SOLICITORS DISCIPLINARY TRIBUNAL

IN THE MATTER OF THE SOLICITORS ACT 1974 Case No. 12922-2026

BETWEEN:

SOLICITORS REGULATION AUTHORITY LTD

Applicant

and

JOHN WILLIAM CRUICKSHANK Respondent

Before:

Ms A Kellett (in the chair)
Miss O Davies
Ms J Rowe

Date of Hearing: 20 August 2026

Appearances

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

JUDGMENT ON AN AGREED OUTCOME

Allegations

The allegations against the Respondent, John William Cruickshank, made by the SRA were that, while in practice as a Solicitor at Geoffrey Hill & Co ("the Firm"):

1. Between 1 February 2022 and 14 October 2024, he failed to ensure that the Firm's books of account were maintained in compliance with the SRA Accounts Rules, in that he:

1.1. Failed to maintain proper and compliant books of account and thereby breached any or all of Principles 2, 5 and 7 of the SRA Principles and Rule 8.1 of the SRA Accounts Rules.

1.2. Failed to carry out regular and compliant client account reconciliations and thereby breached any or all of Principles 2 and 7 of the SRA Principles and Rule 8.3 of the SRA Accounts Rules and Paragraph 4.2 of the SRA Code of Conduct for Solicitors, RELs and RFLs ("the Code of Conduct").

1.3. Failed to maintain accurate client ledgers and a client balance listing and thereby breached any or all of Principles 5 and 7 of the SRA Principles and Rule 8.1 of the SRA Accounts Rules and Paragraph 4.2 of the Code of Conduct.

1.4. Failed to safeguard client money and thereby breached any or all of Principles 2 and 7 of the SRA Principles and Rule 8.1 of the SRA Accounts Rules and Paragraph 4.2 of the Code of Conduct.

1.5. Failed to ensure accountants' reports were prepared and delivered and thereby breached any or all of Principles 2 and 5 of the SRA Principles and Rule 12.1 of the SRA Accounts Rules.

2. Between 1 February 2022 and 14 October 2024, he continued to operate a client account while knowing that the Firm's books of accounts were unreliable and thereby breached any or all of Principles 2, 5 and 7 of the SRA Principles.

Recklessness

3. In addition, allegation 2 above 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 allegation.

Admissions

4. The Respondent admitted the allegations in full, including lack of integrity and recklessness, and all associated breaches of the Principles, the SRA Accounts Rules, and the Code of Conduct.

Documents

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

- Rule 12 Statement and Exhibit MH1 dated 11 March 2026
- Statement of Agreed Facts and Outcome signed by the parties dated 14 August 2026
- Applicant's Statement of Costs dated 18 August 2026

Background

6. The Respondent was admitted as a solicitor no later than 1 September 1970. He practised for over 50 years, and from April 2002 until the SRA's intervention into his practice, he was a recognised sole practitioner at the Firm. The Respondent also held the roles of Compliance Officer for Legal Practice ("COLP") and Compliance Officer for Finance and Administration ("COFA") at the Firm.

7. Following regulatory intervention into the Respondent's practice in October 2024, the Respondent's practising certificate was suspended, and he did not hold a practising certificate at the date of consideration of the agreed outcome.

8. Following an anonymous report received by the SRA in August 2023 concerning the condition of the Firm's accounting records, a forensic investigation was commenced, and a Forensic Investigation Officer ("FIO") attended the Firm in February 2024 and concluded, in a Report dated 18 September 2024, that the Firm's books of account could not be relied upon to determine whether sufficient client money was held by the Firm. The Firm's accounting records had not been maintained in a compliant, accurate or up-to-date manner. The investigation found that no compliant three-way client account reconciliations had been undertaken since January 2022, client ledgers were handwritten, incomplete and materially out of date, no accurate list of client balances and liabilities was maintained, and accountants' reports had not been obtained since the accounting period ending March 2021.

9. The FIO's review of the Firm's records identified an initial discrepancy of £743,372.59 between stated client liabilities and funds held in client account as at 31 March 2024. Following further analysis, this was reduced to an unresolved difference of £591,385.40. Owing to the condition of the records, the FIO was unable to determine whether this represented a bookkeeping discrepancy arising from defective records or an actual shortage on client account.

10. During meetings with the FIO in February, April and May 2024, the Respondent confirmed that he was responsible for maintaining the firm's books of account and acknowledged that the books had not been brought up to date and that reconciliations had not been undertaken. In representations made in October 2024, the Respondent attributed the situation to a period of ill-health, acknowledged that his records had fallen out of date, accepted that client ledgers had not been updated for a period exceeding two years, and apologised for breaching the SRA Accounts Rules.

