Neutral Citation Number: [2019] EWHC 3223 (Ch)

Case No: BL-2018-001774

IN THE HIGH COURT OF JUSTICE
BUSINESS AND PROPERTY COURTS OF ENGLAND AND WALES
BUSINESS LIST (ChD)

Royal Courts of Justice
The Rolls Building, London EC4A 1NL

Date: 28/11/2019

Before :

HHJ DAVID COOKE
Sitting as a Judge of the High Court

- -

In the matter of a solicitor and in the matter of Sch 1 to the Solicitors Act 1974
Between :

Solicitors Regulation Authority	**Claimant**
- and -	
John McLee Robinson	**Defendant**

- -
- -

Joseph Farmer (instructed by **Monro Wright & Wasbrough LLP**) for the **Claimant**
Sam Neaman (instructed by **RadcliffesLeBrasseur**) for the **Defendant**

Hearing date: 24 October 2019

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Approved Judgment

I direct that pursuant to CPR PD 39A para 6.1 no official shorthand note shall be taken of this Judgment and that copies of this version as handed down may be treated as authentic.

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HHJ DAVID COOKE

HHJ David Cooke :

1. This is a claim brought under CPR Pt 8 by the Solicitors Regulation Authority (the SRA) to recover some or all of the costs of intervention in a solicitor's practice called McLee Solicitors ("the practice" or "the firm") from the defendant Mr Robinson, on the basis that he is a "former partner" in that practice.

2. Jurisdiction arises under Sch 1 to the Solicitors Act 1974 ("the Act"). Part 1 of that schedule provides for the circumstances in which the Law Society (which acts through the SRA for these purposes) may intervene in a solicitor's practice. Part II provides for the powers that may be exercised on an intervention, by the SRA or an agent (usually a solicitor and referred to as an intervention agent) on its behalf. Paras 13 and 13A deal with recovery of the costs of intervention as follows:

> "13 Subject to any order for the payment of costs that may be made on an application to the court under this Schedule, any costs incurred by the Society for the purposes of this Schedule, including, without prejudice to the generality of this paragraph, the costs of any person exercising powers under this Part of this Schedule on behalf of the Society, shall be paid by the Solicitor or his personal representatives and shall be recoverable from him or them as a debt owing to the Society.
>
> 13A (1) The High Court, on the application of the Society, may order a former partner of the solicitor to pay a specified proportion of the costs mentioned in paragraph 13.
>
> (2) The High Court may make an order under this paragraph only if it is satisfied that the conduct (or any part of the conduct) by reason of which the powers conferred by this Part were exercisable in relation to the solicitor was conduct carried on with the consent or connivance of, or was attributable to any neglect on the part of, the former partner.
>
> (3) In this paragraph " specified " means specified in the order made by the High Court."

3. It will be seen that by para 13 intervention costs are automatically recoverable as a debt, in full without any order of the court, from "the Solicitor" whose practice is intervened in, but that recovery from a "former partner" is conditional on an order of the High Court, which may only be made if the conditions specified are satisfied and is then subject to the exercise of discretion. As appears below, there are grounds on which it may be thought that Mr Robinson would be liable under para 13, but this claim is brought only under para 13A. Mr Robinson does not dispute that for the purposes of that paragraph he is a "former partner" of the practice.

4. I am told that there are no previous reported cases where such an application has come before the court, although para 13A was inserted by the Legal Services Act 2007 and has been in force since 2009. However the only issue of law between counsel as to its effect is that Mr Neaman submits the court has two discretions to exercise if it is satisfied as to the preliminary conditions, first whether to make any

order at all and second, if an order is made, as to the proportion of the costs to be specified. Mr Farmer submits that when this provision is read with para 13, the intention must be that once the conditions are satisfied an order must be made, the only discretion being as to the proportion of costs payable. He accepted however that this could be zero.

5. On this I am with Mr Neaman. The plain words of sub para (1) ("the court may make an order") convey a discretionary power. Sub para (2) imposes a threshhold condition, but gives no indication that if it is satisfied an order must be made. Once those conditions are satisfied, it seems to me, the court has an unfettered discretion as to whether an order should be made and if so on what terms, taking account of all relevant circumstances, and one cannot rule out the possibility that it may conclude that, perhaps by reason of a minimal degree of culpability on the part of the former partner charged, no order at all should be made.

6. In any event, the point can make little practical difference if, as conceded, the court could effectively exonerate that former partner by specifying the proportion payable as zero.

