

**THE SOLICITORS (SCOTLAND) ACT 1980
THE SCOTTISH SOLICITORS' DISCIPLINE TRIBUNAL**

FINDINGS

in Complaint

by

**THE COUNCIL OF THE LAW
SOCIETY of SCOTLAND, 26
Drumsheugh Gardens, Edinburgh**

against

**SHAHID SATTAR PERVEZ,
Solicitor of the former firm of
Belton Pervez, 430 Victoria Road,
Glasgow and now residing at 8
Langhaul Place, Crookston,
Glasgow**

1. A Complaint dated 30 May 2008 was lodged with the Scottish Solicitors' Discipline Tribunal by the Council of the Law Society (hereinafter referred to as "the Complainers") requesting that, Shahid Sattar Pervez, Solicitor of the former firm of Belton Pervez, 430 Victoria Road, Glasgow and now residing at 8 Langhaul Place, Crookston, Glasgow (hereinafter referred to as "the Respondent") be required to answer the allegations contained in the statement of facts which accompanied the Complaint and that the Tribunal should issue such order in the matter as it thinks right.
2. The Tribunal caused a copy of the Complaint as lodged to be served upon the Respondent. No answers were lodged for the Respondent.
3. In terms of its Rules the Tribunal appointed the Complaint to be heard on 24 September 2008 and notice thereof was duly served on the Respondent.

4. The hearing took place on 24 September 2008. The Complainers were represented by their Fiscal, Elaine Motion, Solicitor-Advocate, Edinburgh. The Respondent was not present or represented.
5. After hearing evidence from the Clerk with regard to service of the Complaint and the Notice of Hearing, the Tribunal resolved to proceed in the Respondent's absence.
6. Ms Motion asked to proceed by way of Affidavit evidence in terms of Rule 9 of the Tribunal Rules. This was agreed.
7. Having heard submissions from the Complainers and having noted the Affidavit evidence and productions lodged, the Tribunal found the following facts established

7.1 The Respondent was born on 3 June 1968. He was admitted as a solicitor on 12 December 1997. He was enrolled as a solicitor in the Register of Solicitors of Scotland on 15 December 1997. After his admission he was employed by Robert Thomas & Caplan solicitors, Glasgow until 16 March 2001 and on 9 April 2001 became a partner in the firm of Belton Pervez, 430 Victoria Road, Glasgow. He ceased to be a partner in Belton Pervez on 31 October 2005. He then resided care of HM Prison Castle Huntly Open Estate, Longforgan, Dundee and now resides at 8 Langhaul Place, Crookston, Glasgow. On 2 September 2006 the Respondent's name was removed from the Roll due to non payment of his practising certificate fees.

Company 1

7.2 The Respondent was instructed by a Mr A in relation to the purchase of four properties Property 1; Property 2; Property 3 and Property 4.

7.3 On 15 December 2004, in terms of an Interlocutor from the Court of Session Morna Grandison was appointed as Judicial Factor ad interim of Mr A. By fax of 1 March 2005, the Respondent was advised of said appointment and provided with the interlocutor of 15 December 2004.

7.4 Company 1 issued loan instructions in relation to all four properties to the Respondent, the respective dates of which are detailed below.

Property 1

7.5 The Respondent's firm submitted an offer on behalf of Mr A on 15 December 2004 to purchase Property 1 at a price of £212,000 with a date of entry to be mutually agreed. Missives were concluded on 28 January 2005.

7.6 Company 1 issued loan instructions to the Respondent's firm on 22 December 2004 in respect of a loan of £180,200. The purchase price narrated within those loan instructions was £216,000.

7.7 On 27 January 2005, the Respondent sent a Certificate of Title by fax to Company 1 seeking funds to be released for completion that day. The Certificate of Title indicated that the Respondent's firm had investigated the title to the property offered to Company 1 as security for the advance under the Respondent's firms instructions ; that the title was good and marketable and could safely be accepted by them.

7.8 On 28 January 2005, Company 1 released funds of £180,200 to the Respondent. On the same date, the Respondent's firm transferred £180,151 to the seller's solicitors. There is

no evidence on the Respondent's file of any contact with the selling solicitors with regard to the basis on which those funds were sent.

