

**THE SOLICITORS (SCOTLAND) ACT 1980  
THE SCOTTISH SOLICITORS' DISCIPLINE TRIBUNAL  
(PROCEDURE RULES 2008)**

**F I N D I N G S**

**in Complaint**

**by**

**THE COUNCIL OF THE LAW SOCIETY of  
SCOTLAND, formerly at 26 Drumsheugh  
Gardens, Edinburgh and now at Atria One, 144  
Morrison Street, Edinburgh**

**against**

**DAVID JOHN ARMSTRONG, of Neill Clark &  
Murray Solicitors, 3 Ardgowan Square,  
Greenock**

1. A Complaint dated 7 March 2016 was lodged with the Scottish Solicitors' Discipline Tribunal by the Council of the Law Society (hereinafter referred to as "the Complainers") averring that, David John Armstrong, of Neill Clark & Murray Solicitors, 3 Ardgowan Square, Greenock (hereinafter referred to as "the Respondent") was a practitioner who may have been guilty of professional misconduct.
2. The Secondary Complainer is Mrs Mary McGilp Edgar of 67 Nicholson Street, Greenock.
3. The Tribunal caused a copy of the Complaint as lodged to be served upon the Respondent. Answers were lodged for the Respondent.
4. In terms of its Rules the Tribunal appointed the Complaint to be heard on 21 April 2016 and notice thereof was duly served on the Respondent.
5. The hearing took place on 21 April 2016. The Complainers were represented by their Fiscal, Paul Reid, Solicitor Advocate, Glasgow. The Respondent was present and represented by James McCann, Solicitor, Clydebank.

6. A Joint Minute was lodged admitting the facts, averments of duty and averments of professional misconduct in the Complaint.
7. After hearing submissions from both parties and in response to enquiries from the Tribunal, the Complaint and Joint Minute were amended.
8. The Tribunal found the following facts established:-

8.1 The Respondent is David John Armstrong. He is designed care of Neill Clark & Murray, Solicitors, 3 Ardgowan Square, Greenock. He was born 8 May 1970. He was enrolled as a solicitor on or about 25 October 1993. From on or about 29 April 1994 through to 30 September 1994 he was employed by the National Health Service Scotland, Anderson House, Breadalbane, Bonnington Road, Edinburgh. From 3 October 1994 through to 19 May 1995 he was employed with the firm Hogg & Company of 5 Grahams Road, Falkirk. From 22 May 1995 through to 4 August 1995 he was employed with Armours Solicitors of 153 Queen Street, Glasgow. From 1 November 1995 through to 15 December 1995 he was employed by Yuill & Kyle, Solicitors, 79 West Regent Street, Glasgow. From 3 January 1996 until 2 February 2001 he was initially employed then laterally a partner of the firm Lyons Laing, Solicitors, 5 George Square, Greenock. From 1 November 2001 to date he has been a partner of the firm Neill Clark & Murray, Solicitors, 3 Argowan Square, Greenock.

Mrs Mary Edgar

8.2 Mrs Mary Edgar resides at 67 Nicolson Street, Greenock PA15 1TL. She formally owned the property in joint names with her husband. The property was purchased in 2003. Her husband deceased in 2006. Her husband is a Mr A. They purchased Flat 1/2, 67 Nicolson Street, Greenock PA15 1TL in terms of the statutory Right to Buy Scheme. Title was taken in the joint names of Mr A and Mrs Edgar. There was a survivorship destination clause. The disposition in their favour was registered in the Land register of Scotland on 27 November 2003. On 1 June 2006 the Secondary Complainer's husband died.

