

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

**FINDINGS**

**in Complaint**

**by**

**THE COUNCIL OF THE LAW SOCIETY of  
SCOTLAND, Atria One, 144 Morrison Street,  
Edinburgh**

**Complainers**

**against**

**ALASTAIR MacBEAN BLACKWOOD,  
Solicitor, 16 Glazert Road, Dunlop, Ayrshire  
Respondent**

1. A Complaint was lodged with the Scottish Solicitors' Discipline Tribunal on 27 March 2017 by the Council of the Law Society (hereinafter referred to as "the Complainers") averring that Alastair MacBean Blackwood, Solicitor, 16 Glazert Road, Dunlop, Ayrshire (hereinafter referred to as "the Respondent") was a practitioner who may have been guilty of professional misconduct.
2. There was no Secondary Complainer.
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 17 May 2017 and notice thereof was duly served on the Respondent.
5. At the hearing on 17 May 2017, the Complainers were represented by their Fiscal, Paul Reid, Solicitor Advocate, Glasgow. The Respondent was neither present nor represented.

6. A Minute of Agreement signed by the Fiscal and the Respondent was lodged. Submissions were made on behalf of the Complainers by the Fiscal.

7. The Tribunal found the following facts established:

7.1 The Respondent is Alastair MacBean Blackwood. The Respondent resides at 16 Glazert Road, Dunlop, Ayrshire. The Respondent was born 18 September 1954. The Respondent was admitted and thereafter enrolled as a solicitor in the Register of Solicitors practising in Scotland on 23<sup>rd</sup> November 1978.

7.2 From on or about 3<sup>rd</sup> July 2000 through to 1<sup>st</sup> April 2004 the Respondent was a partner with the organisation The Mortgage Store of 206 Kilmarnock Road, Shawlands, Glasgow. In addition from 1<sup>st</sup> February 2003 through to 6<sup>th</sup> October 2005 the Respondent was a partner in the organisation Property Works of 1160 Tollcross Road, Glasgow. From 24<sup>th</sup> May 2004 through to 31<sup>st</sup> December 2004 the Respondent was a partner with the firm Robertson & Ross Solicitors of 7 Causeyside Street, Paisley. From 23<sup>rd</sup> August 2004 until 6<sup>th</sup> October 2005 the Respondent was a partner in the organisation House to House of 32/34 High Street, Renfrew. From 14<sup>th</sup> June 2007 through to 25<sup>th</sup> October 2013 the Respondent was a partner with the firm Blackwood & Co of 44 Main Street, Dunlop, Ayrshire. From 25<sup>th</sup> October 2013 through to 4<sup>th</sup> June 2015 the Respondent was a director of the organisation Robertson & Ross Solicitors Limited of 7 Causeyside Street, Paisley. The Respondent was also an employee of the firm AD Murphy & Co of 28 Muir Street, Hamilton, Lanarkshire from 11<sup>th</sup> December 1989 through to 31<sup>st</sup> December 1991. He was also a partner with the firm M G Sykes & Co Solicitors of 856 Pollokshaws Road, Strathbungo, Glasgow from 1<sup>st</sup> March 2000 through to 6<sup>th</sup> October 2005. From 31<sup>st</sup> March 2014 through to 31<sup>st</sup> August 2015 he was a partner of the organisation Crim Law of 2<sup>nd</sup> Floor, 7 Causeyside Street, Paisley. From 12<sup>th</sup> June 2015 through to 4<sup>th</sup> August 2016 the Respondent was a director of the organisation of Robertson & Ross Solicitors Limited of 7 Causeyside Street, Paisley.

7.3 On 22<sup>nd</sup> September 2014 through to 1<sup>st</sup> December 2014 the Financial Compliance Department of the Complainers undertook an inspection of the books, documentation and financial records of the organisation Crim Law. At the material time the Respondent was the sole principal of Crim Law. This inspection uncovered a number of matters of serious concern. Following a report from the Financial Compliance Department, the Guarantee Fund Subcommittee of the complainers suspended the Respondent in terms of Section 40 of the Solicitors Scotland Act 1980. The Respondent was also a director of the organisation Robertson & Ross Limited which ceased to trade on 4<sup>th</sup> August 2016. Both Robertson & Ross Limited and the organisation Crim Law traded from commercial premises at 7 Causeyside Street, Paisley. At the material time Robertson & Ross Limited were not registered by the Scottish Legal Aid Board to carry out criminal law work in terms of the Scottish Legal Aid Scheme. The enquiries by the Financial Compliance Department identified that another commercial entity Solicitors Management Company (SMC) shared the same commercial premises as the two identified legal practices. The organisation purportedly provided services to the firm. The organisation was not a legal firm. The Respondent was the principal of Solicitors Management Company.

