

IN THE MATTER OF JOHN HUNTER WRIGHT, solicitor

- AND -

IN THE MATTER OF THE SOLICITORS ACT 1974

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Mrs E Stanley (in the chair)  
Miss N Lucking  
Mr M G Taylor CBE

Date of Hearing: 9th July 2007

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## **FINDINGS**

of the Solicitors Disciplinary Tribunal  
Constituted under the Solicitors Act 1974

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An application was duly made on behalf of The Law Society by George Marriott, solicitor advocate and partner in the firm of Gorvins Solicitors, 4 Davy Avenue, Knowlhill, Milton Keynes, MK5 8NL on 1st February 2007 that John Hunter Wright of R M Bull & Co, 152 Chiswick High Road, London, W4 1PT, solicitor, might be required to answer the allegations contained in the statement which accompanied the application and that such order might be made as the Tribunal should think right.

The allegations against the Respondent as amended with the consent of the Tribunal were that he had been guilty of conduct unbecoming a solicitor in that he:

- 1) Wrote a letter dated 10th November 2004 which was inaccurate;
- 2) Underdeclared the value of an estate;
- 3) Was responsible for unreasonable delay in the conduct of professional business;

- 4) Failed to report to his lender client in the Certificate of Title or elsewhere matters which he was under a professional duty to report and thereby was in breach of Rule 6(3)(c)(iv) of the Solicitors Practice Rules 1990;
- 5) Failed to deal properly and substantively with correspondence from The Law Society;
- 6) Failed to comply with an undertaking;
- 7) Failed to comply with conditions imposed upon his Practising Certificate.

By a supplementary statement of George Marriott dated 10th April 2007 it was further alleged against the Respondent that he had been guilty of conduct unbecoming a solicitor in that he:

- 8) Failed to register a mortgage within the priority required by the lender contrary to Rule 6(3)(xix) of the Solicitors Practice Rules 1990.

The application was heard at the Court Room, 3rd Floor, Gate House, 1 Farringdon Street, London, EC4M 7NS on 9th July 2007 when George Marriott appeared as the Applicant and the Respondent was represented by Peter Harland Cadman, solicitor and partner in the firm of Russell-Cooke Solicitors, 8 Bedford Row, London, WC1R 4BX.

The evidence before the Tribunal included the admissions of the Respondent to the allegations as amended. A copy of a letter dated 10th November 2004 from the Respondent ("GM1") was handed up by the Applicant and a copy of a letter dated 5th July 2007 from Messrs Sutton-Mattocks & Co Solicitors ("JHW2") was handed up on behalf of the Respondent during the hearing.

**At the conclusion of the hearing the Tribunal made the following Order:**

The Tribunal Orders that the Respondent John Hunter Wright of R M Bull & Co, 152 Chiswick High Road, London, W4 1PT, solicitor, do pay a fine of £8,000, such penalty to be forfeit to Her Majesty the Queen, and it further Orders that he do pay the costs of and incidental to this application and enquiry fixed in the sum of £15,500.

**The facts are set out in paragraphs 1 to 57 hereunder:**

1. The Respondent, born in 1945, was admitted as a solicitor in 1971 and his name remained on the Roll of Solicitors. The Respondent practised under the style of RM Bull & Co as a sole practitioner from 152 Chiswick High Road, London, W4 1PT.
2. Following authorisation, The Law Society commenced an inspection of the Respondent's books of account on 21st September 2005 leading to a Report dated 24th November 2005 and a further Report dated 26th June 2006.

