

SOLICITORS DISCIPLINARY TRIBUNAL

SOLICITORS ACT 1974

IN THE MATTER OF JONATHAN CHARLES VIVIAN HUNT,
MICHAEL JOHN TUNBRIDGE, PAUL ROBERT THORN , DAVID BARCLAY WARE,
JOHN BADDELEY, NEIL SALTER, RICHARD PATRICK LEES and MARK ROBERT
DURNO SERBY, (The Respondents)

Upon the application of Iain George Miller
on behalf of the Solicitors Regulation Authority

Mr A G Gibson (in the chair)
Mr D Green
Mrs L McMahon-Hathway

Date of Hearing: 27th April 2010

FINDINGS & DECISION

Appearances

Mr Iain George Miller, Solicitor Advocate of Bevan Britten LLP, Fleet Place, 2 Fleet Place, London EC4M 7RF was the Applicant.

The Respondents were represented by Simon Myerson QC.

The application to the Tribunal, on behalf of the SRA, was made on 9th February 2007, a Supplemental Statement was made on 23rd November 2007 and an Agreed Statement of Further Particulars made on 20th April 2010.

Allegations

The Allegations against the Respondents were that they had been guilty of conduct unbecoming a solicitor in that:-

1. Their relationship with the Union of Democratic Miners (the UDM) and Vendside Ltd (Vendside) and/or Walker & Co Claims Services Ltd (which later changed its name to Indiclaim Limited) (Walker & Co) had been contrary to Rule 1 of the Solicitors'

Practice Rules 1990 (SPR) in that they had compromised their independence and integrity and duty to act in the best interests of their minor clients and/or the reputation of the profession by:-

- (a) Failing to advise their clients that they were free to instruct solicitors of their own choice and/or
 - (b) Failing to give any or any adequate advice on “agreements” the clients had purportedly entered into with UDM/Vendside and the merits of making payments to UDM/Vendside and/or
 - (c) Acting and/or continuing to act in circumstances of conflict and/or significant risk of conflict of interest between (i) the interests of their clients and their own interests in maintaining a relationship with UDM/Vendside/Walker & Co; and/or (ii) the interests of their clients and the interests of the UDM/Vendside in breach of Practice Rule 1(a) and/or
 - (d) Entering into an improper agreement with Walker & Co when there had been no apparent or obvious legitimate reason to do so whereby improper payments had been made to a Ms Walker, as effective owner of Walker & Co in apparent breach of her fiduciary duty to her employer (UDM/Vendside)
2. Contrary to Practice Rule 1 (a) (c) (d) and (e) and Practice Rule 15 and the Solicitors Costs Information and Client Care Code 1999, they had failed to inform their clients that their legal costs would be paid by the Department of Trade and Industry (DTI) and/or misinformed their clients by informing them that the UDM would “indemnity” them for legal expenses and disbursements which had not been the case and/or had failed to give sufficient information to their clients about costs and/or the funding of claims generally.
 3. Contrary to Rule 9 of the SPR they had entered into arrangements for the introduction of clients and/or acted in association with the UDM/Vendside and/or Walker & Co who were not solicitors and whose business or part of whose business was to make, support or prosecute claims arising from death or personal injury and who in the course of such business solicited or received contingency fees.
 4. Acted in breach of Practice Rules 3 and 7 of the SPR 1990 and the Solicitors’ Introduction and Referral Code 1990 (the Code) by:-
 - (a) Sharing their professional fees with Walker & Co in breach of Practice Rule 7.
 - (b) Accepting referrals from UDM/Vendside/ Walker & Co when such referrals had been likely to compromise or impair the principles set out in the Code.
 - (c) Making payments to Walker & Co as a reward in breach of section 2(3) of the Code prior to March 2004 and in breach of paragraph 2A of section 2(3) of the Code as amended after March 2004.
 5. Allegation withdrawn.

