

SOLICITORS DISCIPLINARY TRIBUNAL

SOLICITORS ACT 1974

IN THE MATTER OF CHRISTOPHER ADRIAAN ROBIN DICKINS, solicitor
(Respondent)

Upon the application of Patrick Matthew Bosworth
on behalf of the Solicitors Regulation Authority

Miss T Cullen (in the chair)
Mr R Hegarty
Mr M G Taylor CBE DL

Date of Hearing: 1st June 2010

FINDINGS & DECISION

Appearances

Mr Patrick Matthew Bosworth of Russell-Cooke LLP, 8 Bedford Row, London WC1R 4BX for the Applicant.

The Respondent appeared in person.

The Application was dated 29th October 2009.

Allegations

The allegations against the Respondent were that:-

1. As at 9th June 2008 there existed unreconciled items of £33,247.58 in breach of Rule 7 (1) Solicitors Accounts Rules 1998.
2. Failure to maintain accurate client ledgers, in breach of Rule 32 (1) Solicitors Accounts Rules 1998.
3. Failure to maintain client account reconciliations on at least a 5 weekly basis from April to June 2008, in breach of Rule 32 (7) Solicitors Accounts Rules 1998.
4. Allowing a client account to be used as a banking facility in breach of Rule 15 (ix)

Solicitors Accounts Rules 1998. [the correct Rule is 15 (ix), but Applicant has pleaded Rule 15 (xi) by mistake]

5. Failing to transfer costs from client to office account within a 14 day period of a bill of costs being provided to a client in breach of Rule 19 (3) Solicitors Accounts Rules 1998.
6. Allowing some transfers of costs to be made from client account to office account in breach of Rule 19 (x) of the Solicitors Accounts Rules 1998.
7. Incorrect withdrawing of client monies from client account in breach of Rule 22 (1) Solicitors Accounts Rules 1998.
8. Withdrawing monies from client account that exceeded the monies held for that client in breach of Rule 22 (5) Solicitors Accounts Rules 1998.

Factual Background

1. The Respondent admitted all the allegations, save Allegation 4 which was denied.
2. The Respondent, born in 1951, was admitted as a solicitor on 16th June 1980 and his name remained on the Roll of Solicitors.
3. At all material times the Respondent practised as a sole practitioner under the style of Chris Dickins BA (Hons) Solicitors, Grove House, Ealand, Crowle, North Lincolnshire DN17 4JD. He also had a further office at Parcton Law Chambers, 47-49 Laneham Street, Scunthorpe DN15 6PB.

Allegations 1, 2 and 3

4. On 17th June 2008, the most recent client account reconciliation was for April 2008 and had not been completed. Reliance could not be placed on client ledger accounts because they were inaccurate and bills were not posted when they were delivered. Clients' ledger accounts were inaccurate in that some payments described as relating to one client, in fact were payments concerning another client. In addition, cash shortages arose with payments being made on behalf of clients when insufficient funds were held for that client. There was a minimum cash shortage of £33,247.58 at 31st March 2008.

Allegation 4

5. The Respondent acted for Mr W in relation to a Spanish property investment. Payments were made between March 2006 and April 2008 to Banco Sabadell from the Scunthorpe client account. In a letter dated 14th May 2008 from Mr W to the Respondent, Mr W stated "I understand the Solicitors Regulation Authority may wish to look at my file and my client account ledger. Please remember that my matter is private and my file belongs to me. I give strict instructions that you are not to divulge details of my private matters to any third party whatsoever. I also can say that any funds I have permitted you to transfer are at my request and where appropriate

reimbursing you for funds made available to me. I confirm that the work you are doing for me is pro bono.”

