

SOLICITORS' DISCIPLINARY TRIBUNAL

SOLICITORS ACT 1974

IN THE MATTER OF CHRISTOPHER FREDERICK ORFORD HUTCHINS, AMANDA  
JANE SWAIN, SPENCER PAUL MCGUIRE, solicitors (respondents)

and

LISTER MCGUIRE LLP, recognised body

Upon the application of Jonathan Goodwin  
on behalf of the Solicitors Regulation Authority

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Mr. A. G. Gibson (in the chair)  
Mr. R. Hegarty  
Mr. D. E. Marlow

Date of Hearing: 2<sup>nd</sup> March 2010

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**FINDINGS & DECISION**

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**Appearances**

Jonathan Richard Goodwin, solicitor of Jonathan Goodwin, Solicitor Advocate, 17E Telford Court, Dunkirk Lea, Chester Gates, Chester, CH1 6LT appeared for the Applicant; Richard Smyth, solicitor of DLA Piper UK LLP of 101 Barbirolli Square, Manchester M2 3DL appeared for Mr Hutchins; and Lindsay Keith, solicitor of 1 Bedlam Street, Hurstpierpoint, West Sussex BN6 9EW (assisted by Gareth Edwards Solicitors of Crangle Edwards) appeared for Ms Swain and Mr McGuire. Lister McGuire LLP was not formally represented but Mr Keith accepted that he would undertake anything necessary on behalf of that body.

**Allegations**

In a statement addressed to his application dated 23<sup>rd</sup> April 2009 the following allegations were made against the Respondents namely that:

- (a) contrary to Rule 7 of the Solicitors Accounts Rules 1998 (hereinafter referred to as 1998 Rules) they have failed to remedy breaches promptly upon discovery.
- (b) they withdrew and/or transferred monies from client account other than as permitted by Rule 22 of the 1998 Rules.

- (c) they acted contrary to Rule 1(a), (c) and (d) of the Solicitors Practice Rules 1990 and/or Rule 7 of the 1998 Rules in that, they utilised monies raised from the sale of their head office to repay bank loans and to reduce the office account overdraft, in preference to their financial liabilities and responsibilities to clients, and in circumstances when such funds could, and should have been used to rectify and/or reduce the shortage on client account.
- (d) that they failed to comply with a direction of an Adjudication Panel dated 14<sup>th</sup> December 2005.

### **Factual Background**

1. The Respondents admitted the facts and the allegations.
2. Mr Hutchins, born in 1951, was admitted as a solicitor in 1976. Ms Swain, born in 1959, was admitted as a solicitor in 1986. Mr McGuire, born in 1969, was admitted as a solicitor in 1996. The names of all of the Respondents remained on the Roll.
3. The individual Respondents and a Mr David John Woods had practised in partnership as Lister & Wood, from 1<sup>st</sup> January 1997 until 22<sup>nd</sup> January 2005 when the same individuals commenced practise as a limited liability partnership, Lister & Wood LLP. Mr Wood had been dismissed from membership of Lister & Wood LLP on 3<sup>rd</sup> February 2005. The remaining partners continued to practise as Lister Wood LLP until 21<sup>st</sup> June 2006. On 22<sup>nd</sup> June 2006 Lister & Wood LLP became Lister McGuire LLP, a successor practice to Lister & Wood. All of the practices had offices at 15 Station Road, South Norwood, London SE25 5AH and 4 Ye Market, Selsdon Road, South Croydon, Surrey CR2 6PW.
4. Lister McGuire LLP was a 'recognised body' pursuant to Section 9 of the Administration of Justice Act 1985 and had been subject to the Solicitors Incorporated Practice Rules 2001.
5. On 2<sup>nd</sup> October 2008 an Adjudication Panel resolved to intervene into the practice of Lister McGuire LLP.
6. A Forensic Investigation Officer of the SRA (the FIO) carried out an inspection of the books of account of Lister McGuire LLP commencing 20<sup>th</sup> June 2006. His Report dated 11<sup>th</sup> July 2006 was before the Tribunal.
7. The FIO recorded that the firm's books of account were not in compliance with the Solicitors Accounts Rules.
8. It had not been considered practicable for the FIO to calculate total liabilities to clients, but he had identified a minimum cash shortage of £405,034.99 as at the inspection date, 31<sup>st</sup> May 2006. The Respondents had agreed that there was a shortage in the region of £400,000.
9. On 20<sup>th</sup> September 2005, an Adjudication Panel of the SRA directed the Respondents to repay the minimum shortfall of £597,119.12 on or before 1<sup>st</sup> December 2005. The firm's insurers paid £103,600, reducing the client account minimum shortage to £493,519.12.

