

SOLICITORS DISCIPLINARY TRIBUNAL

IN THE MATTER OF THE SOLICITORS ACT 1974

Case No. 12769-2025

BETWEEN:

SOLICITORS REGULATION AUTHORITY LTD

Applicant

and

MALCOLM JOHN COLIN MACKILLOP

Respondent

Before:

Mr U Sheikh (in the chair)

Ms T Cullen

Dr A Richards

Date of Hearing: 20 January 2026

Appearances

Jeremy Scott-Joynt, barrister, of Outer Temple Chambers, 222 Strand, London, WC2R 1BA,
for the Applicant.

The Respondent appeared and represented himself.

JUDGMENT ON AN AGREED OUTCOME

Allegations

1. The allegations against the Respondent, Malcolm John Colin Mackillop, made by the SRA were that, while in practice as a Solicitor at Archdeacon Russell & Co (“the Firm”):

1.1 On 8 December 2021, he misled Santander by informing it that completion was taking place on 15 December 2021 and by altering the date of completion of the Certificate of Title to 15 December 2021, in circumstances where completion had already taken place on 15 October 2021.

In doing so, he thereby breached any or all of:

- Principles 2, 4 and 5 of the SRA Principles 2019 (the Principles) and
- Paragraph 1.4 of the SRA Code of Conduct for Solicitors, RELs and RFLS (the Code for Solicitors).

1.2 On 28 April 2023, provided inaccurate and misleading information on the Firm’s Professional Indemnity Insurance (PII) proposal form for the period 2023/4.

In doing so, he thereby breached any or all of:

- Principles 2, 4 and 5 of the SRA Principles 2019 (the Principles) and
- Paragraph 1.4 of the SRA Code of Conduct for Solicitors, RELs and RFLS (the Code for Solicitors).

2. In addition, and in the alternative, Allegation 1.2 was advanced on the basis that the Respondent’s conduct was reckless. Recklessness was alleged as an aggravating feature of the Respondent’s misconduct but was not an essential ingredient in proving the allegations.

Documents

3. The Tribunal had before it the following documents:-

- Rule 12 Statement and Exhibit AHJW1 dated 12 May 2025
- Respondent’s Answer and Exhibits dated 3 August 2025
- Statement of Agreed Facts and Proposed Outcome signed by the Applicant and by the Respondent dated 16 January 2026

Application for Leave

4. The parties lodged the application less than 28 days from the date of the Substantive Hearing and therefore required the leave of the Tribunal to submit the Agreed Outcome proposal.

5. The Applicant apologised for the late submission, which was regrettable. No discourtesy to the Tribunal had been intended.

6. Notwithstanding the late submission of the proposal, the Applicant confirmed that discussions pertaining to an Agreed Outcome had begun in or around May 2025 and there was no element of surprise or undue haste when terms had finally been agreed.
7. Mr Mackillop had admitted the allegations and his misconduct in his Answer dated 3 August 2025, yet it had taken time for an agreement to be reached regarding the contents of the Agreed Outcome and costs. This was notwithstanding that Mr Mackillop had accepted that his conduct was dishonest at an early stage, and that the outcome agreed between the parties was not unusual in the circumstances.
8. Mr Scott-Joynt submitted that, as Mr Mackillop had been unrepresented throughout, the Applicant had taken care to be certain that Mr Mackillop had fully engaged with the process and understood the impact and consequences of the proposed Agreed Outcome.
9. Mr Mackillop confirmed that he had been given, throughout, the opportunity to engage with and understand the Agreed Outcome process. He understood the impact of what was being proposed and why it was appropriate in the circumstances.
10. The Parties considered that the Agreed Outcome Proposal was in accordance with the Overriding Objective (Rule 4 SDPR) and would assist the Tribunal in concluding proceedings expeditiously, in a just manner and at proportionate cost to the Parties and the Tribunal, without incurring the costs of attending a Substantive Hearing.

