

IN THE MATTER OF:

COUNCIL FOR LICENSED CONVEYANCERS

(Applicant)

AND

PHILIP HARRIS

(Respondent)

PANEL DECISION

1. A three-member panel of the Adjudication Panel, comprising a lawyer-member, a lay member, and a legally qualified chair, convened for the hearing of the allegations against Philip Harris on 3 November 2022.
2. The Council for Licensed Conveyancers (CLC) were represented by Ms Tighe of Counsel. Mr Harris was present but not legally represented.
3. The panel confirmed that, prior to the hearing, it had read all the documents with which it had been provided by the parties including the bundle prepared by the Applicant, Mr Harris' witness statement and accompanying references.

Preliminary issues

4. Prior to the allegations being put to Mr Harris, the panel chair asked whether there were any preliminary matters.
5. Ms Tighe raised the following issues:
 - a. One of the documents in the bundle provided to the panel prior to the hearing was now irrelevant to the case presented by the CLC and the panel agreed to disregard that document.
 - b. The CLC applied to withdraw one part of the allegation (8.1(a)) as it no longer relied on that allegation. As there was no disadvantage to Mr Harris in allowing the application, it was agreed.

- c. The CLC applied to amend allegations 3.3, 4.3, 5.3, 6.3, 7.3, 10.3, 11.3, 12.3, 13.3, formerly drafted as *You have not returned the monies to the Firm*, and now to read *You did not return the monies to the Firm until on or around 2 March 2022*. Mr Harris agreed this reflected the true position, and he therefore did not object to the amendment. In those circumstances, the panel agreed to the amendment, being satisfied that there was no disadvantage to Mr Harris in so doing.
 - d. The CLC applied to amend allegation 2.1(b) to read "*falsely dated the Deed of Trust*", on the basis that in fact there had been no alleged amendment, but that the Deed was falsely dated from the outset. Whilst Mr Harris maintained his denial of this allegation, he did not object to the amendment and agreed it more properly reflected the CLC's case.
 - e. The CLC also applied to amend allegation 5.1(a) to read "*You mislead client C to make payment into your personal bank account*". The basis of the application was that Mr Harris had allegedly not made clear that the payment was to his personal account, which the CLC maintained could be evidenced in the documentation within the bundle. So far as potential detriment or disadvantage to Mr Harris, Ms Tighe maintained that Mr Harris was still able to respond to the allegation in the same way as its original draft and therefore there was no disadvantage to him in allowing the amendment.
6. So far as applications (d) and (e) above, the panel noted that the allegations had been drafted some considerable time ago, and indeed at a time when Mr Harris had been legally represented and able to obtain advice upon them. The application to amend the allegations was made on the day of the hearing, at a time when Mr Harris was no longer represented, and whilst Ms Tighe had discussed the proposed amendments with him prior to the beginning of the hearing, there was a potential for Mr Harris to be disadvantaged by the amendments
 7. Therefore, the panel ensured that Mr Harris was afforded the opportunity to seek legal advice on the proposed amendments, and closely scrutinised any potential disadvantage to him if the amendments were agreed.
 8. Mr Harris declined to take further legal advice and confirmed to the panel that he understood the rationale behind the applications to amend the allegations, and that he did not raise any objection. The panel confirmed that he was able to formulate his response to the proposed amended allegations and satisfied itself that there was in fact no material disadvantage if the amendments were agreed.
 9. Whilst raising its concerns that these amendments were made at a very late stage, that there was no significant or discernible change to Mr Harris' submissions, and it

was apparent that the application was made following Ms Tighe being instructed and reviewing the allegations. It was unfortunate that this was done at such a late stage, but in the particular circumstances of this case, and having afforded Mr Harris the opportunity to take legal advice, it was satisfied that it was appropriate to agree the amendments on the basis that it was fair and proportionate to do so, in the interests of justice and in furtherance of the panel's overriding objective.