10. The Respondents appealed the Adjudication Panel's decision on the basis that they had been given insufficient time. On 14<sup>th</sup> December 2005 the Adjudication Panel allowed the appeal in part, and directed that the Respondents make an interim payment of at least £300,000 by 31<sup>st</sup> January 2006, with the remaining balance to be replaced in full on or before 30<sup>th</sup> June 2006.
11. The FIO reported that the minimum cash shortage of £405,034.99 occurred as a consequence of:-
- |      |   |             |
|------|---|-------------|
| (i)  | unallocated transfers from client to office bank account  |             |
|      | - balance established in a previous FIO's report (which related to the period when Mr Wood was a partner) | £193,519.12 |
|      | - additional unallocated transfers  | £207,085.66 |
| (ii) | debit balances on client ledger accounts  | £ 4,430.21  |
12. The Respondents rectified the debit balances following transfers from client to office bank account during the course of the FIO's inspection.
13. The Respondents indicated that they had made application for a loan of £400,000 to The Law Society's Compensation Fund in June 2006 and that they were awaiting the outcome of that application such funds to be utilised to repay the remaining shortage.
14. The Respondents accepted that whilst there was a cash shortage on their client bank account, they had been utilising client's money for the purposes of unrelated clients.
15. On 30<sup>th</sup> September 2005 and 21<sup>st</sup> October 2005 amounts totalling £120,000 had been paid into the Respondents' firm's office bank account, representing the proceeds of sale of the freehold of the firm's office at 4 Ye Market. On 25<sup>th</sup> October 2005 payments of £18,008.32 and £56,328.24 were used to repay the firm's loans from Barclays Bank.
16. When asked by the FIO why they had not utilised these proceeds of sale to reduce the shortage on client account the Respondents had explained that they had to take serious financial decisions to enable the firm to continue, and had they not done so, they would not have been able to carry on trading.
17. The Respondents' application to the Compensation Fund was refused on 5<sup>th</sup> August 2008, with the consequence that the Respondents took the decision to close their practice.
18. The Tribunal reviewed the Rule 5 statement and supporting documents submitted by the Applicant and the Tribunal had before them the written statements of Mr Hutchins, Ms Swain and Mr McGuire.

### **Findings as to Fact and Law**

19. The facts were not in dispute. The Respondents admitted the allegations and the Tribunal found the allegations to have been substantiated.