6. The client ledger account for Mr W showed that between April 2005 and March 2008 over £270,000 was credited to Mr W’s ledger. The client ledger account showed payments to “Currency Solutions” and transfers to office bank account. Mr W worked at the firm conducting post-completion conveyancing work.
7. On 9th June 2008, an Investigation Officer of the SRA served a notice under Section 44B of the Solicitors Act 1974 requesting immediate production of the file on the firm, but the Respondent stated the file was in Spain with a lawyer and he did not believe there was any more paperwork. The file was not produced.
8. Credits totalling £48,750 on Mr W’s client ledger were from the London office account and were corroborated by the London office account bank statements. Deposits had a reference of “CARD” which represented the Respondent’s initials. The client ledger account for Mr W showed four deposits with a narrative referring to third parties. The Respondent confirmed to the Investigation Officer that these monies were payable and due to the Respondent, and represented funds introduced by him. The Respondent stated transfers from client account to office account on Mr W’s client ledger were reimbursing the Respondent’s money and that if Mr W did not require the full amount, the funds were returned to the Respondent.

Allegations 5, 6, 7 and 8

9. The firm acted for Mrs M in matrimonial proceedings and the sale of a property. On 1st November 2007 a bill was sent to the client totalling £17,211.48. The client ledger account showed the bill was posted to the books of account on 3rd March 2008, although when a Practice Standards Unit monitoring visit took place in April 2008, the bill was not posted.
10. The bill included disbursements of £761.48 concerning the transfer of a property which was undertaken for Mr B during his matrimonial proceedings. The Respondent accepted this was erroneous and excluding this sum, Mrs M’s bill was reduced to £16,450. However, £26,900 was transferred from Mrs M’s client account to office account on account of costs, which was £10,450 more than the total adjusted bill dated 1st November 2007 (£26,900 less £16,450). A bill dated 6th June 2006 for £732 was not posted to the client ledger but was found on the matter file. On 11th October 2006 a bill for £327.25 was posted to the client ledger account for acting in the sale of another property, and on 12th October 2006, £1,637.13 was transferred from client account to office account on account of costs, which incorporated the £327.25 bill.
11. A letter dated 2nd January 2007 to Mrs M enclosed an interim bill totalling £10,575 but contained no breakdown of the work done. On 16th January 2007 a bill for £1,200 was posted to the office side of the client ledger account, but there was no evidence on the file that the client had been sent the bill or other written notification.
12. On 2nd January 2007 a transfer of £3,000 was made from client account to office account, however the client account cash book indicated this transfer concerned a Mr G, even though the transfer was not posted to Mr G’s client ledger account. It

appeared to have been mis-posted to Mrs M's client ledger account. Between 5th January 2007 and 28th March 2007 round sum transfers were made from Mrs M's client account to office account in the total sums of £16,700 which created a credit balance of £12,500 on office account. At the time the transfers were made, the Respondent informed the Investigation Officer of the Solicitors Regulation Authority that he believed funds had been received or were held in client account to cover those transfers which he was entitled to make. He stated that costs were not always transferred to office bank account within fourteen days of a bill or other written notification being sent to the client, as he had not appreciated that costs had to be transferred to office bank account within fourteen days.

13. There were other matters where incorrect transfers were made from client bank account to office account, and where costs in excess of bills issued were transferred from client account to office account, leading to cash shortages on client account.
14. There were a number of occasions when transfers were made from client to office account when the balance of the office account was close to exceeding the firm's overdraft limit. By transferring those sums, the firm's office account remained within its overdraft limit.
15. There were also instances where bills were posted to the client ledger accounts, but no bill or evidence that the client had been sent a bill or written notification of costs was found on the file. Furthermore, postings were made to the office side of the client ledger for "disbursements", but the office bank statements showed no payments were made for the sums indicated. These postings coincided closely with transfers made from client account to office account.
16. There were a number of instances where the client ledger accounts showed payments being made for one client, but the cheque stubs for those payments referred to a different client on an unrelated matter. Similarly, there were sums credited to the wrong clients' ledgers.
17. On one particular matter, when the Respondent's firm acted for a Mr B in protracted litigation, sums were transferred from client bank account which exceeded the amounts held on Mr B's client ledger account, and thereby created a debit balance on his client ledger account.
18. The Tribunal reviewed all the documents submitted by the Applicant which included:
 - (i) Rule 5 Statement together with all attached documents.
 - (ii) Applicant's costs schedule.
19. The Tribunal reviewed all the documents submitted by the Respondent which included:
 - (i) Response to Statement of Mr B from the Respondent together with all attached documents.
 - (ii) Written closing submissions from the Respondent dated 30th May 2010.