EW Deceased

3. The Respondent acted for the estate of EW who died on 11th July 2003. She had made a will dated August 1999 making the Respondent and his then partner executors and trustees. In May 2005 probate was granted to the Respondent with a power reserved to his former partner.
4. The gross value of the estate on the Grant of Probate was expressed to be £247,726 comprising assets in cash, investments and savings accounts. Under the terms of her will, EW left her entire estate to RA and RO. RA had predeceased her and under the terms of her will, RA's share passed to NE and FE. All the beneficiaries were resident in Hungary.
5. EW last lived in a residential home, and the home wrote to the Respondent telling him that EW's assets were worth at least £356,449.
6. The Law Society also noticed that within the file there was a letter from the NSI who had confirmed to the Respondent in July 2003 that EW had a holding with them of £282,499.11.
7. Solicitors in Budapest acting on behalf of one of the beneficiaries, NE, sought information from the Respondent about an anticipated date of distribution.
8. On 10th November 2004 the Respondent wrote to NE's solicitors that he was ready to make an application for a Grant of Probate and the papers would be lodged in a few days. However, he did not apply for a Grant of Probate until April 2005.
9. The Respondent submitted a form IHT205 to the Probate Registry. This form was to be used only where there was no liability for inheritance tax. At the time of EW's death the threshold for the liability for inheritance tax was £255,000. The assets were stated as £247,726.
10. Nonetheless the Respondent's file demonstrated two IHT200 forms which were to be used when inheritance tax was payable in which the gross assets of the estate were stated to be £295,281 and £300,331. The Respondent had completed a declaration on both of those forms indicating his wish to apply for a Grant of Probate.
11. The Respondent's explanation to The Law Society as to why he had completed two IHT200 forms was that he could not recall but that it was probably immediately before he had prepared the IHT205.
12. When asked for an explanation as to the discrepancy the Respondent stated "I can't explain that at all. I have got no idea how I arrived at that figure. All I can say is that at that time I was quite justifiably being chased by The Law Society and did it in a bit of rush. I have no working papers".
13. The Respondent's explanation for inserting a lower figure which produced no IHT liability was that it was "in error".

14. The Respondent's further explanation for submitting the IHT205 which was totally inappropriate in view of an IHT liability was that "I must have reviewed the figures and overlooked an asset which caused me to decide that IHT205 would be adequate. Possibly that Nationwide £47,000". He refuted the suggestion that he had deliberately understated the value of the estate.
15. On an examination of an interim cash statement sent to the solicitors acting for NE, The Law Society noted that £40,000 was reserved for Inheritance Tax. The Respondent agreed that any IHT liability was always paid before probate could be granted. The Respondent conceded that that would have been the case had he put the correct figures in the Inland Revenue account. Using the Respondent's cash statement, the IHT liability was in fact £52,320.80.
16. The Respondent's explanation was that he had spoken to the Inland Revenue concerning the underdeclaration but also stated that he made no attendance note of that conversation.
17. When asked about how he had calculated the liability for IHT, he stated that it was "a round figure". The Law Society noticed that two pensioners' bonds worth £20,000 did not appear on the cash statement. The Respondent's explanation was that they had not been encashed and that he had overlooked them.

#### Purchase of a flat in Chiswick Lane

18. Initially the Respondent's partner took instructions concerning the purchase of the above property for £191,000. He acted for the purchaser and the institutional lender. The Respondent took over the handling of the matter from 6th April 2004. The purchaser was buying the property with the assistance of a mortgage totalling £191,250. The seller was the purchaser's father who was selling on behalf of his late daughter. The seller did not instruct solicitors to act for him. The purchase was completed in May 2004.
19. A review of the file showed that:
  - the purchase price was £225,000;
  - the purchaser proposed to use the mortgage monies in respect of two unrelated purchases of property and for himself;
  - the Respondent must not release the mortgage advance if the purchase price was less than £225,000 unless the difference was 5% or less (i.e. a maximum of £11,250);
  - the Certificate of Title dated 6th May 2004 which the Respondent completed asserted the purchase price to be £225,000;
  - the TR1 stated that the transferor had received £191,000;
  - the vendor's daughter had bought the property in March 2003 for £165,000;
  - the purchaser was already living in the property to be purchased;

- the purchaser's instructions were that he had paid the vendor already.
20. When asked to explain the discrepancy between the price notified to the lender and the price actually paid (£225,000 - £191,000 = £34,000), the Respondent indicated that it was because of pressure of work. He also agreed that he had not followed the mortgagee's instructions for the same reason. Further, there was no evidence that the institutional lender had been advised that the purchase price paid was less than the amount set out in the instructions.
  21. An examination of his client's application for a mortgage showed that he was raising money on the property for further investments.
  22. The Respondent also conceded that SDLT had not been paid and that no application to register title on the mortgage had been made.
  23. The title deeds were requested by the institutional lender from the Respondent in October 2004. Further reminders were sent later that month and in, November and December 2004 and in January 2005 the Respondent was told that he would be suspended from their panel.
  24. The Respondent had agreed that in not undertaking a search to obtain priority, he had not acted properly for the mortgagee or in their best interest.

