

**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

**IAIN ROBERTSON, 7 Causeyside
Street, Paisley**

1. A Complaint dated 19 March 2008 was lodged with the Scottish Solicitors' Discipline Tribunal by the Council of the Law Society (hereinafter referred to as "the Complainers") requesting that, Iain Robertson, 7 Causeyside Street, Paisley (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. Answers were lodged for the Respondent.
3. The Tribunal appointed the Complaint to be heard on 26 June 2008 and notice thereof was duly served on the Respondent. When the Complaint called on 26 June 2008 the Complainers were represented by their Fiscal, Elaine Motion, Solicitor-Advocate, Edinburgh. The Respondent was not present but was represented by Mr Moll, Advocate. The case was adjourned on the motion of the Respondent's Advocate to allow further investigations until 14 August 2008.

4. When the case called on 14 August 2008, the Complainers were represented by their Fiscal, Elaine Motion, Solicitor Advocate. The Respondent was not present but was represented by Mr Moll, Advocate. On a joint motion of both parties the matter was continued to a further Procedural Hearing on 24 September 2008.
5. When the case called on 24 September 2008 a revised Complaint was lodged with the Tribunal together with a Joint Minute admitting the averments of facts, averments of duty and averments of professional misconduct in the revised Complaint. A Joint Minute was also lodged admitting the terms of the Complainers Productions.
6. The Tribunal accordingly proceeded to deal with the Complaint on 24 September 2008.
7. The Tribunal found the following facts admitted or proved
 - 7.1 The Respondent is a Solicitor enrolled in the Registers of Scotland. He was born on 6 April 1953. He was admitted on 14 October 1976 and enrolled in the Register of Solicitors in Scotland on 1 November 1976. From 1 August 1978 to 16 October 2005, the Respondent was employed as a Partner of Robertson & Ross, 7 Causeyside Street, Paisley. From 17 October 2005 he has been and remains a Director of Robertson & Ross Solicitors Limited (“the firm”).

Mrs A — Divorce action

- 7.2 Mrs A instructed the Respondent in relation to matrimonial matters in about June 1993. Accordingly the Respondent acted on Mrs A’s behalf from June 1993 until approximately late 2002.

- 7.3 As part of those instructions Mrs A instructed the Respondent in relation to a divorce action; initially in the Sheriff Court and subsequently in the Court of Session. The Respondent ultimately obtained Legal Aid for Mrs A in relation to the Court of Session action on 21 March 1995, under a Legal Aid Certificate. Said action was determined in her favour before the Outer House and also ultimately the Inner House of the Court of Session. An award of expenses was made in Mrs A's favour in the Court of Session action in March 1998.
- 7.4 Whilst the Legal Aid Certificate in relation to this action was extant the Respondent sought and accepted a payment to account of £31,000 from Mrs A to the Respondent. Mrs A made that payment to the Respondent on or about 14 April 1999.
- 7.5 All the entries narrated in paragraph 7.6 to 7.11 below were contained within the Respondent's ledger card ("matter 3"). Said ledger card was headed up Mrs A – divorce and was created on 5 December 1997. The matter 3 ledger for 15 April 1999 indicates "received Mrs A payment of fee note CR41 and CR48 and to account of legal aid fees".
- 7.6 Fee note CR41 dated 8 October 1998 related to the pre legal aid work relating to divorce which was initially commenced in the Sheriff Court prior to the action in the Court of Session. The fee note amounted to £11,792.30.
- 7.7 No credit was taken in the fee note of CR41 of a payment to account of divorce fees of £200 initially paid by Mrs A in 1994 and placed onto the ledger card ("matter 1") and later transferred into the matter 3 ledger on 29 December 1997-prior to the issuing of this fee note. Accordingly said £200 was credited to the matter 3 ledger at a time when Legal Aid was

extant and used to cover outlays incurred when said Legal Aid was in place. The matter 3 ledger shows no reimbursement of this payment to Mrs A.