Allegations (with admissions noted in red and amendments in blue)

Whilst practising as a Licenced Conveyancer working at Gough Thorne (the Firm):

Allegation 1

1.1 On 2 February 2021

- (a) you offered Client A that you would "witness" the execution of two Deeds of Trust (for properties Y and Z) "virtually." **Admitted**
- (b) you advised them it was reasonable for you to do this; **Admitted**

Allegation 2

2.1 On 3 February 2021

- (a) you falsely amended the date of the Deed of Trust (for property Y) to 1 October 2020. **Denied**
- (b) you ~~falsely amended the date on~~ **falsely dated** the Deed of Trust (for property Z) to 1 April 2020. **Denied**

Allegation 3

3.1 On 3 February 2021

- (a) you induced client A to make payment into your personal account for a reduced fee; **Admitted**
- (b) you provided client A with your personal bank account details; **Admitted**
- (c) you advised them to make payment into this account. **Admitted**

3.2 Client A subsequently transferred money owed to the Firm for services to your personal bank account. **Admitted**

3.3 You ~~have not returned monies owed to the Firm~~ **did not return monies owed to the Firm until on or around 2 March 2022.** – **Admitted as amended**

Allegation 4

4.1 On 5 February 2021

- (a) you induced client B to make payment into your personal bank account for a reduced fee; **Admitted**
- (b) you provided client B with your personal bank account details; **Admitted**
- (c) you advised them to make payment into this account. **Admitted**

4.2 Client B subsequently transferred money owed to the Firm for services to your personal bank account. **Admitted**

4.3 You ~~have not returned monies owed to the Firm~~ **did not return monies owed to the Firm until on or around 2 March 2022.** – **Admitted as amended**

Allegation 5

5.1 On 28 February 2021

- (a) you ~~induced~~ **mislead** client C to make payment into your personal bank account for a reduced fee; **Admitted**
- (b) you provided client C with your personal bank account details; **Admitted**
- (c) you advised them to make payment into this account. **Admitted**

5.2 Client C subsequently transferred money owed to the Firm for services to your personal bank account. **Admitted**

5.3 You ~~have not returned monies owed to the Firm~~ **did not return monies owed to the Firm until on or around 2 March 2022.** – **admitted as amended**

Allegation 6

6.1 On 17 June 2021

- (a) you provided client D with your personal bank account details for money owed to the Firm **Admitted**
- for the provision of legal services; **Admitted**
- (b) you advised them to make payment into this account; **Admitted**
- (c) you intended to mislead them into believing this was the Firm's client bank account; **Denied**

6.2 Client D subsequently transferred money owed to the Firm for services to your personal bank account. **Admitted**

6.3 You ~~have not returned monies owed to the Firm~~ **did not return monies owed to the Firm until on or around 2 March 2022.** – **Admitted as amended**

Allegation 7

7.1 On 9 July 2021

- (a) you provided client E with your personal bank account details on Gough Thorne paperwork, for money owed to the Firm for the provision of legal services; **Admitted**
- (b) you advised them to make payment into this account; **Admitted**
- (c) you intended to mislead them into believing this was the Firm's client bank account. **Denied**

7.2 Client E subsequently transferred money owed to the Firm for services to your personal bank account. **Admitted**

7.3 You ~~have not returned monies owed to the Firm.~~ **did not return monies owed to the Firm until on or around 2 March 2022.** – **Admitted as amended**

Allegation 8

8.1 Between approximately August 2021 and September 2021 you failed to notify:

- ~~(a) the Managing Partner at the Firm; and/or (withdrawn)~~
- (b) the Lender client (Halifax) **Admitted**

that you were acting for the Lender client in relation to your personal transaction (involving property X)

Allegation 9

9.1 On 26 August 2021 you used the Firm's Office account to pay for a pre-completion search on property X without obtaining prior consent from the Firm. **Denied**

Allegation 10

10.1 On 7 September 2021

- (a) you provided client F with your personal bank account details on Gough Thorne paperwork; for money owed to the Firm for the provision of legal services; **Admitted**
- (b) you advised them to make payment into this account; **Admitted**
- (c) you intended to mislead them into believing this was the Firm's client bank account. **Admitted**