- 8.3 Mrs Edgar had 2 children. Her son is a Mr B. In or about November 2008 her son had found himself in financial difficulty as a consequence of numerous and various debts which were in his name. At the time Mrs Edgar was aged 74. Her health was not good. The son pressed his mother in an effort to persuade her to relinquish her assets to allow certain debts he had incurred to be paid. Mrs Edgar and her son visited the premises of Halifax Bank of Scotland and a mortgage with that organisation was arranged on the basis that Mrs Edgar would convey her interest in 67 Nicolson Street from her name alone into the joint names of her and her son. A security would be granted over the property in favour of Halifax Bank of Scotland who would lend money. The parties were referred to the Respondent to deal with the conveyancing.
- 8.4 The Respondent wrote to Mrs Edgar and her son on 19 November 2008 advising that he had been contacted by the lender in connection with the transfer of Title and remortgage. This letter advised that the property was to be transferred into joint names at which time the parties would be obtaining a secured loan of £26,000. On 6 December 2008 the lender issued mortgage papers which were in a standard format. On 10 December 2008 the Respondent issued a Terms of Business letter which was addressed to both Mrs Edgar and her son.
- 8.5 Mrs Edgar and her son attended at the office of the Respondent on 11 December 2008. The meeting was brief. The advice offered by the Respondent was described as cursory. An attendance note marked by the Respondent on his file advises “advising them of the terms of the DISP, letter of non-evacuation, standard security and affidavits and they signed them and witnessed them. Taking copies of their passports, his driving license and her Scottish Power bill. Also taking Mr A’s Death Certificate. The clients have plenty copies and do not need it back. Advised I will request funds for tomorrow and they agreed with this. They would like to make wills and will call me in the New Year to make appointments”.
- 8.6 A Draft Disposition on the file bears to provide that Mrs Edgar disposed a one half share of her property to her son in consideration of the “love, favour and affection” which she bore for him and contained a survivorship destination. Mrs Edgar also subscribed an affidavit dated 11 December 2008 declaring that the

survivorship destination contained in the original title had not been evacuated prior to her husband's death. A Certificate of Title which bears to have been signed by the Respondent on 11 December was intimated to the lender to facilitate funds being made available for completion on 12 December 2008. On 12 December 2008 the solicitor wrote to the parties advising he had received the mortgage funds. With that communication he enclosed his receipted business account together with a cheque for the net-free proceeds of sale. The firm of the Respondent issued a cheque dated 12 December 2008 which was payable to Mr A and Mrs Edgar for the sum of £25,272.95 which represented the free proceeds of the Halifax/Bank of Scotland loan. This cheque was paid into the bank account of the son. The proceeds of the cheque were thereafter utilised by him to settle a variety of debts in his name.

8.7 Subsequently Mrs Edgar raised proceedings in the Court of Session for the production and reduction of the disposition dated 11 December 2008 in terms of which she transferred one half interest in the subject at 67 Nicolson Street, Greenock to her son. A proof in respect of the litigation took place before Lord Burns between 26 and 29 November 2013. Lord Burns issued an opinion in the matter *Edgar v Edgar* under reference 2014CSOH60.

9. Having heard submissions from both parties and having considered the matter very carefully, the Tribunal found the Respondent guilty of professional misconduct in respect of:

9.1 his accepting instructions to act on behalf of two parties whose interests conflicted in breach of rule 3 of the Solicitors (Scotland) Practice Rules 1986; and

9.2 his accepting instructions to act on behalf of both parties in a conveyance and subsequent security transaction where a dispute might reasonably have been expected to arise between the parties and without sending out a conflict letter in terms of rule 5(2) of the 1986 Practice Rules in breach of rule 5 of the 1986 Practice Rules.

10. Having considered the mitigation put forward on behalf of the Respondent, the Tribunal pronounced an Interlocutor in the following terms:-

Edinburgh 21 April 2016. The Tribunal having considered the Complaint dated 7 March 2016 at the instance of the Council of the Law Society of Scotland against David John Armstrong, of Neill Clark & Murray Solicitors, 3 Ardgowan Square, Greenock; Find the Respondent guilty of professional misconduct in respect of his breach of rules 3 and 5 of the Solicitors (Scotland) Practice Rules 1986; Censure the Respondent; Find the Respondent liable in the expenses of the Complainers and of the Tribunal including expenses of the Clerk, chargeable on a time and line basis as the same may be taxed by the Auditor of the Court of Session on an agent and client, client paying basis in terms of Chapter Three of the last published Law Society's Table of Fees for general business with a unit rate of £14.00; and Direct that publicity will be given to this decision and that this publicity should include the name of the Respondent and may but has no need to include the names of anyone other than the Respondent.

**(signed)**

**Nicholas Whyte**

**Vice Chairman**

11. A copy of the foregoing together with a copy of the Findings certified by the Clerk to the Tribunal as correct were duly sent to the Respondent by recorded delivery service on

**IN THE NAME OF THE TRIBUNAL**

**Nicholas Whyte**  
**Vice Chairman**

**NOTE**

A Joint Minute had been lodged in advance of the Tribunal hearing admitting the averments of fact, averments of duty and averments of professional misconduct in the Complaint subject to an extra paragraph as set out in the Joint Minute.