The Tribunal's Decision on Leave

11. The Tribunal noted the explanation for the delay. The Tribunal has consistently stated that the reason for the time limit was to ensure there was time to convene a different division of the Tribunal (to that which was listed to hear the substantive hearing) to consider the Agreed Outcome. If the division listed to hear the substantive case considered the Agreed Outcome, and declined to approve it, there was a likelihood that the substantive hearing date would be lost as the Tribunal members who were listed to sit would have to recuse themselves.
12. The late submission of such Applications therefore interfered with the Tribunal's ability to make proper arrangements for listing matters and was disruptive for Tribunal members, who work in other roles and professions, but were necessarily required to ensure their availability over several days.
13. That said, in all the circumstances, the Tribunal decided it was right to grant the parties leave and would proceed to consider the Agreed Outcome Proposal on the papers.

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

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

Professional Details

15. Mr Mackillop was born in November 1950 and admitted to the Roll in May 1975. He was the manager, Compliance Officer for Legal Practice and the Compliance Officer for Finance and Administration of the Firm. At the material time he held a practising certificate free from conditions.

Findings of Fact and Law

16. The Applicant was required to prove the allegations on the balance of probabilities. The Tribunal had due regard to its statutory duty, under section 6 of the Human Rights Act 1998, to act in a manner which was compatible with the Respondent's rights to a fair trial and to respect for their private and family life under Articles 6 and 8 of the European Convention for the Protection of Human Rights and Fundamental Freedoms.
17. The Tribunal reviewed all the material before it and was satisfied on the balance of probabilities that the Respondent's admissions were properly made.
18. The Tribunal considered the Guidance Note on Sanction (11th Edition – February 2025). In doing so the Tribunal assessed the culpability and harm identified together with the aggravating and mitigating factors that existed.
19. In 2021, Mr Mackillop acted for Client A, who was purchasing a property, and for her mortgagee. He failed to request the mortgage funds but nonetheless completed the purchase. Two months later he falsely informed the lender that completion would take place imminently and requested the funds. He altered the date on the Certificate of Title to facilitate the transaction, thereby misleading the lender, given that completion had already taken place.
20. Mr Mackillop also provided inaccurate and misleading information on the Firm's Professional Indemnity Insurance proposal form for the period 2023/2024, by falsely denying that the Firm was the subject of a visit or enquiry from the Forensic Investigation Unit of the SRA.
21. The Tribunal determined, as the admitted misconduct was serious and of the highest level, and considering the dishonesty, deliberate misconduct and concealment of wrongdoing, that the only appropriate and proportionate sanction was to strike Mr Mackillop off the Roll of Solicitors. The Tribunal did not find that there were any exceptional circumstances that would justify a lesser sanction.
22. Accordingly, the Tribunal approved the sanction proposed by the parties.

Costs

23. The parties had agreed costs in the sum of £14, 923.03. The Tribunal found the agreed sum to be reasonable and proportionate. Accordingly, the Tribunal ordered Mr Mackillop to pay costs in the agreed sum.

Statement of Full Order

24. The Tribunal ORDERED that the Respondent, MALCOLM JOHN COLIN MACKILLOP, 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 £14,923.03.

Dated this 2nd day of February 2026
On behalf of the Tribunal

U. Sheikh

U. Sheikh
Chair

Case Number: 12769-2025

BEFORE THE SOLICITORS DISCIPLINARY TRIBUNAL

IN THE MATTER OF THE SOLICITORS ACT 1974 (AS AMENDED)

SOLICITORS REGULATION AUTHORITY LTD

Applicant

AND

MALCOLM JOHN COLIN MACKILLOP

Respondent

STATEMENT OF AGREED FACTS AND PROPOSED OUTCOME

1. By its application dated 13 May 2025 and the statement dated 12 May 2025 made pursuant to Rule 12 (2) of the Solicitors (Disciplinary Proceedings) Rules 2019] which accompanied that application, the Solicitors Regulation Authority Ltd ("the SRA") brought proceedings before the Solicitors Disciplinary Tribunal making two allegations of misconduct against Mr Malcolm John Colin Mackillop (the "Respondent").

The allegations

2. The allegations against the Respondent, made by the SRA within that statement were that, while in practice as a Solicitor at Archdeacon Russell & Co ("the Firm"):

Allegation 1.1

On 8 December 2021, misled Santander by informing it that completion was taking place on 15 December 2021 and by altering the date of completion of the Certificate of Title to 15 December 2021, in circumstances where completion had already taken place on 15 October 2021.

