

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

F I N D I N G S

in Complaint

by

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

against

NORMAN JAMES COWIE, Solicitor of
Cowie & Company, 198 High Street,
Cowdenbeath, Fife

1. A Complaint dated 14 June 2005 was lodged with the Scottish Solicitors' Discipline Tribunal by the Council of the Law Society (hereinafter referred to as "the Complainers") requesting that Norman James Cowie, Solicitor of Cowie & Company, 198 High Street, Cowdenbeath, Fife (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 by the Respondent.
3. In terms of its Rules the Tribunal appointed the Complaint to be heard on 13th October 2005 and notice thereof was duly served on the Respondent.
4. The Complaint called on 13 October 2005. The Complainers were represented by their Fiscal, Paul Reid, Solicitor, Glasgow. The Respondent

was not present and was not represented. The Tribunal noted that a fax had been received by the Tribunal Clerk's office the afternoon prior to the hearing from the Respondent advising that he was seeking an adjournment as he was ill and wished to seek legal representation. The Respondent's fax included a faxed letter from his doctor indicating that he was not fit to attend at the present time. Mr Reid lodged a signed Joint Minute admitting the facts, averments of duty and the averments of professional misconduct in the Complaint as amended. Mr Reid advised that he had spoken with the Respondent earlier that day and that it had been agreed that Mr Reid would make a motion on the Respondent's behalf to adjourn the hearing for mitigation to be presented. Mr Reid stated that the Respondent wished the joint minute to be lodged but sought additional time to instruct a solicitor to represent him at the adjourned hearing. Mr Reid stated that in the circumstances he was not opposing that motion. The Tribunal agreed that in the interests of justice, the hearing would be adjourned until 25 November 2005 at 2pm in order to allow the Respondent to instruct a solicitor to appear for him at that hearing.

5. At the hearing on 25 November 2005 the Complainers were again represented by their Fiscal, Paul Reid, Solicitor, Glasgow. The Respondent was not present and was not represented. The Tribunal noted that a fax had been received by the Tribunal Clerk's office earlier that morning from the Respondent advising that his car had broken down. Subsequently a telephone call was received from the Respondent advising that he would not be able to get to the hearing in time and requesting a further adjournment to allow him to attend. In the circumstances the Tribunal agreed to adjourn the matter until 6 December 2005 to allow the respondent another opportunity to attend to present mitigation on his behalf.
6. At the hearing on 6 December 2005 the Complainers were again represented by their Fiscal, Paul Reid, Solicitor, Glasgow. The Respondent was not present and was not represented. A fax was received from the Respondent earlier that day advising that he did not intend to

attend the hearing and that he had decided instead to submit a written submission in mitigation.

7. The Tribunal found the following facts established

7.1 The Respondent was born on 7 March 1957. He was admitted as a solicitor on 30 September 1981. He was enrolled as a solicitor in the Register of Solicitors for Scotland on 20 October 1981. He was employed with the firm Pagan Osborne Grace and Calders, Solicitors of 5 Falkland Place, Glenrothes from 1 November 1984 until 31 October 1989. He was then employed with Messrs Dundas & Wilson, Solicitors, Saltire Court, Edinburgh from 1 November 1989 to 30 September 1994. Then he was employed with Pirie & Cowie, Solicitors of 208 High Street, Cowdenbeath from 1 October 1994 to 15 November 1996. Then he was employed with the firm Baird & Company of 208 High Street, Cowdenbeath from 18 November 1996 to 13 February 2003. From 14 February 2003 he has practiced on his own account trading as Cowie & Company, 198 High Street, Cowdenbeath, Fife to date.

7.2 **Inspection by Complainers, 27 and 28 September 2004**

On or about 27 and 28 September 2004, the Complainers then acting in pursuit of their statutory duties, inspected the financial records and books of the Respondent. Similar inspections had taken place previously as a result of which a number of concerns were raised. In or about September 2003 an inspection revealed a number of breaches of the Accounts Rules on the part of the Respondent together with a failure on his part to record conveyancing deeds timeously in respect of a number of conveyancing

transactions. A further inspection in March 2004 again revealed a number of breaches of the Accounts Rules. As a result the inspection of the financial records and books of the Respondent were carried out more frequently than would otherwise be the case. The inspection of 27 and 28 September 2004 revealed to the Complainers a number of breaches of the Solicitors (Scotland) Accounts, Accounts Certificates, Professional Practice and Guarantee Fund Rules 2001. In particular the following matters were identified.