- (iii) References in support of the Respondent's character.

Witnesses

- 20. The following persons gave oral evidence:
 - (i) The Respondent, Christopher Adriaan Robin Dickins.
 - (ii) Mr David Rix.
 - (iii) Mr Graham Pressler.

Findings as to Fact and Law

Allegations 1, 2, 3, 5, 6, 7 and 8

- 21. The Tribunal found these allegations to have been substantiated, indeed they were admitted by the Respondent.

Allegation 4

- 22. This was the only allegation disputed by the Respondent, and related to the client account of Mr W. The Respondent had given detailed evidence on oath, explaining the history and background to the transaction, which involved a property in Spain that Mr W and the Respondent had decided to purchase as a joint venture. Mr W was an employee of the Respondent and the property in Spain was purchased in their joint names. However, it was clear from the Respondent's evidence that Mr W himself did not contribute anything financially to the property transaction and, indeed, the Respondent himself had advanced monies to Mr W by placing funds into his client account. The Respondent confirmed these monies were not a gift to Mr W but were being advanced to him for his benefit. The Respondent believed the money was owned by Mr W and the Respondent could not withdraw it without Mr W's permission.
- 23. The property required substantial refurbishment and remedial works, and the transaction took some three years due to problems experienced with builders and agents in Spain. Throughout this time, the Respondent was still transferring money into Mr W's account to meet expenses. However, as the transaction dragged on for longer than anticipated, the Respondent needed some of the money he had advanced to Mr W back and, with Mr W's consent, monies were transferred from Mr W's client account back to the Respondent's office account. The Respondent confirmed that Mr W's client account ledger did refer to a disbursement that he could not explain, and in addition, included a payment to one of the Respondent's other employees. There were also payments that had been made to other firms of solicitors who had nothing to do with Mr W's Spanish property transaction and the Respondent was unable to explain what these related to. The Respondent stated he had known Mr W for approximately sixteen years, although they had fallen out in January 2009 and this had resulted in proceedings in the Hull Crown Court where a Restraining Order prevented Mr W from contacting the Respondent. Mr W had taken his file and until the restraining order ended, the Respondent was stuck to prove matters.

24. On cross-examination the Respondent confirmed Mr W had not paid any funds into his own client account and that the generic client care letter signed by Mr W on 20th April 2005 gave the Respondent authority to transfer funds out of client account. The Respondent accepted he had taken money out of Mr W's client account for himself because he needed it. However, this was done with Mr W's consent.
25. When the Respondent was asked what Mr W's involvement in the transaction was, given that he had not forwarded any funds or provided any expertise, the Respondent replied Mr W had a legal interest in the property as his name was on the deeds. The Respondent accepted that he could have opened a separate client account for himself but that had never occurred to him. He could not explain why he had not used his own office account to make the payments that had been made from Mr W's client account. The Respondent confirmed that in fact Mr W had noticed when his own client account became overdrawn and pointed it out to the Respondent, whereupon funds were paid in to correct the situation. The Respondent did not accept he had allowed his client account to be used as a banking facility.
26. The Tribunal had considered carefully the oral evidence of the Respondent. The Respondent had admitted in his evidence that there were transfers from Mr W's client account which had nothing to do with the Spanish property transaction and indeed, as such there had clearly been a breach of Rule 15(ix) Solicitors' Accounts Rules 1998. The Respondent's attention had been drawn to a number of entries on Mr W's client account ledger which he had been unable to explain but which clearly did not relate to the Spanish property transaction. It was quite clear to the Tribunal that the monies in Mr W's client account were actually the Respondent's own money and it was not at all clear to the Tribunal why it was necessary, or indeed advantageous to the Respondent, to use the client account in the way that he did. In all the circumstances, the Tribunal were satisfied that he had allowed a client account to be used as a banking facility and found Allegation 4 to have been substantiated.