And in doing so, he thereby breached any or all of Principles 2, 4 and 5 of the SRA Principles 2019 (the Principles) and Paragraph 1.4 of the SRA Code of Conduct for Solicitors, RELs and RFLS (the Code for Solicitors).

Allegation 1.2

On 28 April 2023, provided inaccurate and misleading information on the Firm's Professional Indemnity Insurance (PII) proposal form for the period 2023/4.

And in doing so, he thereby breached any or all of Principles 2, 4 and 5 of the SRA Principles 2019 (the Principles) and Paragraph 1.4 of the SRA Code of Conduct for Solicitors, RELs and RFLS (the Code for Solicitors).

In addition, and in the alternative, Allegation 1.2 is advanced on the basis that the Respondent's conduct was reckless. Recklessness is alleged as an aggravating feature of the Respondent's misconduct but is not an essential ingredient in proving the allegations.

Admissions

3. The Respondent admits each of these allegations and breaches set out within paragraph 2 above. The Respondent also accepts the factual basis of the admitted allegations as set out within this document.

Agreed Facts

4. The following facts and matters, which are relied upon by the SRA in support of the allegations set out within paragraphs 2 and 3 of this statement, are agreed between the SRA and the Respondent.
5. The Respondent, who was born on November 1950, is a solicitor having been admitted to the Roll on 1 May 1975.
6. At the time of the matter giving rise to the allegations, he was, and remains, the Manager, Compliance Officer for Legal Practice (COLP) and the Compliance Officer for Finance and Administration (COFA) of Archdeacon Russell & Co, ("the Firm") a recognised sole practice.

7. The Respondent holds a current practising certificate free from conditions for the 2025/2026 practice year.
8. The conduct came to the attention of the SRA following an investigation by the SRA's Forensic Investigation Team. The SRA commenced an investigation into the Firm as it was concerned about its compliance with the SRA Accounts Rules. The investigation of the books of account and other documents of the Firm was authorised under the Code of Firms and Code of Conduct for Solicitors, RELs and RFLs. It was conducted by Ms Alice Evans, a Forensic Investigation Officer ('FIO').
9. Following notice being given to the Firm, the investigation started on 18 January 2023 at the Firm's offices located at Hampden House, 24a West Street, Buckingham MK18 1HE. At the beginning of the investigation, the Respondent had entered into an agreement for the sale of his practice. However, due to administrative issues, the sale was cancelled. Therefore, the Respondent retained his roles as COLP and COFA and remained the Sole Principal of the Firm.
10. On 23 May 2023, Ms Alice Evans, the FIO, and Ms Liz Bond, Forensic Investigation Manager, held a recorded interview with the Respondent and a transcript was produced of that interview. The alleged conduct occurred on or around 8 December 2021 (for Allegation 1.1) and on or around 28 April 2023 (for Allegation 1.2).
11. In summary, Allegation 1.1 relates to the Respondent's handling of a conveyancing transaction on behalf of Client A in the purchase of the Property. The Respondent also acted for Santander, the lender, in relation to its legal charge. Despite not securing the mortgage funds, the Respondent proceeded to complete the purchase on 15 October 2021.
12. Two months later, on 8 December 2021, the Respondent wrote to Santander informing it that completion was scheduled to take place on 15 December 2021, which was not the case, and requested the mortgage funds. The letter enclosed a Certificate of Title which the Respondent had altered to show a completion date of 15 December 2021, which the Respondent knew was untrue, as completion had already taken place.

13. Allegation 1.2 relates to the Respondent's application for Professional Indemnity Insurance (PII) for the year beginning 1 April 2023. On 13 January 2023, the SRA notified the Respondent by letter that it was investigating the Firm. However, in response to a question in the renewal form dated 28 April 2023 about whether the Firm was the subject of a visit or enquiry from the SRA the Respondent inaccurately answered 'No.'