10.2 Client F subsequently transferred money owed to the Firm for services to your personal bank account. **Admitted**

10.3 You ~~have not returned monies owed to the Firm.~~ **did not return monies owed to the Firm until on or around 2 March 2022.** – **Admitted as amended**

Allegation 11

11.1 On 24 September 2021

- (a) you provided client G with your personal bank account details on Gough Thorne paperwork; **Admitted**
- (b) you advised them to make payment into this account; **Admitted**
- (c) you intended to mislead them into believing this was the Firm's client bank account; **Admitted**

11.2 Client G subsequently transferred money owed to the Firm for services to your personal bank account. **Admitted**

11.3 You ~~have not returned monies owed to the Firm.~~ **did not return monies owed to the Firm until on or around 2 March 2022** — **Admitted as amended**

Allegation 12

12.1 On 30 September 2021

- (a) you provided client H with your personal bank account details on Gough Thorne paperwork; **Admitted**
- (b) you advised them to make payment into this account; **Admitted**
- (c) you intended to mislead them into believing this was the Firm's client bank account; **Admitted**

12.2 Client H subsequently transferred money owed to the Firm for services to your personal bank account. **Admitted**

12.3 You ~~have not returned monies owed to the Firm.~~ **did not return monies owed to the Firm until on or around 2 March 2022.** - **Admitted as amended**

Allegation 13

13.1 On 13 October 2021

- (a) you provided client I with your personal bank account details on Gough Thorne paperwork; **Admitted**
- (b) you advised them to make payment into this account; **Admitted**
- (c) you intended to mislead them into believing this was the Firm's client bank account. **Admitted**

13.2 Client I subsequently transferred money owed to the Firm for services to your personal bank account; **Admitted**

13.3 You ~~have not returned monies owed to the Firm.~~ **did not return monies owed to the Firm until on or around 2 March 2022.** - **Admitted as amended**

Allegation 14

14.1 On 31 January 2022 you provided a written reference for an ex-employee indicating you were a partner of the Firm when:

- (a) you were not a partner at the Firm; **Denied**
- (b) you had been dismissed from the Firm ~~on~~by 20 December 2021. **Denied**

Allegation 15

15.1 Your conduct as set out above was dishonest - **Denied**

Evidence

10. The panel took oral evidence from Vishal Sharma and read his witness statements as well as other documentation relied upon by the CLC. The panel also read Mr Harris' responses to the allegations and his supporting documentation and took oral evidence from him.
11. The panel noted that there is an ongoing financial dispute between the Firm and Mr Harris but found that Mr Sharma in his oral evidence was nonetheless fair, truthful and a compelling witness.
12. The panel bore in mind that the burden of proof lies with the Applicant, and the standard of proof is on the balance of probabilities.
13. The evidence is not repeated here but referred to when relevant within the panel's findings at the first stage, which were as follows:

FINDINGS OF FACT

14. Allegation 1 – this allegation was admitted in its entirety and has been **found proved**. The CLC asserted that Mr Harris told the clients in that matter that it was reasonable to witness deeds virtually, without all parties being present, when he knew it not to be the case. Mr Harris told the panel that at the time he was aware of the relevant rules in relation to witnessing documents, but he did not fully appreciate the implications of witnessing them virtually, due to his relative inexperience. The panel considered that this was an example of Mr Harris 'cutting corners' for his

convenience and that of the parties, and in doing so he paid no regard to the legal requirements or the potential consequences of his actions.

