SOLICITORS DISCIPLINARY TRIBUNAL

IN THE MATTER OF THE SOLICITORS ACT 1974 Case No. 12892-2026

BETWEEN:

SOLICITORS REGULATION AUTHORITY LTD Applicant

and

JAMES ALEXANDER DAVID ENGLAND Respondent

Before:

Mr M N Millin (in the chair)
Mr E Nally
Ms E Keen

Date of Hearing: 9 November 2026

Appearances

Kathryn Hughes, counsel, of QEB Hollis Whiteman Chambers, 1-2 Laurence Pountney Hill, London EC4R 0EU, instructed by Blake Morgan LLP, for the Applicant.

The Respondent did not attend and was not represented.

JUDGMENT

Allegations

1. The allegation made against Mr England by the Solicitors Regulation Authority Limited ("SRA") were that whilst working as Head of Family Law at Phillips Solicitors ("Firm 1"):

1.1. between 13 February 2023 and 31 March 2023, the Respondent misled Client A and acted dishonestly and/or without integrity, in that he requested a total of £450 and received £250 in cash from Client A which he claimed were professional and court fees incurred by Firm 1 on his behalf, when they were not. He thereby breached any or all of Principles 2, 4 and 5 of the SRA Principles ("the Principles") and Paragraphs 1.4, 4.2, 4.3 of the SRA Code of Conduct for Solicitors, RELs, RFLs and Ls ("the Code") and paragraph 2.3 of the Accounts Rules.

1.2. between 26 September 2022 and 31March 2023, the Respondent misled Client B and acted dishonestly and/or without integrity, in that he requested and received a total of at least £1020 in cash from Client B which he claimed were fees for work done by Firm 1. He thereby breached any or all of Principles 2, 4 and 5 of the Principles and Paragraphs 1.4, 4.2, 4.3 of the Code and paragraph 2.3 of the Accounts Rules.

1.3. between January 2023 and 22 May 2023, in relation to Client C, the Respondent:

a. inappropriately requested and received cash payments in the sum of £100.
b. failed to take adequate steps to progress Client C's instructions; and / or
c. misled or attempted to mislead Client C by falsely representing that progress was being made in her divorce proceedings when this was not the case.

In doing so he breached any or all of Principles 2, 4 and 5 of the Principles and Paragraphs 1.4, 4.2, 4.3 of the Code and paragraph 2.3 of the Accounts Rules.

2. WITHDRAWN

3. WITHDRAWN

4. The Respondent failed to comply with the SRA's investigation in that he failed to comply with a Production Notice dated 21 March 2023. In doing so he breached any or all of principles 2 and 5 of the Principles and paragraphs 7.3 and 7.4 of the Code for Solicitors.

Executive Summary

5. The Tribunal found allegations 1.1, 1.2 and 1.3 proved in their entirety. Mr England dishonestly obtained £250 from Client A as purported court fees and at least £1,020 from Client B as purported fees for Firm 1's work. He also inappropriately requested and received £100 from Client C, failed adequately to progress her instructions and dishonestly represented that her divorce proceedings were progressing when they were not. He failed to safeguard or properly account for the clients' money, holding it outside the Firm's proper arrangements and failing to ensure its prompt payment into the client account. His conduct was dishonest, lacked integrity and failed to uphold public trust

and confidence, breaching Principles 2, 4 and 5, paragraphs 1.4, 4.2 and 4.3 of the Code and paragraph 2.3 of the Accounts Rules.

6. The Tribunal also found allegation 4 proved in its entirety. Mr England persistently failed to comply with the SRA's Production Notice dated 21 March 2023, despite further opportunities to respond and a warning of enforcement action and provided no explanation for his non-compliance. His failure to cooperate or supply the requested information and documents impeded the investigation and breached paragraphs 7.3 and 7.4 of the Code. His sustained disregard of his regulatory obligations also failed to uphold public trust and confidence and lacked integrity, breaching Principles 2 and 5.

7. The Tribunal's findings can be accessed here:

- Allegations 1.1, 1.2 and 1.3
- Allegation 4

Sanction

8. The Tribunal determined that given the serious nature of its findings, the only appropriate and proportionate sanction to was to strike Mr England off the Roll. The Tribunal's reasoning can be accessed here:

- Sanction

Documents

9. The Tribunal reviewed all the documents submitted by the parties, which were contained in the electronic bundle.

Preliminary Matters

10. Application to proceed in Mr England's absence

10.1 Ms Hughes invited the Tribunal to exercise its discretion under Rule 36 of the Solicitors (Disciplinary Proceedings) Rules 2019 ("the SDPR") to proceed in Mr England's absence. She referred to the relevant principles in *R v Hayward, Jones and Purvis* [2001] QB, CA, and *GMC v Adeogba* [2016] EWCA Civ 162, with which the Tribunal would be familiar and which she did not rehearse. Ms Hughes submitted that the discretion must be exercised with care, having regard to the fairness of the proceedings, whether the absence was voluntary, whether an adjournment would secure attendance, and the public interest in the expeditious determination of disciplinary proceedings. In her submission, the circumstances of the case strongly favoured proceeding.

10.2 The Tribunal was referred to Mr England's statement, served on 3 November 2026, in which he expressly stated that he had decided he could not attend the substantive hearing and acknowledged that the Tribunal might proceed in his absence, including making orders as to sanction and costs. Ms Hughes submitted that Mr England plainly understood the potential consequences of his non-attendance and did not oppose the proceedings continuing in his absence.

10.3 Further, it was submitted, Mr England had given no reasons for his inability to attend and had not requested an adjournment. He had given no indication that he would attend in future if the matter were relisted. Ms Hughes submitted that there was therefore no basis to conclude that an adjournment would serve any useful purpose.

10.4 The statement, it was submitted, had to be viewed against a backdrop of a complete failure to engage with the allegations at any stage of the proceedings. Mr England had made no representations on the notice recommending referral, had not served an Answer, had not complied with Tribunal directions and had not served any statement until the previous week.

10.5 Ms Hughes submitted that, taken together, those circumstances strongly supported the conclusion that Mr England had made a voluntary and informed decision to absent himself from the proceedings. Balancing fairness to him against the public interest in the efficient disposal of regulatory proceedings, the Tribunal was invited to proceed in Mr England's absence.

10.6 The Tribunal firstly considered whether service had been affected in accordance with Rule 44 of the SDPR and determined that Mr England had been served in accordance with Rule 44. That this was the case was clear from Mr England's statement of 3 November 2026. The Tribunal therefore concluded that Mr England was aware of the date of the hearing and Rule 36 was therefore engaged.

Rule 36 provided:

> *"If a party fails to attend and is not represented at the hearing and the Tribunal is satisfied that notice of the hearing was served on the party in accordance with these Rules, the Tribunal may hear and determine any application and make findings, hand down sanctions, order the payment of costs and make orders as it considers appropriate notwithstanding that the party failed to attend and is not represented at the hearing."*

10.7 The Tribunal had regard to its Guidance Note on Adjournments (February 2025) and the criteria for exercising the discretion to proceed in absence as set out in *Jones*. The Tribunal paid significant regard to the comment of Leveson P in *Adeogba,* namely that in respect of regulatory proceedings there was a need for fairness to the regulator as well as a Respondent. At [19] he stated.