Mitigation

27. The Respondent referred the Tribunal to his written closing submissions and provided the Tribunal with details of his financial circumstances. He had installed a new accounts system at great cost and his accounts staff had received specialist training. He now only carried out publicly funded criminal defence work.
28. The Tribunal also heard evidence on oath from Mr Rix and Mr Pressler in support of the Respondent's character. Mr Pressler confirmed he worked in the same office as the Respondent and the Respondent did not now handle any client money. They had a civil contract with the Legal Services Commission but the Respondent was not involved in any of the administration relating to this.

Costs Application

29. The Applicant requested an order for his costs and provided the Tribunal with a schedule confirming the costs amounted to a total of £29,551.71. The Respondent confirmed he had only seen the Schedule of Costs that morning and considered the amount claimed was a huge amount. Furthermore, there had been no breakdown

provided of the Forensic Investigation costs and the Respondent had been under the impression that the costs relating to the investigation were £1,950.

Previous Disciplinary Sanctions Before the Tribunal

30. The Respondent had previously appeared before the Tribunal on 6th July 2006.

Sanction and Reasons

31. The Tribunal had considered carefully the Respondent's mitigation, the oral evidence of Mr Rix and Mr Pressler and the written character references provided. The Tribunal were concerned that this was the Respondent's second appearance before the Tribunal and that his previous appearance had also related to breaches of the Solicitors Accounts Rules among other allegations. On the previous occasion, the Tribunal had stated it "considered that the Respondent was the author of his own misfortune in terms of his dealing with Xpress and also the lack of attention he had paid to the accounting processes in the firm." The Respondent had been fined £5,000 on that occasion.
32. Solicitors Accounts Rules were in place to ensure client funds were properly protected and utilised, and to allow the Authority to carry out its regulatory function. Any breach of these rules was regarded as serious and would be viewed as such by the Tribunal. There had been no allegation of dishonesty, however the Respondent's behaviour had caused the Tribunal to consider whether this fell within the definition of recklessness such that he should no longer be entitled to practice. On this occasion, taking into account the character evidence and written references provided, the Tribunal were prepared to allow the Respondent to continue practising as a solicitor on the basis that he was pursuing a very narrow area of law, that being Criminal Law which was funded by the Legal Services Commission. The Tribunal made it clear to the Respondent that they would not wish him to practice outside that ambit nor indeed handle any client money.
33. These were serious allegations, particularly in light of the fact that this was the Respondent's second appearance before the Tribunal. At the previous hearing the Tribunal had stated "The Respondent must however make sure in the future that his accounts were in order". The Respondent had failed to do so and damage had been caused to the reputation of the profession as a result of his conduct. In all the circumstances, the Tribunal Ordered the Respondent be fined the sum of £10,000.

Decision as to Costs

34. On the question of costs, the Tribunal considered that the Schedule of Costs provided by the Applicant appeared to be high and in the absence of any proper breakdown being provided, the Tribunal Ordered the costs be subject to a detailed assessment unless agreed between the parties.

Order

35. The Tribunal Ordered that the Respondent, Christopher Adriaan Robin Dickins of Chris Dickins Solicitors, Grove House, Ealand, Crowle, North Lincolnshire DN17

4JD, solicitor, do pay a fine of £10,000.00, 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.

36. The time for either party to appeal is extended to 14 days from the date of the filing of the Tribunal's Findings with The Law Society.

Dated this 24th day of June 2010
On behalf of the Tribunal

T Cullen
Chairman