## Mitigation

### The Mitigation of Mr Hutchins

20. Mr Hutchins had served 5 years articles and after admission had been engaged in private practice until he opened his own practice in 1986 and subsequently became a partner in a merged firm. He joined Sandoms in 1981 as a private client lawyer in the Deptford office. He was initially employed as a salaried partner dealing principally with probate work. He met David Wood when he joined Sandoms.
21. In 1992 he was offered the role of managing partner at the firm in place of David Wood. David Wood was to continue to deal with the financial aspects of the business. Mr Hutchins remained in that role, despite changes in the partnership, until 2008.
22. When, in approximately July 1996, the then senior partner announced that he wanted to retire, a formal cessation of the partnership was agreed leaving each of the partners with a significant tax liability.
23. Two firms were created following the cessation and each kept the same firm of accountants but Mr Hutchins's firm later sought assistance from a different accountancy firm.
24. The change of accountants had been difficult: the former accountants had not passed information to the new accountants and at about the same time it was decided to contract posting of the accounts to an outside firm and a transfer to a new accounting system proved problematic. David Wood had been in charge of the process.
25. With hindsight, Mr Hutchins recognised that the partners relied too much on the individual performance of other partners. Mr Hutchins relied on David Wood to do everything that was necessary from a finance point of view.
26. The person administering legal aid work did not ensure that when legal aid payments were received they were allocated to the individual client's cases.
27. On 1<sup>st</sup> January 2005, the partnership changed to a LLP and David Wood passed his role of finance partner to Mr McGuire.
28. In early January 2005 the office manager (Mr Hutchins's wife) received a call from the bookkeeping bureau employed to say that they wanted an urgent meeting with her. Mr Hutchins, David Wood and Mr McGuire attended the meeting on about 15<sup>th</sup> January 2005 when it became clear that David Wood had made serious errors. He was told to cease his day to day work and was given three days to solve the problems.
29. Mr Hutchins and Mr McGuire decided to go through all the figures on the day of the meeting. It became clear that the errors pointed out in the meeting had been caused by David Wood. They and their remaining partner agreed to seek immediate legal advice and were advised to suspend David Wood, to call The Law Society, the police and their insurers and they took such action.

30. Mr Hutchins acknowledged with the benefit of hindsight that he should not have allowed any accounting anomalies to persist once they became known and he accepted the allegations. He had come to realise that breaches committed by David Wood and the liabilities to clients should have been repaid immediately upon discovery. The decision to use the proceeds of sale of the freehold of the firm's offices had been made in the belief that had no payment been made to its bankers they (the Bank) would have called in the firm's overdraft facility leaving the firm with no option but to close down.
31. The breaches had not been the result of a deliberate or flagrant failure on Mr Hutchins's part.
32. Mr Hutchins had suffered ill health since 1996 and his condition had deteriorated since 2005 and had been exacerbated by the investigation and the disciplinary proceedings.
33. Mr Hutchins had always performed well in the context of his fee earning ability and his service to his clients. His career had been motivated by a desire to help people. He would have been able to look back on a long, successful and unblemished career had it not been for the action of David Wood.
34. The effect of the events had been to make Mr Hutchins reconsider his future within the profession and to that end he had ceased to practise after the intervention, even though he was allowed to apply for a Practising Certificate. If he ever sought to return to practice that would be only in a position that provided him with supervision.
35. Mr Hutchins found himself in a very difficult financial position, details of which were placed before the Tribunal.

#### The Mitigation of Ms Swain

36. Having qualified in 1986 Ms Swain's first job was as a conveyancing solicitor with David Wood's firm, which in about 1988 merged with a larger firm.
37. After being a salaried partner, Ms Swain became an equity partner in 1991 when she put capital into the practice, money which she had lost. Mr Hutchins joined in 1992.
38. Mr Hutchins had taken over David Wood's position of managing partner but David Wood retained his role of finance partner along with some fee earning work. He seemed to keep a close eye on the accounts and supervising the firm's finances. He appeared to be good with figures.
39. Differences occurred in the running of the practice and eventually, in 1997 Mr Hutchins, David Wood, a partner based at their firm's Peckham office and Ms Swain decided to break away. There was a very acrimonious split.
40. The new firm was called Lister Wood Sandoms for two years and then became Lister and Wood.
41. Mr Wood continued to look after the finances, spending many hours in the accounts department every day, assisted by a cashier and, for a period, by a part-timer. The Peckham partner left LWS soon after having her first child. Mr McGuire had served his articles with the former firm and was qualified as a solicitor and doing well.