7.4 Following the inspection a number of serious concerns were identified in particular:

- (1) In a number of instances the inspectors found monies received from the Scottish Legal Aid Board were received from the Board prior to the outgoing payments in breach of the Accounts Rules B6.3.1.
- (2) In the case of client KC, SLAB reimbursed the cost of three accounts incurred to a translation bureau on 1<sup>st</sup> August 2014. The solicitor did not issue a cheque in payment of said accounts until 7<sup>th</sup> November 2014.
- (3) In the case of the client JB, SLAB reimbursed the cost of three accounts incurred to Sheriff Officers on 14<sup>th</sup> March 2014. The Respondent did not issue a cheque in payment of the Sheriff Officers accounts until 17<sup>th</sup> July 2014.

- (4) In the case of the client SM, SLAB reimbursed the cost of a single account incurred to an expert witness being a Medical Practitioner on 1<sup>st</sup> July 2014. The Respondent did not issue a cheque until 7<sup>th</sup> November 2014.
- (5) In the case of the client KC, there was a deficit of £162 from 1<sup>st</sup> August 2014 until 6<sup>th</sup> November 2014. In the case of the client SM, there was a deficit of £705.60 from 1<sup>st</sup> August 2014 until 6<sup>th</sup> November 2014. In the case of the client AM, three deficits occurred namely £185.46 from 8<sup>th</sup> May 2014 until 16<sup>th</sup> July 2014, the sum of £1,632 from 19<sup>th</sup> August 2014 until 20<sup>th</sup> August 2014 and the sum of £480 from 8<sup>th</sup> May 2014 until 19<sup>th</sup> August 2014.

7.5 The inspection revealed having considered the bank statements of the firm that there were insufficient funds available to pay the outlays between 22<sup>nd</sup> August 2014 through to 4<sup>th</sup> September 2014 and on the one date 22<sup>nd</sup> September 2014.

7.6 As soon as the firm account was credited with the outlays the sums in question were deemed to be client's money and required to be held and recorded as such. The firm at the material time held no surplus funds. Deficits arose as a consequence of the monies being received from SLAB before payment was made.

7.7 The Respondent in terms of his accounts certificate indicated that payments due to third parties were made in advance or not later than the date on which the matching remittance was lodged in the practice unit bank account. This statement was incorrect.

7.8 Further enquiries by the inspectors revealed that the Respondent had made a number of payments, nominally to the organisation SMC although in actual fact to Robertson & Ross. When enquiries were made surrounding said payments the Respondent was not in a position to produce invoices for the

payments nor did he produce any information concerning VAT registration for the commercial entity.

These payments included:

- (a) The sum of £5,286.48 paid on 4<sup>th</sup> September 2013
- (b) The sum of £4,358.70 paid on 15<sup>th</sup> November 2013
- (c) The sum of £1,010 paid on 6<sup>th</sup> January 2014
- (d) The sum of £2,982.74 paid on 17<sup>th</sup> February 2014
- (e) The sum of £5,000 paid on 2<sup>nd</sup> June 2014
- (f) The sum of £500 paid on 1<sup>st</sup> July 2014
- (g) The sum of £1,110 paid on 17<sup>th</sup> July 2014
- (h) The sum of £5,000 paid on 18<sup>th</sup> July 2014
- (i) The sum of £500 paid on 18<sup>th</sup> July 2014
- (j) The sum of £2,696.85 paid on 31<sup>st</sup> July 2014

7.9 The inspectors were concerned regarding the identity of the beneficial owners of SMC and requested from the Respondent documentary evidence to explain this and to provide copy invoices relative to the payments which he had made and to provide VAT registration details. In due course the Respondent explained that he himself was the beneficial owner of SMC. Further enquiries of the Respondent were made to confirm whether SMC was a client of Robertson & Ross and to provide an explanation as to why sums due to SMC were not being paid to Robertson & Ross and why the sums subsequently were not being paid by Robertson & Ross to SMC. In reply the Respondent exhibited documentation from HMRC to confirm that SMC had now been registered for VAT. This documentation did not show the Respondent as sole trader of this entity. The inspection identified 10 cheques which were made payable to Robertson & Ross for management services provided by SMC however no explanation was provided in relation to this. Invoices by SMC were produced although the cheques were made payable to Robertson & Ross. Confronted with this information the Respondent explained that these cheques were payable to Robertson & Ross being a refund of payments made in respect of an MT's expenses namely refund of car payments, fuel expenses and Law Society fees. This explanation was contrary to an alternative explanation

provided earlier. MT was Crim Law's former principal and later became its assistant.