- 7.3 The inspection revealed the Respondent had failed to balance the books of his practice on a monthly basis. The Respondent had failed to prepare a monthly trial balance of the books of the practice since January 2004. As a consequence no accurate information was available to the Guarantee Fund Inspectors which would disclose the true financial position of the firm as at each month end.
- 7.4 The inspection revealed the Respondent had failed to reconcile the client bank account at each month end since February 2004. The Respondent had prepared weekly reconciliation from August 2004. The reconciliations had not been prepared on a monthly basis. In addition only one list of client balances had been extracted since February 2004 and the information thereon proved to be grossly inaccurate. As at 23 September 2004 the following discrepancies were identified.

| <u>CLIENT</u> | <u>Balance per Ledger</u> £ | <u>Balance per List</u> £ | <u>Actual</u> £ |
|----------------------|---------------------------------------|-------------------------------------|---------------------------|
| Ms A | 16,268.88 | 16,268.88 | 704.25 |

| | | | |
|-----------------|-----------|-----------|---------|
| Mr & Mrs B | 42,225.25 | 42,225.25 | 573.40 |
| Mr & Mrs C | 17,795.00 | 17,795.00 | 66.00 |
| Ms D | 28,588.00 | 28,588.00 | 88.00 |
| Mr E's Executry | 11,065.62 | 0.00 | 0.00 |
| Mr E's Executry | 48,802.75 | 0.00 | 95.02 |
| Ms F | 140.40 | 140.00 | 140.40 |
| Ms G | 35.00 | 0.00 | 35.00 |
| Ms G | 126.00 | 1.26 | 126.00 |
| Mr & Mrs H | 215.00 | 2.15 | 215.00 |
| Mrs I | (35.00) | 0.00 | (35.00) |
| Ms J | (19.00) | (5.00) | (19.00) |

The inaccurate information on the client list revealed to the Inspectors that not all of the intromissions with client funds recorded in the cash book kept by the Respondent had been entered by the Respondent to the client ledger as a consequence of which the recorded total of the client balances could not be relied upon. Fortunately whilst there appeared to the Inspectors to be a surplus within the client account, until such times as the client ledgers were properly and accurately written up, the true position would not be revealed.

7.5 Following the earlier inspection, the Respondent made efforts to re-write the client ledger from February 2004. He had failed to do so properly. He failed to prepare the client ledger in a chronological order. He failed to include all the transactions which had taken place. In particular a number of transactions had not been posted, examples of which were as follows: -

7.5.1 Ms A 14 April 2004 Paid T Blair & Son
(£9,416.50)

- 7.5.2 Ms A 14 April 2004 Paid Client (£6,148.13)
- 7.5.3 Mr & Mrs B 14 June 2004 Paid Royal Bank of Scotland redemption (£41,651.85)
- 7.5.4 Mr & Mrs C 3 June 2004 Transfer Ms D (£28,500)
- 7.5.5 Mr & Mrs C 3 June 2004 Paid Abbey National Redemption (£46,317.00)
- 7.5.6 Ms D See above 3.6.04 (£28,500)
- 7.5.7 Mr E's Executry 3 June 2004 Paid Mrs K (£10,123.87)
- 7.5.8 Mr E's Executry 3 June 2004 Paid Mr L (£46,649.48)
- 7.5.9 Mr M 2 July 2004 Received Alliance & Leicester plc stage payment (£14,970)
- 7.5.10 Mr M 5 July 2004 Paid client (£14,970)
- 7.5.11 Ms N an examination of the files disclosed two payments of recording dues having been made of £396.44. There is nothing on the client ledger to reflect these payments having been made.
- 7.5.12 In addition the narrative employed by the Respondent on a number of ledger entries did not fully describe the entry. For example Mr O receipt noted as "by SDVP". No details of the actual source nor was it easy to make out the date.
- 7.5.13 Mr & Mrs BK Debit on 4 March 2004 posted to credit column.

7.5.14 Ms P Payment on 22 March 2004 of £27,803.88 is noted as going to the client however the cheque is actually payable to Mr Q.