- 7.9 On 1 February 2005 funds from a third party of £42,000 were paid to the Respondent's firm account. On 4 February 2005, the Respondent's firm instructed the Bank to transfer £63,251 to the selling solicitor's firm in respect of properties 1 and 4.
- 7.10 On 1 February 2005, the selling solicitor's firm provided the Respondent's firm with a Disposition together with the Letter of Obligation, in respect of property 1.
- 7.11 The SDLT return submitted by the Respondent's firm indicated the effective date of the transaction as 28 January 2005. However the accompanying cheque was dated 2 March 2005 and the SDLT was issued on 9 March 2005.
- 7.12 The Disposition in favour of Mr A and the Standard Security for Company 1 were apparently sent to the Land Register in or around March 2005. There is no receipted Form 4 on file.
- 7.13 Company 1 subsequently repossessed Property 1. Decree for repossession was granted on 22 June 2006 by Glasgow Sheriff Court. Property 1 was sold by Company 1 at a loss of £79,066.87.

Property 2

- 7.14 The Respondent's firm sent an offer on 15 December 2004 on behalf of Mr A to the selling solicitors to purchase Property 2 for £210,000 with the date of entry to be mutually agreed. The seller and the sellers solicitor were the same as

in Property 1. Missives were concluded on 21 December 2004.

- 7.15 On 22 December 2004 Company 1 issued loan instructions to the Respondent's firm in respect of a loan of £178,500 for property 2.
- 7.16 On 29 December 2004 the Respondent sent a Certificate of Title to Company 1 seeking release of said funds and confirming that the firm had investigated the title to the property offered to Company 1 as security for the advance under their instructions; that the title was good and marketable and could safely be accepted by them. The pre-printed form confirmed the price to be £216,000. The Respondent had amended this in ink to £213,000.
- 7.17 On 30 December 2004, the loan funds were released by Company 1 to the Respondent's firm. On the same date, there was a Bank instruction sheet on the Respondent's file transferring the sum of £178,451 to the selling solicitors' agents.
- 7.18 On 30 December 2004, the Respondent's firm wrote to the selling agents' solicitors indicating "as per our telephone conversation, the balance is to be paid as soon as our client lodges the deposit. Please note that the funds are strictly sent to you on the understanding that you will provide us with the relevant title deeds to allow the transaction to be completed".
- 7.19 On 12 January 2005, the selling solicitors sent a letter enclosing the relevant Disposition and Letter of Obligation.
- 7.20 On 22 March 2005, the Disposition and Company 1 Standard Security were confirmed as having been sent for registration.

7.21 Company 1 subsequently obtained a decree for repossession at Glasgow Sheriff Court. The property was sold at a loss of £67,178.07.

Property 3

7.22 On 15 December 2004 the Respondent's firm submitted an offer on behalf of Mr A to purchase Property 3 at a price of £218,000. The seller and the seller's solicitor were the same as those in properties 1 and 2. Missives were concluded on 4 February 2005.

7.23 On 23 December 2004, Company 1 issued loan papers for a loan of £185,300.

7.24 On 3 February 2005 the Respondent signed a Certificate of Title seeking release of the loan funds that day.

7.25 On 3 February 2005 Company 1 released said funds and on 4 February 2005 the Respondent's firm telegraphically transferred the whole purchase price to the seller's solicitors.

7.26 On 11 February 2005 the appropriate settlement documentation was sent to the Respondent's firm.

7.27 On 2 March 2005 the Respondent's firm sent the SDLT Return to the Inland Revenue indicating the effective date as 4 February 2005. An SDLT 5 was issued on 9 March 2005.

7.28 On 22 June 2006 decree for repossession was granted in favour of Company 1 by Glasgow Sheriff Court.

- 7.29 In June 2007, Property 3 was sold by Company 1 at a price of £135,000. After payment of expenses, Company 1 made a loss of £91,571.99.

Property 4

- 7.30 On 15 December 2004, the Respondent's firm submitted an offer on behalf of Mr A to purchase Property 4 at a price of £210,000. The selling solicitors and the seller were the same as in properties 1, 2 and 3. Missives were concluded on 27 January 2005.
- 7.31 On 22 December 2004, Company 1 issued loan papers for a loan of £178,500.
- 7.32 On 27 January 2005 the Respondent signed the Certificate of Title seeking fund release that day.
- 7.33 On 27 January 2005 said loan funds were released. On that date, £178,451 was telegraphically transferred to the selling solicitors. On 4 February the balance of the purchase price was sent to the selling solicitors as set out in paragraph 7.9 above.
- 7.34 On 1 February 2005 the selling solicitors sent the settlement documentation to the Respondent.
- 7.35 On 2 March 2005 the Respondent's firm sent the SDLT Return to the Inland Revenue showing the effective date as 27 January 2005. The SDLT 5 was issued on 9 March 2005.
- 7.36 On 27 February 2006 decree for repossession was granted in favour of Company 1 by Glasgow Sheriff Court.