> *"… It would run entirely counter to the protection, promotion and maintenance of the health and safety of the public if a practitioner could effectively frustrate the process and challenge a refusal to adjourn when the practitioner had deliberately failed to engage with the process. The consequential cost and delay to other cases is real. Where there is good reason not to proceed, the case should be adjourned; where there is not, however, it is only right that it should proceed."*

10.8 The Tribunal noted Mr England's significant lack of engagement in the proceedings. In his statement, Mr England stated that he was unable to attend the hearing and had chosen not to attend due to his *"present inability to engage with and process the proceedings (and the evidence to the extent necessary to participate in the hearing)."*

Mr England asked the Tribunal to take his statement into account in its consideration of the matter. Given those submissions, the Tribunal was satisfied that in this instance Mr England had chosen voluntarily to absent himself from the hearing. The Tribunal considered that it was in the public interest and in the interests of justice that this case should be heard and determined as promptly as possible. There was nothing to indicate that Mr England would attend or engage with the proceedings if the case were adjourned. In the light of these circumstances, the Tribunal was satisfied that it was just to proceed with the case, notwithstanding Mr England's absence.

11. Application for anonymity of the Applicant's lay client witnesses

11.1 Ms Hughes applied for the underlying client witnesses to remain anonymised throughout the proceedings and to be referred to by letters, as Clients A – E, pursuant to Rule 35(9) of the SDPR. Ms Hughes referred the Tribunal to its Policy on Hearings in Private, Anonymity and Restrictions on Publishing SDT Decisions (March 2026). The Rule 12 Statement had been drafted in accordance with Paragraph 1.3 which provided that:

The Tribunal's starting position is:

- *All hearings are held in public, except in exceptional circumstances.*
- *Respondents' and witnesses' names will not normally be anonymised, except in exceptional circumstances.*
- *Client names will generally be anonymised where their identity is not directly relevant to the matters in issue. This reflects considerations of confidentiality and proportionality rather than an assertion of legal professional privilege. Legal professional privilege, where applicable, is a distinct doctrine and remains subject to recognised exceptions, including the iniquity exception (see glossary). Anonymisation may not be appropriate where the client's identity is central to the allegations or already public.*

11.2 Ms Hughes submitted that the justification for anonymity was founded on considerations of client confidentiality, privacy, and proportionality, reinforced by the Legal Services Act's focus on confidentiality. The Tribunal's guidance expressly distinguished anonymity from legal professional privilege, in respect of which waivers had now been obtained in this case. In view of the very recent developments concerning legal professional privilege and the obtaining of waivers from the clients, the application was being made at this stage out of an abundance of caution.

11.3 The clients had previously engaged with the SRA's investigation in good faith and on the understanding that they would be anonymised in that way. Ms Hughes submitted that their identities were not in any way relevant to the allegations. Mr England had advised them on sensitive personal matters, such as divorce proceedings, in respect of which they had a legitimate expectation of confidentiality.

11.4 Ms Hughes submitted that anonymisation would not undermine the principle of open justice. The allegations and evidence could be fully considered in public without disclosing the clients' names. The restriction was therefore limited, necessary and

proportionate. Accordingly, Ms Hughes invited the Tribunal to direct that the client witnesses remain anonymised throughout the proceedings and be referred to as Clients A - E, respectively.

11.5 The Tribunal agreed with Ms Hughes's submissions. It found that anonymising the clients would cause no prejudice to Mr England, who was aware of the identities of all of the clients. The clients had a right to privacy and confidentiality in respect of the personal matters on which they had sought advice. Their identities were not necessary for members of the public to understand the case or the nature of the alleged misconduct. The allegations and evidence could be considered in public without disclosure of the clients' names, and anonymity would therefore not undermine the principle of open justice. Balancing those considerations, the Tribunal was satisfied that the restriction was necessary and proportionate. Accordingly, it granted the application and directed that the clients be referred to as Clients A – E throughout the proceedings.

12. Application to withdraw allegation 2

12.1 Ms Hughes applied to withdraw allegation 2 pursuant to Rule 24 of the SDPR. She explained that it had come to light only on 3 November that Client D was in hospital receiving medical treatment. Further enquiries had been made as to the nature and extent of his unavailability, but no response had been received. She submitted that this development could not reasonably have been anticipated or addressed at an earlier stage.

12.2 Importantly, the SRA had been unable to obtain a waiver of privilege from Client D and was therefore not in a position to rely upon his statement and evidence relating to his privileged communications. In those circumstances, and having regard to the overriding objective, the SRA considered it appropriate to withdraw allegation 2 and proceed with the substantive hearing on the remaining allegations. Ms Hughes identified three considerations underpinning that position

- there had been difficulties in communicating with Client D throughout the proceedings, and his engagement had fluctuated. The SRA could not therefore be confident that an adjournment would secure his attendance and cooperation at a future hearing.

- the seriousness of the case as a whole remained properly reflected in the remaining allegations which the SRA continued to pursue; and

- an adjournment would cause significant prejudice to the other witnesses, including three lay clients and professional witnesses, who had prepared to give evidence at the hearing.

12.3 Ms Hughes invited the Tribunal to permit the withdrawal of allegation 2, submitting that this was consistent with the overriding objective and the interests of justice.

12.4 The Tribunal granted the application to withdraw allegation 2 pursuant to Rule 24 of the SDPR for the reasons advanced by Ms Hughes. It accepted that Client D's hospitalisation could not reasonably have been anticipated or addressed earlier and that, in the absence of a waiver of privilege, the SRA was not in a position to rely upon his

statement and evidence relating to privileged communications. Given the difficulties in communicating with Client D and his fluctuating engagement, there was no sufficient assurance that an adjournment would secure his attendance and cooperation. The Tribunal further accepted that the seriousness of the case remained properly reflected in the remaining allegations and that an adjournment would cause significant prejudice to the other witnesses, including the three lay clients and professional witnesses who had prepared to give evidence. Further, there was no prejudice to Mr England in the withdrawal of that allegation.

12.5 In those circumstances, it was consistent with the overriding objective and the interests of justice to permit withdrawal of allegation 2 and proceed with the substantive hearing on the remaining allegations.

13. Application to amend allegation 1.1

13.1 Ms Hughes sought leave pursuant to Rule 24 of the SDPR to make a limited amendment to allegation 1.1 to correct a typographical error, by changing the amount received by Mr England from £290 to £250.

13.2 Ms Hughes submitted that the sums were correctly described in the body of the Rule 12 Statement and in the evidence, so the position was clear. The proposed amendment would cause no prejudice to Mr England; indeed, reducing the sum would marginally benefit him in terms of the seriousness of the allegation. She therefore invited the Tribunal to correct what was simply a small error which did not otherwise affect the case before it and caused no prejudice.