7.5.15 AD & AE – receipt of Northern Rock funds merely noted as SDVP on 13 May 2004.

7.5.16 Mr R – file has a receipted Form 4 inside however the ledger does not disclose a payment being made.

7.5.17 Mr & Mrs S – the ledger does not contain any narrative re. receipt of £16,000 on 12 May 2004 and £75,000 on 13 May 2004. Only the figures have been entered.

7.6 The Respondent operated an agency with the Dunfermline Building Society. The inspection of the accounts operated with the Dunfermline Building Society revealed a number of matters of concern. In particular the accounts kept by the Respondent did not include a deposit made on 23 September 2004 of £97,800 in respect of the Ms T Executry. Further the inspection revealed a number of entries in respect of lodgements and withdrawals from the Dunfermline Building Society which were recorded in a ledger for U Executry but which were not extended to the other funds column.

7.7 The inspection also revealed a number of conveyancing transactions in which the Respondent had concluded the transaction and following settlement had failed to present the necessary conveyancing documentation for registration.

In particular the inspection revealed the following transactions where deeds had not been recorded.

7.7.1 Company 2 – Property 28, Clydesdale Bank Discharge lying on file from April 2004.

7.7.2 Mr & Mrs V – Re-mortgage of Property 1 in June 2004 on file two Discharges in respect of Bank of Scotland and Futures Mortgages Loans and the Birmingham Midshires Building Society Standard Security.

7.7.3 Mr W & Mr X – Purchase of Property 2 settled 8 April 2004. On file Disposition and Standard Security in favour of Royal Bank of Scotland plc.

7.7.4 Mr & Mrs Y – Purchase of Property 3, settled 2 June 2004. On file the Disposition and Standard Security in favour of Dunfermline Building Society.

7.7.5 Mr & Mrs Z – Re-mortgage of Property 4 settled 16 April 2004. On file the Preferred Mortgage Discharge and Standard Security in favour of Birmingham Midshires.

7.7.6 Company 3 – Purchase of Property 5. Settled 21 May 2004. On file the Disposition and Standard Security in favour of HBOS.

- 7.7.7 Ms AB – Purchase of Property 6. Settled 10 August 2004. Disposition and Standard Security in favour of Dunfermline Building Society on file.
- 7.7.8 Mr & Mrs AC – Purchase of Property 7. Settled 28 July 2004. On file Disposition and Standard Security in favour of Royal Bank of Scotland plc.
- 7.7.9 Mr & Mrs AC – Purchase of Property 8. Settled 14 June 2004. Cheque in respect of recording dues issued on 12 July 2004 but no receipted Form 4 on file. File disclosed the client was reminded on 7 July 2004 to return the Land Transaction Tax Return Form (SDLT).
- 7.7.10 AD/AE – Purchase of Property 9. Settled 14 May 2004. Disposition and Standard Security in favour of Northern Rock plc on file. Stamp duty not paid.
- 7.7.11 Mr & Mrs AF – Purchase of Property 10. Settled 6 August 2004. Disposition and Standard Security in favour of Northern Rock plc on file.
- 7.7.12 Ms D – Purchase of Property 11. Settled 2 June 2004. Disposition and Standard Security in favour of Halifax plc on file.

7.8 The inspection revealed that the Respondent had kept no separate record of the transfer of funds between the client ledgers of Ms D and Mr & Mrs C of £28,500 which occurred on 3 June 2004.

7.9 The inspection also revealed a number of client credit balances which were of considerable size and which had been held as at the date of inspection but which had not been invested by the Respondent. As a result of the failure on the part of the Respondent to invest these sums, the clients had been denied the interest which should have accrued thereon. Examples of this included: -

7.9.1 AG – Balance brought forward from 28 February 2004 - £917.25.

7.9.2 Ms AH Executry – Held from 1 September 2004 - £21,554.03.

7.9.3 Ms U Executry – Held from 1 June 2004 - £2,569.94.

7.9.4 Mr & Mrs AJ – Brought forward from 28 February 2004 - £836.62.

7.9.5 AK – Brought forward from 28 February 2004 - £1,171.75.

7.9.6 Mr AL & Ms AM – Held from 14 June 2004 - £998.90.

7.9.7 Mr & Mrs AN – Held from 14 April 2004 - £643.

7.9.8 Mr & Mrs AO – Brought forward from 28 February 2004 - £658.88.

7.10 The inspection also revealed that cheques written by the Respondent to banks and building societies on behalf of his client were being written with the number of the account on

the PAYEE line. This was in contravention of the Rule that it requires the client's name to be used and not the account number. An example was on 14 September 2004 a cheque made payable to Abbey National for £36,470.71 – account number quoted 7440930.