- 7.37 On February 2007 Property 4 was sold by Company 1 at a price of £140,000. After payment of expenses, Company 1 made a loss of £70,028.93.
- 7.38 The Respondent was the partner of the Respondent's firm responsible for all four transactions.

Law Society re Company 1

- 7.39 The Complainers wrote to the Respondent by letters of 18 October and 9 November 2006. No response was received. By letter of 22 November 2006 the complaint from Company 1 as narrated above was sent to the Respondent. No response was received. Notices in terms of Sections 15 (2) of the Solicitors' (Scotland) Act 1980 were issued to the Respondent on 19 December 2006 and 16 January 2007. The Respondent has failed to respond. However the files in question were delivered to the Complainers by the Respondent's former partner's solicitor.

Company 1 IPS

- 7.40 On 23 October 2007 the Complainers considered an IPS complaint by the said Company 1 in relation to the properties 1,2, 3 and 4 narrated above and in particular after considering said complaint determined that an inadequate professional service had been provided to Company 1 in relation to failures to :-
1. advise the Complainers that a Judicial Factor had been appointed to Mr A's estate;

2. comply with instructions in that there was a breach of condition 10.3 of the CML Lenders' Handbook for Scotland ("the CML Handbook") in relation to Properties 1 and 4, in that the Respondent and his firm released the loan funds in part payment of the purchase price before receiving a balance of the purchase price;

3. follow instructions in that there was a further breach of condition 10.3 of the CML Handbook, in that the Respondent and his firm failed to return the loan monies in relation to Properties 1, 2, 3 and 4 despite settlement being delayed in relation to the four transactions;

4. obtain good title as at the date of payment of the loan funds to the seller for Properties 1 to 4 in that the Respondent and his firm did not receive the signed Disposition from the sellers until some time after payment of the funds;

5. disclose to Company 1 a reduction in the agreed purchase price in relation to Property 2, contrary to condition 6.3.1 of the CML Handbook.

6. confirm to Company 1 how the balance of the cumulo purchase price in relation to the Properties 1 to 4 was paid despite this information having been requested by Company 1, contrary to condition 5.8 of the CML Handbook.

7.41 In light of the Complainer's decision that an inadequate professional service had been provided as detailed above, they determined in terms of Section 42 A (2) (d) of the Solicitors' (Scotland) Act 1980 that the Respondent's firm should pay to Company 1 the sum of £4,000 by way of compensation.

7.42 On 7 November 2007 the Complainer's decision was intimated to the Respondent. By letter of 29 November 2007, the Complainers again wrote to the Respondent enclosing a Notice under Section 42 B of the Solicitors' (Scotland) Act 1980. No response has been received and Company 1 have not received payment of the compensation.

8. Having considered in detail the Affidavit evidence, Productions and submissions from the Complainers, the Tribunal found the Respondent guilty of Professional Misconduct in respect of:

8.1 his failure to comply with instructions in the CML Lenders Handbook for Scotland in relation to properties 1 and 4, in that he and his firm released or authorised release of the loan funds in part payment of the purchase price before receiving the balance of the purchase price in breach of condition 10.3.

8.2 his failure to comply with the CML Lenders Handbook for Scotland in that the Respondent and his firm failed to disclose to the client, the lender, a reduction in the agreed purchase price in relation to property 2, in breach of condition 6.3.1.

8.3 his failure to comply with the CML Handbook for Scotland in that the Respondent and his firm failed to confirm to the client, the lender, how the balance of the cumulo purchase price in relation to the properties 1-4 was paid despite this information having been requested in breach of condition 5.8.

8.4 his delaying unreasonably between 18 October 2006 and 16 January 2007 to respond to the reasonable enquiries of the Complainers.

9. The Tribunal also found that the Respondent had failed to comply with the Determination and Direction given by the Council of the Law

Society of Scotland in terms of Section 42A within the period specified and resolved to make an Order in terms of Section 53C of the Solicitors (Scotland) Act 1980.

