanding of the dates, which were confirmed by the documents he accepted. On that basis, limb one of *Ivey* was satisfied.
- 20.3 On those findings, ordinary decent people would regard it as dishonest to backdate the MoA on 16 February 2023 so as to make it appear that it had been signed on 13 December 2022. Limb two of *Ivey* was therefore satisfied.
- 20.4 Accordingly, the Tribunal found a breach of Principle 4.

### Integrity

- 20.5 The Tribunal reminded itself that integrity is distinct from dishonesty and is a "useful shorthand" for the higher professional standards expected of solicitors; it is more than mere honesty.
- 20.6 Applying that approach to the Respondent's conduct of backdating the MoA, the Tribunal found as a matter of irresistible logic to its satisfaction that the Respondent's

conduct in a dishonest manner as described also lacked integrity and accordingly breached Principle 5.

### Misleading others

- 20.7 The Tribunal considered whether the Respondent's act of creating and backdating the MoA was misleading for the purposes of Paragraph 1.4 of the Code. It found that:
- (a) the MoA, as altered by the Respondent, was misleading by its very nature because it presented itself as having been signed on 13 December 2022 when in fact it had been executed on 13 February 2023, after the sale had completed.
  - (b) the Respondent knew that the MoA, as dated by him, would give the impression that it had been completed before the sale on 19 December 2022, and that a correctly dated MoA would have been ineffective for capital gains tax purposes.
  - (c) the misleading nature of the MoA meant that it misled or would have misled others (including the residuary beneficiary, His Majesty's Revenue and Customs and his colleagues) had it been relied upon.
- 20.8 Accordingly, the Respondent's actions were misleading and amounted to a breach of Paragraph 1.4 of the Code.
21. Allegation 1.2 - On 3 March 2023, he sent an email to Client B, which he knew or ought to have known was misleading, as he omitted to tell Client B that a draft Will had been sent to the client's previous address instead of the client's new address.

### Dishonesty

- 21.1 Applying the test in *Ivey*, the Tribunal first determined the Respondent's actual state of knowledge at the material time. The Tribunal found that on 3 March 2023, when the Respondent resent the draft Will and sent the accompanying email, he knew that:
- (a) the original draft Will had been misaddressed.
  - (b) Client B's email earlier that day made clear that he had not received it; and
  - (c) the phrases used in his email — including "how strange", "I have checked the file, and all is well", and "I enclose the draft as originally submitted" — would give the impression that no error had occurred within the original mailing.
- 21.2 The Tribunal noted that the Respondent asserted limited recollection of the events of 3 March 2023, which he attributed to his mental health difficulties at the time. The Tribunal accepted that his memory and judgment were impaired. However, the evidence did not suggest that he held any different belief about the underlying facts, and he accepted the documentary record as accurate. In those circumstances, the Tribunal determined his state of knowledge by reference to the facts it had found proved. On that basis, the first limb of *Ivey* was satisfied.

21.3 On those findings, ordinary decent people would regard it as dishonest to send an email which concealed the true position and created the impression that the original draft had been correctly sent when the Respondent knew that it had not. Limb two of *Ivey* was therefore satisfied.

21.4 Accordingly, the Tribunal found that the Respondent had breached Principle 4.

#### Integrity

21.5 The Tribunal reminded itself that integrity is distinct from dishonesty and reflects the higher standards expected of solicitors. It requires more than mere honesty.

21.6 Applying that approach, the Tribunal also found that the Respondent's conduct in sending an email which concealed the earlier error and presented a misleading narrative lacked integrity. Principle 5 was therefore breached.

#### Misleading others

21.7 The Tribunal considered whether the Respondent's email was misleading for the purposes of Paragraph 1.4 of the Code. It found that:

- (a) the email was misleading by omission, as it failed to disclose that the original draft had been misaddressed.
- (b) the Respondent knew that the client would not appreciate from the email that the original document had been sent to the wrong address; and
- (c) the misleading nature of the email meant that it misled or would have misled the client as to what had occurred.