6. Allegation withdrawn
7. Allegation withdrawn

Factual Background

8. The First Respondent, Mr Hunt, born in 1943, was admitted as a solicitor in 1976. His name remains on the Roll. In 2006 he retired from the Wake Smith partnership but remained with the firm as a consultant.
9. The Second Respondent, Mr Tunbridge, born in 1943, was admitted in 1966 and his name remains on the Roll.
10. The Third Respondent, Mr Thorn, born in 1957 was admitted in 1982 and his name remains on the Roll.
11. The Fourth Respondent, Mr Ware, born in 1949 was admitted in 1981 and his name remains on the Roll.
12. The Fifth Respondent, Mr Baddeley, born in 1961 was admitted in 1985 and his name remains on the Roll.
13. The Sixth Respondent, Mr Salter, born in 1962 was admitted in 1988 and his name remains on the Roll.
14. The Seventh Respondent, Mr Lees, born in 1961 was admitted in 1990 and his name remains on the Roll.
15. The Eighth Respondent, Mr Serby, born in 1962 was admitted in 1988 and his name remains on the Roll.
16. At all material times the Respondents had all been equity partners practising in partnership under the name of Wake Smith Solicitors (Wake Smith/the firm) at 68, Clarkehouse Road, Sheffield, South Yorkshire, S1 2EF.
17. The allegations had arisen following an investigation, undertaken on behalf of the Law Society Forensic Investigations Unit, resulting in a Report dated 24th January 2005.
18. The Respondents' firm had become heavily involved in claims arising out of coal mining. These claims for Vibration White Finger (VWF) and Respiratory Diseases (RD), including Chronic Obstructive Pulmonary Disease (COPD) had been made under Claims Handling Agreements (CHAs); court approved schemes that had provided the framework for the conduct of all claims. Under the terms of the CHAs, Wake Smith had received costs paid by the Department of Trade & Industry (DTI) through Aon IRISC.
19. The CHAs had stipulated that all claims were to be made through a firm of solicitors accepted to the panel by the DTI. However, as a result of potential political implications, dating back to the miners' strike, separate CHAs for RD and VWF had

been agreed with UDM/Vendside. Vendside was the company that had been set up by officials of the UDM. Those CHAs had been in substantially the same terms as the others save that costs had been paid at 83.3% of the costs paid under the other agreements. The UDM/Vendside had dealt with the claims themselves and also through their own panel of solicitors' firms. Wake Smith had been a party to the Claimants' Solicitors Group (CSG) and had prosecuted mining health claims pursuant to CHAs agreed with the CSG.

20. Mr Lees was the Head of Personal Injury at the firm and the partner responsible for the miners' compensation claims matters. The firm had received 4,473 miners' compensation claims from UDM and/or its marketing arm, Vendside.
21. In respect of each of the claims received from UDM/Vendside, the firm had received a set of papers including an "agreement" between the client and UDM for a fee to be paid to Vendside out of any compensation in lieu of union subscriptions. The firm had also entered into an agreement with Walker & Co in respect of the claims. When compensation had been received from the DTI, a cheque with an accompanying letter had been sent to the client explaining the amount which was net of the deduction to UDM/Vendside, the monies deducted having been sent by the firm directly to UDM/Vendside.
22. Prior to the introduction to the firm, UDM/Vendside had obtained clients' signatures on a document purporting to be an agreement with the UDM/Vendside to pay a sum of money, based on a sliding scale depending on the amount of compensation awarded with a maximum of £500 plus VAT being payable on the conclusion of the case. Although their wordings varied all the agreements had been on UDM or Vendside notepaper and had carried its address, had disclosed no contractual obligation by UDM or Vendside to the Claimant or any service provided by UDM or Vendside to the Claimant and had been signed only by the Claimant and not by either UDM or Vendside.
23. Apart from the presence of the initial "agreement" on the file, there had been no evidence, on the files seen by the investigating officers, of any involvement of the UDM/Vendside in the conduct of the case. The firm had made payments in respect of deductions under the "agreements" totalling £258,177.43 to UDM/Vendside.
24. At the conclusion of each matter a further payment had been sent by the firm to Walker & Co from the fixed fee received by the firm in accordance with the firm's agreement with Walker & Co. Pursuant to that agreement the firm had paid £219,613.34 to Walker & Co. There had been no evidence, on the files seen by the investigating officers, of any involvement of Walker & Co in the conduct of the case.
25. A company search had revealed that Walker & Co had been incorporated on 9th January 2002 and that the sole director was Clare Nicola Walker (Ms Walker) who had also been the owner of the issued £1 ordinary share. At all material times Ms Walker had also been an employee of UDM and/or Vendside having formerly been employed by AON IRISC. On 8th March 2004 Walker & Co had changed its name to Indiclaim Ltd.