- 7.8 Fee note number CR48 dated 16 November 1998 is described as a “supplementary note of fee regarding costs incurred and not recoverable from SLAB”. That fee note amounted to £529.41, included an outlay of £293.75 and related to a meeting on 25 May 1995, after the legal aid certificate was in existence. Mrs A did not receive this fee note. The matter 3 ledger shows no cancelling of this fee note or obvious reimbursement of this payment to Mrs A.
- 7.9 A further fee note CR3 dated 20 April 1999 addressed to Mrs A in the sum of £7,467.96 is described as a fee note in connection with account prepared by Law Accountants in respect of work done under Legal Aid cover. The only legal aid certificate issued for Mrs A was the one issued in relation to the Divorce action. Said fee note was paid from funds held by the Respondent as received from Mrs A as narrated in paragraph 7.4 above. Mrs A did not receive this fee note. The matter 3 ledger shows neither a cancelling of this fee note nor obvious reimbursement of this payment to Mrs A.
- 7.10 In terms of a further fee note CR27 dated 30 August 2000 the Respondent invoiced Mrs A in the sum of £13,311.15 in “connection with work carried out in respect of divorce matters” and was accordingly linked to the Legal Aid work being carried out on her behalf. Again said fee note was settled directly from funds held by the Respondent from Mrs A in paragraph 7.4 above to bring out a nil balance on the ledger card. Mrs Fulton did not receive this fee note. The matter 3 ledger shows neither a cancelling of this fee note nor obvious reimbursement of this payment to Mrs A.

- 7.11 A further fee note CR63 dated 19 January 2001 for £3096.40 was issued by the Respondent which appears to be an interim payment of legal aid fees from the Scottish Legal Aid Board (“SLAB”). Accordingly the Respondent was rendering invoices and receiving private fees from Mrs A and legal aid fees within the same divorce action.
- 7.12 There were two further ledger cards opened by the Respondent in relation to Mrs A; matter 1, created 3 November 1993, related to Mrs A’s sale of the matrimonial home and purchase of a new property and matter 2 relating to an action of recovery.
- 7.13 On 28 July 1995 the Respondent received the sum of £273,880 in relation to the sale of the matrimonial home. On 28 July 1995 the Respondent paid the sum of £103,200 in relation to the purchase of Mrs A’s new property. Accordingly as at 28 July 1995 the credit balance of £160,228.67 was on the matter 1 ledger.
- 7.14 On 15 August 1995, from the matter 1 ledger, the Respondent paid Robert McTear & Co for an Inventory and Valuation of furniture in the sum of £293.75. Mrs A received a Statement of Account and fee note in relation to the sale and purchase of property matter 1. Said Statement of Account included the outlay to Robert McTear & Co. Accordingly that fee was paid from Mrs A’s own funds .That outlay in fact related to the divorce action.
- 7.15 Accordingly and with reference to paragraphs 7.8 and 7.14 above Mrs A paid this outlay twice.
- 7.16 On 27 September 1995 on the matter 1 ledger card the following debit entry was made by the Respondent namely:-“27

September 1995 – paid cash Causeyside Street parking expenses – divorce funds – consultation Edinburgh 19.9.95 - £5.” The said debit entry was paid from Mrs A’s private funds while a Legal Aid Certificate for the matter concerned was extant.

7.17 On 5 December 1997 as an appropriate accounting exercise the said debit entry in the preceding paragraph was transferred by the Respondent to the matter 3 ledger. A corresponding credit was made on the matter 1 ledger. Mrs A had met outlays privately for the divorce action while a Legal Aid Certificate was extant. Neither the matter 1 or 3 ledgers show any obvious reimbursement of this payment to Mrs A.

7.18 Furthermore the following debit entries were made by the Respondent on the matter no 1 ledger as follows:-

1. 27 June 1996 – expenses 25.6.96 re lunch meeting Counsel and Expert Mr B - £25
2. 1 July 1996 – Extract Birth Certificate - £10
3. 9 July 1996 – Causeyside street parking expenses consultation - £7
4. 4 September 1996 – Paid I Robertson expenses consultation Edinburgh 27.8.96 - £5
5. 11 September 1996 – paid Messrs Fyfe Gerrard & Paton survey fee - £176.25
6. 27 September 1996 – paid I Robertson Hobbs lunch expenses – Counsel - £10.50

7. 29 November 1996 – paid Stirling Park & Co fee - £39.36

8. 13 February 1997 – paid I Robertson expenses consultation 10.2.97 train, parking, lunch with Counsel - £34.

All said entries were debited by the Respondent from funds of Mrs A held within the matter no 1 ledger.