13.3 The Tribunal agreed that no prejudice would be caused to Mr England. The evidence and Rule 12 Statement made it clear that the correct figure was £250. Accordingly, the Tribunal allowed the application to amend the typographical error.

14. Application to withdraw allegation 3

14.1 During the course of the Opening, Ms Hughes sought leave pursuant to Rule 24 of the SDPR to withdraw allegation 3. She explained that it had recently come to the Applicant's attention that certain documents relied upon in support of that allegation originated from separate proceedings in a different jurisdiction, namely the Family Court, and that permission might have been required for their disclosure and use. The Applicant had been unable to identify any evidence that such permission had been obtained. Ms Hughes recognised the importance of ensuring that material relied upon before the Tribunal had been properly obtained and disclosed.

14.2 Ms Hughes expressed regret that the issue had arisen at this late stage of the proceedings. In those circumstances, the Applicant did not consider it appropriate to continue relying upon the documents and did not seek an adjournment to investigate or remedy the position. She acknowledged that withdrawal at this stage was unsatisfactory and apologised unreservedly.

14.3 Ms Hughes submitted that allegation 3 was the least serious allegation before the Tribunal and did not involve dishonesty. She did not suggest that the allegation was not serious, but submitted that, in the context of a case in which dishonesty was alleged in

other allegations, the public interest was better served by proceeding without delay with those remaining allegations. She therefore respectfully invited the Tribunal to permit the withdrawal of allegation 3.

14.4 In response to the Tribunal's questions about when the issue had been identified, Ms Hughes clarified that the documents had plainly been included in the bundle for some time and had been served with the Rule 12 Statement. It was the issue of the need to obtain the Family Court's permission, rather than the existence of the documents, which had been drawn to the Applicant's attention that morning, after the initial applications had been made. She explained that the legal requirement had only recently come to the Applicant's understanding, acknowledged that the position was unsatisfactory and again apologised.

14.5 In response to the Tribunal's concern that the need for permission had only been identified that day despite the duration of the proceedings and the documents' inclusion in the bundle, Ms Hughes suggested that the position was perhaps the result of a mistaken assumption rather than any wilful decision to proceed without permission. The Applicant had been unable to verify that permission had been obtained. She acknowledged that the assumption ought to have been recognised earlier and expressed regret that it had not been. When asked specifically whether permission from the Family Court had been requested, she confirmed that the Applicant had been unable to find any evidence that it had.

14.6 The Tribunal was extremely concerned that the Family Court's permission had not been sought as a matter of course, given the nature of the material relied upon. It was astonishing that the appropriate permission had not been sought, and even more astonishing that this oversight had not been recognised until the Applicant was part way through opening its case. The Tribunal considered these to be material and significant failings on the part of the Applicant. The situation was wholly unsatisfactory and had been caused entirely by the Applicant's failures.

14.7 Nevertheless, the Tribunal had to consider how the proceedings should now be concluded in accordance with the overriding objective. Having regard to the nature of the remaining allegations, which included allegations of dishonesty, and the fact that allegation 3 did not involve dishonesty and was the least serious allegation in the case, the Tribunal reluctantly agreed that the overriding objective was better served by continuing with the substantive hearing rather than adjourning the proceedings to allow the Applicant to rectify the position. Accordingly, it granted permission pursuant to Rule 24 of the SDPR to withdraw allegation 3 and directed that the hearing continue on the remaining allegations. That decision did not diminish the Tribunal's concerns about the Applicant's failures.

14.8 The Tribunal expressed its sympathy for the underlying client who had made the complaint and its regret that, as a consequence of the Applicant's failures and the withdrawal of allegation 3, that client would not now have the benefit of hearing the Tribunal's determination of the allegation arising from the complaint.

Professional Details

15. Mr England was a solicitor having been admitted to the Roll on 1 November 2010. He did not hold a current practising certificate, and, on his own account, had not practised since 2023.

16. At the time of the alleged misconduct, Mr England was employed as Head of Family law at Phillips Solicitors ("Firm 1"), a role he occupied between 15 March 2022 and 3 April 2023.

Factual Background

17. Between March and April 2023, various concerns were brought to Firm 1's attention by clients in relation to Mr England's service and billing practices. Mr England was suspended from Firm 1 on 3 April 2023, pending an internal investigation, and later dismissed for gross misconduct.

18. The conduct in allegations 1.1-1.3 first came to the attention of the SRA on 6 April 2023, when Mark Marriott, the Compliance Officer for Legal Practice ("COLP") at Firm 1 contacted the SRA in relation to concerns about Mr England and alleged breaches of at least, the Solicitors Accounts Rules. This initial contact was followed by written reports to the SRA by Firm 1 on 14 April 2023 and 15 June 2023, respectively. An investigation report was submitted to the SRA by Firm 1 on 30 June 2023.

Witnesses

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

- Client B
- Client C

20. The written and oral evidence of the witnesses is quoted or summarised in the Findings of Fact and Law below. The evidence referred to will be that which was relevant to the findings of the Tribunal, and to facts or issues in dispute between the parties. For the avoidance of doubt, the Tribunal read all of the documents in the case and made notes of the oral evidence. The absence of any reference to particular evidence should not be taken as an indication that the Tribunal did not read, hear or consider that evidence.

Findings of Fact and Law

21. The Applicant was required to prove the allegations on the balance of probabilities. The Tribunal had due regard to its statutory duty, under section 6 of the Human Rights Act 1998, to act in a manner which was compatible with Mr England's rights to a fair trial and to respect for Mr England's private and family life under Articles 6 and 8 of the European Convention for the Protection of Human Rights and Fundamental Freedoms.

Dishonesty

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

> *"When dishonesty is in question the fact-finding Tribunal must first ascertain (subjectively) the actual state of the individual's knowledge or belief as to the facts. The reasonableness or otherwise of his belief is a matter of evidence (often in practice determinative) going to whether he held the belief, but it is not an additional requirement that his belief must be reasonable; the question is whether it is genuinely held. When once his actual state of mind as to knowledge or belief as to facts is established, the question whether his conduct was honest or dishonest is to be determined by the factfinder by applying the (objective) standards of ordinary decent people. There is no requirement that the defendant must appreciate that what he has done is, by those standards, dishonest."*

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

Integrity

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

> *"Integrity is a useful shorthand to express the higher standards which society expects from professional persons and which the professions expect from their own members ... [Professionals] are required to live up to their own professional standards ... Integrity connotes adherence to the ethical standards of one's own profession."*

25. **Allegation 1.1 - between 13 February 2023 and 31 March 2023, the Respondent misled Client A and acted dishonestly and/or without integrity, in that he requested a total of £450 and received £250 in cash from Client A which he claimed were professional and court fees incurred by Firm 1 on his behalf, when they were not. He thereby breached any or all of Principles 2, 4 and 5 of the Principles and Paragraphs 1.4, 4.2, 4.3 of the Code and paragraph 2.3 of the Accounts Rules.**

Allegation 1.2 - between 26 September 2022 and 31March 2023, the Respondent misled Client B and acted dishonestly and/or without integrity, in that he requested and received a total of at least £1020 in cash from Client B which he claimed were fees for work done by Firm 1. He thereby breached any or all of Principles 2, 4 and 5 of the Principles and Paragraphs 1.4, 4.2, 4.3 of the Code and paragraph 2.3 of the Accounts Rules.