26. A draft Claims Handling Agreement between Wake Smith and Walker & Co had not disclosed any contractual obligations by Walker & Co to the firm to provide marketing, vetting or administrative services although it did refer to “(a significant element of work having been carried out in relation to the completion and internal vetting of claimant questionnaires.....”. There was no evidence that any such agreement had been signed.
27. Between February 2003 and mid-March the firm had opened approximately 375 files. Those clients had been sent a copy of a client care letter which had stated that the client would be responsible for the firm’s fees and disbursements but that legal expenses and disbursements would be indemnified by the UDM. That had not been the position and the letter had omitted to explain that all costs and disbursements in successful cases were to be paid by the DTI.
28. Subsequently, in mid-March 2003, all clients making a claim had received the client care letter referred to above together with a document entitled “COPD Claims Clarification and Reassurance” (the Clarification Documentation). It had stated that if successful the DTI would pay the client’s legal costs and that the only fee the client would have to pay was “Your membership fees to the UDM from your compensation. This is set out on the scale of fees payable on the green form you have already completed for the UDM.”
29. All new clients retained after 8th September 2003 had received a client care letter that had incorporated the wording of the Clarification Document.

Documentary Evidence before the Tribunal

30. The Tribunal reviewed the Rule 4(2) Statement together with the documentary exhibits as detailed in that Statement, a Supplemental Rule 4 Statement and Further Particulars of the Rule 4 Statement. The Tribunal also had the benefit of the Respondents’ Answer, Agreed Further Particulars and Agreed Statement of Facts. In addition the Applicant had filed a Skeleton Argument and the Respondents’ Points of Mitigation.

Preliminary Matters

Application to withdraw allegations 5, 6 & 7

31. The Applicant sought the Tribunal’s permission to withdraw allegations 5, 6 & 7 as against all the Respondents. The Applicant explained that the Respondents had agreed to pay £8,266.50 to the Law Society in respect of payments it had made to miner clients who had had the benefit of various Inadequate Professional Services (IPS) awards and £10,658.84 to the Legal Complaints Service in respect of the costs of those investigations and pursuant to the costs awards made. The Tribunal agreed that the allegations relating to IPS awards should be withdrawn.

The Regulatory Settlement Agreement

32. The Applicant explained to the Tribunal that all the Respondents had agreed to a Scheme of Restitution whereby all of the miner clients who had been affected by

payments to the UDM/Vendside Ltd and to Industrial Disease Compensation Ltd (IDC) would be written to and offered reimbursement, with interest, of the deductions from their damages.

33. In the light of the Scheme, the Applicant explained that the SRA had agreed a Regulatory Settlement with four of the Respondents; Messrs Tunbridge, Ware, Salter and Serby. The Applicant sought the permission of the Tribunal to withdraw all allegations against Messrs Tunbridge, Ware, Salter and Serby in that it was the view of the SRA that the Scheme and compliance with it would sufficiently mitigate the allegations as against those particular four Respondents as to make it no longer in the public interest to continue with the allegations against them. The Applicant detailed the respective roles of Messrs Tunbridge, Ware, Salter and Serby in relation to the facts giving rise to the allegations.
34. In the light of their more limited involvement, the Scheme of Restitution and the Regulatory Settlement, the Tribunal agreed that all allegations against Messrs Tunbridge, Ware, Salter and Serby should be withdrawn.

Admissions by the Respondents and Submissions as to Culpability by the Applicant

35. The Applicant explained that the remaining Respondents; Messrs Hunt, Thorn, Baddeley and Lees had admitted the allegations. However, as to their respective responsibility for the conduct, the SRA had accepted that there had been varying levels of culpability. He noted that all the Respondents had produced witness statements that were before the Tribunal.
36. The Applicant submitted that Mr Lees, who had been head of the PI/CHA department, had had direct responsibility for the handling of the mining compensation claims and therefore bore most culpability.
37. Mr Thorn had specialised in family law and been head of the Family Department. He and Mr Lees had met Ms Walker twice; initially to discuss the firm taking on beat knee cases pursuant to Group Litigation Orders. However, as a result of further negotiations, the firm had been offered the COPD work and had entered into the referral arrangement with Walker & Co. Mr Lees and Mr Thorn had been jointly responsible for investigating that the referral arrangement with Walker & Co had been compliant with Law Society regulations and had provided assurances to the partnership that the requirements had been satisfied.
38. Mr Baddeley had specialised in company commercial law and together with Mr Lees had been involved in amending the draft Referral Agreement produced by Walker & Co so as to ensure that it made sense and as such had therefore been on notice as to the terms of the arrangement.
39. Mr Hunt had specialised in company commercial law and had been the senior partner of the firm, the head of the Company Commercial Department, head of Finance, IT and Marketing committees and the complaints handling partner. He had also been the editor of the core Rule 15 documentation. Mr Hunt had also met Ms Walker and Mr Stevens (a UDM union official) to ensure that they had been serious and capable people.