10. The Tribunal pronounced an Interlocutor in the following terms:-

Edinburgh 24 September 2008. The Tribunal having considered the Complaint dated 30 May 2008 at the instance of the Council of the Law Society of Scotland against Shahid Sattar Pervez, Solicitor of the former firm of Belton Pervez, 430 Victoria Road, Glasgow now residing at 8 Langhaul Place, Crookston, Glasgow; Find the Respondent guilty of Professional Misconduct in respect of his failure to comply with instructions in the CML Lenders Handbook for Scotland and in particular his breach of conditions 10.3, 6.3.1 and 5.8 of said Handbook and his unreasonable delay between 18 October 2006 and 16 January 2007 in responding to the reasonable enquiries of the Law Society; Find that the Respondent has failed to comply with the Determination and Direction given by the Council of the Law Society of Scotland in terms of Section 42A within the period specified and Direct that an Order be issued under Section 53C of the Solicitors (Scotland) Act 1980; Censure the Respondent; Fine him in the sum of £1,000 to be forfeit to Her Majesty; Find the Respondent liable in the expenses of the Complainers and in the expenses of the Tribunal as the same may be taxed by the auditor of the Court of Session on an agent and client indemnity basis in terms of Chapter Three of the last published Law Society's Table of Fees for general business with a unit rate of £14.00; and Direct that publicity will be given to this decision and that this publicity should include the name of the Respondent.

(signed)

Gordon Cunningham

Chairman

11. A copy of the foregoing together with a copy of the Findings certified by the Clerk to the Tribunal as correct were duly sent to the Respondent by recorded delivery service on

IN THE NAME OF THE TRIBUNAL

Chairman

NOTE

The Respondent had not lodged answers to the Complaint and was not present at the Tribunal hearing. Ms Motion moved the Tribunal to allow her to proceed by way of Affidavit evidence in terms of Rule 9 of the Scottish Solicitors' Discipline Tribunal Procedure Rules 2005. The Tribunal heard evidence from the Clerk to the Tribunal that the Notice of Complaint had been served on 10 June 2008 by recorded delivery at the Respondent care of HM Prison Castle Huntly where he was at that time. The Clerk advised that no answers were lodged and a Notice of Hearing for 3 September 2008 was then sent to the Respondent at the Prison. This was returned as he had left the prison. Another hearing date was arranged for 24 September 2008 and Notice was sent to the Respondent at his home address of 8 Langhaul Place, Crookston, Glasgow on 22 July 2008 by recorded delivery. This Notice was not returned.

Ms Motion confirmed that she had sent copies of the Affidavits and the Productions to the Respondent. In the circumstances, the Tribunal agreed to proceed in the absence of the Respondent and allowed the Complainers to lead Affidavit evidence.

SUBMISSIONS FOR THE COMPLAINERS

In connection with Article 1 in the Complaint, Ms Motion referred to the Affidavit of Lorna Johnston who confirms the Respondent's address and confirms that the Respondent was on the Roll of Solicitors until his name was removed on 2 September 2006 due to non-payment of his practising certificate fees.

In connection with Article 2.1, Ms Motion referred the Tribunal to the Affidavit of K Wali from Irwin Mitchell Solicitors which confirms that the Respondent was involved in four similar transactions and was instructed by Mr A. In connection with Article 2.2, Ms Motion referred the Tribunal to Productions 1 and 2 and the Affidavit of K Wali which confirms that the Respondent was advised on 1 March 2005 of the appointment of the Judicial Factor ad interim to Mr A. In connection with Article 2.3, Ms Motion referred the Tribunal to the Affidavit of Wilfred Stevens of Company 1 which confirms that Company 1 were not advised by the Respondent of the appointment of the Judicial Factor. In connection with Article 2.4, Ms Motion