Allegation 1.3 - between January 2023 and 22 May 2023, in relation to Client C, the Respondent: (a) inappropriately requested and received cash payments in the sum of £100; (b) failed to take adequate steps to progress Client C's instructions; and/or (c) misled or attempted to mislead Client C by falsely representing that

progress was being made in her divorce proceedings when this was not the case. In doing so he breached any or all of Principles 2, 4 and 5 of the Principles and Paragraphs 1.4, 4.2, 4.3 of the Code and paragraph 2.3 of the Accounts Rules.

The Applicant's Case

Client A (Allegation 1.1)

25.1 Ms Hughes submitted that Client A had instructed Firm 1 in or around December 2022 in relation to his divorce proceedings and that Mr England had been allocated the case. Mr England initially requested a £40 deposit towards Firm 1's costs. Client A paid that sum in cash directly to him, but no receipt was issued.

25.2 On 13 February 2023, Client A made a further cash payment of £250 to Mr England in a supermarket car park, at Mr England's request. Firm 1 held no record of the payment on its client account and no receipt was issued. In text messages exchanged that day, Mr England described the payment as being for a *"court fee."* A further request for £200 was made on or around 29 March 2023, but no payment was made.

25.3 On 30 March 2023, Client A contacted Firm 1 to seek an update and query the costs he had paid. Following an initial telephone discussion with Firm 1's COLP, Mark Marriot, Client A attended the office to meet him. At that meeting, Client A said that Mr England had requested an additional £200 in cash earlier that day, allegedly for a court application. After the meeting, Mr Marriot was informed that Mr England had been observed listening at the office door.

25.4 Firm 1's internal investigation found no record on the matter file or client account of the alleged payments in December 2022 and February 2023. The file recorded no correspondence between Mr England and Client A after December 2022.

25.5 At an internal investigation meeting on 31 March 2023, Mr England provided a memorandum denying receipt of any payment from Client A in December 2022. He accepted receiving a payment in a supermarket car park on 13 February 2023 but disputed the amount: he said that Client A had been required to pay a £250 court fee but had made only an interim payment of £120. Mr England handed Firm 1 £120 in cash, explaining that he had forgotten to pay it into the client account. Ms Hughes noted that he had provided no representations in response to allegation 1.1.

Client B (Allegation 1.2)

25.6 Ms Hughes submitted that, on 17 April 2023, Client B contacted Firm 1 for an update on his divorce instructions to Mr England. At a meeting with Mr Marriot, Client B explained that he had instructed Mr England in or around September 2022 and had made five cash payments directly to him, totalling £1,020, without receiving any receipts as follow:

- £250 on 13 October 2022
- £250 on 28 October 2022
- £120 on 16 November 2022
- £200 on 13 December 2022

- £200 on 10 March 2023

25.7 Client B mainly communicated with Mr England by text. Their meetings took place outside Firm 1's offices, most commonly in local pubs. Client B supplied copies of the text messages to assist Firm 1's investigation. Ms Hughes exemplified the following exchange concerning the £200 cash payment on 10 March 2023:

Client B:	*Are you in office?*
Mr England:	*Don't blame you! Suns come out at least. Are you able to sort some funds at some point a d should have movement in next week.*
Client B:	*£200?*
Mr England:	*Yes only 3 of us made it in. Could have a lunch time pint in the circumstances lol…Yes that's fine*
Client B:	*Meet in Stag &Pheasant*
Mr England:	*Sure half 1?*
Client B:	*Yes*

25.8 Firm 1's investigation found no matter file for Client B and no record of receiving funds from him. Its only relevant record was a diary entry for 26 September 2022 containing his name and telephone number. It was not known by Firm 1 whether the proposed meeting was by telephone or in person, or whether it took place.

25.9 At an investigation meeting on 21 April 2023, Mr England said that he had undertaken pro bono work for Client B and was assisting him with an application for legal aid. He denied taking cash payments but did not dispute meeting Client B in a pub. Ms Hughes noted that he had provided no representations to the SRA in response to allegation 1.2.

Client C (Allegation 1.3)

25.10 Ms Hughes submitted that Client C instructed Firm 1 in January 2023 concerning her divorce. She met Mr England, who had been allocated her matter, at Firm 1's office on 3 January 2023. The specific costs were not discussed in full. At 11:51 that day, she received two text messages from his telephone number: "Hi [Client C] further to our meeting this is my mobile number. Thanks, James…If you can let me know a suitable time later today, I can see you at Shirebrook or Mansfield."

25.11 Later on 3 January 2023, Client C met Mr England at Firm 1's Shirebrook office to pay a deposit. He had asked her to bring £100 in cash, explaining that card payments were unavailable there. She handed him £100 in a meeting room and was told that a receipt would follow, but none was issued.

25.12 There were no further meetings with Client C throughout February 2023, but Mr England communicated with her by text and telephone. Those communications gave her the impression that her matter was progressing and that divorce proceedings had been issued. She received no substantive updates during March and April 2023. On 31 March 2023, Mr England cancelled their appointment but said she could *"pick up*

the papers and sort everything out" on 3 April 2023. She understood that she would receive an update on her divorce, but no meeting took place on that date. He also failed to telephone her as arranged on 13 April 2023. When she messaged to check that everything was satisfactory and the documents were on their way to the courts, he replied, *"yes all good."*

25.13 On 22 May 2023, Client C contacted Firm 1 for an update and was told that Mr England was no longer employed there. Firm 1 said it had notified his former clients and transferred their files to another solicitor. When Client C queried why she had not been notified, it was subsequently confirmed that her matter had never been registered with the firm. Neither she nor her £100 deposit appeared on Firm 1's system. Firm 1 reported the conduct to the SRA on 5 June 2023, and its internal investigation found no evidence of tangible work on her divorce proceedings.

25.14 Ms Hughes noted that Mr England had not provided representations in response to the original allegation concerning Client C. On 23 December 2025, the SRA wrote to him identifying the need to amend the allegation, described in the Notice as "Allegation 3", to include a breach of Principle 4 of the SRA Principles 2019. It was further particularised to include an allegation, numbered 3.3, that he had misled or attempted to mislead Client C by falsely representing that her divorce proceedings were progressing. He was invited to respond by 9 January 2026, stating whether the amended allegation was admitted, denied, or partially admitted. On 24 December 2025, he responded: *"£100 - clutching at straws."*

25.15 Ms Hughes relied on the facts set out above in support of the alleged breaches concerning each client. The common features were the requesting and receipt of cash outside Firm 1's proper procedures, the absence of receipts and accounting records, and the failure to pay the money promptly into the client account.