7.10 The solicitor paid the sum of £9,600 to BGC on 22<sup>nd</sup> August 2014 although the name JP appeared on the firm's bank statement. The Respondent was asked to provide a full explanation in relation to the sum transferred to JP. He explained that transfer had been made to avoid funds in the account being arrested which would have caused severe difficulty. He said the arrestment had been made by creditors of MT although MT was not a principal in August 2014. The Respondent advised he required to act expeditiously as he had not been in the office. He therefore transferred the monies to his own account believing this a temporary measure. Funds in SLAB's possession amounting to £3,000 had been arrested. The client account went into overdraft. Further enquiry was made of the Respondent as to whether the sum of £9,600 had been re-credited to the firm bank account and to provide documentary evidence to verify this. The Respondent failed to provide such documentation. In the course of the inspection, the inspectors identified various outlays which were paid late, as a consequence of which a deficit was created. This included particular accounts identified as client KC, client SM and client Ms AM. The consequent deficits were as follows:-

- i. £665.46 between 8<sup>th</sup> May 2014 and 30<sup>th</sup> June 2014.
- ii. £1,371.06 between 1<sup>st</sup> July 2014 and 16<sup>th</sup> July 2014.
- iii. £1,185.60 between 17<sup>th</sup> July 2014 and 31<sup>st</sup> July 2014.
- iv. £1,347.60 between 1<sup>st</sup> August 2014 and 18<sup>th</sup> August 2014.
- v. £2,979.60 on 19<sup>th</sup> August 2014.
- vi. £867.60 between 20<sup>th</sup> August 2014 and 6<sup>th</sup> November 2014.

7.11 The inspectors also reviewed the bank statements for the firm account. This inspection revealed that there were insufficient funds available to pay outlays due between 22<sup>nd</sup> August 2014 and 4<sup>th</sup> September 2014. Further the inspection revealed that on 22<sup>nd</sup> September 2014 a deficit of £867.60 arose as a consequence of a transfer of the balance out of the firm account on 22<sup>nd</sup> August 2014 of client monies which were removed from the practice unit and placed in the control of a third party.

- 7.12 The inspection noted that the solicitor had replied “none” in relation to a question asking whether he had any other business interests. A review of records maintained by the complainers disclosed that he was a director of Robertson & Ross and that his wife was the sole director of another commercial entity, Ayrshire Legal Services. Nor did the Respondent accept a beneficial interest in the commercial organisation SMC.
- 7.13 A number of other general accounting issues were identified, including a failure to issue terms of business letters to client BE and client SM, a failure to deal properly with out of date cheques, the posting of various payments to records with insufficient narrative and anomalies within the VAT Returns maintained with the firm, including the identification of a Mr MT as a partner of the firm and failure to disclose outside business interests in the pre-visit questionnaire which was completed by the Respondent.
8. Having given consideration to the agreed facts, the Fiscal’s submissions in relation to the question of professional misconduct, and the written material provided by the Respondent, the Tribunal found the Respondent guilty of Professional Misconduct *in cumulo* in respect of:
- 8.1 In the period prior to the inspection by the financial compliance department the Respondent paid into his practice unit account and retained there monies constituting outlays received from SLAB, said outlays having been incurred on behalf of clients, a position where the practice unit did not maintain a client account or otherwise hold a surplus of client funds thereby the Respondent created a deficit of client funds which is contrary to Rule B6.3.1.
- 8.2 On 22<sup>nd</sup> August 2014 the Respondent transferred from his practice unit account the sum of £9,600 to a third party, which cumulative amount included client funds of £867.60 where the practice unit did not hold a surplus of client funds thereby creating a deficit of client funds in breach of Rule B6.3.1.
- 8.3 By transferring the said £9,600 from his firm’s account to a third party, the Respondent failed to act in the best interests of the clients to whom those funds of

£867.60 belonged or on whose behalf they were to be applied insofar as he abdicated control of the client funds which had been entrusted to him.