7.11 The inspection revealed that the Respondent had failed to comply with his obligations in terms of anti money laundering regulations. An examination of certain files by the Inspectors, revealed the Respondent had failed to make efforts to verify the identity of his client. These includes the clients Mr AP, Company 3, Mr M, Mr & Mrs B, Ms AD / Mr AE, Mr & Mrs AF, Ms D and Mr Y.

7.12 A review of the conveyancing files operated by the Respondent revealed that residential conveyancing terms of business letter in respect of the transactions had not been issued to the clients of the Respondent. Examples included: -

7.12.1 Company 3 – Purchase of Property 5.

7.12.2 Mr M – Purchase of Property 12.

7.12.3 Mr & Mrs AC – Purchase of Property 8.

7.12.4 Mr & Mrs AC – Purchase of Property 7.

7.12.5 Ms AD & Mr AE – Purchase of Property 9.

7.12.6 Ms D – Purchase of Property 13.

7.13 The Inspectors had caused to examine the conveyancing files for Company 4. This revealed a cheque for the sum of £22 dated 22 November 2003 which was made payable to the Registers of Scotland in respect of a Discharge of

Standard Security. The cheque for £22 was lying on the file unencashed and was now out of date.

7.14 Following the September 2004 Inspection the Complainers wrote in some detail to the Respondent identifying and explaining the numerous breaches of the 2001 Accounts Rules which the inspection had revealed. They requested that the Respondent provide them with a reply to the matters which they had raised. They requested in particular that the Respondent attend to the administration of his financial records and books and to ensure that they were written up to date. In particular the Complainers requested that the Respondent attend to the outstanding conveyancing matters. This letter was dated 5 October 2004. In response the Complainers heard nothing from the Respondent. As a result the Complainers required to write a number of reminders to the Respondent requiring from him a detailed response in respect of the matters he had done in response to the points raised. Regrettably despite the best efforts of the Complainers the Respondent failed to adequately reply to efforts made.

7.15 As a result of the concerns identified by the inspectors in earlier inspections, the Complainers acting in pursuit of their statutory duties on 13, 14 and 15 April 2005 inspected the financial records and books of the Respondent.

7.16 At this most recent inspection it was revealed a number of conveyancing transactions in which the Respondent had concluded the transactions involved and following settlement had failed to present the necessary conveyancing documentation for registration. In particular the inspection

revealed the following transactions where deeds had not been recorded: -

- 7.16.1 AQ – purchase of Property 14. The transaction settled on 2 February 2005, as at the date of inspection the Disposition and Standard Security in favour of Halifax plc had not been recorded.
- 7.16.2 Mr AR – Purchase of Property 15. The transaction settled on 28 January 2005. As at the date of inspection the Disposition and Standard Security in favour of Halifax plc had not been recorded.
- 7.16.3 Ms N & AS – Purchase of Property 16. The transaction settled on 21 May 2004 but the Disposition and Halifax Standard Security had not been recorded.
- 7.16.4 Company 3 – Purchase of Property 5. The transaction settled on 21 May 2004 but the Disposition and Bank of Scotland plc Standard Security had not been recorded.
- 7.16.5 Mr AT – Purchase of Property 17. The deeds in relation to the Bank of Scotland Standard Security and Disposition were sent for registration on 12 April 2005. No receipted Form 4 was available on the file.
- 7.16.6 AU – Purchase of Property 18. The transaction settled on 17 September 2004 but the Disposition

and Standard Security in favour of Nationwide plc had not been recorded.

7.16.7 AV & AW – Purchase of Property 19.

The transaction settled in April 2004 but the Disposition and Royal Bank of Scotland plc Standard Security had not been recorded.

7.16.8 Mr & Mrs Y – Purchase of Property 3.

The transaction settled in June 2004 but the Disposition and Standard Security had not been recorded.