#### Registration of titles and mortgages

25. The Respondent conceded that he had been removed from a panel by a further institutional lender because of the late return of deeds, and on the review of a number of client matters The Law Society discovered that SDLT had not been paid and the Respondent had not effected registration of title at HMLR. The Law Society prepared a schedule of 21 conveyancing transactions between November 2003 and May 2005 where such shortcomings were noted. One transaction is exemplified below.

#### Purchase of a property at Mary Green

26. The Respondent acted for the two purchasers of this property for a consideration of £94,000 where a mortgage for the same sum was to be advanced by an institutional lender for whom the Respondent also acted. The purchase was completed in May 2004 and as at October 2005 SDLT was unpaid and title to the property and the mortgage had not been registered. The priority period given by the Land Registry had expired in June 2004 and the Respondent confirmed he had not extended it.
27. In August 2004 the institutional lenders asked for title information documents or the reasons for the delay. They received no reply and sent reminders in October and December 2004. In August 2005, the institutional lenders having made enquiries with the Land Registry, told the Respondent that their legal charge had not been registered and asked for a report as to why there had been a delay and what action the Respondent proposed to take.

28. The Respondent wrote back in September 2005 stating to them that he had “encountered problems with the Inland Revenue regarding SDLT”. The Respondent told The Law Society that the problems were “pressure of work”.
29. The Law Society continued with their inspection in June 2006 leading to a short further report dated 24th June 2006. The Law Society concentrated on the Respondent’s continued failure to register title, mortgages and where appropriate to pay SDLT.
30. With regard to approximately one half of the matters drawn to the Respondent’s attention in the earlier inspection, the post-completion matters had not been attended to by the Respondent.
31. The Respondent’s explanation at the time was pressure of work. The Law Society wrote to him on 5th July 2006 for an explanation. After a reminder dated 21st July 2006 the Respondent’s explanation in writing was in summary that the retirement of his partner and difficulties in recruiting staff were the cause of his problems.

#### Explanation with warning

32. Following the Forensic Investigation Report The Law Society wrote to the Respondent on 19th December 2005 asking for an explanation. The Respondent requested an extension of time from 17th January until 3rd February 2006 but the Respondent failed substantively to respond to the allegations, in that period.

#### IM Deceased

33. IM died in April 2000 and the Respondent was appointed the sole executor of the Estate. In September 2005 relatives complained to The Law Society about the failure to administer the estate and the Respondent’s failure to reply to correspondence sent by relatives in connection with the Estate.
34. The Law Society wrote to the Respondent by letter dated 10th January 2005 asking for an explanation, again on 30th September 2005 and again on 20th October 2005 following a telephone conversation with the Respondent whereby he agreed to give a substantive reply by 27th October 2005. Following an adjudication, an IPS award was made against the Respondent on 24th February 2006. The matter was then transferred from the Consumer Complaint Service Division of The Law Society to the Conduct Assessment and Investigation Unit. They wrote to the Respondent on 23rd June 2006 concerning the extant delay in administering the Estate. A reminder was sent on 19th July 2006 and a further reminder on 28th July 2006. In that letter, the Respondent was warned that disciplinary proceedings would follow unless he gave a substantive reply. No reply was forthcoming and by letter dated 30th August 2006 the Respondent was notified that the matter would be referred to the Tribunal. No response had been received from the Respondent.