Submissions by the Applicant in relation to the allegations

Allegation 1

40. The Applicant had submitted that in conducting 4473 claims for clients whilst failing to advise whether the UDM/Vendside “agreement” was in the clients’ best interests, challengeable, proper, void for uncertainty, void because of an absence of consideration and whether the firm’s arrangement with UDM/Vendside was in breach of Rule 9, the Respondents had preferred their own interests to their clients. He submitted that their own interests had been the maintenance of their relationship with UDM/Vendside/Walker & Co.
41. The Applicant had further submitted that the firm’s arrangements with UDM/Vendside/Walker & Co had created a coincidence in the business interests of the firm and the business interests of UDM/Vendside/Walker & Co. This was because it had been in all their interests that UDM/Vendside should continue to attract claims and refer them to the firm on the basis of the fees and deductions. He submitted that these coincidental interests conflicted with the firm’s referred clients because UDM/Vendside/Walker & Co had stood to gain financially from “agreements” that had been either unenforceable or had conferred little or no benefit on the firm’s clients.
42. The Applicant had submitted that the Respondents had acted in breach of Practice Rule 1 in that they had permitted their relationship with UDM/Vendside/Walker & Co to compromise their independence and integrity in that the reality of the factual situation had been that the substantial financial rewards from the high numbers of claims and their value to introducers and to solicitors had meant that clients had become commodities. He had submitted that the firm’s relationship with UDM/Vendside/Walker & Co had become more important than any individual client and that such an arrangement had been corrosive as it resulted in clients not being protected by the solicitors they had instructed.
43. As to the payments totalling £219,613.34 to Walker & Co, the Applicant had submitted that the agreement under which those payments had been made had been designed to circumvent the prohibition on the payment of referral fees by stating that Walker & Co provided marketing, vetting or administration services when it had not done so or had not been contractually obliged to do so.

Allegation 2

44. The Applicant had submitted that the Respondents had been in breach of Practice Rules 1 and 15 by failing to advise their clients that their legal costs were being paid by the DTI, by advising their clients that UDM/Vendside would “indemnify” their legal expenses and disbursements which had not been the case and by failing to advise their clients about the funding of their cases generally, in particular by failing to provide any advice on the UDM/Vendside “agreement”.

Allegation 3

45. The Applicant had submitted that by reference to the definitions in the Practice Rules

of “arrangement” and of “contingency fee”, the Respondents had entered into an arrangement and/or had acted in association with UDM/Vendside and/or Walker & Co. He submitted that UDM/Vendside and/or Walker & Co were “persons” not being a solicitor, whose business or part of whose business was to make support or prosecute claims arising as a result of death or personal injury and who in the course of that business solicited and/or received contingency fees. The Applicant submitted that the fees paid by the firm to UDM/Vendside out of the compensation received on behalf of clients and the fees paid by the firm to Walker & Co out of the firm’s costs, recovered from the DTI, had constituted breaches of Rule 9.

Allegation 4

46. The Applicant had submitted that the Respondents had shared their profession fees with Walker & Co in breach of Rule 7. Moreover, that the referrals made by UDM/Vendside/Walker & Co had been a significant source of business to the firm and had been in breach of sections 1 & 2 of the Code. In addition payments made to Walker & Co, prior to March 2004, had been made in breach of paragraph 2(3) of the Code and contrary to Practice Rule 3. He submitted that the Respondents had failed to retain their professional independence and ability to advise their clients fearlessly and objectively, by, inter alia, failing to give any or any adequate advice to their clients in relation to the “agreements” between their clients and UDM/Vendside.

The Tribunal’s Findings as to Fact and Law

47. The Tribunal found all the allegations to have been substantiated on the facts, indeed the Respondents had accepted the facts and admitted all of the allegations. Moreover, the Tribunal had the benefit of knowledge of decisions in earlier cases, one of which had reached the Court of Appeal, in particular that proceedings under the CHAs had been contentious proceedings.