7.16.9 AX & AY – Transfer of Title.

An examination of this file revealed a Discharge which remained unrecorded.

7.16.10 Ms AZ – Sale

The inspection revealed that both a National Westminster and Welcome Finance plc Discharges lay on the file unrecorded.

7.16.11 Company 4

This was a transaction identified from the earlier inspection. The Deeds had only been sent for registration on 13 April 2005. The receipted Form 4 was not on the file.

7.16.12 Ms BA – Purchase of Property 20

The transaction settled in February 2005. Another firm were dealing with the security work. The position was not clear from the examination of the file. There was no receipted Form 4.

- 7.16.13 BB & BC – Purchase of Property 21
The Halifax plc Security had been sent for registration on 14 April 2005.
- 7.16.14 BD – Sale of Company 5
The transaction settled in April 2004. The Disposition lay on the file unrecorded.
- 7.16.15 BE – Sale of Property 22
The Discharge was sent for recording on 12 April 2005. The receipted Form 4 was not on the file.
- 7.16.16 BF – Purchase of Property 23
The transaction settled on 23 November 2004 but the Standard Life Standard Security and Disposition had not been recorded.
- 7.16.17 Mr BG – Purchase of Property 24
The transaction settled in September 2004. The Disposition and Halifax plc Standard Security had not been recorded.
- 7.16.18 AD/AE – Purchase of Property 9.
This transaction had been identified in the earlier inspection. Despite this, the deeds had not been sent for registration.
- 7.16.19 Mr & Mrs BH – Purchase of Property 25.
The transaction settled in October 2004. The Disposition and Standard Security in favour of Alliance & Leicester plc remained on the file and had not been recorded.

7.16.20 Mr & Mrs BI– Remortgage Property 26

The remortgage settled in June 2004. Discharges of the loans involving Future Mortgages, Bank of Scotland and Associate together with a Standard Security in favour of the Birmingham Midshire lay on the file unrecorded.

7.16.21 Ms BJ – Purchase of Property 27.

The transaction settled on 7 September 2004. The Abbey National Standard Security and a Discharge by Dunfermline Building Society plc and the Disposition lay on the file without having been recorded.

8. Having considered the foregoing circumstances the Tribunal found the respondent guilty of Professional Misconduct in cumulo in respect of his failure to record Dispositions, Standard Securities and Discharges timeously, his unreasonable delay in responding to the reasonable enquiries of the Law Society and his breach of Rules 6, 8, 9, 11 and 24 of the Solicitors (Scotland) Accounts Etc Fund Rules 2001.
9. Having considered the Respondent's written mitigation the Tribunal pronounced an Interlocutor in the following terms :-

Edinburgh 6 December 2005. The Tribunal having considered the Complaint dated 14 June 2005 at the instance of the Law Society of Scotland against Norman James Cowie, Solicitor of Cowie & Company, 198 High Street, Cowdenbeath, Fife; Find the Respondent guilty of Professional Misconduct in cumulo in respect of his failure to record Dispositions, Standard Securities and Discharges timeously, his unreasonable delay in responding to the reasonable enquiries of the Law Society and his breach of Rules 6,

8, 9, 11 and 24 of the Solicitors (Scotland) Accounts Etc Fund Rules 2001; Censure the Respondent and Fine him in the sum of £3000 to be forfeit to Her Majesty and Direct in terms of Section 53(5) of the Solicitors (Scotland) Act 1980 that with effect from 28 February 2006, any practising certificate held or issued to the Respondent shall be subject to such restriction as will limit him to acting as a qualified assistant to and being supervised by such employer or successive employers as may be approved by the Council or the Practising Certificate Committee of the Council of the Law Society of Scotland for a period of ten years; and Find him 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 £11.85: and Direct that publicity will be given to this decision and that this publicity should include the name of the Respondent.

signed

Alistair M Cockburn

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

On behalf of the Law Society Mr Reid advised that the Joint Minute accepted the facts and the averments of professional misconduct. He acknowledged Mr Cowie's co-operation and advised that as a result no evidence required to be led.