25.16 Ms Hughes submitted that for Client A, during the period of allegation 1.1, Mr England had requested and accepted cash described as professional and court fees outside proper procedures, without receipts or any record of the payments or associated work on the client account. For Client B, at least £1,020 had been requested and received as purported firm fees outside Firm 1's systems, without receipts, a matter file, or any firm record of the payments. For Client C, he had requested and received £100 without a matter file or payment record, taken no steps to progress her instructions and created the impression that proceedings were being undertaken despite the absence of substantive work. Such conduct, it was submitted, failed to uphold public trust and confidence in the solicitors' profession and in legal services provided by authorised persons in breach of Principle 2.

25.17 Ms Hughes submitted as a solicitor in a position of trust and responsibility, Mr England should have sought payments only on a proper, legitimate professional basis and ensured transparent handling and recording in accordance with Firm 1's procedures and the Accounts Rules. For Clients A and B, the breach lay in requesting and receiving cash, falsely representing it as professional and court fees or fees for Firm 1's work respectively, without receipts or client-account records. For Client C, it lay in requesting and receiving £100 without a receipt and creating the impression that her divorce was progressing when her matter was unregistered and no substantive work had

been undertaken. Each course of conduct was inconsistent with the ethical standards expected of a solicitor and thus lacked integrity in breach of Principle 5.

25.18 Ms Hughes submitted that with regard to Client A, Mr England had knowingly requested cash described as professional and court fees incurred on the client's behalf, while knowing that the payments were outside proper procedures, no receipts were issued and no record was made in the client account. By representing the payments in that way while failing to account for them, he knowingly misled Client A about their purpose and handling. For Client B, he had requested and received at least £1,020 as purported fees for Firm 1's work, knowing that the payments were not being recorded under proper procedures; when questioned, he denied receiving cash and asserted that the work was pro bono. For Client C, he had requested and received £100, failed adequately to progress her instructions and created a false impression of active progress, knowing that the matter had not been registered with Firm 1 and no substantive work had been undertaken. Given Mr England's actual knowledge and belief concerning each client, Ms Hughes submitted that his conduct was dishonest by the applicable objective standards and thus his conduct was dishonest in breach of Principle 4.

25.19 Ms Hughes submitted that Mr England had misled Clients A and B about the purpose and handling of their money by presenting cash payments as legitimate professional and court fees or firm fees without proper documentation or accounting. For Client B, the misleading impression was maintained despite the absence of receipts, a matter file or firm payment records. For Client C, the breach concerned misleading or attempting to mislead her about progress in her divorce when her matter was unregistered and no substantive work had been undertaken; his inappropriate request for and receipt of £100 and failure adequately to progress her instructions also created a false impression about the status of her matter and the handling of her funds. Such conduct breached paragraph 1.4.

25.20 Paragraph 4.2 required solicitors to safeguard money and assets entrusted to them by clients and others, with funds properly accounted for and handled in accordance with firm procedures and the Accounts Rules. In each client's case, Mr England had accepted cash without issuing receipts or ensuring proper recording and accounting within Firm 1's systems, thereby failing to safeguard the funds through appropriate documentation, accounting, and oversight. She submitted that those failures breached paragraph 4.2 and the standards of transparency, accountability and professionalism expected of a solicitor.

25.21 Ms Hughes submitted that, by procuring and retaining Client A's cash payments, accepting, and retaining substantial cash payments from Client B, and retaining Client C's £100, without paying the funds into Firm 1's client account or handling them under proper firm procedures, Mr England had personally held client money in circumstances not permitted by the regulatory framework. His conduct in respect of each client therefore breached paragraph 4.3 of the Code.

25.22 For each of Clients A, B and C, Mr England had failed to pay the cash received promptly into Firm 1's client account or had not paid it in at all. No alternative treatment of the funds had been agreed with any of the clients. By failing to ensure prompt and proper payment of client money into the designated client account, he had breached paragraph 2.3 of the Accounts Rules.

The Respondent's Case

25.23 In his witness statement of 3 November 2026, Mr England explained that given the passage of time, he had a very limited recollection of events and that he could not reliably recall the specific circumstances surrounding each matter. As he did not wish to speculate or provide an inaccurate account of events, he did not feel able to address the allegations or provide a detailed response. That position, it was submitted, should not be considered as an intention to resile from the allegations or as an admission of the allegations.

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

Client A (Allegation 1.1)

25.24 The Tribunal accepted Client A's evidence in its entirety. His account was corroborated by the text message conversation with Mr England. Messages on 13 February between Mr England and Client A discussed meeting and included Mr England's request: *"I needed the court fee paying, and for me to also get a signature. Is today doable at all? Many thanks."* Further messages concerned the arrangements, and the two subsequently met. In a message timed at 11.47, in response to Client A asking how much money was needed and saying that he did not realise there was anything else to pay unless the matter went to court, Mr England stated: *"that's for the court order, and dealing with the finances, if that makes sense, not the divorce."* The Tribunal noted the repeated description of the payment as a court fee.

25.25 In a message at 13:58 on 29 March, Client A asked: *"is it £200, did you say? What timescale now do you think it will be, please?"* In the ensuing messages he asked to visit the office to read what had been sent to court, said he had not received a receipt for the previous £250 and requested receipts for both payments for his records. These messages, the Tribunal determined, provided further evidence in support of Client A's account of the £250 payment.

25.26 The Tribunal noted that during the Firm's investigation meeting on 31 March, Mr England initially denied taking any cash from Client A. He later accepted requesting money for apparent court fees, or at least describing it that way to Client A, and receiving cash, but said he received £120 rather than £250.

25.27 The Tribunal was satisfied that Client A had provided Mr England with £250 for what he considered to be court fees. The Tribunal found, in accordance with Mr Marriott's investigation that there was no evidence of genuine court or professional fees incurred for Client A during the period, no record of work undertaken, no invoices or receipts, no correspondence on the Firm's files during the period and no record of the payments in the client account.

Client B (Allegation 1.2)

25.28 The Tribunal accepted Client B's evidence in its entirety. Client B had described 5 separate cash payments made directly to Mr England. Bank statements provided by Client B showed corresponding cash withdrawals for the amounts paid (save for the payment of 28 October 2022).

25.29 Text messages on 13 October showed that Client B and Mr England met that day, providing further support for Client B's evidence of meeting Mr England on that date and providing £250 in cash.

25.30 At 11:42 on 28 October, Client B messaged: *"what time approximately today, James, I will have cash for you."* Mr England replied and they arranged to meet.

25.31 Messages on 15 November, the day before the £120 payment, concerned an intended meeting and included Mr England saying that he would *"pop in to see you this week"*.

25.32 Messages on 13 December included Mr England asking whether Client B was free to catch up that week and a reply referring to a Christmas party and giving him *"a few quid"*. Again, the Tribunal found that this exchange, together with the cash withdrawal, supported Client B's account of meeting and paying £200 that day.