11. The Respondent instructed Magma Audit LLP to assist in bringing the books up to date and preparing outstanding accountants' reports. However, Magma advised that the books had not been updated for several years and later reported that the task of reconstructing the records was almost impossible. Magma stated that there were

numerous anticipated breaches, that client ledgers contained many inaccuracies, and that the firm's financial records were beyond practical remedy.

12. On 14 October 2024, the SRA intervened into the practice. The intervention agents, Gordons LLP, subsequently confirmed that the last client account reconciliation had been completed in January 2022, that there was no client balance listing, and that the client ledgers were handwritten, inaccurate and out of date. At the point of intervention, £935,104.17 was recovered from the client account. By March 2025, the SRA Compensation Fund had received 31 claims relating to the firm, including claims that had been paid and claims that remained under consideration.

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

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

Findings of Fact and Law

14. 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.

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

16. The Tribunal considered the Guidance Note on Sanction (11th edition). The Tribunal's principal objective when considering sanction, as set out in Fuglers and Others v SRA [2014] EWHC 179, was the need to maintain public confidence in the integrity of the profession. In doing so the Tribunal assessed the seriousness of the admitted allegations, the culpability and harm identified together with the aggravating and mitigating factors that existed.

17. The Tribunal determined that the Respondent's behaviour was serious and would be categorised as professional misconduct by competent and reputable solicitors, as defined in paragraph 120 of Dentons UK and Middle East LLP V SRA Ltd [2026] EWCA Civ 508. The prolonged nature of the failures for over two years and the scale of the identified unexplained difference, namely £591,385.40 remaining after correcting for the estate overstatement, was material. The impact on the profession was substantial and costly. As of March 2025, the SRA Compensation Fund had received 31 claims in relation to the Firm, some paid, some pending and some closed, totalling a likely payment out of over £400,000.

18. The Respondent caused harm by failing in his duty to safeguard money and assets entrusted to him by clients. In so doing he breached the SRA Accounts Rules and failed to act in a way that upheld public trust and confidence. He failed to act with integrity in accordance with matters set out at paragraphs 97 to 107 of Wingate v SRA [2018]

EWCA Civ 366, He also acted recklessly by creating unnecessary risk for his clients and their funds, and his behaviour met the threshold defined in paragraph 78 of Brett v SRA [2014] EWHC 1974.

19. The Tribunal determined that the Respondent was culpable for his own actions by failing to seek help when it was clearly necessary. He had additional responsibilities because he was an experienced solicitor and the sole manager, the COLP and the COFA of the Firm. In mitigation, the Tribunal noted the Respondent's age and that the SRA had recognised that the Respondent had suffered ill-health during the relevant period.

20. The Tribunal also noted that the Respondent had no previous disciplinary findings against him and had had a long and unblemished career.

21. The Tribunal next considered the purpose for which sanctions are imposed, noting that an important purpose of a sanction is to maintain the reputation of the solicitors' profession (Bolton v The Law Society [1994] 1 WLR 512). The damage to the reputation of the profession by the Respondent's misconduct was significant as the public would trust a solicitor to keep client monies safe and in accordance with the rules of the profession.

22. The Tribunal determined that the proposed sanction of nine months' suspension together with conditions being imposed for a further twelve months was reasonable and appropriate and in the interests of justice.

Costs

23. The parties agreed that the Respondent should pay costs in the sum of £7,726.50. The Tribunal determined that the agreed sum was reasonable and appropriate. Accordingly, the Tribunal ordered that the Respondent pay costs in the agreed sum.

Statement of Full Order

24. The Tribunal ORDERED that the Respondent, **JOHN WILLIAM CRUICKSHANK,** solicitor, be suspended from practice for the period of 9 months to commence on 20 August 2026 and it further ORDERED that he pay the costs of and incidental to this application and enquiry fixed in the sum of £7,726.50.

24.1 Upon the expiry of the fixed term of suspension referred to above, the Respondent shall be subject to conditions imposed by the Tribunal for the period of 12 months as follows:

24.1.1 The Respondent may not:

24.1.2 Practise as a sole practitioner or sole manager or sole owner of an authorised or recognised body.

24.1.3 Be a partner or member of a Limited Liability Partnership (LLP), Legal Disciplinary Practice (LDP) of Alternative Business Structure (ABS) or other authorised or recognised body.

24.1.4 Be a Compliance Officer for Legal Practice or a Compliance Officer for Finance and Administration.

24.1.5 Hold client money.

24.1.6 Be a signatory to any client account.

Dated this 27th day of August 2026
On behalf of the Tribunal

A Kellett

A Kellett
Chair

Case No: 12922-2026

BEFORE THE SOLICITORS DISCIPLINARY TRIBUNAL

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

BETWEEN:

SOLICITORS REGULATION AUTHORITY

Applicant

-v-

JOHN WILLIAM CRUICKSHANK

Respondent

STATEMENT OF AGREED FACTS AND OUTCOME

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1. By its application dated 20 March 2025, and the statement made pursuant to Rule 12(2) of the Solicitors (Disciplinary Proceedings) Rules 2019 ("the Rule 12 statement") which accompanied that application, the Solicitors Regulation Authority Ltd ("the SRA") brought proceedings before the Solicitors Disciplinary Tribunal making allegations of misconduct against the Respondent.