**SUBMISSIONS FOR THE COMPLAINERS**

Mr Reid outlined the factual circumstances in the Complaint. The Secondary Complainer's son had been in financial difficulties and persuaded the Secondary Complainer to relinquish her assets in order to pay the son's debt. When the Secondary Complainer came to the Respondent's office on 11 December 2008 the meeting was brief. The cheque that was issued by the Respondent was made payable to the Secondary Complainer and her son but it was then paid into the bank account of the son and the money was used by the son. The Respondent did not send the conflict letter in terms of rule 5(2) of the 1986 Practice Rules.

Mr Reid referred the Tribunal to paragraph 30 of the Opinion of Lord Burns in the Court of Session court action which had resulted in the Disposition being reduced. Lord Burns at paragraph 30 refers to the Respondent's evidence not being reliable and to his view that the explanation given by the Respondent to the Secondary Complainer on 11 December 2008 being somewhat cursory. Mr Reid submitted that the Secondary Complainer did not properly appreciate what she was signing. Mr Reid invited the Tribunal to make a finding of professional misconduct.

**SUBMISSIONS FOR THE RESPONDENT**

Mr McCann referred to his written plea in mitigation and submitted that the Complaint alleged a potential conflict. He explained that at the time the Respondent was blind to this. He referred the Tribunal to Respondent's Productions 1 and 2 which were letters sent out by the Respondent which showed he was being open, candid and professional. The Respondent did not know either the Secondary Complainer or her son prior to their instructions and treated the matter as joint instructions. The clients had already organised a joint loan. It was clear from paragraph 30 of Lord Burns' decision that the Respondent did go through the documentation with the Secondary Complainer. The letters at R1, 2 and 6 were sent out by the Respondent but were not received by the Secondary Complainer because her son took them. The Respondent however did not know this. The Respondent also was unaware at the time of any ill-health on the part of the Secondary Complainer.

Mr McCann referred the Tribunal to the 2006 and 2014 editions of Paterson & Ritchie. Paragraph 7.15.10 was in the same terms in both editions. He referred the Tribunal to paragraph 7.15.11 which indicated that gifts between spouses and gifts from parents to children would not automatically give rise to a conflict of interest. Mr McCann submitted that in this case it was a potential conflict rather than an actual conflict. He submitted that use of the bank of mum and dad was common place.

Mr McCann stated that in his view if a solicitor acted for the parent and the child it was a fundamental requirement that a conflict letter in terms of rule 5(2) of the 1986 Practice Rules was sent out. In this case the Respondent thought that a letter had been sent but it was not on the file. Given that Lord Burns had indicated that the Secondary Complainer did not receive letters from the Respondent, even if it had been sent she would not have received it. Mr McCann stated that rule 5(2) encouraged solicitors to think that there was an opt-out.

The Respondent acted in November 2008. He had no knowledge that the Secondary Complainer did not receive any of the money. The next he heard was when the Secondary Complainer and her daughter came in to see him in 2011. By this time the damage had already been done. Mr McCann submitted that it was not the case that solicitors were unable to act for a parent and child in this situation but caution required to be exercised.

The Chairman queried as to whether or not there was an actual conflict of interest between the parties. Mr McCann stated that it should have been foreseeable that there was a risk to the interests of the Secondary Complainer. The Chairman pointed out that there were two aspects being the gift and also the security. Paterson & Ritchie was talking about the gift of property rather than a gift and an associated loan. Mr McCann suggested that these things went on all the time and that if no section 5(2) letter had been sent solicitors were just given a warning.

Mr McCann suggested that if there was a potential risk it was up to the solicitor to bring the darker side to light and be aware of the risks. However in this situation it was unusual and extreme. The information in connection with smuggling letters and the medical information was not available to the Respondent.

Mr Reid submitted that there were two stages, there was the title transfer and the survivorship clause and it was accordingly an obvious conflict.



Mr McCann pointed out that the pleadings referred to a potential conflict. Mr Reid indicated that he had to concede that he had pled the case on the basis of potential conflict but that the lack of a letter having been sent was the crux of the matter.

In response to a question from a Tribunal member, it was confirmed that the Respondent's firm had a system in place where these letters would be sent out and the Respondent thought that it had been sent in this case but when he was confronted with the file he had to accept that he was wrong.