25.33 On 10 March, Client B asked whether Mr England was in the office. Mr England asked whether he could *"sort some funds at some point"* and said there should be movement the following week. Client B asked *"£200?"*; Mr England replied: *"yes, that's fine"*, and they arranged to meet. The Tribunal again determined that the alignment between the messages and the £200 withdrawal supported Client B's account of payment.

25.34 The Tribunal noted that the firm found no matter file, no record of receiving Client B's funds and no record of work undertaken despite the cash payments. During the Firm's investigation, Mr England said that he undertook pro bono work and was helping Client B apply for legal aid. The Tribunal rejected that assertion as incompatible with requesting and receiving over £1,000.

Client C (Allegation 1.3)

25.35 The Tribunal accepted Client C's evidence in its entirety. The Tribunal noted that Client C's bank statement showed a withdrawal in the sum of £100 on 3 January 2023. This was the date that she met with Mr England. The Tribunal was satisfied that Client C had paid the monies to Mr England, having been informed by him that cash was required as card payments were not available at the agreed meeting location.

25.36 The Tribunal found that it was clear from the communications between Mr England and Client C that Mr England gave Client C the impression that matters were progressing and proceedings had been issued.

25.37 Client C received no substantive updates during March and April 2023. At the end of March, Mr England said he could not meet that day. She understood that she would receive an update in due course, but no meeting took place. Client C became concerned and arranged to speak to Mr England on 13 April, but he did not telephone as arranged. In a later message, she referred to his failure to call on Tuesday, said she assumed everything was satisfactory and the documents were on their way to court. Mr England replied: *"yes, all good."*

25.38 Firm 1 confirmed that it had no record of Client C on its system, no client file and no record of her £100 payment or any money received. The Tribunal was satisfied that

Mr England had taken monies from Client C and had represented that matters were progressing when they were not.

25.39 Having made those factual findings, the Tribunal then considered whether Mr England's conduct had breached the Principles, Code and Accounts Rules as alleged.

25.40 The Tribunal found that Mr England's conduct in respect of each of Clients A, B and C failed to uphold public trust and confidence in the solicitors' profession and in legal services provided by authorised persons. Members of the public were entitled to expect that money requested by a solicitor for legal work or court fees was genuinely required for that purpose and would be properly recorded and accounted for. In Client A's case, Mr England obtained £250 as purported court fees when no genuine court or professional fees had been incurred, and no payment was recorded in the client account. In Client B's case, he received the five cash payments for purported legal work, despite the absence of a matter file, any record of the funds or any record of work undertaken. In Client C's case, he took £100 without a file or payment record and represented that her divorce was progressing when it was not. Such conduct was incompatible with the transparency, accountability, and professionalism the public was entitled to expect, and failed to uphold trust in the profession and in legal services provided by authorised persons. Accordingly, the Tribunal found a breach of Principle 2 proved in respect of each of allegations 1.1, 1.2 and 1.3.

25.41 The Tribunal found that Mr England had failed to adhere to the ethical standards of his profession. His position of trust required him to seek payments only on a legitimate professional basis and to handle and account for client funds through the Firm's proper procedures. His receipt of money from Clients A and B on the false basis that it was required for court or professional fees or for work undertaken by Firm 1, without receipts or proper accounting, fell below those standards. His handling of Client C's £100, together with his failure adequately to progress her instructions and his false assurances that her matter was progressing, likewise demonstrated a lack of integrity. These were not merely shortcomings in administration: they involved misleading clients about the basis on which money was sought or the work being undertaken for them. Accordingly, the Tribunal found that Mr England's conduct lacked integrity in breach of Principle 5 in respect of each of allegations 1.1, 1.2 and 1.3.

Dishonesty

25.42 The Tribunal applied the two-stage test in *Ivey* set out above. As to Mr England's actual knowledge or belief, the Tribunal was satisfied that Mr England knew the true position in each matter. In Client A's case, he knew that the £250 was not required for the court fee he had described: there was no evidence of any genuine fee incurred, or work undertaken during the relevant period, and he had neither issued a receipt nor accounted for the payment. His initial denial of taking cash, followed by his admission of receiving a lesser amount, reinforced the Tribunal's conclusion that this was not an innocent misunderstanding. In Client B's case, Mr England knew that the cash he repeatedly sought and received was not payment for work carried out through Firm 1. No matter file had been opened, no funds were recorded and no work was recorded. His assertion that he was acting pro bono was rejected as incompatible with the payments which the Tribunal found he had received. In Client C's case, Mr England knew that he had

received £100, that no file had been opened and that her divorce was not progressing. His assurances, including *"yes, all good"* in response to her enquiry about documents being sent to court, conveyed a position which he knew was untrue.

25.43 The Tribunal considered Mr England's statement that he could not now reliably recall the events and did not treat his inability to provide a detailed response as an admission. Its conclusions as to his knowledge were drawn from the accepted client evidence, the contemporaneous communications, the Firm's records, and the explanations he had given during its investigation. Applying the objective standards of ordinary decent people to the state of knowledge it had established, the Tribunal found that obtaining money from Clients A and B on the false bases described and taking Client C's money while knowingly creating and maintaining a false impression of progress, was dishonest. The Tribunal found that ordinary and decent people would regard such conduct as dishonest. Accordingly, the Tribunal found that Mr England's conduct was dishonest in breach of Principle 4 in respect of each of allegations 1.1, 1.2 and 1.3. It followed that Mr England had also misled or attempted to mislead each of Clients A, B and C in breach of Paragraph 1.4 of the Code.

25.44 The Tribunal found that the cash paid by each client had been entrusted to Mr England in connection with that client's legal instructions. He failed to safeguard it. No receipts were issued and the payments were not recorded or accounted for within Firm 1's systems. In Client A's case, the £250 payment was not recorded in the client account; in the cases of Clients B and C, there was neither a matter file nor any record of the cash received. By accepting and handling the money outside the Firm's proper accounting arrangements, Mr England deprived the Firm of the documentation and oversight necessary to safeguard them. Accordingly, the Tribunal found a breach of paragraph 4.2 proved in respect of each of allegations 1.1, 1.2 and 1.3.

25.45 The Tribunal found that Mr England had personally held the money received from Clients A, B and C outside Firm 1's client account and proper procedures. The payments were made directly to him in cash, were not receipted and were not recorded as received by the Firm. His subsequent production of £120 during the investigation into Client A's matter did not alter the Tribunal's finding that he had received £250 and had personally held client money outside the permitted arrangements. The five payments from Client B and the £100 from Client C were likewise received and retained outside the Firm's accounting systems. The Tribunal found that those circumstances were not permitted under paragraph 4.3. Accordingly, the Tribunal found that Mr England's conduct breached paragraph 4.3 of the Code in respect of each of allegations 1.1, 1.2 and 1.3.