7. The factual background is summarised briefly below. One matter that should be borne in mind throughout is the distinction between persons who are held out to the public as being "partners" in a firm and those who in fact have an ownership interest in the firm and its assets, including goodwill. Whether a person described to the public as a partner is in truth an employee (a "salaried" or "non-equity" partner) or the sole or a joint owner of the business is dependent on the legal nature of the private arrangements between that person and the owner (or other owners) of the firm and is not generally apparent to clients or other outsiders. The term "partner" has been used by Mr Robinson and others somewhat indiscriminately, without making clear what exact status is being described.

8. Mr Robinson established the practice in 2007. He was at that time the sole principal. At some point Mr Logan Ramasamy joined and was named as a partner. Mr Ramasamy is a solicitor, but it seems clear he never had any ownership interest in the practice, and so can only have been an employee of Mr Robinson.

9. The practice was a recognised body under the Solicitors Code of Conduct 2007 (the "SCC"), on the basis that it had two partners, ie Mr Robinson and Mr Ramasamy.

10. On 9 March 2011 the Solicitors Disciplinary Tribunal suspended Mr Robinson from practice for a period of one year, on his accepting a number of charges against him including failure to supervise an employee who had misappropriated client funds. In consequence Mr Ramasamy was the only remaining partner authorised to practise, but he would have needed a specific authorisation to do so as a sole practitioner, which he did not have. He could have applied for a temporary emergency recognition, but did not do so. In the absence of such temporary authorisation, or some other regularisation of the position, the practice was required by the SCC to cease to practise, but it did not do so.

11. Mr Ramasamy was in correspondence with the SRA as to how the position could be regularised, and put forward proposals including the establishment of a new partnership under the same name, which would become a recognised body in place of

the old practice, and transfer of the practice to a LLP which would become recognised. None of these came to fruition.

12. At some point around June 2011 Mr Mohammed Burgal became involved in the practice and was held out as a partner. In an insurance proposal dated 5 September 2011 Mr Ramasamy stated that he and Mr Burgal were the two partners in the firm, but both were "non- equity" partners. He listed Mr Robinson as a former partner and explained (bundle p142E):

> "Mr Robinson is the sole equity owner of McLee & Co Solicitors…he was suspended from practice on 9 March 2011 for 12 months. He has no plans to return to the practice for the present and has put in place the current management structure to manage the firm in his absence…"

13. On 1 July 2011 the SRA began the first of three Forensic Investigations, leading to a report (an "FIR") dated 1 August 2011 which noted that Mr Ramasamy as the sole partner was not a signatory on the firm's various bank accounts but Mr Robinson still was, and that Mr Ramasamy's various attempts to register a new partnership or have Mr Burgal recognised as a partner had not been completed such that the firm was still practising without complying with the SCC.

14. It appears Mr Robinson became concerned that the applications Mr Ramasamy had made and the forms he had completed stated or implied that Mr Robinson no longer had any ownership interest in the practice. On 12 August 2011 he wrote a lengthy email to the SRA in which he said

> " … I am the sole equity owner of the firm… Mr Ramasamy was and always has been a salaried partner and employee of McLee & Co Solicitors prior to my suspension. As far as I am concerned he is still an employee of McLee and standing in my place until the outcome of my appeal [against suspension]…My understanding is that in order for the firm to continue as a Partnership Mr Ramasamy, being Principal of McLee in my absence had to take on another partner to satisfy the SRA requirements. I am aware that he has taken on Mr Burgal as a partner…I consider myself to be the owner of McLee Solicitors and that any application made by any staff of McLee & Co or any order or direction made by the SRA to take my firm from me without first informing me of the reasons why is wrong in principle and in law…"

15. On 3 November 2011 Mr Ramasamy notified the SRA that he had resigned as a partner with effect from 31 October 2011, though he continued to correspond with the SRA for some time after. On 16 November 2011 Ms Oge Mbeledogu notified the SRA that she had become "Principal Partner" of the firm on 28 October. At about that time it appears Ms Ngozi Ifionu also became involved in the practice, and she was subsequently held out as a partner.

16. On 5 December 2011 Mr Burgal wrote to the SRA stating that he had been dismissed by the firm as a whistle blower. He said his position had been as a salaried partner

appointed at the invitation of Mr Robinson in June 2011 (ie after his suspension) and made various allegations of Mr Robinson's continued involvement in the firm since then, to which I return below.