7.19 On 5 December 1997 all entries narrated in the preceding paragraph, as an appropriate accounting exercise, were transferred by the Respondent to the matter 3 ledger with the corresponding credits on the matter 1 ledger. Mrs A had paid these outlays privately while a Legal Aid Certificate was extant. Neither the matter 1 or 3 ledger show any obvious reimbursement of any of these payments to Mrs A.

7.20 Furthermore the Respondent, on the matter 1 ledger, debited the following:-

1. 6 October 1997 – travel expenses – 30 September 1997-FC consultation in Edinburgh with Mrs A - £9.50

2. 16 October 1997 – paid cash consultation Edinburgh 6 October 1997 parking/lunch expenses - £10.

Accordingly these entries were met privately by Mrs A.

7.21 On 5 and 29 December 1997 respectively the debits referred to in the preceding paragraph, as an appropriate accounting exercise, were transferred from the matter 1 ledger to the matter 3 ledger. Again Mrs A had paid these outlays privately while a Legal Aid Certificate was extant. Neither the matter 1 or 3

ledgers show any obvious reimbursement of either of these payments to Mrs A.

7.22 On 29 December 1997 the Respondent transferred £200 from matter 1 ledger to matter 3 ledger. This transfer reduced the debit balance (£439.04) which resulted from the transfers narrated in 7.16 to 7.20. Moreover on 2 April 1998 the Respondent uplifted from deposit receipt and transferred, from the matter 1 ledger, funds of £64,789.97 to the matter 3 ledger. At the time of transfer the balance on matter 3 ledger comprised a debit to the tune of £249.04. Accordingly these transfers of Mrs A's private funds placed the matter 3 ledger in credit. Neither the matter 1 or 3 ledgers show any obvious reimbursement to Mrs A of the payments narrated in paragraphs 7.16 to 7.20.

7.23 On 6 April 1998 the Respondent paid the sum of £62,652.47 to Mrs A retaining £2,137.50 to settle with Mr B of Scott Oswald – an expert in the divorce action. Accordingly while a Legal Aid Certificate was extant Mrs A paid privately for said Expert's expenses and the Respondent knowingly retained private funds of Mrs A for this purpose despite said extant legal aid certificate. The matter 3 ledger shows no reimbursement of this payment to Mrs A.

7.24 On 23 April 1998 the Respondent transferred from the matter 1 ledger additional interest received on the deposit receipt referred to in paragraph 7.22 above. Said sum amounted to £2.13. Said sum was transferred, as an appropriate accounting exercise, to the matter 3 ledger and reduced the debit balance in that amount on said ledger. Mrs A's private funds were used where a Legal Aid Certificate was in place. The matters 1 and 3 ledgers show no reimbursement of this payment to Mrs A.

- 7.25 On 1 May 1998 the Respondent made the following entry on the matter no 3 ledger as follows “when divorce finished to be linked with matter 2 private account to make sure fee is taken for both”.
- 7.26 Accordingly, in terms of paragraphs 7.2 to 7.24 above the Respondent has:-
- (a) sought and accepted a private payment to account from Mrs A of £31,000 when only £11,792.30 was required to cover work done prior to the date of the grant of Legal Aid;
 - (b) deliberately rendered invoices to Mrs A and took payment for these on a private basis despite knowing a Legal Aid certificate was in place for the same work, namely fee notes CR48 , CR3 and CR27 totalling £21,308.52;
 - (c) accepted private payments to account of outlays from Mrs A totalling £533.74 - £200 having been repaid to Mrs A on or about 29 March 2007;
 - (d) charged Mrs A privately twice in relation to outlays totalling £587.50;
 - (e) deliberately retained funds of £2137.50 from Mrs A to pay the balance of an expert report namely Scott Oswald & Co fee.
- 7.27 Furthermore the Respondent failed throughout the period narrated in paragraphs 7.2 to 7.26 above to adequately explain matters, including fees and outlays, to Mrs A and has failed to do so since that date.

7.28 In addition, the Respondent failed throughout to provide from June 1993 to March 1995, to adequately advise Mrs A in relation to her entitlement to Legal Aid at the outset as a result expenses were incurred, including fees and outlays, namely fee note CR41 referred to in paragraph 7.6 above, which would otherwise have been recovered under the Legal Aid scheme.