Another member of the Tribunal queried of the parties if they could explain what they meant by the difference between potential and actual conflict at the time of instruction. Mr McCann stated that if there were two separate professional interests there would be an actual conflict. A potential conflict was not obvious at the time but might arise later. Mr McCann submitted that there was no obvious subsisting conflict in this situation as there was no dispute.

A Tribunal member queried with Mr Reid whether the Law Society's position was that if a section 5(2) letter had been sent the matter might not have come to the Tribunal. Mr Reid indicated that if the section 5(2) letter had been sent matters might not have reached the Tribunal. Mr Reid advised that it was the court action reducing the Disposition which had brought matters to the attention of the Regulator who then had to act.

The Tribunal adjourned to consider its decision on whether or not the facts amounted to professional misconduct.

The Tribunal found itself in difficulty because there was a contradiction between the case that had been pled and what parties had submitted to the Tribunal in oral submissions. The averment of a breach of rule 3 of the 1986 Practice Rules had been admitted in terms of the Joint Minute. Oral submissions from parties however had indicated that it was a breach of rule 5(2) re a failure to send a conflict letter and a possibility of potential conflict that was agreed between the parties. The Tribunal allowed parties on adjournment so that they could be clear on what basis the Tribunal was being asked to make a finding of professional misconduct.

After the adjournment, Mr Reid advised that the Law Society's position was that there was a clear breach of rule 3 of the 1986 Practice Rules as the interests of the Secondary Complainer and her son were in conflict due to the fact that the Secondary Complainer was disposing half of her unencumbered property, was taking out a standard security for £26,000 and the survivorship clause

placed her son at a considerable advantage. The Respondent accordingly should not have acted and rule 5 stated that it was without prejudice to the generality of rule 3. Mr Reid accordingly moved the Tribunal to allow him to amend the Complaint to delete the reference to “potential” conflict and to add “A breach of rule 5 of the 1986 Practice Rules” to the averment of misconduct.

Mr McCann indicated that he opposed any amendment of the Complaint at this stage because in presenting his defence he was saying that looking back the Respondent had failed to detect a potential conflict. Mr McCann indicated that the basis of the plea of guilty was that this combined with the failure to send a conflict letter combined with the fact of the court action reducing the Disposition was sufficient for professional misconduct.

The Chairman queried with Mr McCann the fact that the Joint Minute which had been lodged admitted a breach of rule 3. Mr McCann stated that if rule 3 applied, a section 5(2) letter was of no benefit and therefore there was a trap in the structure. Mr McCann clarified that the Respondent did accept a breach of rule 3 but that this breach was mitigated by what he had put forward but this was not a defence. Mr McCann confirmed that he could not allege any prejudice to the Respondent by the amendments suggested by Mr Reid.

### **DECISION OF TRIBUNAL IN RESPECT OF ALLOWING AMENDMENT OF THE COMPLAINT**

The Tribunal considered that the amendment of the Complaint should be allowed as the Respondent had not claimed that he would be prejudiced by the allowing of the amendment at this stage. In terms of rule 45 of the Tribunal Rules 2008 the Tribunal considered that the amendment was within the scope of the original Complaint.

It was confirmed by parties that the Joint Minute should also be amended to reflect the amendments made to the Complaint. This was done.

Mr McCann indicated that he had nothing further to add.

### **DECISION IN RESPECT OF PROFESSIONAL MISCONDUCT**

In this case the Respondent accepted instructions to act on behalf of the Secondary Complainer and her son. Although the Tribunal accept that there was joint instruction, the interests of the Secondary

Complainer and her son clearly conflicted. The Secondary Complainer was not only disposing half of her property but was also encumbering her property with a standard security. The Secondary Complainer had started off with a clear title with no loan liability over her property. The Tribunal noted what is said in Paterson & Ritchie about gifts from parents to children not automatically giving rise to a conflict of interest. However in this case the liability imposed on the Secondary Complainer by the taking on of a security and a loan in the Tribunal's opinion does result in a breach of rule 3 of the 1986 Practice Rules. The Respondent had in any event after some confusion pled guilty to a breach of rule 3.