Failure to comply with undertaking

35. S & D, another firm of solicitors, acted for a client in connection with his purchase of property and the Respondent acted for the vendor. The matter completed in October 2005.
36. Requisitions on title were raised with the Respondent on 23rd September 2005. The requisition at 4(A) stated that “all subsisting mortgages or charges must be discharged on or before completion (this includes, but is not limited to, repayment of any discount under the Housing Act 1985 - Right to Buy; Housing Association Discount and/or Local or Other Authority Discount). **Your confirmation will be treated as an undertaking to do so**”.
37. The Respondent replied to the requisitions on 27th September 2005 confirming as a reply at 4(A) “the only mortgage of which we are aware is that in favour of the Bank of Scotland dated 4th March 2003”.
38. The Respondent also confirmed in the replies that a vacating receipt or discharge of the receipted charge would not be handed over on completion but that he would give a written undertaking on completion to hand one over later.
39. The title deeds were sent to S & D on 27th October 2005 but they did not receive an undertaking in respect of the outstanding charge in favour of the Bank of Scotland. The Respondent confirmed with regard to the service charge as follows “we apologise for the delay but we have still not been able to extract the relevant information regarding the service charge from the lessors. When that information is forthcoming we will pay the appropriate proportion to the date of completion and we will confirm to you when that is the case”.
40. S & D wrote to the Respondent concerning these issues on 28th October, 3rd November, 4th November, 14th November, 24th November, 29th November and 2nd December 2005. Eventually the Respondent replied by fax dated 2nd December and explained that he was unaware of the service charge and was taking instructions. Further letters were sent by S & D to the Respondent on 5th and 14th December 2005 but no response was received.
41. The Local Authority notified S & D of the breakdown of the service charges and the Respondent was invited to forward a cheque to the Local Authority in accordance with his letter. He did not do so.
42. The Local Authority also stated that they had written four letters to the Respondent requesting payment of the service charge arrears totalling £14,186.82 but he had not replied. It was the case that as S & D’s clients had taken over the responsibilities of the lease then their client had also taken over the responsibility to settle the arrears.
43. Breach of undertaking allegations were raised with the Respondent on 22nd February 2006. No response was received. A reminder was sent on 8th March. The Respondent did not reply.

44. No evidence of discharge for either the mortgage or the service charge arrears was provided and solicitors acting for the Bank of Scotland confirmed that they were making an application for an order for possession of the flat.
45. By letter dated 6th June 2006 the Respondent indicated to The Law Society that the problems which had delayed the matter were overcome and this was confirmed by the Bank's solicitors by letter dated 13th June 2006.
46. The position was still unresolved with regard to the service charge. By decision dated 5th July 2006 an Adjudicator directed that the matter be referred to the Tribunal

Breach of Practising Certificate conditions

47. Following the decision to refer the Respondent to the Tribunal, The Law Society considered whether conditions should be placed upon the Respondent's Practising Certificate pursuant to Section 13A of the Solicitors Act 1974. By a decision dated 4th May 2006 conditions were imposed upon the Respondent's Practising Certificate to prevent him continuing with any probate instructions or taking on any fresh probate instructions with certain limited exceptions. The conditions came into force immediately. He was also required to take a minimum of 8 hours CPD training within conveyancing, probate, and client care. He was notified by letter dated 8th May 2006.
48. By letter dated 5th June 2006 the Respondent was invited to confirm to The Law Society that he was complying with the conditions. The response from the Respondent was to appeal, out of time, the decision of the Adjudicator and to tell The Law Society that he had appointed an assistant and that he would put certain probate files "on hold". In a later letter he sought clarification from The Law Society as to the status of the decision pending the appeal and was told in terms that the decision was not suspended pending the appeal.
49. The Respondent's appeal was dismissed on 24th August 2006 and by letter dated 11th September the Respondent was again invited to confirm that he was complying with the conditions on his Practising Certificate.
50. On 21st September 2006 The Law Society visited the Respondent's premises and discovered that he had not transferred his probate files to other solicitors. The Respondent wrote to The Law Society to indicate to them that he would refer any future probate instructions to a local solicitor and enquired whether the condition affected all probate cases in which he was currently instructed. The response by The Law Society to him made it plain once more how the conditions on his Practising Certificate worked by their letter dated 26th September 2006.
51. Despite that, the Respondent by letter of 12th October 2006 continued to prevaricate with the result that The Law Society advised the Respondent that unless the condition was complied with, they would consider an intervention into his practice. There was then a further exchange of correspondence but by letter dated 8th December the Respondent confirmed he would then comply immediately with the conditions.
52. In 2004 the Respondent was instructed by an institutional lender on a mortgage in respect of a flat in Leatherhead. Completion took place on 20th May 2004.

53. By letter dated 17th May 2004 the Respondent completed the Certificate of Title but did not register the institutional lender's charge.
54. The institutional lender wrote to the Respondent by letters dated 7th November 2005, 20th March 2006, 7th April 2006, 5th June 2006, 9th June 2006 and 20th June 2006, none of which elicited a response from the Respondent.
55. The institutional lender therefore complained to The Law Society by letter dated 21st June 2006. The Law Society wrote to the Respondent by letter dated 11th October 2006 seeking his explanation and by letter dated 13th October 2006 the Respondent confirmed that the SDLT due had been paid and the delayed registration had been dealt with.
56. Prior to adjudication the Respondent wrote a further letter to The Law Society indicating that he could not usefully add anything save that he had been reinstated to the panel of the institutional lender.
57. Other than those two letters, the Respondent failed to deal with any of the requests from The Law Society set out in their letter of 11th October 2006.