referred the Tribunal to Production 4 and the Affidavit from K Wali. In connection with Article 2.5, Ms Motion referred the Tribunal to Production 5 and the Affidavit of Mr Stevens. In connection with Article 2.6, Ms Motion referred the Tribunal to Production 6 and the Affidavit of Mr Stevens, paragraph 6. In connection with Article 2.7, Ms Motion referred the Tribunal to paragraph 7 of the Affidavit from Mr Stevens, paragraph 5 of the Affidavit from K Wali and Production 7. In connection with Article 2.8, Ms Motion referred the Tribunal to the Affidavit from K Wali paragraph 6. In connection with Article 2.9, Ms Motion referred the Tribunal to Production 10 and paragraph 7 of the Affidavit from K Wali. In connection with Article 2.10, Ms Motion referred the Tribunal to Productions 11 and 12 and paragraph 8 of the Affidavit from K Wali. In connection with Article 2.11, Ms Motion referred the Tribunal to paragraph 9 of the Affidavit from K Wali. In connection with Article 2.12, Ms Motion referred the Tribunal to paragraph 8 of the Affidavit from Mr Stevens. In connection with Article 2.13, Ms Motion referred the Tribunal to Production 13 and the Affidavit from K Wali, paragraph 10. In connection with Article 2.14, Ms Motion referred the Tribunal to Production 14 and paragraph 9 of the Affidavit from Mr Stevens. In connection with Article 2.15, Ms Motion referred the Tribunal to Production 15 and paragraph 10 of the Affidavit from Mr Stevens. In connection with Article 2.16, Ms Motion referred the Tribunal to Production 16 and the Affidavit from K Wali paragraph 11. In connection with Article 17, Ms Motion referred the Tribunal to Production 17 and the Affidavit from K Wali, paragraph 12. In connection with Article 2.18, Ms Motion referred the Tribunal to Production 18 and the Affidavit from K Wali paragraph 13 and 14. In connection with Article 2.19, Ms Motion referred the Tribunal to the Affidavit from K Wali paragraph 15. In connection with Article 2.20, the Tribunal was referred to the Affidavit from Mr Stevens paragraph 12. In connection with Article 2.21, reference was made to paragraph 18 of K Wali's Affidavit and Production 23. In connection with Article 2.22, Ms Motion referred the Tribunal to Production 24 and paragraph 13 of Mr Steven's Affidavit. In connection with Article 2.23, the Tribunal was referred to Production 25 and paragraph 14 of Mr Steven's Affidavit. In connection with Article 2.24, Ms Motion referred the Tribunal to Production 26 and paragraph 15 of the Affidavit from Mr Stevens and paragraph 19 of the Affidavit from K Wali. In connection with Article 2.25, the Tribunal was referred to the Affidavit from K Wali paragraph 20 and to Production 28. In connection with Article 2.26, the Tribunal was referred to Production 29 and 30 and

the Affidavit from K Wali paragraph 21. In connection with Articles 2.27 and 2.28, Ms Motion referred the Tribunal to Mr Stevens Affidavit paragraph 16. In connection with Article 2.29, the Tribunal was referred to Production 31 and the Affidavit from K Wali paragraph 22. In connection with Article 2.30, Ms Motion referred the Tribunal to Production 32 and Mr Stevens Affidavit paragraph 17. In connection with Article 2.31, the Tribunal was referred to Production 33 and Mr Stevens Affidavit paragraph 18. In connection with Article 2.32, Ms Motion referred the Tribunal to Productions 34, 35 and 36 and to Mr Stevens Affidavit paragraph 19 and K Wali's Affidavit paragraphs 23 and 24. In connection with Article 2.33, the Tribunal was referred to Production 37 and K Wali's affidavit paragraph 25. In connection with Article 2.34, Ms Motion referred the Tribunal to Productions 38 and 39 and K Wali's Affidavit paragraph 26. In connection with Article 2.35, the Tribunal was referred to Mr Stevens Affidavit paragraph 20 and in connection with Article 2.36, to Mr Stevens Affidavit paragraph 21.

In connection with Article 3.1, Ms Motion referred to the Affidavit from Lorna Johnston of the Law Society and to Productions 40, 41, 42, 43-45 and 46 being the correspondence between the Law Society and the Respondent. Ms Motion confirmed that the Respondent has still not replied but that the files had been delivered to the Complainers and were presently held by Irwin Mitchell Solicitors.

In connection with Article 4.0, Ms Motion referred the Tribunal to the Affidavit of Lorna Johnston and Productions 48 and 48a. Ms Motion confirmed that the compensation has still not been paid.