Rule 5 of the 1986 Practice Rules starts off by saying "without prejudice to the generality of rule 3". rule 5 contains a general prohibition on acting in a conveyance for seller and purchaser and allows certain exceptions to this rule if no dispute can reasonably be expected to arise. The Tribunal consider that in this situation a dispute could reasonably have been expected to arise and in any event even if this was not the case, to fall within exception (c) of rule 5 the Respondent would have had to send out a conflict letter in terms of rule 5(2) of the 1986 Practice Rules. The Tribunal did not consider that this case was a straightforward transaction between blood relatives. The Tribunal accordingly found the Respondent guilty of professional misconduct in respect of his breach of rule 3 and rule 5 of the 1986 Practice Rules and considered that this was sufficient to meet the Sharp Test.

Mr McCann then referred to his written plea in mitigation:-

1. The Respondent has been practising since admission as a Solicitor in 1993 and has no prior adverse disciplinary finding. He has generally been involved in conveyancing and property matters, has always worked hard and efficiently, and has also sought to maintain professional and co-operative relationships with all his clients and his professional colleagues.
2. The Respondent has been extremely anxious and remorseful about his involvement in this case which became necessarily prolonged after he originally acted for Mrs Edgar and her son at the end of 2008 due to Mrs Edgar having thereafter raised an action in the Court of Session. That action was for reduction of the Disposition which she had signed in favour of herself and her son, to transfer the property from her sole name to the joint names of herself and her son Mr B. Decree of Reduction was eventually granted after Proof, by Lord Burns.

3. The Respondent fell into this error, when proceeding on the basis of joint instructions received from the Halifax/Bank of Scotland which indicated that the application by Mrs Edgar and her son had already been accepted by the Bank for the purposes of a secured loan of £26,000 over her property. The Respondent had not been, at any earlier stage, in the position of advising either Mrs Edgar or her son Mr B on the process of application for such a loan, which the Respondent understood had been decided upon and agreed within the family, including the Respondent's daughter who he recalled to have taken an interest in assisting her mother.
4. The Respondent was reacting to joint instructions and failed to see the potential conflict in the transfer of a sole Title to a joint Title, even within a family setting.
5. It is admitted that Lord Burns, after hearing the case in the Court of Session, issued an Interlocutor reducing the Disposition of Mrs Edgar's sole Title from herself to the joint names of herself and her son Mr B. It is accepted that Lord Burns described the meeting when the documents were signed as "cursory". It is respectfully submitted that where conveyancing Solicitors in general practice are dealing with the instructions from a Building Society, where agreement has already been reached between the parties and within the family, then they are dealing with deeds which are reasonably familiar and common place. The Respondent never at any stage formed the impression that the son Mr B was unduly influencing, or manipulating, his mother, and he proceeded on the basis that he was implementing clear joint instructions from both parties. There was ample opportunity at the meeting for Mrs Edgar to ask, and receive explanations, about all aspects of the situation.
6. When his work was completed the Respondent's firm accounted to the parties by issuing a cheque dated 12.12.08 payable to "Mr B and Mrs Edgar" for the sum of £25,273.95 being the net free proceeds of the joint loan, after deduction of legal fees, VAT and outlays. That cheque appears to have been endorsed by both parties on 16th December 2008 and the Respondent has no way of knowing how the funds were thereafter applied or disposed of. He never had any information indicating that the son Mr B had business problems that would increase the risk of his expending or disposing of any money received from his mother. The Respondent's understanding throughout was that Mrs Edgar and her daughter and her son had come to the view that this was the arrangement that should be followed, for the purpose

of home improvements and also paying certain debts already incurred by the son Mr B. There was no hint of dispute or conflict between the parties at the time, or for a period of several years thereafter. It was not until 25th February 2011 when Mrs Edgar and her daughter came to see the Respondent, that the Respondent was told of serious dissent within the family on financial matters, and Mrs Edgar was then referred to new agents.

