

Andrew Bonell
Solicitor
082981

[Agreement Date: 27 June 2024](#)

Decision - Agreement

Outcome: Regulatory settlement agreement

Outcome date: 27 June 2024

Published date: 5 July 2024

Firm details

Firm or organisation at time of matters giving rise to outcome

Name: Bonell & Co

Address(es): 2 Chestnut Walk Stratford-Upon-Avon, CV37 6HG

Firm ID: 070830

Outcome details

This outcome was reached by agreement.

Decision details

1, Agreed outcome and undertakings

1.1 Andrew Bonell, a solicitor and former Partner of Bonell & Co (the Firm), agrees to the following outcome to the investigation of his conduct by the Solicitors Regulation Authority (SRA):

- a. he undertakes to remove himself from the Roll of Solicitors (the Roll) within 14 days of the date of this Agreement
- b. he undertakes not to apply for restoration of the Roll without the prior agreement of the SRA
- c. to the publication of this agreement
- d. he will pay the costs of the investigation of £300.

1.2 Andrew Bonell provides the following undertakings to the SRA:

- a. he undertakes to remove himself from the Roll of Solicitors (the Roll) within 14 days of the date of this Agreement



- b. he undertakes not to apply for restoration of the Roll without the prior agreement of the SRA
- c. He will not:
 - i. be employed or remunerated by a solicitor in connection with a solicitor's practice;
 - ii. undertake work in the name of, or under the direction or supervision of a Solicitor;
 - iii. be employed or remunerated by a recognised body;
 - iv. be employed or remunerated by a manager or employee of a recognised body in connection with that body's business;
 - v. be a manager of a recognised body and;
 - vi. have or intend to acquire an interest in such a body

without such solicitor or authorised body seeking prior approval from the SRA.

2. Summary of Facts

2.1 In 2001 Mr Bonell was engaged by a bank to oversee the sale of a commercial property formerly owned by two business partners. The proceeds were to be equally distributed to the partners once all charges had been met.

2.2 The sale completed on 12 April 2001. The Firm distributed the half share to the first partner on 21 May 2001 but was unable to locate the second partner. The SRA is satisfied that Mr Bonell made reasonable and genuine attempts to locate the second partner at the time. The issue of concern is how he addressed being left with the funds unable to pay them to the second partner.

2.3 On 4 April 2018 Mr Bonell transferred £15,323.13 out of client account into the Firm's office account. An invoice for this amount was drafted by Mr Bonell on 4 December 2018 stating it was for "all post completion work". The invoice was not forwarded to any party or client in the matter.

2.4 Mr Bonell has confirmed to the SRA that the work undertaken post completion did not justify the amount of money he billed the second partner and then transferred from client account.

2.5 Mr Bonell sold the firm in January 2021. The firm was contacted by the second partner's representatives on 22 November 2022 confirming that her share has not been distributed. Following a review, the second partner was reimbursed fully with interest in January 2024.

3. Admissions

3.1 Andrew Bonell makes the following admissions which the SRA accepts that by agreeing to the conduct summarised above he breached



the following SRA Principles and Rules of 2011:

- a. Principle 2 which states that you act with integrity
- b. Principle 10 which states that you protect client money and assets.
- c. SRA Code of Conduct Outcome 1.15 which states that you properly account to clients for any financial benefit you receive as a result of your instructions
- d. SRA Accounts Rules Rule 1.2 which states that you must comply with the Principles set out in the Handbook, and the outcomes in Chapter 7 of the SRA Code of Conduct in relation to the effective financial management of the firm, and in particular must: (a) keep other people's money separate from money belonging to you or your firm;
- e. SRA Accounts Rules Rule 20.1 (k) which states that Client money may only be withdrawn from a client account when it is: money not covered by 20.1 (k) - (a) to (i), withdrawn from the account on the written authorisation of the SRA.

4. Why the agreed outcome is appropriate

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 Bonell and the following mitigation which he has put forward:

- a. Mr Bonell had made effort to contact the second partner and her potential creditors. Mr Bonell's intent was not personal gain but to close a dormant account that had been open for over 17 years.
- b. This is a singular breach after a long career.
- c. Mr Bonell retired in April 2023, his Practising Certificate was revoked on 11 December 2023. Consequently, there is no ongoing risk to the public of any repetition of this breach.
- d. Mr Bonell has submitted independent evidence, which the SRA has accepted, that he could not fully engage with the processes required for this matter to be investigated further and referred to the Solicitors Disciplinary Tribunal.

4.3 The SRA considers that removal from the Roll is the appropriate outcome because:

- a. Mr Bonell transferred funds to the Firm he knew did not belong to the Firm and the Firm benefitted from this until 3 January 2023.
- b. He did this without accounting to the second partner or obtaining express permission from the SRA.
- c. Mr Bonell's removal from the Roll will prevent him undertaking any further legal work to prevent any future risk to the public.



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. Andrew Bonell agrees to the publication of this agreement.

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

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

6.2 If Mr Bonell denies the admissions within paragraph 3.1, or breaches the undertaking referred to in paragraph 1.2, 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.

6.3 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.

6.4 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 3.2 of the Code of Conduct for Firms.

7. Costs

7.1 Andrew Bonell 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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