21.8 Accordingly, the Respondent's actions were misleading and amounted to a breach of Paragraph 1.4 of the Code.

#### **Previous Disciplinary Matters**

22. The Respondent has an unblemished disciplinary record with no findings against him.

#### **Mitigation**

23. The Tribunal considered the following points advanced in mitigation on behalf of the Respondent:

- (a) The misconduct occurred within a short and defined period in early 2023 and was limited to a single document in Allegation 1.1 and a single brief email in Allegation 1.2, rather than forming part of any wider pattern of behaviour.
- (b) The Respondent derived no personal or financial benefit from the misconduct, and no client or third party suffered actual loss. It was submitted that the MoA was, in practical terms, redundant for capital gains tax purposes and that the Respondent's actions were irrational and illogical rather than calculated.

- (c) The unchallenged medical evidence confirmed that the Respondent had experienced depression, anxiety, and associated impairment of judgment during the relevant period. These difficulties formed part of the context in which his conduct should be viewed.
  - (d) The proven conduct was out of character and occurred during a period of significant personal and professional stress. The Respondent had demonstrated stability and rehabilitation since early 2023.
  - (e) The Respondent was in a more settled position in his personal life, with a young child and plans to marry his long-term partner. These factors supported the stability he had shown since the events in question.
  - (f) The Respondent had practised for some 14 years with an otherwise unblemished record. The character references described him as a man of integrity, being conscientious and trustworthy. Evidence from his current employer confirmed three years of satisfactory practice since the events in question.
  - (g) The Respondent had cooperated with the investigation, made admissions where appropriate, and expressed remorse for his actions.
24. The Tribunal recorded these matters as general mitigation. Their relevance and weight in the context of sanction are considered below.

### **Sanction**

25. The Tribunal referred to its Guidance Note on Sanctions (11<sup>th</sup> Edition February 2025) when considering sanction and the proper approach to sanctions as set out in *Fuglers and others v SRA* [2014] EWHC 179. In determining the appropriate sanction, the Tribunal assessed the culpability and harm identified, together with the aggravating and mitigating factors that existed.
26. The Tribunal declined the request, made on behalf of the Applicant, by Mr Lawrence to be heard on sanction. It was considered that it would not be assisted by further submissions and that as an expert Tribunal it was fully competent to determine sanction in its usual way.
27. In determining sanction and applying the required “bottom-up” approach, the Tribunal gave careful consideration to the Respondent’s submission that the public interest and the maintenance of confidence in the profession could properly be met by a sanction short of strike off. It was submitted that either a financial penalty or a period of suspension (which could itself be suspended) would be sufficient to mark the seriousness of the misconduct. The Respondent further submitted that this case fell within the small residual category in which it would be disproportionate to impose the ultimate sanction of strike off, given that exceptional circumstances existed.
28. The Tribunal accepted that it was required to carry out a balancing exercise, weighing the nature and extent of the dishonesty and the degree of culpability against the Respondent’s personal mitigation, including the uncontested medical evidence and the surrounding circumstances. In doing so, the Tribunal had regard to the relevant

paragraphs of its *Guidance Note on Sanctions* (11th Edition, February 2025), especially paragraph 29.