15. Allegation 2 – Mr Harris denied this allegation in its entirety. The panel did not find the allegation proved. So far as allegation 2(a) is concerned, it found that the CLC put their case that Mr Harris amended the date of the Deed of Trust in relation to Property Y to April 2020, but the allegation specified that he amended the date to October 2020. No evidence was submitted to support this allegation – the evidence was that Mr Harris originally dated the Deed of Trust in October 2020, but then changed the date to April 2020. Therefore, the evidence did not match the allegation, and the panel had no alternative but to find the allegation **not proved**. So far as allegation 2(b) is concerned, there was no evidence placed before the panel to support this allegation, and accordingly the panel found the allegation **not proved**.
16. Allegation 3 – this allegation was admitted save that Mr Harris denied that he had failed to pay back the monies to the firm. This part of the allegation was amended on application by the CLC to reflect the fact that Mr Harris repaid the monies on or around 2 March 2022, and following amendment, Mr Harris admitted the remainder of the allegation.
17. This was the first of a series of allegations where similar behaviour was alleged in relation to several clients. Mr Harris told the panel that he admitted that he had undertaken work for existing clients of the Firm, which he considered to fall outside of the normal conveyancing work the Firm undertook. These were primarily clients with whom he had an existing and enhanced relationship, and the panel concluded that he had undertaken the work as additional services to the client, to maintain that enhanced relationship. The work was also outside of the standard work of the Firm, being sale and purchase transactions. What was also clear was that he identified that work as something which would enable him to charge a fee which he could keep for himself, hence his decision to ask them to make payment to his personal account. The panel heard evidence that at that time Mr Harris was working very long hours and felt that he was not being paid enough by the Firm for the work he was doing. His personal finances were also in a precarious position. The panel concluded that these two factors together motivated him to seek direct payment from clients in relation to these additional services. He had no permission from the Firm to do so

and was depriving the Firm of income it could expect to receive. He was also misleading clients into believing that the work was being carried out by the Firm, and that they were paying the Firm for the service. The panel found the entirety of the allegation, as amended, **proved**. The panel had no difficulty in concluding that his actions in relation to these allegations was calculated and dishonest. These findings apply equally to allegations 4, 5, 6, 7, 10., 11, 12 and 13 below.

18. Allegation 4 - this allegation was admitted in its entirety once amended, and the panel **found it proved** for the reasons set out above at paragraph 17.
19. Allegation 5 - this allegation was admitted in its entirety once amended, and the panel **found it proved** for the reasons set out above at paragraph 17.
20. Allegation 6 – this allegation was partially admitted. Mr Harris denied that he had mislead the client into believing that the account into which the funds were paid was the Firm’s account. The panel saw evidence of the email exchange between Mr Harris and the client and could see no evidence that he had sought to suggest the account was anything other than his personal account. The panel therefore found allegation 6(c) **not proved**. However, it found **the remainder of that allegation**, as admitted **and found proved**.
21. Allegation 7 – this allegation was partially admitted. Again, Mr Harris denied that he had mislead the client into believing that the account into which the funds were paid was the Firm’s account. The panel saw evidence of a fee note and request for payment, on the Firm’s headed notepaper, which Mr Harris admitted in evidence he had altered to remove the Firm’s bank account details and insert instead his personal bank account details. The panel therefore found this allegation **proved in its entirety**.
22. Allegation 8 - this allegation was partially admitted in so far as Mr Harris admitted failing to notify the lender (Halifax) that he was acting on his own transaction but denies failing to notify the Managing Partner. The CLC applied for an amendment to the allegation, to reflect its acknowledgement that it accepted Mr Harris’ submission that he was in fact the Managing Partner at the relevant time. The panel noted therefore that, following the amendment, allegation 8.1(b) was admitted and **found proved**.
23. Allegation 9 – this allegation was denied. The panel was not provided with any evidence that Mr Harris was not permitted, at the relevant time, to authorise

payment of pre-completion search fees to the Land Registry, and no evidence to rebut his assertion that he had authority to do so. The panel therefore found this allegation **not proved**.