The allegations

2. The allegations against the Respondent made by the SRA within the Rule 12 statement are that, while in practice as a Solicitor at Geoffrey Hill & Co ("the Firm"): -

   2.1. *"Between 1 February 2022 and 14 October 2024, he failed to ensure that the Firm's books of account were maintained in compliance with the SRA Accounts Rules , in that he:*

2.1.1. Failed to maintain proper and compliant books of account and thereby breached any or all of Principles 2, 5 and 7 of the SRA Principles and Rule 8.1 of the SRA Accounts Rules;

2.1.2. Failed to carry out regular and compliant client account reconciliations and thereby breached any or all of Principles 2 and 7 of the SRA Principles and Rule 8.3 of the SRA Accounts Rules and Paragraph 4.2 of the SRA Code of Conduct for Solicitors, RELs and RFLs ("the Code of Conduct");

2.1.3. Failed to maintain accurate client ledgers and a client balance listing and thereby breached any or all of Principles 5 and 7 of the SRA Principles and Rule 8.1 of the SRA Accounts Rules and Paragraph 4.2 of the Code of Conduct;

2.1.4. Failed to safeguard client money and thereby breached any or all of Principles 2 and 7 of the SRA Principles and Rule 8.1 of the SRA Accounts Rules and Paragraph 4.2 of the Code of Conduct;

2.1.5. Failed to ensure accountants' reports were prepared and delivered and thereby breached any or all of Principles 2 and 5 of the SRA Principles and Rule 12.1 of the SRA Accounts Rules.

2.2. *Between 1 February 2022 and 14 October 2024, he continued to operate a client account while knowing that the Firm's books of accounts were unreliable and thereby breached any or all of Principles 2, 5 and 7 of the SRA Principles.*

2.3. *Recklessness*

2.3.1. In addition, allegation 2[1] above 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

[1] 2.2 for purposes of this Agreed Outcome

proving the allegation. For further particulars of recklessness, please see paragraphs 42 to 44 below."

Admissions

3. The Respondent admits the allegations above.

Professional Details

4. The Respondent, born on November 1946, is a solicitor who was admitted to the Roll on or before 1 September 1970[2]. At the time of these Allegations the Respondent was working at the Firm where he held roles of Compliance Officer for Legal Practice ("COLP") and Compliance Officer for Finance and Administration ("COFA"), until the Applicant intervened into the Firm in October 2024.

5. Following the intervention the Respondent's practising certificate was suspended, and he no longer holds a practising certificate.

Agreed Facts

6. On 10 August 2023, the SRA received an anonymous report regarding the condition of the Firm's books of account. A forensic investigation was commissioned. The matter was allocated to the forensic investigation officer ("FIO"). The FIO served notice on the Firm and first attended the Firm's office on 5 February 2024.

7. The FIO produced a forensic investigation report dated 18 September 2024 ("the FIR").

8. The overall position identified by the FIO was that the Firm's accounting records were not maintained in a compliant, accurate and up to date manner, such that the FIO was unable

[2] This is the date that the Applicant's case management system shows as the Respondent being admitted, however this is a default date offered by reason of the Respondent's admission being before digital data capture.

to determine whether the Firm held sufficient client money to meet its liabilities to clients as at the extraction date used.

9. In broad terms, the matters identified in the FIO included:

    9.1. No compliant three-way client account reconciliations had been carried out since January 2022;

    9.2. Client ledgers were handwritten, incomplete and materially out of date;

    9.3. An accurate list of client balances and liabilities was not maintained;

    9.4. Accountants' reports were outstanding for accounting periods from 2021/2022 onwards, with the last accountants' report having been prepared for the year ending March 2021;

    9.5. The Firm's books of account could not be relied upon to determine whether sufficient client money was held by the Firm.

10. The FIO undertook a comparison between the Respondent's stated client liabilities and the monies held in the Firm's client account as of 31 March 2024. That exercise initially identified a discrepancy of £743,372.59.

11. Further analysis identified that £151,987.19 of that sum related to an overstatement in one estate matter. After adjustment, an unresolved difference of £591,385.40 remained.

12. As at the date of the FIR, due to the condition of the Firm's records, the FIO had not been able to identify whether the remaining £591,385.40 was a "book difference" (i.e. arising from defective records) or represented a possible shortage on client account.

