

Christopher Sweetman

Solicitor

010649

[Agreement Date: 24 January 2025](#)

Decision - Agreement

Outcome: Regulatory settlement agreement

Outcome date: 24 January 2025

Published date: 3 February 2025

Firm details

Firm or organisation at time of matters giving rise to outcome

Name: Christopher Sweetman

Address(es): 4 Grove Close, Packington, Ashby-de-la-Zouch, LE65 1SR

Firm ID: 820541

Firm or organisation at date of publication

Name: Sweetman Solicitors

Address(es): 4 Grove Close, Packington, Ashby-de-la-Zouch, LE65 1SR

Firm ID: 8007716

Outcome details

This outcome was reached by agreement.

Decision details

1. Agreed outcome

1.1 Christopher Nigel Sweetman, a solicitor who:

- from 23 April 2021 to 9 August 2024 practised on his own account under regulation 10.2 of the SRA Authorisation of Individuals Regulations and
- since 9 August 2024 has practised as a recognised sole practitioner at Sweetman Solicitors



agrees to the following outcome to the investigation of his conduct by the Solicitors Regulation Authority (SRA):

- a. he is rebuked
- b. to the publication of this agreement
- c. he will pay the costs of the investigation of £300.

2. Summary of Facts

2.1 Mr Sweetman was instructed, in his capacity as a solicitor practising on his own account to act for a client in relation to divorce proceedings. At the time, Mr Sweetman was also a director of, a non-SRA regulated company ('the company') which provides a range of legal and non-legal services to those seeking a divorce. In addition to Mr Sweetman, the company had three other directors, all of whom were non-solicitors, two of whom were Mr A and Mrs A.

2.2 At an early stage after taking instructions, Mr A and Mrs A made an offer to purchase the former matrimonial home of Mr Sweetman's client. The offer was subsequently withdrawn.

2.3 On 10 August 2023, Mr Sweetman gave an undertaking to the opposing party's legal representative, that:

- a. he would not share the opposing party's financial information with the company or Mr A and Mrs A directly;
- b. he would not share correspondence between him and the opposing party's legal representative regarding the opposing party's finances and the negotiations, with Mr A and Mrs A;
- c. all correspondence would be from Mr Sweetman as an individual and not in the name of the company; and
- d. that the file would be personally handled by him.

2.4 Mr Sweetman breached his undertaking on the following occasions:

- a. On 5 February 2024
 - i. he emailed the opposing party's legal representative from his email address at the company which contained the company email signature and copied in Mr A and,
 - ii. he attached a revised letter of instruction to the single joint expert which contained revisions made by Mr A.
- b. On 6 February 2024, on three separate occasions, he emailed the jointly instructed surveyor from his email address at the company which contained the company email signature.
- c. On or around 22 July 2024, he asked Mr A to prepare a settlement agreement, which Mr A did.

3. Admissions



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

- a. On 5 and 6 February 2024 and on/around 22 July 2024 he breached an undertaking given on 10 August 2023 to an opposing party's legal representative, in breach of paragraph 1.3 of the SRA Code of Conduct for Solicitors, RELs and RFLs.

4. Why a written rebuke is an appropriate outcome

4.1 The SRA's Enforcement Strategy sets out its approach to the use of its enforcement powers where there has been a failure to meet its standards or requirements.

4.2 When considering the appropriate sanctions and controls in this matter, the SRA has taken into account the admissions made by Mr Sweetman and the following mitigation which he has put forward:

- a. Mr Sweetman has shown remorse and acceptance of his conduct and apologised to the SRA.
- b. Most of the breaches were technical breaches because he sent emails from his email address at the company and were not copied to any third party.
- c. He has since read guidance on undertakings to avoid repetition in future.
- d. There was no harm caused.
- e. There was no deliberate intent.

4.3 The SRA considers that a written rebuke is the appropriate outcome because:

- a. Failure to comply with an undertaking is a serious matter given the reliance placed on them by legal professionals, clients and other parties. The breach of an undertaking given by a solicitor damages public confidence in the profession.
- b. The court had, in January 2024, reminded the parties to maintain confidentiality throughout the proceedings.
- c. The conduct was repeated, and the opposing party's legal representative had drawn Mr Sweetman's attention to the breach on 6 February 2024. However, he sent a further two emails to the jointly instructed surveyor after this.
- d. Mr Sweetman breached his undertaking again in July 2024 after being notified of the investigation into his conduct in this matter which meant that the breach persisted longer than appropriate.
- e. Mr Sweetman has demonstrated a lack of understanding in relation to what comprises an undertaking and the obligation a solicitor's undertaking creates. There is a risk of repetition if he were to give any undertakings in future.



- f. His conduct was reckless as to the risk of harm/his regulatory obligations.

5. Publication

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

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

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

6.1 If Mr Sweetman denies the admissions or acts in a way which is inconsistent with this agreement, the conduct which is subject to this agreement may be considered further by the SRA. That may result in a disciplinary outcome or a referral to the Solicitors Disciplinary Tribunal on the original facts and allegations.

6.2 Denying the admissions made or acting in a way which is inconsistent with this agreement may also constitute a separate breach of principles 2 and 5 of the Principles and paragraph 7.3 of the Code of Conduct for Solicitors, RELs and RFLs.

7. Costs

7.1 Mr Sweetman 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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