8. Having considered the submissions from both parties, the Tribunal found the Respondent guilty of professional misconduct in respect of

8.1 His breach of the Legal Aid (Scotland) Act 1986 by

(a) his seeking and accepting a private payment to account from his client of £31000 when only £11792.30 was required to cover work done prior to the date of the grant of Legal Aid

(b) his deliberately rendering invoices to his client and taking payment for these on a private basis despite knowing a legal aid certificate was in place for the same work, namely fee notes CR48, CR3 and CR27 totalling £21308.52

(c) his accepting private payments to account of outlays from his client totalling £587.50

(d) his charging his client privately twice in relation to outlays totalling £529.41 and

(e) his deliberately retaining funds of £2137.50 from his client to pay the balance of an expert report namely Scott Oswald and Co. fee where the Legal Aid Board abated the fee to £800 from £2937.50.

8.2 His failure to provide his client with adequate explanation in relation to matters, in particular the fees and outlays and in

relation to Legal Aid at the outset, in relation to the divorce action.

9. Having heard submissions in mitigation from the Respondent's Advocate the Tribunal pronounced an Interlocutor in the following terms:-

Edinburgh 24 September 2008. The Tribunal having considered the revised Complaint dated 19 March 2008 at the instance of the Council of the Law Society of Scotland, 26 Drumsheugh Gardens, Edinburgh against Iain Robertson, 7 Causeyside Street, Paisley; Find the Respondent guilty of Professional Misconduct in respect of his breach of the Legal Aid (Scotland) Act 1986 by his seeking and accepting a private payment to account from a client of £31000 when only £11792.30 was required to cover work done prior to the date of the grant of Legal Aid, his deliberately rendering invoices to his client and taking payment for these on a private basis despite knowing a Legal Aid Certificate was in place for the same work namely fees totalling £21308.52, his accepting private payments to account of outlays from his client totalling £587.50, his charging his client privately twice in relation to outlays totalling £529.41 and his deliberately retaining funds of £2137.50 from his client to pay the balance of an expert report where the Legal Aid Board had abated the fee to £800 from £2937.50 and his failure to provide his client with an adequate explanation in relation to matters, in particular the fees and outlays in relation to Legal Aid at the outset, in relation to the divorce action; Censure the Respondent; Fine him in the sum of £5000 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

10. 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 case had been set down for a Procedural Hearing on 24 September 2008. The Fiscal, however lodged a revised Complaint on the morning of the Tribunal and a Joint Minute was lodged admitting the averments of fact, averments of duty and averments of professional misconduct in the revised Complaint. A Joint Minute was also lodged admitting the terms of the Complainer's Productions. In the circumstances the Tribunal resolved to deal with the matter as a Substantive Hearing.

SUBMISSIONS FOR THE COMPLAINERS

Ms Motion explained that the third section of the Complaint had been deleted and there had been amendments made in respect of the second section of the Complaint but the issues in the revised Complaint were similar to the issues in the original Complaint. Ms Motion explained that the Respondent acted for Mrs A from 1993 in respect of matrimonial matters and conveyancing. He started the divorce in the Sheriff Court and it then went to the Court of Session. Mrs A was awarded Legal Aid in March 1995. Her divorce action was successful and expenses were awarded in her favour. Despite the fact that Mrs A was on Legal Aid from March 1995 the Respondent accepted a payment of £31000 from Mrs A in April 1999. Ms Motion stated that the ledger cards were not easy to follow and everything was on one ledger card which led to confusion. Another ledger card was made up in December 1997. The Respondent rendered a fee note in October 1998 for pre Legal Aid work of £11792. He had accepted payment to account of £200 but there was no credit shown for this. He then moved the £200 to the divorce ledger where there was a Legal Aid Certificate in force. Ms Motion stated that a solicitor should know that he cannot accept private payments from a client when there is a Legal Aid Certificate in force. The Respondent rendered fee notes on 16 November 1998 for £529.41 in connection with fees not recoverable from the Scottish Legal Aid Board. In April 1999 he rendered another fee note for £7467 which was settled out of the payment made by Mrs A. He rendered another fee note for £13311.15 on 30 August 2000 in respect of divorce matters. The Respondent's actions were contrary to the principles of working under a Legal Aid Certificate. Ms Motion referred to Production 2 being a letter from the Legal Aid Board dated 5 May 2003 which indicated that they were very concerned