7. The Respondent accepts that he should have detected the potential conflict in the simple fact of the mother transferring a sole Title to a joint Title, albeit it was to herself and her son. He should have considered taking independent professional advice although it is respectfully submitted that the position in 2008 was perhaps not as clear as it is now, in regard to such matters. The First Edition of "Paterson & Ritchie" (2006) says at Paragraph 7.15.11 ..."gifts between Spouses and gifts from parents to children would not automatically give rise to a conflict of interest, provided that the donor is clearly capable of giving instructions and fully understands the nature of the transaction". It is important to emphasise that although Lord Burns heard evidence at length in a Proof, including evidence that Mrs Edgar suffered from Meunier's disease and was taking medication which could to an extent affect cognition, none of that evidence whatsoever was made available to or was known to the Respondent at the time he was acting back in 2008. Later in Paterson & Ritchie, within the said Paragraph 7.15.11 it is said that it is advisable to take instructions from the donor outwith the presence of the donee to ensure the absence of undue influence. While the Respondent had no basis to think that there was undue influence here, it would have been wiser not to accept these instructions and to insist that at least for the transfer from the sole Title to the joint Title, Mrs Edgar should have been referred to independent advice. Thereafter in the second half of the transaction, in completing the loan and the accounting to the joint Title holders as the Title was then constituted, for the free proceeds, reflected the usual way of dealing with loans from a joint Title.
8. The Respondent had made efforts through his agents to try and bring this matter to a conclusion earlier by paying appropriate compensation to Mrs Edgar and apologising to her. However because Mrs Edgar had through her own agents raised a second action in the Court of Session against the Respondent's firm, the agents acting under the Master Policy issued a clear prohibition against the Respondent's agents trying to resolve this matter. That case by Mrs Edgar's agents, against the Respondent's firm following on from that Judgement by Lord

Burns, is still live in the Court of Session at the date of this Hearing. That has made it difficult for the Respondent and his advisers to take any steps to bring the matter to an earlier conclusion, by some sort of apology and compromise payment to Mrs Edgar, which has been impossible to achieve in the circumstances.

9. The Respondent, as stated above, deeply regrets and is remorseful about this situation, which has gone on so long and where he has been unable to take any pro-active steps to bring the matter to an earlier conclusion. He undertakes to be extremely strict in the future in regard to all such situations, and to avoid any further breaches of the rules and particularly in relation to anything that might be described as a potential conflict of interest. The attention of the Tribunal is drawn to References produced herewith from colleagues, and including the Dean of the local Faculty, speaking highly of the Respondent's commitment and professionalism over the years.

He asked the Tribunal to accept that this was an unfortunate, regrettable and unusual situation in connection with a finding of misconduct. The Respondent had a good record and had fully cooperated from the outset. Mr McCann stated that the state of the rules and the regulation and guidance was such that everyone seemed to be confused and invited the Tribunal to consider the misconduct to be at the lower end of the scale. He asked the Tribunal to consider only imposing a Censure. He indicated that he had no submissions to make in connection with expenses or publicity.

Mr Reid emphasised that the Respondent had cooperated from an early stage and had nothing pending. He indicated that there was an ongoing action in the Court of Session in respect of an action against the Respondent for professional negligence.

Parties suggested that in connection with the Secondary Complainer once the Findings of misconduct had been issued, written submissions from her agent should be requested.

## **DECISION ON PENALTY**

The Tribunal considered that this was an unfortunate case. Although the Tribunal considers that the Respondent has breached rules 3 and 5 of the 1986 Practice Rules and that this is sufficient for a finding of professional misconduct, the Tribunal acknowledge that there is some confusion about the nature and extent of the rules and regulations. The Tribunal noted that the matter was a one-off isolated

incident, that the Respondent had cooperated from the outset, had shown remorse and insight, had no previous findings of misconduct against him, had produced appropriate references and had not done anything deliberate or premeditated. Although the consequences that followed on from the conflict were severe, this does not affect the seriousness of the Respondent's actions and is a matter being dealt with elsewhere. The Tribunal has some sympathy for the difficult situation the Respondent found himself in. The Tribunal did not consider that the Respondent was any risk to the public and considered that a Censure would be a sufficient penalty. The Tribunal saw no purpose in imposing a fine.

The Tribunal made the usual order with regard to publicity and expenses.

In connection with the Secondary Complainer's claim for compensation, the Tribunal asked Mr Reid to find out whether or not the Scottish Legal Complaints Commission had dealt with any service issue and whether or not any compensation had already been awarded by the Commission. Mr Reid also confirmed that he would provide the Tribunal with an up to date position with regard to what was happening with the negligence action.

The Tribunal agreed to allow the Secondary Complainer to lodge her claim for compensation within 28 days of the date on which these Findings of professional misconduct are issued, if she so wishes, and thereafter allow the Respondent 21 days for Answers. Thereafter the Tribunal will convene a hearing which will be intimated to the parties.

**Nicholas Whyte**  
**Vice Chairman**