SUBMISSIONS FOR THE COMPLAINERS

Mr Reid advised that the Respondent is aged 48 and was admitted as a solicitor in 1981 and therefore has had 24 years in the profession. Mr Reid stated that the Respondent's employment history is as stated in Article 1.1 of the Complaint and that since 14 February 2003 the Respondent has been a sole practitioner in Cowdenbeath. Mr Reid stated that the inspection in 2004 highlighted a number of concerns. Previous inspections had led to the Respondent being inspected more often than is usual. Mr Reid stated that the Complaint specifies a number of breaches of the Accounts Rules and accepted that in isolation the Tribunal may not consider that these amount to professional misconduct. However Mr Reid considered that these taken together with the other averments could amount to professional misconduct. Mr Reid referred to the Respondent's failure to complete several conveyancing transactions. He stated that months elapsed before the Respondent would complete transactions. He referred to the Inventory of Productions which had been lodged containing the working papers of the inspection. Mr Reid stated that there were a number of letters to the Respondent from the Complainers requesting that he attend to matters. In particular he referred to pages 16 and pages 19-24, which contained examples of such correspondence to the Respondent. Mr Reid advised that as a result of the Respondent's apparent inability to deal with these matters a further inspection was arranged in April 2005. In the course of the second inspection regrettably a considerable number of conveyancing files, which were different from the ones identified in the first inspection, were found where transactions had not been completed placing clients and mortgage lenders at risk. In some of the files the transactions had remained dormant for some months.

Mr Reid referred to the Respondent's suggestion in his letter before the Tribunal today that a system has now been put in place to prevent this from happening in the future. However Mr Reid stated that this assurance was given to the inspector in the course of the first inspection. Mr Reid stated that the Respondent had not given any real reason why these problems had arisen.

Mr Reid invited the Tribunal to find that professional misconduct had been established in relation to the Respondent's failure to complete conveyancing transactions, his failure to reply to matters raised by the Law Society and thirdly his breaches of the Accounts Rules.

SUBMISSIONS FOR THE RESPONDENT

The Tribunal considered the Respondent's letter of 6th December 2005 in mitigation. The Respondent stated in that letter that a Joint Minute of Admissions was lodged at the first available opportunity. He stated that the difficulties that were encountered in complying with the Accounts Rules took place when he did not have a cashier and was attempting to deal with all matters in relation to the practice himself. He advised that two very close family members died in quick succession and that he himself became ill and matters got on top of him at that time. He stressed however that at no time were clients' funds put at risk and there was always a considerable surplus in the account.

The Respondent's letter went on to state that his legal cashier joined him in August 2004 and since that time, subject to one or two minor matters, the books of the firm have complied with the Law Society requirements.

In relation to the registration and recording of deeds, the Respondent's letter advised that procedures have now been put in place to ensure that deeds are recorded timeously and are not overlooked.

The Respondent's letter confirmed that he is the sole partner of the firm and employs four non-legally qualified members of staff.

The Respondent's letter concluded by requesting that in considering the disposal of this matter the Tribunal should take into account the fact that he has had an unblemished record in practice since October 1981 when he was admitted as a solicitor. The letter requested that if the Tribunal were minded to impose a sentence which would mean that the Respondent could not carry on his present practice that any such decision should take effect from 31st March 2006 to enable him to wind up or otherwise dispose of his practice, to enable staff to find other jobs and to ensure that clients' interests are properly catered for.

DECISION

The Tribunal was of the view that the Respondent had demonstrated a wilful disregard for the welfare of his clients both individual, and corporate in terms of lending institutions, by his persistent failure to record deeds without delay. Against this background the Tribunal also found professional misconduct established in terms of the various breaches of the Accounts Rules and failures to respond to enquiries from the Law Society, although the Tribunal recognised that these matters alone may not have been sufficient to establish professional misconduct which was conceded by the Law Society's Fiscal. The Tribunal was of the view that it was necessary to restrict the Respondent's practising certificate for the period of ten years to protect the public interest. The Tribunal had no belief that without supervision the Respondent would not, if under pressure once again, ignore his responsibility to his clients in terms of recording deeds and to his profession in terms of maintaining his business books to the standard expected of him by the Accounts Rules. In view of the fact that the Respondent is a sole practitioner and also in view of his request that a period of time be given to him to allow him to make the necessary arrangements for his practice, the Tribunal agreed that the restriction would not take effect until 28th February 2006. The Tribunal fined the Respondent in the sum of £3000 and made the usual order for publicity and expenses.

Chairman