Mitigation

48. Leading Counsel for the Respondents referred the Tribunal to the detailed Points of Mitigation document that dealt both with the mitigation common to all the Respondents and with the personal mitigation of Messrs Hunt, Thorn, Baddeley and Lees.
49. While accepting that the firm had failed to advise clients that they were free to instruct solicitors of their own choice and admitting the breach, Leading Counsel referred the Tribunal, inter alia, to the levels of client satisfaction with the firm, the small percentage of clients claiming repayments and client complaints and the pressures to register claimants before the deadlines.
50. Turning to the firm’s failure to give any adequate advice to clients on their agreements with UDM/Vendside and the merits of making such payments, Leading Counsel explained that the allegation had been admitted on the basis that the work done had not been done to the standard that the firm customarily demanded from itself. He stressed that the Respondents had accepted that their firm had failed to make clear to clients the distinction between the limits of a retainer and general advice. In all the UDM cases and in most of the IDC cases the personal obligations of the clients

had pre-dated the firm's instructions. Moreover, the firm had believed that UDM and IDC had given value to the clients in, inter alia, raising awareness, providing assessment centres and advice on benefits and pensions, helping with the completion of questionnaires and the correlation of answers with employment history and that of tools used.

51. Leading Counsel submitted that many of the issues raised by the miners compensation claims had been complex and the Respondents' firm had far from taking the view that whatever was expedient to its own interests would be adopted as "correct" had considered the views of other individuals and organisations. The Respondents had noted the Law Society's approval in May 1998 of payments to Trades Unions, the express endorsement of Trade Union deductions by Mr Justice Turner, the Judge managing the litigation, and had sought to see counsel's advice to the UDM.
52. Leading Counsel also drew the Tribunal's attention to the Respondents' reaction when problems had been identified in that they had taken immediate advice from Counsel, had made contact with clients stating that all monies would be remitted to them without deduction and had fully co-operated with the SRA's enquiries.
53. Turning to the various conflict allegations, Leading Counsel submitted that where any risk had existed between the lay client and the firm it had been both recognised and managed and the firm had never considered UDM or IDC as a client. The Respondents had admitted that there had been a significant risk of conflict and had acknowledged a breach of Rule 1 (a).
54. In relation to the costs allegations, Leading Counsel submitted that as a whole the Profession had taken some time to understand the CHAs. He noted that the errors and lack of information had continued for a very short length of time and once the Respondents had realised that the standard documentation had provided an inaccurate picture of events it had been corrected.
55. In relation to the allegations of breach of Rule 9 Leading Counsel explained the Respondents' belief that the work had been non-contentious and that UDM and IDC had contributed value to the claims that would not otherwise have been remunerated.
56. In relation to the payments to Walker & Co the Respondents had admitted that the Code had not been complied with and Rule 3 had thereby been breached. It had also been admitted that the sharing of fees with Walker & Co had constituted a breach of Rule 7. In mitigation Leading Counsel explained that the firm had not withheld the necessary information from clients but rather had not recognised the need to provide it. There had been no actual prejudice to any client. The work actually done for the share of the firm's professional fees had included filtering out of poor claims, access to employment history and missing information that clients could not recollect, client liaison particularly with clients uncomfortable with solicitors, advance information on the operation of the scheme and proposed rule changes. Leading Counsel also referred to the Respondents' refusal to enter into the written contract presented to the firm by Walker & Co. He explained that Mr Lees had checked that document carefully and had refused to sign it because it had not properly reflected the reality of the firm's arrangements with Walker & Co.

57. Leading Counsel explained that the costs of the proceedings in person terms had been enormous. He outlined the professional and the personal circumstances of each of the Respondents. As a result of what the Respondents had learnt changes had been made to the firm's structures and procedures and all breaches had been addressed at the firm's expense. While not under-estimating their seriousness, Leading Counsel submitted that the breaches had been largely technical or due to differences in interpretation and that the Respondents had demonstrated their loyalty to the profession and to the reputation of the profession by their full co-operation with the SRA.
58. Leading Counsel reminded the Tribunal that the integrity of the Respondents had never been in question and the SRA had never said that their clients' cases had been under-settled. He explained that the Respondents had a genuine commitment to the people of the area and particularly to the miners. The firm had been adequately staffed to ensure that clients received a proper service and no money had ever been taken from clients. The admitted defaults had not been done to make money.