42. The dissolution agreement provided that both firms would retain the same accountants. It had become obvious that those accountants were not serving the new partnership well. Mr Hutchins selected a new firm of accountants. Another firm prepared the firm's annual Accountant's Reports to be filed with The Law Society.
43. Ms Swain had attended all formal partners' meetings but, in practice, she just took care of her own work and the staff in her office at Norwood.
44. David Wood was based at Croydon, but he would spend many hours every day in the accounts department at Norwood. He came in very early, before anyone else. No one questioned this.
45. As the years went on, David Wood became more and more bad tempered and untidy. There had been difficulties in getting him to close and clear out old files. His fee earning was poor. It was therefore agreed that Mr McGuire would gradually take over as finance partner. An online accounts bureau had already been appointed to deal with data entry.
46. The Respondents had always thought that all was well as far as the accounts were concerned. At partners' meetings David Wood reported on the state of the overdraft, always within acceptable limits, on fees earned that month, large upcoming outgoings and he gave optimistic reports upon which they relied. They believed they were making an honest though modest living.
47. Early in 2005 the chief executive of their accounting bureau drew to the attention of Mr Hutchins some discrepancies in the books with which David Wood had not dealt. Mr Hutchins and Mr McGuire then discovered a series of problems on David Wood's files.
48. After the review conducted by Mr Hutchins and Mr McGuire the Respondents could not believe that David Wood, whom they all trusted, could have acted as he had. He was escorted off the premises and the locks were changed. The matter was reported to the police, the firm's insurers and The Law Society. The Respondents expected to receive help but none was forthcoming.
49. The insurers and The Law Society sent in their forensic accountants.
50. The insurers refused to pay out on what the Respondents saw as a technicality and they had to spend time and money suing them. The police wondered if a caution to Mr Wood (for effectively stealing more than £600,000 of clients' money) would do but they in fact, did nothing. The insurers had David Wood's flat assigned to them and it was sold. Eventually the Respondents received a small portion of what they should have received to put back into client account.
51. The Law Society required the Respondents to put back into client account some £600,000. Each of the three partners put in £100,000, raised by remortgaging their own houses.
52. The Respondents started proceedings against their accountants who had not alerted the partners to the existing problems and had provided unqualified annual Accountant's Reports.

53. Ms Swain had not been involved in dealing with the accountants' queries which she understood to have related to minor matters.
54. The Respondents had asked The Law Society to make an interim order that the insurers be obliged to pay out until the case against them had been decided but they declined to do so.
55. It had been necessary to appoint new accountants to sort out David Wood's mess which proved difficult, time consuming and expensive.
56. When the Respondents fully realised the position they urgently reviewed their position and immediately made several staff redundant (including Ms Swain's husband, Mr McGuire's wife and cutting down Mrs Hutchins's hours) and made as many other savings as they could. They had to pay legal fees to defend their position, and to pursue the Accountants who had been paid to protect them.
57. The Respondents received advice from their lawyers that they might be entitled to get a loan from The Law Society's Compensation Fund to make good the shortfall. They were investigated thoroughly (which took a long time) but were turned down. As this was an application of "last resort", it followed that the firm would then be intervened. This occurred on 3<sup>rd</sup> October 2008. The firm's staff proved loyal and stayed to the bitter end. At the time conveyancing had almost died out and income was down, so they could not keep going anyway.
58. The partners had either taken very small or no drawings from the firm for many months before its final closure.
59. Ms Swain had been fortunate to find a place as consultant with a solicitors firm in September 2008. Her clients had followed her and she had managed to make a modest living there.
60. Ms Swain had provided details of her financial circumstances to the Tribunal.

#### Mitigation of Mr McGuire

61. Having graduated from the University of Liverpool in July 1990, Mr McGuire had to wait for a place at the College of Law and had experienced difficulties in finding a training contract, eventually being accepted by Sandoms and, qualifying as a solicitor in 1996. Towards the end of that year the firm of Sandoms was due to split up. He agreed to continue with Lister Wood Sandoms, leading to an offer of partnership.
62. When offered the partnership Mr McGuire had been informed that there were no accounts available for inspection because of problems with the accountants. Information provided to him indicated an anomaly in the accounts in the region of £185,000. This was explained as a hangover from the transfer of accounting systems and a problem with postings. All the partners offered an indemnity to Mr McGuire against this sum. Mr McGuire had derived comfort from the unqualified Accountant's Reports that had been filed.
63. When Mr McGuire was present for both the confidential and non-confidential matters at partners' meetings, any possible problems with the accounts were explained away and

camouflaged by David Wood. It was always said that fee income was tied up in the red tape of Legal Aid and other litigation files still to have final accounts/bills to be agreed so the actual income of the firm was not a true reflection of its profitability. Final accounts were prevented from being drawn because of the dispute with the accountants. Any anomalies would eventually be resolved.