Allegation 1.1 – misleading Santander about the completion date

14. In addition to paragraphs 8 to 15 above, the SRA relies on the following facts and matters, which are agreed by the Respondent.
15. The Firm was acting for Client A in relation to the purchase of the Property. Client A had obtained a mortgage offer from Santander, the Lender, for whom the Firm also acted in the transaction.
16. In a letter dated 4 October 2021, the Respondent informed Santander that completion was scheduled for 15 October 2021. The letter noted: *'We enclose herewith the Certificate of Title and look forward to receiving the advance monies on 14th October in good time for completion on 15th October.'*
17. During the interview with the FIO, the Respondent confirmed that completion of Client A's purchase took place on 15 October 2021. He stated: *'Well the completion date was, was the date of the purchase which was 15 October.'* The funds for Client A's purchase were sent from the Firm's client account on 15 October 2021 confirming the same.
18. On 8 December 2021 the Firm sent a further letter to Santander, the contents of which were substantially the same as the letter of 4 October 2021 save that the date for completion had been amended to 15 December 2021. The letter stated:
- 'We confirm completion of the purchase of the aforementioned property is to take place on 15th December 2021' and 'If you are for any reason unable to send the advance in time for completion ... please contact Mr M J C Mackillop of these offices immediately.'*
19. The letter enclosed a Certificate of Title which had been signed by the Respondent. The anticipated completion date in the Certificate of Title had been amended by hand from 15 October 2021 to 15 December 2021. Additionally, the date of the Respondent's signature had been changed by hand to 8 December 2021.

20. On 9 December 2021, Santander wrote to the Firm confirming receipt of the Certificate of Title and stated the following:

'Thanks for sending us your Certificate of Title telling us you'll be completing the mortgage. We aim to release funds the day before completion; however, during our busy periods we may release funds on the day of completion itself.'

21. During the interview with the FIO, the Respondent was asked if he had told Santander that the purchase had completed prior to the drawdown of the mortgage. The Respondent answered: *'Why would I do that?'* However, the Respondent later stated that he had spoken to someone at Santander over the telephone and they had *'advised'* him to *'submit the title in the usual way giving the new updated dates for completion...'*

22. Additionally, the Respondent stated in the interview that he had made both Client A and Santander aware of the issue with the mortgage monies. The Respondent claimed that he had not made a note of the call to Santander as he was *'not very good at making notes on the file.'*

23. However, the Respondent's position was not corroborated by Santander. On 28 November 2023, Santander confirmed the following to the SRA:

- 23.1. The Respondent did not make it aware that completion took place on 15 October 2021.
- 23.2. Client A called them on 7 December 2021 and confirmed completion had already taken place.
- 23.3. It does not have any notes on its account to suggest someone from Santander spoke directly with the Respondent.

24. The Respondent provided a copy of the Firm's complete file for Client A, at the SRA's request. The file did not contain correspondence to Santander to explain that the matter had already completed, despite the mortgage monies not being received. Nor did it contain correspondence to Client A to inform her that her mortgage had not been finalised when her property purchase completed on 15 October 2021.

Allegation 1.2 – providing inaccurate and misleading information on the Firm's PII proposal form for the period 2023/4

25. In addition to paragraphs 8 to 15 above, the SRA relies on the following facts and matters, which are agreed by the Respondent.
26. The Respondent was notified of the SRA's investigation on 13 January 2023. The investigation commenced on 18 January 2023, and included the interview mentioned at paragraph 10 above. The Respondent underwent major ankle surgery on 7 February 2023 and was immobile and confined to home in the early stages of the 3-month recovery period at the time. The SRA's position is that this evidence alone provides a clear understanding of the Respondent's knowledge and belief at the time he completed the PII proposal form.
27. The Firm held Professional Indemnity Insurance (PII) which was valid until 31 March 2023.
28. As noted at paragraph 9, the Respondent, at the time, had agreed to sell the Firm. The intention therefore was for the new owners (Firm B) to assume responsibility for the PII renewal through Cox Mahon, an insurance broker. Since the sale agreement was cancelled and the Respondent retained ownership, he was required to make an application for PII after expiry of the Firm's period of insurance under Rule 4.1 of the SRA Indemnity Insurance Rules.
29. The Respondent stated that, when the sale of the Firm did not go through, he completed the Cox Mahon PII Proposal Form but sent it to his 'faithful contact' at Hera Indemnity, which is another insurance broker, instead of proceeding with Cox Mahon who were Law Direct's insurance broker.
30. The Respondent signed the proposal form and thereby agreed to the following declaration in the form:

'We declare that to the best of our knowledge or belief that the particulars and statements given in this proposal form are true and complete and this application, declaration and information shall be the basis of the contract between ourselves and the insurer. We declare that we have informed the insurer of all facts which are likely to influence the insurer in the acceptance or assessment of the insurance. We accept that if we are in doubt about whether any fact may influence the insurers, we should disclose it. We agree that we have a continuing obligation to notify insurers of any material matters during the currency of the policy. We accept that any deliberate

misrepresentation of facts declared on this proposal form may be referred to The Legal Complaints Service.'