17. Between November 2011 and April 2012 Ms Mbeledogu made various attempts to regularise the firm's position with the SRA, none of which came to a conclusion.

18. On 23 April 2012 the SRA visited the firm's offices to begin a further Forensic Investigation, leading to a further report dated 13 June 2012. According to that report, Ms Mbeledogu resigned and left the office on the day the investigation began (bundle p 231BC).

19. Ms Ifionu later maintained she too had left the firm at about the end of April, but this does not seem to be correct as the investigating officer subsequently spoke to her and saw her at the premises (p 231A) and on 6 July Mr Robinson was in contact by email with Ms Ifionu seeking her assistance to persuade the SRA to issue him a practising certificate, which can only have been on the basis that she was still involved in the business.

20. On 24 July 2012 Mr Robinson's application for a practising certificate was granted, subject to conditions preventing him from acting as a sole practitioner, or manager or owner of a recognised body. He was permitted to practise only as an employee in employment approved by the SRA. This would have been difficult to arrange at McLee, since there were by this time no persons designated as partners who could run the firm and no one who could employ Mr Robinson since he remained the sole owner of the firm.

21. The third FIR was delivered to the SRA on 24 July 2012.

22. On 17 August 2012 the SRA decided to intervene in the firm. Its written decision (p 242) noted:

    i) Mr Ramasamy as the sole principal after Mr Robinson's suspension had required authorisation to act as a sole practitioner but had never obtained it or otherwise regularised the firm's position.

    ii) The SRA was aware since Mr Robinson's email in August 2011 that he was the sole equity owner of the firm. That was incompatible with the requirement of the SCC that every owner of a recognised body must fall within one of three categories, which Mr Robinson did not as he had no practising certificate. However the SRA had not taken steps to revoke the firm's recognised body status.

    iii) When Mr Ramasamy resigned as the last remaining registered principal (31 October 2011) the firm should have ceased to practise in compliance with the Recognised Body Regulations 2011. Those came in to force in October 2011 but replaced earlier provision to the same effect. Mr Ramasamy was notified of this. When Ms Mbeledogu became involved she too was aware of it.

    iv) Since April 2012 no qualified solicitor had been supervising the four or five unqualified staff working at the firm. Neither of the last two persons held out

as partners (Ms Mbeledogu and Ms Ifionu) was a signatory on the two client bank accounts and it was not clear who controlled them. Mr Robinson had access to at least one office account, which was irregular.

v) All these matters were breaches of regulatory requirements. They were serious and created an urgent need to intervene to protect the interest of clients and the public. There was no reasonable prospect of Mr Robinson remedying these breaches because of the restrictions on his practising certificate.

23. Mr James Dunn of Devonshires was appointed the Intervention Agent. The costs claimed are the costs charged by him, and amount to just under £182,000. Mr Neaman submits that if an order is made, the costs may be subject to assessment, though I raised at the hearing the question (which I do not have to decide) whether, since Mr Robinson is now bankrupt, any right to demand an assessment now vests in his Trustee.

24. The onus is on the SRA to show that the conduct (or some part of the conduct) by reason of which the intervention powers became exercisable was carried on with the consent or connivance of, or attributable to any neglect on the part of, Mr Robinson. It is not disputed that the "conduct" giving rise to the power to intervene (given by s32 Solicitors Act 1974) was the matters found by the SRA, summarised above.

25. The SRA's position is that as the owner of the practice Mr Robinson could and should have ensured that it ceased to practise after his suspension, but he made no attempt to do so. Consequently, all the matters occurring thereafter that led to the intervention were attributable to that failure (or "neglect") on his behalf. Further however Mr Farmer submits that the evidence shows that Mr Robinson positively wished the practice to continue in operation, in order that he could return to it when, as he hoped, his suspension was lifted, and that he knew how it was operating and to a substantial extent was involved in that operation notwithstanding his suspension, and therefore consented to or connived in that operation and the matters of conduct found.