24. Allegation 10 - this allegation was admitted in its entirety once amended, and the panel **found it proved** for the reasons set out above at paragraph 17.
25. Allegation 11 - this allegation was admitted in its entirety once amended, and the panel **found it proved** for the reasons set out above at paragraph 17.
26. Allegation 12 – this allegation was admitted in its entirety once amended, and the panel **found it proved** for the reasons set out above at paragraph 17.
27. Allegation 13 - this allegation was admitted in its entirety once amended, and the panel **found it proved** for the reasons set out above at paragraph 17.
28. Allegation 14 – this allegation was denied in its entirety. The panel considered the reference itself, and saw that Mr Harris purported in its content to be a “partner”. He confirmed in oral evidence that by using the word “partner” he intended the reader to assume that it meant he was a partner in the Firm. He also told the panel that he deliberately did not date the reference because at the time of writing it he was not a partner in the Firm. Whilst the panel was unable to conclude that the information contained within the reference, i.e. his testimony to the standard of work carried out by Ms Hamid, was untrue because there was no evidence before it to suggest that was the case, the panel was satisfied on the balance of probabilities that the reader of the reference would have concluded at the time it was received that Mr Harris was both a partner in the Firm and writing the reference on behalf of the Firm in support of Ms Hamid. Neither was true. The panel was also satisfied that the reader of the reference would have relied on those facts as attaching weight to the reference. Therefore, the panel concluded that this allegation was proved.
29. Allegation 15 – this allegation was denied in its entirety. The CLC alleged that all of the allegations amounted to acts of dishonesty by Mr Harris. The panel found the following:
 - a. Allegation 1 – this did not amount to dishonesty, but to a lack of integrity. The panel accepted Mr Harris’ evidence that the clients were well known to him, he had acted for them before, but he knew that in order to witness their signatures he would be required to be physically present when they attested

to the deeds. Applying the legal test of dishonesty (*re Ivey v Genting Casinos (UK) Ltd t/a Crockfords [2017] UKSC 67*) the panel was not satisfied that the test was made out because the panel accepted Mr Harris' relative inexperience and lack of clear understanding of the potential consequences and legal ramifications of his actions, and was not satisfied on the balance of probabilities that his actions would be considered dishonest by the standards of ordinary reasonable people in possession of the facts.

- b. Allegation 2 – was not found proved and therefore no dishonesty was found
- c. Allegation 3 – the panel was satisfied both that Mr Harris knew at the time that he was diverting money away from the Firm into his own funds, and that on an objective basis his actions were dishonest.
- d. Allegation 4 - the panel was satisfied both that Mr Harris knew at the time that he was diverting money away from the Firm into his own funds, and that on an objective basis his actions were dishonest.
- e. Allegation 5 - the panel was satisfied both that Mr Harris knew at the time that he was diverting money away from the Firm into his own funds, and that on an objective basis his actions were dishonest.
- f. Allegation 6 - the panel was satisfied both that Mr Harris knew at the time that he was diverting money away from the Firm into his own funds, and that on an objective basis his actions were dishonest.
- g. Allegation 7 - the panel was satisfied both that Mr Harris knew at the time that he was diverting money away from the Firm into his own funds, and that on an objective basis his actions were dishonest.
- h. Allegation 8 – the panel did not find this amounted to dishonesty, in that there was no overt or covert action misleading the lender (Halifax) to amount to dishonesty, but that Mr Harris breached the CLC's Conflict of Interests Code.
- i. Allegation 9 - was not found proved and therefore no dishonesty was found
- j. Allegation 10 - the panel was satisfied both that Mr Harris knew at the time that he was diverting money away from the Firm into his own funds, and that on an objective basis his actions were dishonest.

- k. Allegation 11 - the panel was satisfied both that Mr Harris knew at the time that he was diverting money away from the Firm into his own funds, and that on an objective basis his actions were dishonest.
- l. Allegation 12 - the panel was satisfied both that Mr Harris knew at the time that he was diverting money away from the Firm into his own funds, and that on an objective basis his actions were dishonest.
- m. Allegation 13 - the panel was satisfied both that Mr Harris knew at the time that he was diverting money away from the Firm into his own funds, and that on an objective basis his actions were dishonest.
- n. Allegation 14 – the panel was satisfied that at the relevant time, Mr Harris was aware that the information he provided about his professional position and relationship at the time of the reference being provided, would be relied upon by those reading the reference, and that they would rely on that aspect to add weight to the reference. The panel was also satisfied that by the standards of ordinary reasonable people in possession of the facts, Mr Harris' actions in this allegation were dishonest.