64. The organisation within the firm was such that although the partners were equal, there was a distinct division in seniority, Mr Hutchins was the senior partner and David Wood was the finance partner. Mr McGuire's main purpose had been to concentrate on continuing to grow as a fee earner. Mr Hutchins had prepared a statement for the proceedings brought against the firm's accountants in which he had explained that David Woods "ruled the accounts department with a "rod of iron", and that two audits a year revealed nothing untoward.

65. Mr Hutchins had also said

"At no time during that period did Wood ever give any suggestion that he was acting in any way other than totally responsibly"

and that he had gained and held respect for and trust in David Wood.

66. Mr McGuire explained that David Wood spent on average at least 3 hours each day in the accounts department which he seemed to control with great authority and integrity. He was strict in his requirements from fee earners not permitting any deviation from the Solicitors Accounts Rules or the requirements of the accounts department to such an extent that even if there was a minor error on a cheque request then this would be rejected rather than amended before being issued.

67. The ongoing dispute with the accountants was in the hands of Mr Hutchins assisted by David Wood, which, to Mr McGuire's astonishment, the accountants finally resolved by destroying the firm's files, leaving the firm with no reasonable prospect of reconstructing the final accounts.

68. The Respondents' firm did have issues to resolve over the years, including a former litigation partner who did not pull her weight and debates as to whether the firm should continue its Legal Aid service.

69. The Respondents, not being litigators, had the wool pulled over their eyes, first by the litigation partner and by David Wood. It had been because of concerns with the fee earning performance of David Wood and his general attitude to staff that it was decided that Mr McGuire would assume the role of finance partner in order to free David Wood's time to concentrate upon fee earning. Mr McGuire had been due to start on 1<sup>st</sup> January 2005, with guidance from David Wood. His assumption of this role did not properly start before the meeting on 12<sup>th</sup> January 2005 with the bookkeeping agency when the deficits on client account were first brought to the Respondents' notice. It was not understood why the agency had not drawn the attention of the Respondents to these matters earlier.

70. The Respondents' actions immediately after the meeting demonstrated their honesty and integrity and their concern for their clients. When Mr Hutchins and Mr McGuire looked at some of the issues that afternoon, it became clear that there was something very

suspicious about what David Wood had done. The Respondents within days suspended him and informed The Law Society, their insurers and the police. By the end of the month David Wood was expelled from the firm.