26. Mr Robinson's case, in summary, is that

i) He was not involved in the management or operation of the practice at all after his suspension. To the extent he visited the office it was only for the purpose of preparing his appeal against suspension.

ii) All client matters and all management of the firm were carried on by those for the time being named as partners or principals in it. He was not aware of and did not consent to any of the matters relied on by the SRA.

iii) He was never advised by the SRA that the firm should close, or even contacted by the SRA in respect of any of these matters until July 2012.

iv) Mr Ramasamy was never warned that the practice should close; rather the SRA engaged in extended correspondence with him about permitting it to continue and how to regularise its position. Any failure to achieve that was Mr Ramasamy's responsibility.

v) Ms Mbeledogu was so warned, but any failure to regularise the position was her responsibility and something he was not aware of.

vi) In any event, even if any of these matters were found against him it would not be just to order him to pay any of the costs, because any action on his part was inadvertent. Responsibility for the continuation lay with the SRA because, rather than taking steps to ensure the firm closed it had permitted and encouraged Mr Ramasamy and Ms Mbeledogu to seek to regularise its position.

27. There is no evidence that Mr Robinson participated in any matter involving contact with or advice to clients during the period after his suspension. There is however a considerable amount of evidence that he was in effect standing behind those who were ostensibly running the firm and making the arrangements under which they did so in order to keep the business going until he could resume participation. This includes the following matters:

i) Mr Robinson's own email of 12 August 2011 making clear he was and intended to remain the sole owner of the firm, that Mr Ramasamy was only ever (and remained) an employee of the firm (which, if he was the sole owner, must mean an employee of Mr Robinson), that Mr Ramasamy was "standing in my place until the outcome of my appeal" and that Mr Ramasamy "being principal of McLee in my absence had to take on another partner [ie Mr Burgal] to satisfy SRA regulations" but he had not consented to any transfer of ownership to either of them.

ii) Mr Robinson maintained this position throughout; in a telephone conversation with the SRA on 24 May 2012 (p 199A) he emphasised that he remained the sole equity owner and that all the other individuals named as partners had been salaried partners (which again must mean his employees).

iii) Mr Ramasamy's insurance application in September 2011, referred to above, in which he said that the present management structure had been put in place by Mr Robinson to manage the firm during his absence. This is of course hearsay, but I see no reason to think it did not reflect Mr Ramasamy's knowledge; he had no apparent motive to pretend Mr Robinson was involved if he was not, and indeed it appears that attempts to change the firm's registration status to one in which Mr Robinson was not seen as an owner had not been pursued because of Mr Robinson's intervention to make clear that he remained the sole owner.

iv) Mr Burgal told the SRA in his "whistle blowing" letter of 5 December 2011 (p 176A) that:

a) It was Mr Robinson who approached him to become a partner, in June 2011 (ie while suspended and when it was intended to register the firm as having two partners).

b) Mr Robinson had promised him a personal indemnity against loss if he accepted.

c) Notwithstanding he was ostensibly a partner, Mr Robinson, Mr Ramasamy and the practice managers held meetings, which they told him were to deal with the SRA's investigations (ie the Forensic Investigation in July 2011), from which he was excluded.

d) He was excluded from operation of the firm's bank accounts but found that payments had been made to Mr Robinson and his wife, which Mr Robinson told him were justified because "it was his firm and his wife was working in the firm". As far as Mr Burgal knew, Mr Robinson's wife did not work in the firm.

e) He had been dismissed after insisting on explanations and proper supervision in the office and replaced by Ms Mbeledogu who was considered by Mr Ramasamy as more willing to cooperate without asking questions. He was making a tribunal claim for two months unpaid salary.

Mr Robinson said that all this was hearsay (as it is) and not reliable as Mr Burgal, and indeed all the others who had been involved in the firm, were merely seeking to blame everything that could be criticised on him to exculpate themselves, since he was suspended and therefore fair game for any accusation. But I do not consider that what Mr Burgal says about Mr Robinson's involvement can be dismissed on that basis; I have nothing to show that any criticism was being levied against Mr Burgal specifically, and insofar as he might have been thought generally potentially responsible for what the SRA investigations had found, he could have put the blame on Mr Ramasamy without inventing allegations of continued involvement by Mr Robinson. What Mr Burgal says about his own appointment being arranged by Mr Robinson corresponds with what Mr Ramasamy told the insurers in the application form quoted above.

v) Ms Mbeledogu wrote to the SRA on 31 July 2012, responding to the most recent FIR as the person ostensibly in charge of the firm (p 231C) saying that:

a) She had only ever been an employee, so confirming what Mr Robinson himself said. She and Ms Ifionu both told the SRA investigator in June 2011 that Mr Robinson was the sole equity owner of the firm, which must be what he had told them, and that if they left it would be his responsibility to appoint new partners (p 200R).

b) It was Mr Robinson who had provided the documents and fee for her abortive attempts to regularise the firm's status.