- 8.4 The Respondent failed to record or explain with sufficient clarity in the accounts of Crim Law the inter-relationship between Crim Law, Robertson & Ross and the commercial entity SMC or to identify the mechanism of services provided and payments made as between these three commercial entities such as would fulfil his duty to maintain at all times properly written up such accounting records as are necessary to show the true financial position of Crim Law.
- 8.5 The Respondent failed to use reasonable endeavours to acquire and maintain the skills necessary to discharge his responsibility as the Cashroom Manager of the practice unit during the period of his appointment as said Cashroom Manager thereby acting contrary to the terms of Rule B6.13.2.

9. The Tribunal pronounced an Interlocutor in the following terms:-

Edinburgh 17 May 2017. The Tribunal having considered the Complaint dated 27 March 2017 at the instance of the Council of the Law Society of Scotland against Alastair MacBean Blackwood, Solicitor, 16 Glazert Road, Dunlop, Ayrshire; Find the Respondent guilty of professional misconduct *in cumulo* in respect of (a) In the period prior to the inspection by the financial compliance department the Respondent paid into his practice unit account and retained there monies constituting outlays received from SLAB, said outlays having been incurred on behalf of clients, a position where the practice unit did not maintain a client account or otherwise hold a surplus of client funds thereby the Respondent created a deficit of client funds which is contrary to Rule B6.3.1.; (b) On 22<sup>nd</sup> August 2014 the Respondent transferred from his practice unit account the sum of £9,600 to a third party, which cumulative amount included client funds of £867.60 where the practice unit did not hold a surplus of client funds thereby creating a deficit of client funds in breach of Rule B6.3.1; (c) By transferring the said £9,600 from his firm's account to a third party, the Respondent failed to act in the best interests of the client to whom those funds of £867.60 belonged or on whose behalf they were to be applied insofar as he abdicated control of the client funds which had been entrusted to him; (d) the Respondent failed to record or explain with sufficient clarity in the accounts of Crim Law the inter-relationship between Crim Law, Robertson & Ross



and the commercial entity SMC or to identify the mechanism of services provided and payments made as between these three commercial entities such as would fulfil his duty to maintain at all times properly written up such accounting records as are necessary to show the true financial position of Crim Law and as a consequence acted in breach of Rule B6.7; and (e) The Respondent failed to use reasonable endeavours to acquire and maintain the skills necessary to discharge his responsibility as the Cashroom Manager of the practice unit during the period of his appointment as said Cashroom Manager thereby acting contrary to the terms of Rule B6.13.2; Censure the Respondent; Direct in terms of Section 53(5) of the Solicitors (Scotland) Act 1980 that any practising certificate held or to be issued to the Respondent shall be subject to such restriction as will limit him as to acting as a qualified assistant to (and to being supervised by) such employer or successive employers as maybe approved by the Council of the Law Society of Scotland or the Practising Certificate Sub Committee of the Council of the Law Society of Scotland and that for an aggregate period of at least three years; 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.

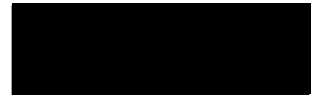
**(signed)**

**Eric Lumsden**

**Acting Vice Chairman**

10. 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  
13 JUNE 2017.

**IN THE NAME OF THE TRIBUNAL**



**Eric Lumsden**  
**Acting Vice Chairman**

**NOTE**

At the hearing on 17 May 2017 the Tribunal had before it a Complaint and signed Minute of Agreement. The Minute of Agreement agreed all the averments of fact, all the averments of duty under deletion of those contained at articles 4.2(d) and (g) of the Complaint, and the averments of misconduct while recognising that the determination of professional misconduct is a matter for the Tribunal. The Tribunal Clerk gave evidence on oath that the Complaint and Notice of Hearing relating to 17 May 2017 had been served upon the Respondent by recorded delivery post on 26 April 2017.

In answer to a question from the Chairman, the Fiscal indicated that he was not insisting upon the averment of duty contained at paragraph 4.1(2) which referred to the breach of Rule 6.7.4 given the agreement that had been reached between the parties. The Tribunal was content to proceed on this basis in the Respondent's absence as there was no prejudice to the Respondent.