31. On 23 May 2023, the Respondent sent a copy of a Cox Mahon PII Proposal Form dated 28 April 2023, to the FIO. In the proposal form, question 46 asks:

'Has the firm ever been subject of any visit or enquiry from the Forensic Investigation Unit of the Law Society or Solicitors Regulation Authority or has notice of any proposed visit or enquiry been given.'

32. The Respondent inaccurately answered 'No' to the above question.

33. The Respondent acknowledged that the answer to this question should have been 'Yes.' In an email to the Respondent dated 25 May 2023, the FIO asked him why he had answered 'No' in response to question and if he had advised his insurer of the investigation. The Respondent replied that he had answered 'Yes' because he was *'in a rush and panic to arrange PII as quickly as possible after being left high and dry by Law Direct. I should have answered "Yes!"'*

34. The Respondent also confirmed that he had not informed his insurers of the investigation and stated:

'It has only just come to my attention/been brought to my attention. It would perhaps be as well to delay informing the Insurer until the outcome is known?'

35. The Respondent told the SRA in an email dated 10 September 2023, that the PII Proposal Form he completed for Cox Mahon was *'never acted upon'*.

36. The SRA asked the Respondent to provide a copy of the form the Firm submitted to obtain PII cover for the year 2023/4 if the Cox Mahon Form was *'never acted upon.'* On 23 September 2023, the Respondent emailed the SRA providing the PII Proposal Form that was relied upon to obtain PII cover. In his email, Mr Mackillop stated: *'I have attached the PII proposal form that was submitted for the current PII cover, the certificate for, which, is also attached. As you will see it is the same as the form as you have already seen'*.

37. On 22 April 2025, the SRA sought further clarification from the Respondent as to whether he completed and submitted the Cox Mahon Proposal Form dated 28 April 2023 to Hera Indemnity. In his reply, on the same day, the Respondent clarified that he did in fact send that proposal form to Hera Indemnity on 28 April 2023. He confirmed that *'I stated that the C-M proposal form was not acted upon, because when I answered the question, I thought that it wasn't – but on checking with Hera I realised that it must have been.'* The Respondent provided a copy of his email exchange with Hera Indemnity attaching PII Proposal Form dated 28 April 2023 to the SRA.

38. The SRA investigated the matter and, on 23 December 2024, an Authorised Decision Maker at the SRA decided to refer the conduct to the Respondent to the Tribunal.

Non-Agreed Mitigation

39. The following mitigation, which is not agreed by the SRA, is put forward by the Respondent:

- The Respondent has a hitherto unblemished career of 50 years of dedicated service to the community.
- The effect of strike-off will be to terminate a firm with some 75 years of dedicated service to the community.
- These were 2 isolated incidents in a previously unblemished career spanning 50 years, that were unrelated and occurred approximately 16 months apart, the first being an attempt to rectify a bad situation that had been caused essentially by a failure in technology ~ a fax machine that failed to deliver a fax request for an advance. The second arose from a misunderstanding as to the purpose of the SRA'S intentions.
- There was no benefit to the Respondent at all.
- There was no financial or other harm to either Client A or Santander.
- There is no indication of current or ongoing risk to clients since the allegations arose.

40. However, the Respondent does not contend that the mitigation set out above amounts to exceptional circumstances which would justify the Tribunal in making any order other than that he should be struck off the Roll.

Penalty proposed and costs

41. The admitted misconduct is serious and of the highest level. The SRA therefore contends, and the Respondent accepts, that the proper penalty in this case is that the Respondent should be struck off the Roll of Solicitors.
42. With respect to costs, it is further agreed that the Respondent should pay the SRA's costs of this matter agreed in the sum of £14,923.03.