c) She had attempted to exercise control over the firm but that Mr Robinson "was controlling the firm behind the scenes" and "had no intention of relinquishing any control or management of the firm to… myself and [Ms Ifionu]… all the meetings and telephone conversations I had with [Mr Robinson] were a complete waste of my time and effort. Evidence of [Mr Robinson's] control of the firm was by way of him employing incompetent members of staff (some of them consisted of members of his own family), he controlled the accounts and therefore

had access to the password which he refused to pass on to both myself and [Ms Ifionu]…". She had told the investigator during her visit that the bank accounts and financial accounts were controlled by the firm's bookkeeper and that Mr Robinson gave instructions to the bookkeeper.

d) She had joined the firm after being introduced by Ms Ifionu to Mr Robinson (not Mr Ramasamy) who because of "some problems with the SRA" needed "a partner to assist him run the firm… he seemed extremely desperate to get me on board so that I could assist him with getting the firm authorised as a partnership with the SRA…"

e) Mr Robinson had not initially told her he was suspended, and when he did, said that the SRA was being racist towards him by attempting to close his firm solely because he was black. She had been "initially sucked in by his story and felt that as a black solicitor too I should help him run his firm."

f) She had left because she had no control over management and "the fact that [Mr Robinson] ceased paying my salary".

Mr Robinson said that this too was unreliable and should be looked at as Ms Mbeledogu seeking to exculpate herself from blame for what was found in the investigations in April and July 2012. But again I do not consider it can be dismissed as invention. Much of what is said has the ring of truth. It reflects what was said to the investigator during her visits, when the investigator had the opportunity to cross check with other staff and records.

The investigator could not find out for certain who did control the bank accounts, and followed up the information that Mr Robinson had involvement in them by her questions to Ms Mbeledogu, Mr Robinson and Ms Ifionu. I do not think it likely that Ms Mbeledogu had not told the truth about this; it seems implausible that either (a) if she did have control of the accounts she would have created trouble for herself by wrongly denying it, or (b) that if someone other than Mr Robinson had control, she would have anything to gain by concealing that and lying to say it was Mr Robinson.

Mr Robinson has in fact alleged that the actions taken against him by the SRA (both before and after his suspension) were motivated by racism; see for example his complaint to the Ombudsman Service at p269ff, and especially at 269 H-P. That complaint was not upheld. It is plausible that Ms Mbeledogu may have been willing to help him as she said if he had told her something similar, and not very likely that she would invent this or, if she had agreed to help Mr Robinson as a perceived victim of racism, that she would then pick him as scapegoat when, if his account is correct, there were others such as Mr Ramasamy and Ms Ifionu more recently and directly involved.

vi) In July 2012 Mr Robinson contacted Ms Ifionu to seek her cooperation in his return to practice, saying (p 231K) "I have given you opportunities and all I ask of you is to respond to the SRA so I can get my certificate." This clearly suggests he was responsible for her joining the firm and/or becoming a partner

though that was in or about November 2011 when he maintains the practice was being run by Mr Ramasamy.

vii) Ms Ifionu made some similar allegations about Mr Robinson's continued involvement with the firm in a letter of 13 August 2012, also responding to the recent FIR (p 239C). I would be less inclined to place weight on what Ms Ifionu says, because of doubts about claims she made to have resigned on 6 March 2012 (see resignation letter at p 44, misdated 16 March 2011) when she was found working at the firm in the investigation in April, and her subsequent claim to have left at the end of April when she was seen there some weeks after that by the SRA's investigator.

viii) Mr Robinson did in fact have access to one or more office bank accounts, and sums were paid out from them to him for items of personal spending. The investigator in June 2012 was not able to find all relevant bank statements but those she did find showed (p 200S) three payments of £300 by standing order in what appears to have been a regular monthly payment, and a considerable number of payments for rail travel between Brighton (where Mr Robinson's home is) and London (totalling some £829) and for groceries at shops in Brighton (£470). These payments were made between November 2011 and April 2012. Mr Robinson accepted that he had a business card and used it to charge these personal expenses to an office account. He said that he had Mr Ramasamy's permission to use it for food and travel because he had no other income and was desperate, and that all the train travel had been to come to the office to use a computer there for preparing his appeal as he did not have one at home. I did not believe his evidence. These payments are likely to be representative of the position in months for which statements could not be found and are more consistent in my view with the picture painted by Mr Burgal and Ms Mbeledogu of Mr Robinson continuing to regard the firm and its resources as his own.