**SUBMISSIONS FOR THE COMPLAINERS**

The Fiscal indicated that the personal circumstances and employment history of the Respondent were narrated within paragraphs 3.1 and 3.2 of the Complaint. The Respondent is 62 years old and has spent 38 years in the profession.

The Law Society conducted an inspection of the Respondent's books and records and discovered that the Respondent was the sole principal of Crim Law, a director of Robertson & Ross and the sole principal of Solicitors Management Company (SMC). All three of those organisations shared common premises.

The Law Society discovered that Crim Law was providing criminal legal assistance at a time when Robertson & Ross had been de-registered by the Scottish Legal Aid Board (SLAB). The firm had no client account as it was not intruding with client monies. Occasionally, however, outlays would require to be met, for example for expert reports. These fees would be paid by SLAB. A couple of days before SLAB made payment they would provide a printout to the firm detailing the breakdown of the sum in terms of fees, VAT and outlays. The firm was therefore given notice as to what the SLAB money was for. Once the SLAB money was paid to Crim Law it should be paid out again immediately to cover any outlays. In a number of instances the inspectors found that monies received from SLAB were not paid out for outlays for four months. The Fiscal referred to the Complaint paragraph 3.4(2) where SLAB made a payment to the firm on 1 August 2014 but the Respondent did not issue a cheque

in payment until 7 November 2014. The Fiscal referred to the Complaint at paragraph 3.4(3). In this case SLAB had reimbursed the cost of three accounts incurred to Sheriff Officers on 14 March 2014. The Respondent did not issue a cheque in payment until 17 July 2014. The Fiscal also referred to the Complaint at paragraph 3.4(4). In this case SLAB had reimbursed the cost of an account to an expert witness on 1 July 2014 but the Respondent did not issue a cheque until 7 November 2014. These funds received from SLAB were utilised in the normal course of the Respondent's business. At different periods there were insufficient funds to meet the outlays due to be paid. This created a deficit and was a breach of the Accounts Rules.

The Fiscal noted that the Respondent had issued accounts certificates indicating to the Law Society that he operated a practice of paying outlays immediately. This was inaccurate and was not the practice which he followed.

The Law Society inspectors had queries about the payments made to SMC which were actually made to Robertson & Ross. The Respondent did not make them available to the inspectors. Ten payments amounting to over £28,000 were made to Robertson & Ross between September 2013 and July 2014 apparently on the basis of invoices submitted by SMC. The Law Society suspected that this scheme was operating in order to get around the de-registration of Robertson & Ross by SLAB.

In August 2014, £9,600 was transferred from the Respondent's firm account to the personal account of a third party (the firm's cashier). This sum included £867.60 of clients' money. This transfer had been effected in order to avoid an anticipated arrestment which did not in fact occur. The transfer placed the account in overdraft and created a deficit because it included clients' money in the form of funds for outlays. The Respondent abdicated control of clients' money to another person.

The Fiscal also alleged that the Respondent had failed to disclose relevant business interests to the Law Society when asked to do so. He had failed on some occasions to issue terms of business letters to clients. He had not dealt properly with out of date cheques. There was insufficient narrative contained on some of the ledgers. The Respondent's conduct led to him incurring deficits on his account, dealing inappropriately with client funds and the creation of unreasonable delay regarding the payment of outlays. The firm's account balance was misstated and did not disclose the true financial position. He had placed client funds at risk by allowing the cashier to remove money into his own personal account.

The Fiscal suggested that the Tribunal should find that this conduct constituted professional misconduct. He referred to the Opinion of the Court in the Petition of Cameron Fyfe-v-The Council of the Law Society of Scotland [2017] CSIH 6. He quoted paragraph 45 of this judgment as follows:

*“The Rules relating to the maintenance of the client account are so fundamental to the profession that every solicitor must be taken to know that any funds held for or received on behalf of a client must be paid without delay (usually interpreted as meaning on the same day) into the client account. Other than in certain very limited circumstances which do not apply here, such funds may only be paid into the firm account if they are to be disbursed without delay for payment to third parties in respect of fees or outlays to which they relate. The rules relating to the maintenance and operation of the client account exist for the benefit of the client, to protect the funds held by solicitors on their behalf, and to maintain the profession’s reputation for probity in the eyes of the public. The requirement that funds held on behalf of clients be sequestered in this way provides not only a degree of protection against misappropriation, deliberate or inadvertent, but provides important protection against attachment in the event of insolvency of the firm. As has been repeatedly pointed out, the client account is sacrosanct, and improper dealings with client funds - dishonest or otherwise - must always be treated as a matter of the utmost gravity.”*

The Fiscal submitted that although the passage referred to the client account, the principle of paying outlays without delay was the same in this case.