with regard to the Respondent's understanding of final accounting in Civil Legal Aid cases and which pointed out that the money must be returned by the Respondent to Mrs A. The Respondent did repay this money. Ms Motion confirmed that the Legal Aid Board had not taken any further steps in connection with the Respondent's breach. Ms Motion referred the Tribunal to Productions 5 and 6 being the letter in 1999 and the cheque dated April 1999 when Mrs A paid the £31000 as a private client. Ms Motion pointed out that the Robert McTear & Company account of £293.75 was charged twice as an outlay. Ms Motion referred the Tribunal to Production 9 being the ledger created on 3 November 1993 which was meant to be for the sale of the property but included outlays in respect of the divorce action. Ms Motion pointed out to the Tribunal that the ledgers showed that the McTear & Company invoice had been paid twice. Ms Motion referred the Tribunal to various Productions being the fee notes sent by the Respondent and paid by Mrs A. In September 2005 there were debits from Mrs A's funds held within the ledger when a Legal Aid Certificate was in place and accordingly effectively this was paid privately by Mrs A. On 29 December 1997 £200 was transferred to ledger card 3 which resulted in private funds being credited to a ledger where Legal Aid was in place. The Respondent uplifted £64741 and paid it into ledger card 3, he only paid Mrs A £62652 and kept £2137 to pay Scott Oswald's fees. Ms Motion explained that he had not got sanction for Mr B's fee but he used Mrs A's money to meet the balance between what was paid by the Scottish Legal Aid Board and what the fees actually were. Ms Motion stated that the Respondent also did not adequately explain the accounts to Mrs A and did not advise her with regard to her entitlement to Legal Aid at the outset.

SUBMISSIONS FOR THE RESPONDENT

Mr Moll clarified that the Respondent withdrew the answers which had previously been lodged. He pointed out that there had been changes to the Complaint which altered the emphasis in the Complaint. The first Complaint suggested something sinister in the movements between the ledgers but it was now accepted that this was done as good accounting practice because the money had been in the wrong ledger. The new Complaint also made it clear that although there had been no obvious repayment to Mrs A of the funds, a cheque for £18500 was paid by the Respondent to the Legal Aid Board in respect of Mrs A's shortfall in expenses and the Respondent

had sent a cheque for £1700 to Mrs A so he had in effect repaid the £20000 which had been taken. Mr Moll stated that he had three points to make in mitigation. Firstly, the Respondent had accepted professional misconduct from the outset and was contrite. Secondly, there was no dishonesty involved, it was just shambolic incompetence. Thirdly, all the sums had now been repaid. Mr Moll pointed out that this was done voluntarily in May 2003 prior to any formal action by the Scottish Legal Aid Board or the Law Society. Mr Moll also explained that interest had been paid. Mr Moll indicated that there were also small sums which had been repaid today with interest in connection with the Scott Oswald and McTear invoices and other minor sums. Mr Moll explained that in 1993 the Respondent was introduced to Mrs A by a mutual friend and asked to act in her divorce. The Respondent's Practice was 95% criminal law and the Respondent accordingly did not have much experience or knowledge of civil legal aid. It was accepted that the Respondent should not have taken the case on or should have researched the law. Mr Moll explained that the Respondent did try and bring in his civil law partner but Mrs A wished the Respondent to represent her. Mr Moll explained that the Respondent relied on his cash room to steer him through but it was accepted that this was not good enough and that the Respondent had to accept full responsibility. Mr Moll submitted that the ledgers showed that things were shambolic. Ledger one was properly created in 1993 but ledger 3 in connection with the divorce was not created until 1997 when this should have been done in 1993 when he was instructed in connection with the divorce. This meant that all the divorce matters had to be transferred to the ledger in 1997. Mr Moll pointed out that the £200 was taken prior to Legal Aid being granted although it was accepted that it was transferred after the Legal Aid Certificate was in place. Mr Moll explained that the Respondent's failure to obtain Legal Aid at the outset was due to the fact that he did not properly understand civil Legal Aid entitlement but also because Mrs A did not wish it and did not think that she would obtain it. The Respondent thought the case would settle in Mrs A's favour. He then realised that he should have applied for Legal Aid. In March 1998 there was a judgement made in the divorce in Mrs A's favour for half a million pounds and expenses were awarded against her husband. The Respondent accordingly thought that his client would receive the expenses. Mr Moll explained that when Grieve & Company reconciled Robertson and Ross's accounts in March 1999, £20000 was owed in outstanding fees plus £11000 pre Legal Aid fees and this was requested from Mrs A on the basis that once expenses were