The first FIR found that as at June 2011 Mr Robinson remained a signatory on all the firm's client accounts as well as its office accounts, and could operate them without involving Mr Ramasamy or anyone else (p 110D). However I do not place reliance on this as there is no evidence that he made use of that authority, save for the payments from office accounts referred to above.

28. In the light of this evidence, and notwithstanding Mr Robinson's denials, I am satisfied that he was in practice controlling the operation of the practice at all times, even if not becoming directly involved in client matters. It is all consistent with his own position that he remained the sole owner, and that all others named as partners were no more than employees. Although he sought to avoid admitting it, the only person who could be their employer was himself.

29. I am minded to accept that Mr Robinson was not aware, initially at least, on his suspension that he could not retain an ownership interest in the practice. Certainly the SRA did nothing to bring that home to him. But I do not accept he was unaware that in order to retain its recognised body status the firm would need to have either at least two persons registered as partners, or one registered principal who was authorised to act as a sole practitioner. He was aware of and involved in, I am satisfied, the various

arrangements that were explored between Mr Ramasamy and Ms Mbeledogu and the SRA to seek to achieve that, and he knew that these had not succeeded.

30. I do not believe that he effectively delegated all these arrangements to Mr Ramasamy and the others who were his employees. In any event, as their employer and the owner of the business it was ultimately his responsibility to ensure either that arrangements were put in place to enable the practice to continue business in accordance with the regulator's requirements, or to cease practice. He did neither.

31. Mr Robinson was therefore responsible for the fact the practice continued to operate after Mr Ramasamy ceased to be involved (about November 2011), without Ms Mbeledogu and/or Ms Ifionu ever achieving regularisation of its status, and for the fact it continued yet further after April 2012 when as the investigator found there was no qualified solicitor at all involved in the management or operation of the practice. It is difficult to believe that unqualified staff can have continued to run the firm without reference to someone in the position of manager or their employer, and on the face of it the most likely person for them to have seen in that position would have been Mr Robinson. I do not however have any direct evidence that that was the case. Assuming in his favour that he did not exercise that level of control, he must therefore have known, and be responsible for, the fact that there was no one else in a position to exercise it. In the absence of anyone else even nominally a partner, only he as owner could have changed that situation.

32. Mr Robinson was similarly ultimately responsible for the fact that satisfactory arrangements were not put in place for control of the firm's bank accounts to be vested in those who were its registered partners or managers. I have no doubt he would have seen all the FIRs, and so been reminded, if not already aware of it, that such arrangements had not been put in place. As employer, he could and should have (at least) directed those held out as partners to rectify this, but he did not do so or did not ensure it was done.

33. Mr Robinson is not absolved from responsibility by the fact that the SRA may be said to have been over-indulgent in the time they allowed for Mr Ramasamy and Ms Mbeledogu to put the house in order.

34. What ultimately led to the intervention (and so is the relevant "conduct") was the fact this state of affairs was continuing in mid 2012 and there was no real prospect of Mr Robinson putting an end to it. By that time there were no other persons held out as partners at all, so that even if it might be said that those who had previously been named as partners shared some degree of responsibility for what happened while they were in that position, the sole responsibility for what in fact was the immediate cause of the intervention lay with Mr Robinson.

35. It follows that in my judgment Mr Robinson had at least the prime responsibility for all the breaches of the regulations that took place after his suspension, and the sole responsibility for the fact those breaches were continuing and had become effectively incapable of remedy in the months leading up to the intervention. All these matters may be properly characterised as occurring with his "consent" for the purposes of para 13A in that they were the result of the arrangements that I am satisfied he made, but even if I were wrong about his active involvement in making those arrangements, the breaches they led to occurred with his "connivance" or as a result of his "neglect" in

that he knew what was happening and either allowed it to happen or failed to prevent it in circumstances where he as sole owner of the practice and employer of everyone working there could and should have taken effective steps to prevent those breaches, such as closing the practice or transferring it to a properly constituted recognised body.

36. In these circumstances I am satisfied not only that it is appropriate to make an order against Mr Robinson under para 13A but that the appropriate percentage of the intervention costs to be paid by him is 100%.

37. I will list a hearing for this judgment to be handed down in Birmingham, and invite the parties to agree the order resulting. There need be no attendance. If there are matters arising I will deal with them on paper if the parties can agree that is appropriate. If a hearing is required, parties should contact my clerk with an agreed time estimate and dates of availability for a later hearing in Birmingham.