Application for Costs

59. The Applicant explained that the Respondents had agreed to pay costs subject to a detailed assessment.

Sanction and Reasons

60. The Tribunal had listened carefully to the statements made on behalf of the Applicant and the Respondents and had noted the documents to which it had been referred to by both parties. It had also noted that the matter was far less serious than some of the previously decided cases arising out of miners' compensation issues. The Tribunal stressed that every case turned on its own particular facts.
61. The allegations had all been admitted and while the Tribunal gave the Respondents credit for taking responsibility and dealing with the issues with the SRA, it had been particularly concerned about the initial misrepresentations to clients about their protection from costs. However, the Tribunal accepted that the Respondents had considered that UDM/Vendside had been providing a service to clients and accepted that the Respondents' had been providing the firm's clients with what appeared to be an excellent service in prosecuting their claims and in obtaining for them proper levels of damages. The Tribunal noted that the Respondents had not taken a penny for themselves, other than the costs to which the firm had been entitled under the CHAs.
62. The Tribunal acknowledged the varying degrees of responsibility of the four remaining Respondents and determined the appropriate penalties accordingly taking into account all the relevant information (including any information as to means) in the Respondents' witness and mitigation statements.
63. As the Head of the Personal Injury Department and directly responsible for the miners compensation claims work, Mr Lees was the most culpable and the Tribunal considered that a fine of £7,500 was appropriate in all the circumstances and it so Ordered. The Tribunal accepted that Mr Lees had made some errors of judgement

and of interpretation but it also noted that he had been responsible for a department that had provided professional work to a high standard and had assisted thousands of clients to obtain appropriate compensation.

64. Together with Mr Lees, Mr Thorn, who specialised in family law, had been responsible for investigating that the referral arrangement with Walker & Co had been compliant with Law Society regulations and had provided assurances to the partnership. The Tribunal accepted that he had not himself undertaken the compliance research and had not noted Mr Lees' errors of judgement and interpretation. In the circumstances, the Tribunal considered a fine of £2,500 to be an appropriate penalty and it so Ordered.
65. The Tribunal accepted that Mr Hunt and Mr Baddeley were the least culpable of the four remaining Respondents. As the senior partner of the firm, Mr Hunt had been the complaints handling partner, the editor of the core Rule 15 documentation and had met Ms Walker and Mr Stevens. Again, as the senior partner and the complaints handling partner, he had dealt with the SRA in a prompt, comprehensive, open and wholly responsible way. Mr Baddeley, who specialised in company commercial law, had been involved in amending the draft Referral Agreement produced by Walker & Co and therefore had been on notice as to the terms of the arrangement. In the circumstances the Tribunal considered that the appropriate penalty for both Respondents was a Reprimand and it so Ordered.

Decision as to Costs

66. As agreed between the parties, the Respondents were ordered to pay the costs of the proceedings to be subject to a detailed assessment if not agreed.

The Orders of the Tribunal

The Tribunal Ordered that the Respondent JONATHAN CHARLES VIVIAN HUNT of Wake Smith Solicitors, 68 Clarkehouse Road, Sheffield, South Yorkshire, S10 2LJ, solicitor, be REPRIMANDED and it further Ordered that he do pay the costs of and incidental to this application and enquiry to be subject to a detailed assessment unless agreed between the parties to include the costs of the Investigation Accountant of the Solicitors Regulation Authority.

The Tribunal Ordered that the Respondent, PAUL ROBERT THORN of Wake Smith Solicitors, 68 Clarkehouse Road, Sheffield, South Yorkshire, S10 2LJ, solicitor, do pay a fine of £2,500.00, 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 to be subject to a detailed assessment unless agreed between the parties to include the costs of the Investigation Accountant of the Solicitors Regulation Authority.

The Tribunal Ordered that the Respondent JOHN BADDELEY of Wake Smith Solicitors, 68 Clarkehouse Road, Sheffield, South Yorkshire, S10 2LJ, solicitor, be REPRIMANDED and it further Ordered that he do pay the costs of and incidental to this application and enquiry fixed to be subject to a detailed assessment unless agreed between the parties to include the costs of the Investigation Accountant of the Solicitors Regulation Authority.

The Tribunal Ordered that the Respondent, RICHARD PATRICK LEES of Wake Smith Solicitors, 68 Clarkehouse Road, Sheffield, South Yorkshire, S10 2LJ, solicitor, do pay a fine of £7,500.00, 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 to be subject to a detailed assessment unless agreed between the parties to include the costs of the Investigation Accountant of the Solicitors Regulation Authority.

Dated this 27th day of July 2010
On behalf of the Tribunal

A G Gibson
Chairman