MISCONDUCT

- 30. Having found dishonesty in relation to a number of the allegations found proved, the panel was satisfied that Mr Harris' actions fell far below the standard required of a Licensed Conveyancer and that they amounted to misconduct.
- 31. His actions in breaching the Conflict of Interests Code, and in lacking integrity, were also serious matters which, had they stood alone, would have amounted to misconduct although clearly the matters where he had been dishonest were the most serious.

SANCTION

- 32. Having found misconduct, the panel took submissions from both parties on the appropriate sanction to apply in this case.

33. The CLC, through Ms Tighe, reminded the panel of the Sanctions Guidance (March 2018) and of the purpose of sanctions, set out for clarity below:

3.1 To uphold the CLC's regulatory objective of protecting the public and consumers of legal services;

3.2 To maintain and uphold public confidence in the reputation of the profession;

3.3. To declare and uphold proper standards of conduct; and

3.4. To promote public and professional confidence in the CLC's complaints and disciplinary processes.

3.5. To mark the seriousness (actual or potential) of the proven misconduct. It is well established that the purpose of imposing sanctions is not to punish the respondent, but to protect the public. This is consistent with and does not prevent the imposition of a sanction which may have a punitive effect on the respondent when it is necessary to meet its objectives at 3.1 to 3.2 above.

34. Ms Tighe submitted on the CLC'S behalf that Mr Harris' misconduct could cause harm to the public's confidence in the profession, and that he lacked insight into the gravity of his actions. She submitted that Mr Harris had drawn attention in his evidence to technical aspects of his deficiencies, rather than accepting that his behaviour had been wrong. She also submitted that his actions were deliberate and had financially impacted on the Firm.

35. On behalf of the CLC, Ms Tighe drew the panel's attention to the part of the Sanctions Guidance dealing with matters of dishonesty, and reminded the panel that where dishonesty is found, unless there are exceptional circumstances a sanction of disqualification is appropriate. She submitted that there were no exceptional circumstances in this case. She asked the panel to consider imposing disqualification for a period of 10 years, because this was not a case of an isolated act of dishonesty but a course of conduct over many months with multiple clients, and a dishonest reference.

36. Mr Harris disputed that he had drawn attention to technical aspects of his alleged conduct save for in relation to allegations which had gone on to be found not proved. The panel agreed with Mr Harris on this point and attached no weight to that particular part of Ms Tighe's submission.
37. Mr Harris told the panel that he did have insight into his misconduct, and that he understood the seriousness of his actions. He said he had expressed his remorse and regret both to the panel and to others to whom he had spoken about these matters. He explained that he was now successfully working in another practice, to whom he had made full disclosure of these allegations and reminded the panel of the reference from his new employer which was in the documentation received by the panel. He told the panel the new practice had recently been audited by the CLC, and a number of his own files had been selected for review, with no concerns being raised about his work or conduct.
38. He told the panel that he had qualified as a Licensed Conveyancer in March 2020, and in May 2020 was made managing partner in the Firm. He described working in the Milton Keynes office, initially alone but that following recruitment exercises, within a year he was supervising 12 other staff members. He described the Firm having another office in South Wales, managed by the other partner in the Firm, but that there was very little interaction between them and whilst they notionally supervised each other, during their day to day work they effectively managed their own offices alone.
39. He told the panel he could now see that he was not ready for that level of responsibility or seniority at that age and stage of his career, but that at the time he relished the opportunity. He wished he had been better supported and had a better understanding of what he was doing, with time to spend on his own development and training. He told the panel he did not seek to blame others for his decisions and misconduct but gave that information by way of explanation.
40. Mr Harris did not hold a licence at the time of the hearing because he had not been invited to renew his licence at the point of annual renewal.
41. The panel had the following sanctions available against Mr Harris:
- Taking no further action
 - A reprimand