13. In a meeting on 5 February 2024 the Respondent told the FIO, in summary:

    13.1. He operated a manual bookkeeping system.

    13.2. He was responsible for day-to-day maintenance of the books of account.

13.3. He had overall responsibility for the books of account.

13.4. He was not completing his books of account due to his ill-health.

13.5. Client ledgers were being updated daily and remained reliable.

14. During further discussions between the FIO and the Respondent on 11 April 2024, the Respondent confirmed, in summary:

14.1. The books of account still had not been brought up to date.

14.2. Client account reconciliations had not been prepared.

14.3. He remained unable to produce a full list of client balances but stated he would revert with balances as at 31 March 2024.

15. On 9 May 2024, the Respondent confirmed to the FIO, in summary:

15.1. The Firm's books were still not up to date and three-way reconciliations had not been prepared.

15.2. He acknowledged the severity of the breach and said he was "ashamed" that he was now in this position.

15.3. He accepted that client ledgers were not, in fact, being updated daily and had not been maintained for some time.

16. On 4 October 2024, in response to the notice recommending intervention into his practice, the Respondent made the following representations:

16.1. *"… I recognise that due to ill health for a period of time I have let my records get out of line. In hindsight it is clear that I should've sought assistance…"*

16.2. *"I do concede that my client ledgers were not updated for a period of time which has led to a difference between the balances recorded on them and the client bank account balance. This has remained unreconciled for more than two years now"*

16.3. *"I am sorry that I have breached the SRA Account Rules 2019. It was a particularly difficult period for me."*

17. The Respondent instructed Magma Audit LLP ("Magma") to bring the Firm's books up to date and to produce outstanding accountants' reports.

18. The Respondent gave consent for the FIO to speak with Magma. The FIO spoke with a representative of Magma on 6 June 2024. The accountant confirmed, in summary, that the books had not been updated for *"a couple of years"* and that Magma had been reminding the Firm that the accounts were outstanding.

19. On 31 July 2024, Magma confirmed by email to the FIO, in summary:

    19.1. The task of updating the books was "*almost impossible*".

    19.2. There were expected to be material breaches, so numerous that a "*blanket report*" would be needed.

    19.3. The Respondent had not maintained client ledgers properly for a long time; there were many incorrect balances; and, by his own admission, he had been responding to client requests for money by paying what they asked for without an accurate way to check due to unreliable records.

    19.4. they were unable to update the Firm's books or produce accountants' reports because the Firm's financial records were beyond remedy and the task was not economically feasible.

20. On 14 October 2024, an SRA Adjudication Panel decided to intervene into the Respondent's practice on the basis of, among other things, failures to comply with the SRA Accounts Rules and relevant Codes.

21. Gordons LLP were appointed as intervention agents. On 30 October 2024, Gordons LLP provided a 10-day assessment which confirmed, in summary:

21.1. The Firm's last client account reconciliation was at the end of January 2022, over 2.5 years before the intervention.

21.2. There was no client balance listing.

21.3. The client account ledgers were handwritten and not up to date and inaccurate.

22. Given the state of the accounts, the Applicant took the position that distribution of the statutory trust ought to have been claims-led, firstly by way of claim against the Compensation Fund and subsequently subrogation from the statutory trust.

23. The SRA statutory trust confirmed that, at the time of intervention into the Firm, £935,104.17 was recovered from the Firm's client account.

Non-Agreed Mitigation

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

XZ7

Penalty proposed

25. Having considered the Solicitors Disciplinary Tribunal's Guidance Note on Sanctions (11th Edition), the Applicant contends, and the Respondent accepts, that in light of the seriousness of the allegation against him, including allegations where the Respondent's conduct lacked integrity, the proper penalty in this case is that the Respondent is suspended for a period of nine months.

26. Upon the expiry of the fixed term of suspension referred to above, the Respondent shall be subject to conditions imposed by the Tribunal for the period of twelve months as follows:

26.1. The Respondent may not:

26.1.1. Practise as a sole practitioner or sole manager or sole owner of an authorised or recognised body;

26.1.2. Be a partner or member of a Limited Liability Partnership (LLP), Legal Disciplinary Practice (LDP) or Alternative Business Structure (ABS) or other authorised or recognised body;

26.1.3. Be a Compliance Officer for Legal Practice or a Compliance Officer for Finance and Administration;

26.1.4. Hold client money;

26.1.5. Be a signatory to any client account.

27. With respect to costs, it is further agreed that John William Cruickshank should pay the SRA's costs of this matter agreed in the sum of £7726.50.

Dated this 14 day of august 2026

Shubhaa Krishnan

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Shubhaa Krishnan

Head – Investigation, Enforcement and Litigation

On behalf of the SRA

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John William Cruickshank

Respondent