71. Mr Hutchins was the only partner with management experience. Mr McGuire bore the burden of getting to grips with the role of finance partner without any guidance.
72. The Respondents provided all assistance to their insurers and The Law Society in investigating the issues. They spent £13,000 on their own accountants' investigations.
73. In the first few months after the revelation that all was not well there were many different matters both to comprehend and deal with such as the insurance claim being refused, leading the Respondents on the advice of counsel to seek a direction from The Law Society requiring the insurers to make good the deficit (which they did not do), the stark reality of the firm's finances had to be ascertained and got to grips with and also the requirements of the SRA – all matters in addition to trying to carry on the full-time job of being a solicitor and bringing in the same level of fee income for the firm to continue to survive.
74. From the outset it was anticipated that as they were the innocent victims of fraud the Respondents would be indemnified and they therefore concentrated upon keeping the firm going.
75. The Respondents were at first “supported” by the insurers' solicitors who comforted them with confirmation that that was what the indemnity was for. When the insurance company refused to settle the claim the only way it was felt that the client account deficit could be cleared was with the firm continuing to trade thereby providing an income to finance everything. The Respondents were not able simply to write out a cheque for over half a million pounds. Money was required to pursue all the avenues they had to take, first in ascertaining the actual deficit, following the advice received that The Law Society would force the insurers to settle the deficit, to pursue the insurers and then to pursue the auditors. Whilst all of this drained resources the Respondents also required legal assistance to deal with the SRA.
76. Because the Respondents had insufficient resources to continue the fight against the insurers and the auditors they were forced to settle the potential action against the insurers who paid to the client account approximately £83,000, being part of the equity held in relation to the sale of David Wood's flat.
77. The action against the auditors was one where the Respondents simply ran out of money. A claim of over £700,000 was settled for a mere £80,000. It was acknowledged that even if the matter had gone to trial, the Respondents would not have recovered the full sum claimed but, when additional damages such as the additional indemnity insurance premiums were included, they would have hoped to receive a minimum of £300,000. Very large sums of money had been spent in pursuing the Respondents' avenues of action.
78. Since David Wood departed in January 2005, after much agonising, several hard decisions had been made to reduce expenditure.

79. Even with the large reduction in the wages bill, the firm still had borrowing including crippling loans from Barclays Bank. Equity was released by the sale of the freehold premises at 4 Ye Market and the sale proceeds were used to redeem the mortgage and additional borrowing with Barclays which led to substantial monthly savings.
80. The Respondents had found themselves “over a barrel.” If they applied the proceeds of sale partially to reduce the deficiency in client account, the withdrawal of credit facilities by the bank would have led to the closure of the firm so that no fee income would have been available to continue to put matters right.
81. The drive to keep the firm going was led by Mr Hutchins. It did make sense that if the firm folded, he would not be able to gain further employment as a solicitor as he would be perceived as a threat to any senior partner. Ms Swain and Mr McGuire would have more chance, but what realistic prospects would they have had with the unresolved issues from their current firm?
82. Mr McGuire and Ms Swain feared that they were ‘tarnished goods’ so far as any possible senior position in legal private practice was concerned and given the state of the professional indemnity market currently and in the foreseeable future.
83. With the firm continuing, each Respondent was able in 2006 to inject £100,000. Mr McGuire having raised money against his matrimonial home and his wife is using the property in her name.
84. In addition to the £300,000 that the Respondents paid into client account, some additional amounts were also paid in.
85. Mr McGuire was the only one of the three partners being sued by Barclays Bank for £107,000, for which there was no defence as each partner gave a personal guarantee for the firm’s borrowing.
86. Mr McGuire’s only property was his home held in joint names with his wife. Mr McGuire’s equity in the property would have been extinguished by the contribution he made to the client account deficit. He had met the costs of raising the £100,000 he paid into client account and had had to meet increased mortgage repayments.
87. Mr McGuire had no realisable assets. His wife was not in paid employment but was registered as a full-time carer for one of their children who was seriously ill.
88. At the time of the hearing Mr McGuire was a consultant with a solicitors’ firm. For the first year he was to receive commission of 50% of fee income produced. Negotiations were taking place with a view to a reduction in this percentage and with a view to preventing Mr McGuire from acting in certain areas of work.
89. The serious illness of a child and the behavioural problems of another child together with the pressures created by the fallout from the closure of Lister McGuire LLP had led to the very real prospect that Mr McGuire’s marriage would not survive. He had been receiving counselling since May 2009.

**Costs**

90. The Applicant sought the costs of and incidental to the application and had provided a schedule of costs to the Tribunal. All parties had agreed a global figure for costs of £15,000.

