

Steven Diamond

Employee

7174885

[Agreement Date: 13 June 2024](#)

Decision - Agreement

Outcome: Regulatory settlement agreement

Outcome date: 13 June 2024

Published date: 21 June 2024

Firm details

Firm or organisation at date of publication and at time of matters giving rise to outcome

Name: Willans LLP

Address(es): 34 Imperial Square Cheltenham GL50 1QZ

Firm ID: 488471

Outcome details

This outcome was reached by agreement.

Decision details

This outcome was reached by agreement.

Reasons/basis

1. Agreed outcome

1.1 Mr Diamond is employed by Willans Services Limited (WSL). WSL's function is to supply staff to Willans LLP (the Firm). Mr Diamond provides legal services through the Firm in his role as conveyancer. Mr Diamond is undertaking work in the name of, or under the direction or supervision of, a solicitor. He agrees to the following outcome to the investigation of his conduct by the Solicitors Regulation Authority (SRA):

- a. to the SRA making an order under section 43 of the Solicitors Act 1974 (a section 43 order) in relation to Mr Diamond that, from the date of this agreement:



- i. no solicitor shall employ or remunerate him in connection with his practice as a solicitor
- ii. no employee of a solicitor shall employ or remunerate him in connection with the solicitor's practice
- iii. no recognised body shall employ or remunerate him
- iv. no manager or employee of a recognised body shall employ or remunerate him in connection with the business of that body
- v. no recognised body or manager or employee of such a body shall permit him to be a manager of the body
- vi. no recognised body or manager or employee of such body shall permit him to have an interest in the body

except in accordance with the SRA's prior permission

- b. that the above order is not to take effect until 28 days from the signed agreement. The SRA would not consider the Firm to be in breach of the order by employing Mr Diamond if the Firm has applied to the SRA for approval of Mr Diamond's employment prior to the order coming into effect.
- c. to the publication of this agreement
- d. he will pay the costs of the investigation of £300.

2. Summary of facts

2.1 Mr Diamond is employed by Willans Services Limited (WSL). Mr Diamond provides legal services through the Firm in his role as conveyancer. He is not a solicitor.

2.2 In or around October 2020, Mr Diamond was instructed by Client A to prepare a deed of easement. This was to accompany a property purchase which completed on 21 October 2020. At the time of completion, the easement had not yet been granted. An application to register the purchase was made to His Majesty's Land Registry ('HMLR') with a note saying that the deed of easement would follow. However, preparation of the deed was subsequently overlooked.

2.3 HMLR raised a requisition in January 2022 relating to the missing deed. Mr Diamond failed to respond to this which resulted in the application to register the purchase being cancelled.

2.4 In August 2022, Client A contacted Mr Diamond as they were intending to remortgage their home but had noticed that the property had not been transferred into their name, nor had their existing mortgage been registered. Mr Diamond subsequently finalised the deed and application. He arranged to meet Client A and the other party to the deed on 6 September 2022 to have the deed signed.

2.5 Once the deed had been signed, Mr Diamond backdated the deed to 21 October 2020 (the date of initial completion) and submitted this with the application for registration of transfer of registered title to HMLR.



3. Admissions

3.1 Mr Diamond makes the following admissions which the SRA accepts:

- a. that he dated a deed of easement with a date (21 October 2020) two years prior to the date it was actually executed (6 September 2022) and submitted this to HMLR to be registered with the intention that the transfer of property and the deed of grant of easement were dated the same date, being the date on which the parties had initially intended the grant of easement to take effect.
- b. that he was not permitted in law to backdate the deed of easement.
- c. that by backdating this deed he was involved in conduct which means that it is undesirable for him to be involved in a legal practice.

4. Why a section 43 order is appropriate

4.1 The SRA's Enforcement Strategy and its guidance on how it regulates non-authorised persons, sets out its approach to using section 43 orders to control where a non-authorised person can work.

4.2 When considering whether a section 43 order is appropriate in this matter, the SRA has taken into account the admissions made by Mr Diamond and the following mitigation which he has put forward:

- a. Mr Diamond self-reported the conduct to the Compliance Officer for Legal Practice ('COLP') at the Firm
- b. Save for delay, no harm was caused by Mr Diamond's conduct
- c. Mr Diamond has co-operated with the SRA throughout the investigation
- d. This was an isolated incident
- e. Mr Diamond is of previous good character
- f. Mr Diamond has shown remorse and insight

4.3 The SRA and Mr Diamond agree that a section 43 order is appropriate because:

- a. Mr Diamond is not a solicitor
- b. his employment or remuneration at the Firm means that he was involved in legal practice
- c. by backdating a deed of easement, Mr Diamond has occasioned or been party to an act or default in relation to a legal practice. Mr Diamond's conduct in relation to that act or default makes it undesirable for him to be involved in a legal practice

4.4 Mr Diamond's conduct makes it undesirable for him to be involved in a legal practice because:

- a. Mr Diamond acted recklessly. The information which Mr Diamond provided in the deed was not accurate and had the potential to



mislead HMLR or any other party who viewed the document into thinking it had been signed at the date of completion when it had not. Knowingly providing incorrect information in a deed of grant of easement to HMLR is not being 'scrupulous about accuracy' even if Mr Diamond genuinely believed that there was no practical difference to backdating the document given that the earlier date was the date which the parties had initially intended the grant of easement to take effect. A professional who was not acting recklessly would have ensured that the information that they provided to HMLR was accurate.

- b. Mr Diamond did not act in the best interests of his clients or in a way that upholds public trust and confidence in the solicitors' profession. When completing the deed of easement, Mr Diamond should have ensured that the information provided in the deed, including the date, was correct. Mr Diamond has been in the profession for more than 30 years and should have known that it is wrong to backdate a document.

5. Publication

5.1 The SRA considers it appropriate that this agreement is published in the interests of transparency in the regulatory process. Mr Diamond agrees to the publication of this agreement.

6. Acting in a way which is inconsistent with this agreement

6.1 Mr Diamond agrees that he will not deny the admissions made in this agreement or act in any way which is inconsistent with it.

7. Costs

7.1 Mr Diamond agrees to pay the costs of the SRA's investigation in the sum of £300. Such costs are due within 28 days of a statement of costs due being issued by the SRA.

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