#### **The submissions of the Applicant**

58. The Applicant sought leave of the Tribunal, which It was granted, to amend certain allegations and to withdraw an allegation.
59. The Respondent was a solicitor who had been floundering with a huge amount of work. Dishonesty was not alleged against the Respondent.
60. In the matter of EW Deceased the Respondent was "fire fighting". It had been easier to apply for a grant which did not cross the IHT threshold. If the estate was over that threshold the form was more complicated and IHT had to be paid before the Grant of Probate. It was not alleged that the Respondent would benefit in any way other than getting work done which he was under pressure to do then tidying up the mess later.
61. In relation to the flat in Chiswick Lane, the mischief lay in the Respondent's failures at paragraph 20 above. Further, the Respondent had been responsible for unreasonable delay in the conduct of the matter.
62. The Respondent had signed and accepted the schedule prepared by the Investigation Officer (paragraph 25 above).
63. Even now the Respondent had not responded substantively to the first Report.
64. The matter of IM was an example of unreasonable delay. The Respondent had given no explanation in relation to issues of conduct.
65. In relation to the breach of undertaking the Local Authority involved were waiting until the end of the present proceedings even though the Applicant had advised them

that the Tribunal had no power to order payment in respect of the undertaking. There was a continuing breach in relation to the service charge.

66. The Practising Certificate conditions had been imposed immediately so the Respondent had been under an obligation to dispose of all of his probate files with the limited exception of certain family matters. There was no evidence from the Respondent that he had appointed an assistant solicitor.
67. Despite the decision as to the Practising Certificate conditions being made on 4th May 2006 and communicated to the Respondent by letter dated 8th May 2006 it was not until December 2006 that he became compliant, a delay of seven months.
68. The Tribunal would be aware that The Law Society imposed the condition in connection with probate cases primarily for the protection of the public and in the light of the number of probate cases the Respondent was handling where there were complaints about his conduct. The Tribunal was specifically referred to EW Deceased and IM Deceased. In addition, and at the time the condition was imposed on 4th May 2006, The Law Society was investigating five other matters following complaints, three of which related to probate matters and two of which related to conveyancing matters.

#### **The submissions on behalf of the Respondent**

69. All the conveyancing matters were now resolved and all penalties had been paid by the Respondent without any loss to clients.
70. The Tribunal was referred to the correspondence submitted by the Respondent which dealt with the appointment of a solicitor from Northern Ireland. The solicitor was due to attend on 4th January 2004 but never did attend due to tragic personal circumstances.
71. The Respondent had placed four advertisements in The Law Society Gazette to replace his partner after the latter's retirement. The Respondent had been surprised at the levels of salary newly qualified solicitors thought they could command.
72. The Respondent had been a conveyancer while his partner dealt with probate and some historical conveyancing work. The Respondent took over his partner's probate work and did not deal with it adequately. He continued to take on new conveyancing work, always hoping that an assistant would join. At a time when he might have hoped to wind down his work he was instead winding up. He worked eleven hours per day Monday to Friday and five hours per day at the weekend.
73. Not a penny of clients' money went missing.
74. The Tribunal was referred to the letter dated 2nd July 2007 from the Respondent's reporting accountants and also to the references in support of the Respondent.
75. The Respondent had taken over two people's workload including long-standing heavy probate matters. He dealt with the urgent matters and less urgent matters were put to

the back of his desk. This included post-completion matters and some probate matters.