**Sanction and Reasons**

91. The Tribunal found that the Respondents had been seriously negligent and had been reliant upon a defaulting partner. They were reckless and foolish. It went to their credit that they had admitted the facts and the allegations. The Tribunal recognised that what had happened and the fact that the Respondents had found themselves before their professional regulatory tribunal was a great tragedy for them. However the Tribunal considered that although the shortfall on client account was not of the Respondents' own making it was their responsibility to put it right.
92. The Tribunal took a serious view of the fact that the Respondents realised a partnership asset, the freehold of their premises, and did not immediately apply that money in reduction of the shortfall on client account. The Tribunal noted, however, that the Respondents had mortgaged their domestic properties and each of them had raised funds which were applied in the reduction of the shortfall.
93. All of the Respondents were at fault for not taking a closer interest in the financial affairs of their firm and for not insisting on seeing the firm's accounts and the Tribunal found it extraordinary that the Respondents appeared not to have been required by their accountants to sign the firm's final accounts, which were produced to demonstrate a clear bill of health when there were serious irregularities.
94. The Tribunal recognised that the Respondents had made efforts to secure payments from their professional indemnity insurers and had tried to negotiate terms with the Law Society's Compensation Fund. The Tribunal noted their view that had they had the resources they would further have pursued their indemnifiers and their accountants whom they believed had been negligent.
95. A solicitor's duty to exercise a proper stewardship over clients' money which he or she holds was not only a considerable burden but was of paramount importance for the preservation of the good reputation of the solicitors' profession and the public confidence in that profession.
96. The Tribunal concluded that it would be both appropriate and proportionate to impose fines upon each of the Respondents. The level of fines reflected the fact that Mr Hutchins was the more senior partner even though the three Respondents were equal equity partners in the firm.
97. The Tribunal took the view that such fines must be significant in order to demonstrate to the public and to the profession that it was unacceptable for solicitors to try to keep their firm running rather than do everything possible to replace a shortfall in clients' money.
98. Claims had been made upon The Law Society's Compensation Fund.

99. The Tribunal imposed a fine of £20,000 upon Mr Hutchins and £15,000 upon each of Ms Swain and Mr McGuire. With regard to costs, the Tribunal fixed costs in the agreed sum of £15,000 and ordered that the proportions to be paid by the Respondents were to reflect their respective levels of culpability and ordered that 40% was to be paid by Mr Hutchins and 30% by each of Ms Swain and Mr McGuire. Even though the Tribunal had indicated the proportions in which the costs were to be paid it ruled nevertheless that the liability for costs should be on a joint and several basis.
100. The Tribunal made the following orders:

The Tribunal Ordered that the Respondent, CHRISTOPHER FREDERICK ORFORD HUTCHINS of 1 Alder Close, Crawley Down, West Sussex, RH10 4UL, solicitor, do pay a fine of £20,000.00, such penalty to be forfeit to Her Majesty the Queen, and it further Ordered that the Respondents do pay the costs of and incidental to this application and enquiry fixed in the sum of £15,000.00 to be paid as to 40% by Mr. Hutchins, 30% by Ms Swain and 30% by Mr. McGuire but nevertheless on a joint and several basis.

The Tribunal Ordered that the Respondent, AMANDA JANE SWAIN of E & J Law LLP, 69-71 High Street, Thornton Heath, Surrey, CR7 8RY, solicitor, do pay a fine of £15,000.00, such penalty to be forfeit to Her Majesty the Queen, and it further Ordered that the Respondents do pay the costs of and incidental to this application and enquiry fixed in the sum of £15,000.00 to be paid as to 40% by Mr. Hutchins, 30% by Ms Swain and 30% by Mr. McGuire but nevertheless on a joint and several basis.

The Tribunal Ordered that the Respondent, SPENCER PAUL MCGUIRE of 203 Upper Wickham Lane, Welling, Kent, DA16 3AW, solicitor, do pay a fine of £15,000.00, such penalty to be forfeit to Her Majesty the Queen, and it further Ordered that the Respondents do pay the costs of and incidental to this application and enquiry fixed in the sum of £15,000.00 to be paid as to 40% by Mr. Hutchins, 30% by Ms Swain and 30% by Mr. McGuire but nevertheless on a joint and several basis.

Dated this 30<sup>th</sup> day of April 2010  
On behalf of the Tribunal

Mr. A. G. Gibson  
Chairman