29. The Tribunal reminded itself that, in cases involving dishonesty, the normal and necessary sanction is a strike off unless exceptional circumstances exist. In assessing whether such circumstances arise, the Tribunal had regard to the guidance in *SRA v Sharma* [2010] EWHC 2022 (Admin) at [13], which identifies as relevant the nature, scope, and extent of the dishonesty, whether it was momentary or prolonged, whether it was motivated by personal gain, and whether it caused harm to others. The Tribunal also noted the emphasis in *SRA v Sovani Ramona James* [2018] EWHC 3058 (Admin) at [117] that the most important factor is the nature and extent of the dishonesty and the degree of culpability. A similar approach was taken in *SRA v Imran* [2015] EWHC (Admin) at [24], where the Court stressed that the factor carrying the greatest weight in any assessment of exceptional circumstances is the degree of culpability and the extent of the dishonesty, given its bearing on public confidence.
30. The Tribunal first considered the nature of the dishonesty in Allegation 1.1. The conduct involved the deliberate backdating of a key tax-sensitive document by inserting a date which the Respondent knew preceded completion of the property sale. It then considered the scope and extent of the conduct. The dishonest act comprised several distinct steps: the creation of a misleading document; the insertion of manuscript amendments; and the alteration of the typed year so that the MoA appeared to have been executed before completion. Although the dishonesty finding itself was based on the alterations carried out on 16 February 2023, the Tribunal also took into account, as part of the scope of the conduct, that the altered document was subsequently sent in its misleading form. The Tribunal next considered the duration. The dishonesty was not momentary. It unfolded over a period of days, requiring deliberation and the execution of a number of steps rather than a single spontaneous act. In light of the above, the Tribunal found that the dishonesty in Allegation 1.1 involved a degree of planning, was sustained over time, and represented a serious departure from the standards of probity expected of solicitors.
31. The Tribunal then considered the dishonesty in Allegation 1.2. Although less serious in its potential consequences, it nevertheless involved the Respondent knowingly sending a misleading email to a client which concealed an earlier error and created a false impression of what had occurred. The dishonest conduct occurred over a short period — a matter of minutes — but it was nonetheless deliberate. It was a subsequent act of dishonesty, directed to a different client, in a different context from the dishonesty in Allegation 1.1.
32. The Tribunal considered the cumulative effect of the dishonesty. The two dishonest acts occurred within a matter of weeks of each other and in different aspects of the Respondent's practice. Although the second act was less serious and of short duration, the fact that it followed so soon after the first demonstrated a pattern of conduct in which the Respondent chose to conceal the true position rather than act with the candour and transparency required of a solicitor. The Tribunal accepted that there was no personal gain, no direct harm, and that the Respondent was experiencing significant mental health difficulties at the time. In addition, it was noted that he had previously enjoyed an unblemished career and was of good character. However, when balanced against the nature, scope, and extent of the dishonesty in each instance, and the degree

of culpability involved, the Tribunal concluded that the mitigation advanced, whether taken individually or cumulatively, did not amount to exceptional circumstances.

33. In the absence of exceptional circumstances, the Tribunal reminded itself that the usual and necessary sanction for dishonesty is removal from the Roll. Having considered all the circumstances of the case, including the Respondent's mitigation, the Tribunal concluded that no lesser sanction would adequately reflect the seriousness of the misconduct, uphold public confidence in the profession, or maintain proper standards. The only appropriate and proportionate sanction was therefore to direct that the Respondent be struck off the Roll of Solicitors.

### **Costs**

34. Mr Lawrence, on behalf of the Applicant, sought recovery of the full costs of £20,836.75 as set out in the costs schedule dated 11 February 2026. He submitted that the costs claimed were reasonable in the circumstances, noting in particular that no costs had been claimed for the Case Management Hearing held during the proceedings and that no claim had been made for the overnight accommodation of the SRA caseworker who assisted him. His invitation to the Tribunal was that the costs be assessed in full.
35. Mr Goodwin, on behalf of the Respondent, confirmed that he did not oppose the making of a costs order but took issue with the quantum sought. He noted that the costs claimed as at 26 June 2025 totalled £11,869.40, calculated in anticipation of the original listing on 3 and 4 July 2025. He submitted that there had been no involvement of external counsel at that stage, and that, given the Applicant employs in-house solicitors and barristers to present cases before the Tribunal, the Respondent should not be required to bear the additional cost of counsel prosecuting the matter on the Applicant's behalf.
36. Having considered the submissions of the parties, the Tribunal was satisfied that it was just and reasonable to make an order for costs in favour of the Applicant. In relation to quantum, it reduced the element attributable to counsel's fees to reflect that the hearing had concluded in less time than the two days originally listed. The Tribunal also took into account the Respondent's means and, in the exercise of its discretion, reduced the costs payable to £15,000.

### **Statement of Full Order**

37. The Tribunal ORDERED that the Respondent, MICHAEL CARL LILLYWHITE, solicitor, be STRUCK OFF the Roll of Solicitors and it further Ordered that he do pay the costs of and incidental to this application and enquiry fixed in the sum of £15,000.00.

Dated this 11<sup>th</sup> day of March 2026

On behalf of the Tribunal

*E. Nally*

E. Nally  
Chair