25.46 The Tribunal found that Mr England had failed to ensure that the money received from each client was paid promptly into Firm 1's client account. The absence of any record of the payments, together with the circumstances in which they were received and held, established that the funds had not been dealt with through the designated client account as required. In Client A's case, Mr England's own explanation that he had forgotten to pay in the £120 he later produced was consistent with a failure to account promptly, although the Tribunal found that the sum actually received was £250. There was no evidence of any agreement with Clients A, B or C for alternative treatment of their funds. Accordingly, the Tribunal found a breach of paragraph 2.3 of the Accounts Rules proved in respect of each of allegations 1.1, 1.2 and 1.3.

25.47 Accordingly, the Tribunal found allegations 1.1, 1.2 and 1.3 proved in their entirety.

26 **Allegation 4 - The Respondent failed to comply with the SRA's investigation in that he failed to comply with a Production Notice dated 21 March 2023. In doing so he breached any or all of principles 2 and 5 of the Principles and paragraphs 7.3 and 7.4 of the Code for Solicitors.**

The Applicant's Case

26.1 Ms Hughes submitted that on 21 March 2023 the SRA sent Mr England a Production Notice issued under Section 44B of the Solicitors Act 1974. The Production Notice requested various materials including client matter materials, as well as representations from Mr England in response to several queries central to the SRA's investigation. The Production Notice outlined that a response was required to the SRA by 20 April 2023. The Production Notice was also sent via post on 6 April 2023.

26.2 The SRA did not receive a response from Mr England before the deadline of 20 April 2023.

26.3 By 20 December 2023, Mr England was still yet to comply with the SRA's Production Notice, so the SRA emailed him to notify that enforcement action would be taken if a response was not received by 16 January 2024. No response was received by that date or at all. Further, Mr England had provided no explanation for his failure to comply with the production notice.

26.4 Ms Hughes submitted that members of the public would expect a solicitor to cooperate fully with their professional regulator and act in a transparent and cooperative manner. By failing to respond to the Production Notice, and by providing no explanation for his non-compliance, Mr England impeded the SRA's ability to carry out its investigation into serious allegations of misconduct made against him. He therefore acted in a manner that failed to uphold the trust placed in the profession and the provision of legal services by authorised persons in breach of Principle 2.

26.5 Not only did Mr England fail to respond to the Production Notice, he provided no explanation for his non-compliance. As an experienced solicitor, Mr England was aware of his obligations to cooperate with the SRA's investigation. By refusing or failing to engage with his own professional regulator during a serious investigation into his conduct, Mr England's conduct, it was submitted, demonstrated a failure to act in accordance with the ethical standards expected of a solicitor in breach of Principle 5

26.6 By failing to respond to the Production Notice the Respondent did not cooperate with the SRA in its role overseeing and investigating concerns regarding the Respondent's conduct and legal services conducted by him. This conduct is contrary to paragraph 7.3 of the Code for Solicitors, which requires solicitors to cooperate with the SRA and other regulatory bodies. By refusing or failing to engage, the Respondent impeded the SRA's ability to carry out its regulatory functions and failed to meet the standards of professional accountability expected of a solicitor. The Respondent therefore acted in breach of paragraph 7.3 of the Code.

26.7 Further, as an experienced solicitor, Mr England was aware of his obligations to cooperate with the SRA's investigation. By failing to respond to the Production Notice by the deadline, and by providing no explanation for his non-compliance, Mr England did not respond promptly to the SRA or provide the information and documents requested. He also failed to ensure that relevant information within his control was made available. Such conduct, it was submitted, breached paragraph 7.4 of the Code.

The Respondent's Case

26.8 Mr England made no discernible reference to this allegation in his statement.

The Tribunal's Findings – Allegation 1.4

26.9 The Tribunal was satisfied that Mr England had failed to respond to the Production notice which asked a number of questions in relation to his conduct of a matter. That failure was enduring despite a number of extensions to the deadline by which his response was required.

26.10 The Tribunal found that Mr England's sustained failure to respond to the Production Notice, despite further opportunities to comply and a warning of enforcement action, amounted to a failure to cooperate with the SRA's investigation and to provide promptly the information and documents requested. He supplied neither the requested response nor any explanation for his non-compliance. This prevented the SRA from obtaining the material sought for its investigation and was inconsistent with the professional accountability required of a solicitor. Accordingly, the Tribunal found breaches of paragraphs 7.3 and 7.4 of the Code proved.

26.11 The Tribunal further found that such enduring non-cooperation failed to uphold public trust and confidence in the solicitors' profession and in legal services provided by authorised persons. The public was entitled to expect a solicitor to cooperate with the professional regulator investigating serious concerns about his conduct; Mr England's unexplained failure to do so impeded that investigation. His conduct therefore breached Principle 2. As an experienced solicitor, Mr England was aware of his obligation to engage with the SRA. His continued failure to comply, notwithstanding the extended opportunities afforded to him, was not an isolated delay but a sustained disregard of his regulatory obligations. The Tribunal found that this fell below the ethical standards expected of a solicitor, such that it lacked integrity in breach of Principle 5. Accordingly, the Tribunal found allegation 4 proved in its entirety.

Previous Disciplinary Matters

27. None

Mitigation

28. In his witness statement, Mr England explained that throughout his career, he considered himself to have acted honestly and to have taken his responsibilities seriously. He took great pride in being a solicitor and in the work, he had undertaken for clients. He wished to make clear that he had not practised as a solicitor since 2023

and was not seeking to continue practising as a solicitor; he did not intend to return to the profession.

Sanction

29. The Tribunal had regard to the Guidance Note on Sanctions (11th Edition – February 2025). The Tribunal's overriding objective, when considering sanction, was the need to maintain public confidence in the integrity of the profession. In determining sanction, it was the Tribunal's role to assess the seriousness of the proven misconduct and to impose a sanction that was fair and proportionate in all the circumstances.

30. The Tribunal assessed Mr England's culpability as high. He was motivated by personal financial gain, and his actions were deliberate and planned: he arranged meetings with clients and told them in advance what sums to bring. He used his position as their solicitor to obtain cash on the false basis that it was required for court fees or professional work, or to progress their instructions, and held that money outside the Firm's proper accounting arrangements. In doing so, he abused the trust his clients placed in him and disregarded the sacrosanct nature of client money. He was wholly and solely responsible for the misconduct and had direct control over the circumstances giving rise to it. He was an experienced solicitor, having been admitted to the Roll in 2010, and knew the standards required of him.