The Fiscal noted that in terms of the proceedings before the Tribunal the Respondent had made a contribution which had saved time and expense. He also noted that the Respondent wished it to be put on record before the Tribunal that the invoices between SMC and Robertson & Ross had now been recorded and VAT paid.

It was clarified that the Fiscal no longer insisted upon the averments of professional misconduct contained in the Complaint at paragraphs 4.2(d) and (g). This was to reflect the terms of the agreement which had been reached and described in the Joint Minute. The Fiscal indicated that perhaps in isolation some of the matters before the Tribunal would not constitute professional misconduct alone but *in cumulo* represented a course of conduct which constituted professional misconduct.

## SUBMISSIONS FOR THE RESPONDENT

The Respondent had provided a letter to the Tribunal which he had signed and dated 15 May 2017. The Respondent drew the Tribunal's attention to the concessions made by the Fiscal and the agreed facts which had been placed before the Tribunal. He invited the Tribunal to dismiss the Complaint. He submitted that there was no question of any funds being misappropriated. He indicated that there were no outstanding sums due in respect of any properly incurred outlays. The Respondent indicated that if the Tribunal did not dismiss the Complaint it should consider whether the conduct represented unsatisfactory professional conduct rather than professional misconduct.

The Respondent indicated that he regarded his career as a solicitor to be over. He gave personal mitigation with regards to his health which was supported by medical certificates. The Respondent asked the Tribunal to consider not giving any further publicity to his case.

## DECISION

The Tribunal had regard to the admitted facts in the Complaint. The Tribunal considered the test for professional misconduct contained with Sharp-v-The Council of the Law Society of Scotland [1984] SLT313, namely that:

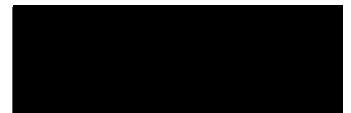
*“There are certain standards of conduct to be expected of competent and reputable solicitors. A departure from these standards which would be regarded by competent and reputable solicitors as serious and reprehensible may properly be categorised as professional misconduct.”*

The Tribunal was satisfied that the Respondent's behaviour was a serious and reprehensible departure from the standards expected of competent and reputable solicitors and therefore met the test for professional misconduct. The Respondent had failed to act properly with regard to clients' money in three separate cases. Payments to third parties had been delayed for some months. Deficits had occurred. The Tribunal was concerned that client money had been transferred to a third party, even although this money had been returned to the firm shortly afterwards. The Tribunal noted that the Respondent had not explained with sufficient clarity in his accounts or to the Complainers the interrelationship between Crim Law, Robertson & Ross and SMC. He was not able to identify the services provided and the payments made between these organisations. The Respondent's practices did not match the statements he made to the Complainers in his Accounts Certificates. Due to these

breaches, the Respondent was unable to fulfil his duties in terms of the Accounts Rules. The Tribunal was satisfied that this pattern of behaviour constituted professional misconduct.

Having regard to the mitigatory circumstances advanced by the Respondent in his letter and the cooperation he had given to the Fiscal, the Tribunal was of the view that the appropriate disposal in this case would be Censure the Respondent and place a condition upon his practising certificate limiting him to acting as a qualified assistant to and being supervised by such employers as may be approved by the Complainers. The Tribunal did not consider that a fine was suitable in the circumstances of the case, particularly since the Respondent was not working. Suspension or striking off would not be proportionate to the seriousness of the professional misconduct in this case. However, the Tribunal was of the view that a restriction would provide the necessary reassurance that the Respondent was adequately supervised should he return to work, thus protecting the public. The three year restriction would not include any time when the Respondent was not working as a solicitor in terms of his restricted practising certificate.

Following submissions regarding publicity and expenses, the Tribunal found the Respondent liable in the expenses of the Complainers and of the Tribunal. Publicity will be given to the decision. Paragraph 14A of Schedule 4 to the Solicitors (Scotland) Act 1980 gives the Tribunal discretion to refrain from publishing names, places or other facts which might be likely to damage the interests of persons. However, this does not apply to the solicitor against whom the Complaint was made.



**Eric Lumsden**  
**Acting Vice Chairman**