76. Although 50% of the conveyancing matters had not been dealt with between the two inspections, they had been dealt with since.
77. With hindsight the Respondent at the time his partner was retiring should have had negotiations with Messrs Sutton-Mattocks & Co or taken on a locum solicitor or stopped taking new work, although that would have been a brave decision. The Respondent had not had time to stand back and look at the reality and the long-term view.
78. With a view to resolving his practising problems the Respondent was in negotiations with Sutton-Mattocks & Co who had taken over the majority of his probate files, and the Tribunal was referred to their letter of 5th July 2007.
79. Subject to the Tribunal's decision the next stage would be for the Respondent's firm to be taken over with the Respondent becoming a consultant/employee.
80. There had been two elderly partners in his practice and no young solicitor to take it over. The allegations were all manifestations of the problems which resulted.
81. In relation to allegation 1, it had been highly over optimistic of the Respondent to say in his letter of 10th November 2004 that he would lodge the papers at the Probate Registry within a few days. To that extent the letter was inaccurate.
82. The Tribunal was referred to the Respondent's letter to the solicitor for the beneficiaries dated 23rd August 2005 in which he said he had abated his firm's costs in respect of the delay.
83. In relation to allegation 2, there had been no personal financial benefit to the Respondent and no allegation of dishonesty. He had made an error after his partner's retirement for which he could give no explanation. There had been no loss to the client or to the Estate.
84. In relation to allegation 4, the Respondent's partner had retired in April and completion had been in May. This had been an oversight by the partner. There had been no loss to the building society.
85. The matter of IM had now been resolved in a correct way and passed to Sutton-Mattocks.
86. In relation to the breach of undertaking there had been a dispute between the Local Authority and the previous owner and the Respondent had been left with his professional undertaking, with which he was unable to comply until the three parties involved resolved the issue. No sum had been retained for the service charge as the money had gone to the vendor. The Respondent would have to pay. The dispute was ongoing.

87. In relation to allegation 7, The Law Society had taken the view quite properly that conditions should be imposed in order to protect the public. The Respondent's appeal had been accepted out of time but had been rejected.
88. The Respondent could not simply hand over the files but had to get clients' consent as to where the files should go.
89. The Respondent had had a period of time when the pressure of work had been greater than it should have been. He was a highly respected local solicitor. In some ways the disposal of probate matters had been the best thing that had ever happened to him as a burden had been lifted from his shoulders. At the time however he had seen it as part of his practice and had hoped to get an assistant.
90. There was no system to help solicitors in these circumstances, for example by The Law Society contacting the local Law Society to help him.
91. It was submitted that the Respondent's conduct did not cross the threshold where the Tribunal had to interfere with his right to practise. He had suffered stress with the pressure of work and then with the proceedings. It was submitted that a financial penalty was appropriate. Sutton-Mattocks would want to see the outcome of the proceedings. The Respondent wanted to end his career as a consultant with that practice. The Respondent was in his early 60s. His workload had now lightened. The Tribunal was referred to the references given in his support.

#### **Further submissions of the Applicant**

92. The Applicant clarified that the matter of IM had not passed to Sutton-Mattocks but rather another firm had been involved. There had been an Order in the High Court removing the Respondent as an executor in March 2007. One of the Court Orders had been that the Respondent deliver the documents within 14 days but this had not happened until May under the threat of a writ.

#### **The Findings of the Tribunal**

93. The allegations against the Respondent in their agreed amended form were admitted and the Tribunal found them to have been substantiated.
94. The Tribunal had some sympathy for the fact that the Respondent had found himself overwhelmed. He had been unable to pay the salaries sought by potential assistant solicitors. Nevertheless, lenders had been left with unsecured loans and the Respondent had not even done searches to extend the priorities. After the departure of his partner, he had made errors of judgement and allowed himself to get out of his depth. The Tribunal took the most serious view of allegation 7. The Respondent should have complied with the condition imposed on his Practising Certificate in relation to probate files immediately, instead of which he had prevaricated for months.
95. The Tribunal noted the references in support of the Respondent and the mitigation put forward on his behalf, and did not consider it necessary to prevent the Respondent from practising. The Tribunal would reflect its concern in relation to allegation 7 by the imposition of a fine of £3,000 in relation to that allegation alone. In relation to the

remaining seven allegations the Tribunal would impose a fine of £5,000, making a total of £8,000 plus the agreed costs of the Applicant in the sum of £15,500.

96. The Tribunal ordered that the Respondent John Hunter Wright of R M Bull & Co, 152 Chiswick High Road, London, W4 1PT, solicitor, do pay a fine of £8,000, such penalty to be forfeit to Her Majesty the Queen, and it further Ordered that he do pay the costs of and incidental to this application and enquiry fixed in the sum of £15,500.

DATED this 2nd day of November 2007  
on behalf of the Tribunal

Mrs E Stanley  
Chairman