31. Mr England caused financial harm to his clients and deprived them of the service they believed they were receiving. Clients A and B paid money on false representations about court fees or work undertaken through Firm 1. Client C paid a deposit, but her instructions were not adequately progressed, and she was repeatedly led to believe that her divorce proceedings were progressing when they were not. These were clients seeking assistance with personal matters who were entitled to rely on their solicitor's honesty. He also caused harm to Firm 1, which was responsible for recompensing the clients. Such harm was wholly foreseeable. His conduct caused significant harm to the reputation of the profession. The Tribunal had regard to the observation of Coulson J in *Solicitors Regulation Authority v Sharma* [2010] EWHC 2022 Admin:

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

32. The seriousness of the misconduct was aggravated by its deliberate, calculated, and repeated nature. It extended over a number of months, from September 2022 to May 2023, and concerned three separate clients. It was not a single lapse of judgment or an isolated accounting failure. The absence of receipts and proper records, the false explanations for the payments which were also withheld from the Firm, and the misleading assurances about progress formed part of the conduct which the Tribunal had found dishonest. Mr England's changing account of Client A's payment and his rejected assertion that he acted pro bono for Client B further demonstrated that the misconduct could not be explained as an innocent misunderstanding. The Tribunal also took account of the separate, sustained failure to comply with the SRA's Production Notice. That failure impeded scrutiny of his conduct and demonstrated a disregard of his professional obligations additional to the misconduct towards his clients. He knew

that his conduct materially breached his obligations to protect the public and maintain confidence in the profession.

33. The Tribunal took into account Mr England's absence of previous disciplinary matters and the mitigation in his witness statement. It noted his stated pride in his profession, his account that he had taken his responsibilities seriously, and his confirmation that he had not practised since 2023 and did not intend to return. Those matters did not diminish the deliberate dishonesty proved in these proceedings. His general assertion that he had acted honestly throughout his career did not address the particular misconduct or demonstrate insight into its impact on the clients. The Tribunal did not treat his inability to recall events, his failure to admit the allegations or his absence from the hearing as aggravating factors. Nevertheless, the material before it did not demonstrate remediation or provide a sufficient basis for concluding that the risks disclosed by the repeated misconduct had been addressed. His stated intention not to practise again did not remove the need for a sanction protecting the public and maintaining confidence in the profession.

34. The Tribunal considered whether a lesser sanction could meet the seriousness of the proven misconduct. No order, a reprimand or a financial penalty would be insufficient to reflect repeated dishonesty towards clients and the abuse of their trust. Restrictions on practice would not adequately address conduct involving fundamental failures of honesty and integrity, rather than a deficiency in competence capable of being managed by conditions. Suspension would likewise be insufficient to maintain public confidence in the face of deliberate dishonesty involving three clients over a sustained period, coupled with the failure to cooperate with the regulator. The Tribunal recognised that striking off was a severe sanction, but its purpose was not simply to punish Mr England: it was to protect the public and maintain the integrity and reputation of the profession. It had regard to the established approach that striking off would almost invariably be appropriate for proven dishonesty unless exceptional circumstances justified a different outcome. In *Bolton v Law Society* [1994] 2 All ER 486, Sir Thomas Bingham stated:

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

35. The Tribunal considered the circumstances of the misconduct and the mitigation cumulatively. It found no exceptional circumstances sufficient to bring Mr England's case within the residual category referred to in *Sharma*. The dishonesty was planned, repeated, and directed towards obtaining money from clients or maintaining a false impression about the work being done for them. Neither the absence of previous disciplinary matters nor his stated intention to leave the profession outweighed the need to protect the public and preserve confidence that solicitors could be trusted with their money and affairs. Taking the proven misconduct as a whole, including the sustained non-cooperation with the SRA, the Tribunal concluded that no lesser sanction would adequately meet those objectives. The only appropriate and proportionate sanction was therefore to strike Mr England off the Roll of Solicitors.

Costs

36. Ms Hughes applied for costs in the sum of £39,592.51. This sum reflected a reduction taking into account the shortened hearing time, the matter concluding in one day with the original listing being for three days.

37. It was submitted that the proceedings concerned matters of the utmost seriousness, reflected in the Tribunal's three findings of dishonesty and four findings of lack of integrity. The investigation of such serious professional misconduct was necessary to uphold professional standards and maintain public confidence in the regulation of the profession. The costs had been properly incurred as a direct consequence of Mr England's serious misconduct.

38. Ms Hughes explained that she had been involved for some time on various bases and had worked on the case prior to issue. In response to the question whether that work concerned matters which remained before the Tribunal or matters which had not proceeded, she declined to elaborate without instructions about what could properly be disclosed, given the risk of revealing privileged communications.

39. Ms Hughes recognised that the Tribunal might consider a reduction in respect of the withdrawn allegations. Any reduction for the withdrawal of allegation 2 was resisted as its withdrawal resulted from unforeseen circumstances which were not in any way the SRA's fault. In respect of allegation 3, it was submitted that, if the Tribunal was minded to make a reduction, a sum equivalent to one sixth of the total was appropriate, it being one of the six allegations made.

40. As to the Part B costs and the Tribunal's questions about the approximately 89 hours claimed, Ms Hughes explained that these covered both pre-issue and post-issue work. The case had been complicated as a result of Mr England's misconduct, and the work had been fairly and properly incurred in addressing witness issues, legal professional privilege issues, and other matters. She submitted that it was appropriate for a responsible regulator to keep a case under review, particularly when new solicitors were instructed.

41. Further, a substantial amount of work had been undertaken pre-issue to bring the matter to the point of referral. She did not consider it appropriate to give further detail which might disclose privileged information. Ms Hughes maintained that the costs had been properly incurred in investigating and bringing proceedings for very serious misconduct and invited the Tribunal to make a costs order accordingly.

42. In assessing the application for costs, the Tribunal applied the provisions of Rule 43(4) of the SDPR. It agreed that a reduction of one sixth was appropriate to reflect the withdrawal of allegation 3. The Tribunal did not agree that there should be no reduction for the withdrawal of allegation 2. Whilst it was not the fault of the SRA, that did not mean that Mr England should bear the cost of the Applicant bringing and then withdrawing the allegation.

43. Whilst the Tribunal considered Ms Hughes's hourly rate to be reasonable, it could not, without further explanation, be satisfied that the time spent was proportionate. This was not a case of great complexity, nor did it involve a significant volume of documentary

evidence. The Tribunal noted that the significant majority of Ms Hughes's claimed time related to pre-issue work: 78 hours 30 minutes of the total of 89 hours 7 minutes. The explanation provided did not sufficiently demonstrate why that amount of time was proportionate to the nature and demands of the case.

44. Taking account of the nature of the proceedings, the work reasonably required and the reduction in respect of allegations 2 and 3, the Tribunal assessed reasonable and proportionate costs in the sum of £20,000.

45. The Tribunal then considered whether any further reduction was appropriate having regard to Mr England's means. Mr England stated that he had lost his home, depleted his savings, had no assets, and had substantial debts. However, he had provided no evidence of his financial position, notwithstanding the Tribunal's direction that, if he wished his means to be taken into account, he was required to file a statement of means supported by documentary evidence. In the absence of that evidence, the Tribunal was unable to assess his financial position and did not consider any further reduction appropriate. Accordingly, the Tribunal ordered Mr England to pay the Applicant's costs in the sum of £20,000.

Statement of Full Order

46. The Tribunal ORDERED that the Respondent, JAMES ALEXANDER DAVID ENGLAND, SRA ID number 446655, 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 £20,000.00.

Dated this 18th day of November 2026
On behalf of The Tribunal

M N Millin

M N Millin
Chair