- A fine and/or
- Conditions on licence
- Suspension from practice
- Disqualification

Harm

42. The panel began its consideration of sanctions looking at the harm caused by Mr Harris' misconduct. It concluded that whilst there was some financial harm to the Firm, it was relatively limited and very difficult to quantify. It noted that Mr Harris had repaid all the monies he had received dishonestly. However, by far the most significant harm was to the reputation of the profession, and in the public confidence in the profession, which was inevitably harmed where there was a finding of dishonesty.

Insight

43. The panel disagreed with Ms Tighe that Mr Harris showed no insight and noted that he had admitted almost all the matters found proved. The panel found that Mr Harris does have insight into his misconduct.

Aggravating factors

44. The panel found the following aggravating factors in this case:

- Motivated by desire for personal advantage
- Respondent gained advantage from wrongdoing
- Dishonesty
- Serious breach of CLC's regulatory arrangements
- Repeated failure or pattern of behaviour
- Increased likelihood of damage to the reputation of the profession

45. The panel found the following mitigating factors in this case:

- Full co-operation with the CLC investigation
- No previous findings of misconduct
- Newly qualified at the time of misconduct

- Inexperienced and lack of mentoring or support

46. The panel was invited by Ms Tighe to also find the aggravating factors of a likelihood of repetition and a significant risk of harm to others. The panel did not agree that these were aggravating factors in this case. Whilst it did not find that there was a mitigating factor of no likelihood of repetition, with support and the learning from these disciplinary proceedings, as well as the sanction imposed, the panel found a neutral position in relation to the likelihood of repetition. So far as harm to others, having not found that there was a likelihood of repetition, the panel therefore found that the risk of harm was to the reputation of the profession, which it did account for as an aggravating factor.

47. The panel then considered the available sanctions, starting with the least onerous and working up the sanctions ladder.

No further action

48. Given the findings of dishonesty, this clearly would not meet the seriousness of the misconduct found.

Reprimand

49. Similarly, the panel found this did not meet the purpose of sanctions as set out above.

Fine

50. Similarly, the panel found this did not meet the purpose of sanctions as set out above.

Disqualification

51. The panel agreed that a fixed period of disqualification was the least sanction which could meet the seriousness of the misconduct found. Cases involving dishonesty cause serious harm to the reputation of the profession and undermine public confidence. Honesty and integrity are essential components of the relationship

between Licensed Conveyancers and their clients, and the public are entitled to expect and rely on those qualities in those they instruct.

52. The panel considered the suggestion from the CLC that a period of 10 years was an appropriate length of disqualification. In many cases of this nature, that would be an appropriate length, if not longer. However, the panel took into consideration how inexperienced and young Mr Harris was at the time, in a position of seniority and responsibility which far outweighed his abilities and understanding, and one in which he appeared to go unchecked and unchallenged. Whilst his actions and decisions are entirely his own responsibility, the panel found there was some mitigation in this case, which was appropriate to rely on in setting the length of disqualification. It also noted the admissions made to the vast majority of the allegations, with half of the matters denied being found not proved.
53. In all the circumstances, the panel concluded that a disqualification for a period of four years was the least onerous sanction it could properly impose.

Costs

54. The CLC indicated at the end of its submissions on sanction that there was an application for costs, in the sum of £28,801.00
55. The panel heard submissions from Mr Harris as to costs. It noted from his statement of means that he is in a financially parlous position.
56. Bearing in mind, as it is required to do, his financial circumstances and available means, the panel concluded that a contribution to costs of £3,000.00 was appropriate.

Victoria Goodfellow

Legally Qualified Chair

Paul Brooks

Lay panel member

Catherine Fewings

Licensed Conveyancer panel member

Dated: 3 November 2022