DECISION

The Tribunal carefully considered the Productions and the Affidavit evidence lodged. Although the Tribunal was satisfied on the evidence that the Respondent did not advise Company 1 of the appointment of the Judicial Factor ad interim on Mr A, the only evidence in the papers with regard to the Respondent being advised that the Judicial Factor had been appointed was by letter dated 1 March 2005. The Tribunal noted that all the transactions which the Respondent was involved in had settled prior to 1 March 2005. The Tribunal accordingly could not be satisfied beyond reasonable

doubt that the Respondent was at fault by at no stage throughout any of the transactions advising Company 1 of the appointment of the Judicial Factor given that the transactions appeared to have been concluded before the Respondent was aware of this information. With the exception of this, the Tribunal was satisfied beyond reasonable doubt that the remainder of the facts in the Complaint were proved. The Tribunal then considered whether or not the Respondent's actions amounted to professional misconduct. In connection with the averment of professional misconduct in Article 6.1 (a), the Tribunal could not be satisfied that the Respondent had knowledge which he failed to advise the lender of in connection with the appointment of the Judicial Factor while the transactions were ongoing, and accordingly the Tribunal did not make a finding of professional misconduct in respect of this. In connection with the averment of professional misconduct in Article 6.1 (b), it was clear from the evidence that the Respondent authorised release of the loan funds before he had received the balance of the purchase price and the Tribunal was satisfied that this in cumulo with the averments in Article 6.1 (e) and (f) was sufficient to amount to professional misconduct. In connection with the averment in Article 6.1 (c), on the basis of the evidence, it appeared to the Tribunal that in connection with Property 1 the Respondent obtained the loan funds on 28 January 2005 and the transaction settled at the latest by 4 February 2005 which is eight days later. In connection with Property 2, the Respondent obtained the loan funds on 30 December 2004 and on 12 January 2005, the documentation was received from the selling solicitors. It was not clear to the Tribunal from the evidence the exact settlement date in respect of Property 2. There is nothing in the averments of fact with regard to the date on which the Respondent sent the balance of the funds to the selling solicitors and accordingly it may well have been within seven days. In connection with Property 3, the Respondent received the loan funds on 3 February 2005 and on 4 February 2005 the whole purchase price was transferred to the selling solicitors. In the circumstances, although there was a technical breach of the CML Lenders Handbook in respect of Property 1, the Tribunal did not consider that this was serious and reprehensible enough to amount to professional misconduct. In connection with Article 6.1 (d), it appeared to the Tribunal from the evidence that there was not an excessively long period after settlement before the Respondent received the signed Disposition from the sellers. The Tribunal considered that it would not necessarily be within the Respondent's control when the selling solicitors sent the Disposition etc.

The Tribunal also considered that the delay in this case was not significantly different from what happens in a lot of conveyancing transactions. The Tribunal accordingly did not consider that the Respondent was guilty of professional misconduct in respect of this. In connection with Article 6.1 (e), the Tribunal was satisfied on the basis of the evidence that in respect of Property 2 the Respondent did fail to disclose to the Lender a reduction in the agreed purchase price. The Tribunal considered that this in cumulo with Article 6.1 (b) and (f) was sufficient to amount to professional misconduct. In respect of Article 6.1 (f), it was clear on the basis of the evidence that the Respondent did not confirm to the Lender how the balance of the cumulo purchase price in relation to Properties 1 - 4 was to be paid. The Tribunal considered that this was a breach of CML Handbook and that in cumulo with Article 6.1 (b) and (e) was sufficient to amount to professional misconduct. In connection with Article 6.2, it was clear from the evidence that the Respondent had delayed in responding to enquiries of the Law Society. The Tribunal has made it clear on a number of occasions that this amounts to professional misconduct and is not acceptable. The Tribunal also accepted on the basis of the evidence that the Respondent had failed to comply with the Determination and Direction of the Law Society in terms of Section 42A within the period specified and accordingly resolved to make an Order in terms of Section 53C of the Solicitors (Scotland) Act 1980.

The Tribunal noted that unfortunately the Respondent had not seen fit to lodge answers or attend the Tribunal hearing. The Tribunal however did not consider the Respondent's breaches of the CML Lenders Handbook to be particularly serious in this case. This however taken together with the Respondent's unreasonable delay in responding to the Law Society which hampers the Law Society in the performance of their statutory duty and brings the profession into disrepute resulted in the Tribunal imposing a fine of £1,000 in addition to a Censure. The Tribunal made the usual order with regard to expenses and publicity.

Chairman