recovered from her husband the fees would be refunded to Mrs A. It was accepted that this was wrong and in breach of Section 32 of the Legal Aid (Scotland) Act 1986. Mr Moll however pointed out that the Respondent had repaid the £20000 plus interest on 13 May 2003. In connection with the Scott Oswald fee Mr Moll stated that the Respondent accepted that this was unacceptable but it was done due to incompetence not dishonesty. The Respondent thought that Mrs A would be able to recoup the funds. The McTear account was paid twice due to incompetence.

In connection with the Finding of inadequate professional service made against the Respondent, Mr Moll explained that the Respondent was ordered to pay £31200 but this was appealed because he had already repaid £20000. The determination was amended to allow him to retain the £11000 but only at Legal Aid rates less 25%. It became clear that the other expenses which Mrs A had improperly borne had been overlooked in the inadequate professional service finding. The Respondent had now given a cheque to the Fiscal to repay these amounts in full plus interest. The Respondent had accordingly returned Mrs A to the position that she would have been in. Mr Moll also indicated that the expert's fee for looking over the accounts and sorting all matters out amounted to £6000 but the Respondent was willing to pay £1000 of it and this had been given to the Fiscal. Mr Moll pointed out that despite the Respondent's failings Mrs A had a good outcome to her divorce action and received a large settlement.

Mr Moll outlined the Respondent's personal circumstances and submitted that Robertson and Ross was a large, well respected firm and that the Respondent was hard working and loyal and had had a number of personal successes in his career. The firm employed 13 employees. Mr Moll asked the Tribunal to take account of the Respondent's career history and the fact that this was an isolated incident. Mr Moll submitted that the finding of professional misconduct in itself was a serious punishment and asked the Tribunal to deal with the matter by way of a fine. In response to a question from the Tribunal it was clarified that the Respondent viewed a fair contribution towards Mr B's fee to be £1000. Ms Motion pointed out that it was correct that the Respondent repaid £20000 but this was after the letter from the Scottish Legal Aid Board pointing out his error. Ms Motion lodged a copy of the

inadequate professional service findings made by the Tribunal in respect of the appeal.

DECISION

The Tribunal was extremely concerned by the Respondent's conduct. As a result of the Respondent's actions, Mrs A effectively paid at private rates for work which was covered by a Legal Aid Certificate. A further advantage was received by the Respondent's Firm, in that it received payment of these fees earlier than would have been the case if it had had to wait for the Legal Aid Board to settle these fees. It is important that solicitors only act in matters in which they are competent and it is clearly stated in the Legal Aid (Scotland) Act 1986 that a solicitor must not take payment from a client privately when a Legal Aid Certificate is in force. The Respondent also failed to provide his client with proper explanations and advise her adequately about Legal Aid at the outset. The public are entitled to assume that solicitors will act in their best interest and in terms and in accordance with the law. The Tribunal however accepted that what had happened in this case was due to incompetence rather than anything more sinister. The Tribunal also took account of the fact that the Respondent responded immediately to the letter from the Legal Aid Board and in effect repaid the money to his client. The Tribunal also took account of the fact that the Respondent had fully co-operated with the fiscal, had tendered a plea of guilty and appeared to be genuinely contrite. The Tribunal was of the view that this appeared to be a one off incident and it happened some time ago. The Tribunal also noted that the Legal Aid Board did not appear to think it necessary to take any action against the Respondent. In the circumstances, the Tribunal considered that there would be no need to restrict the Respondent's practising certificate as the Tribunal did not consider it was likely that anything similar would happen in future. However in order to convey the serious view which the Tribunal took of the Respondent's conduct, the Tribunal imposed a fine of £5,000 in addition to a Censure. The Tribunal made the usual order with regard to expenses and publicity.

Chairman