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

43. The Respondent has admitted dishonesty. The Solicitors Disciplinary Tribunal's "Guidance Note on Sanction" (11th edition), at paragraph 28, states that: "*The most serious misconduct involves dishonesty, whether or not leading to criminal proceedings and criminal penalties. A finding that an allegation of dishonesty has been proved will almost invariably lead to striking off, save in exceptional circumstances (see Solicitors Regulation Authority v Sharma [2010] EWHC 2022 (Admin)).*"
44. In Sharma [2010] EWHC 2022 (Admin) at [13] Coulson J summarised the consequences of a finding of dishonesty by the Tribunal against a solicitor as follows:
- "(a) Save in exceptional circumstances, a finding of dishonesty will lead to the solicitor being struck off the Roll ... That is the normal and necessary penalty in cases of dishonesty...*
- (b) There will be a small residual category where striking off will be a disproportionate sentence in all the circumstances ...*
- (c) In deciding whether or not a particular case falls into that category, relevant factors will include the nature, scope and extent of the dishonesty itself, whether it was momentary ... or over a lengthy period of time ... whether it was a benefit to the solicitor ... and whether it had an adverse effect on others..."*
45. For the reason described below, it is the SRA's position that there are no exceptional circumstances here. The Respondent notes mitigating circumstances as set out in paragraph 39, but accepts that strike-off is the appropriate sanction.

46. The Respondent is an experienced solicitor having been admitted to the Roll in 1975. He was the Manager, COLP and COFA of the sole practice and would have been aware of his regulatory obligations and the Standards and Regulations governing the conduct of the profession. At the material time, the Respondent had direct control for conducting Client A's matter and completing the PII Proposal form. He was in a position of trust, which he breached by (i) misleading Santander about the completion date and (ii) misleading and providing inaccurate information to the insurers. It is the SRA's position that his motivation in misleading them was to conceal his failure to secure the mortgage funds prior to completion and the fact that his Firm was under investigation by the SRA. Concealment of wrongdoing is an aggravating factor. It is the Respondent's contention that his only motivation in re-submitting the amended certificate of title and covering letter to Santander, was to restore the parties to the positions they intended to be in, on 21st October 2021.
47. In terms of harm caused, insurers rely on the accuracy of information provided in PII proposal forms when deciding whether to insure a firm and at what premium. These forms require disclosure of ongoing regulatory investigations, enabling insurers to assess risk and make informed decisions. Concealing the fact that there was an ongoing SRA investigation into his firm could have materially influenced the insurer's decision and potentially resulted in a lower premium. As a result, it can reasonably be said that there was a potential financial benefit to be gained by withholding this information. It is the Respondent's position that procuring a more favourable premium never crossed his mind and that he only answered the question out of a misunderstanding at the time as mentioned above.
48. The misconduct was not an isolated incident or a momentary lapse in judgment. It comprises two separate acts of dishonesty, which are serious in nature. This is an aggravating factor, and the case plainly does not fall within the small residual category where striking off would be a disproportionate sentence. Having considered the Solicitors Disciplinary Tribunal Guidance Note, the Respondent's Guidance Note on Sanction (11th edition), the seriousness of the Respondent's conduct is at the highest level that a lesser sanction would be inappropriate and strike off is required for the protection of the public and the reputation of the legal profession.

Aggravating Factors

49. The principal factors that aggravate the seriousness of the Respondent’s misconduct are:

- Dishonesty, where alleged and proved;
- Misconduct which was deliberate and calculated or repeated;
- Concealment of wrongdoing in relation to Allegation 1.1 as there was no evidence on the firm’s file that the Respondent notified Client A or Santander that the mortgage funds had not been secured prior to completion. In terms of Allegation 1.2 the Respondent also admitted to not informing the insurer of the true position regarding the SRA investigation until an outcome was known.
- Misconduct where the Respondent knew or ought reasonably to have known that the conduct complained of was in material breach of obligations to protect the public and the reputation of the legal profession.

Summary

50. In these circumstances, considering the seriousness of the misconduct admitted and the necessity to protect the public and maintaining the reputation of the profession, it is submitted that the proposed outcome, which has been agreed between the parties, is proportionate and in the public interest, that the Respondent should be struck of the Roll of solicitors. Further that the Respondent should pay the SRA’s costs in the sum of £14,923.03.

Dated this 16th day of January 2026

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Tamara Krupski-David, Head of Legal & Enforcement, Legal & Enforcement Department, SRA

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Malcolm John Colin Mackillop