

**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**

**PATRICK IAN CAMPBELL, Campbell and  
McCartney Solicitors, 430 Victoria Road,  
Glasgow**

**Respondent**

1. A Complaint dated 13 September 2023 was lodged with the Scottish Solicitors' Discipline Tribunal by the Council of the Law Society of Scotland, Atria One, 144 Morrison Street, Edinburgh (hereinafter referred to as "the Complainers") averring that Patrick Ian Campbell, Campbell and McCartney Solicitors, 430 Victoria Road, Glasgow (hereinafter referred to as "the Respondent") was a practitioner who may have been guilty of professional misconduct.
2. There was a Secondary Complainer, Peter Lee Moran.
3. The Tribunal caused a copy of the Complaint as lodged to be served upon the Respondent. Answers were lodged for the Respondent.
4. After sundry procedure, the Tribunal fixed an in person Hearing to take place on 29 October 2024. Notice thereof was duly served on the parties.
5. At the Hearing on 29 October 2024, the Complainers were represented by their Fiscal, Gavin Whyte, Solicitor, Edinburgh. The Respondent was present and represented by Gary Allan K.C, instructed by Jim Rhodes, Solicitor, Glasgow. One witness gave evidence for the Complainers. Evidence was not concluded. Due to lack of Tribunal time the Hearing was continued to 18 and 19 February 2025, to take place in person.

6. At the continued hearing on 18 and 19 February 2025, the Complainers were represented by their Fiscal, Gavin Whyte, Solicitor, Edinburgh. The Respondent was present and represented by Gary Allan, K.C, instructed by Jim Rhodes, Solicitor, Glasgow. On 19 February 2025, on the unopposed motion of Mr Allan, the Tribunal allowed a Third Inventory of Productions for the Respondent to be lodged late and a Joint Minute was lodged. Thereafter further evidence was led and concluded. Parties made submissions.
7. Having given careful consideration to all the information before it, The Tribunal found the following facts established:-
  - 7.1 The Respondent is Patrick Ian Campbell. He was born on 9 November 1957. He was enrolled and admitted as a Solicitor on 10 July 1998. The Respondent commenced employment with Campbell and McCartney Solicitors on 18 July 2005 as a partner of the firm. He is the current cash room partner and anti-money laundering partner of the firm. The Respondent currently holds a full unrestricted practising certificate.
  - 7.2 The Respondent was previously friends, for a number of years, with Ian Moran, the brother of the Secondary Complainer. A Power of Attorney (POA) was prepared for Ian Moran's late mother on or around 25 March 2014 appointing Ian Moran as attorney. A Glasgow firm was instructed to deal with the POA.
  - 7.3 Ian Moran wished to purchase a property in Uddingston for his late mother to live in, but was unable to obtain financing to complete the transaction.
  - 7.4 It was agreed between the Respondent and Ian Moran that the Respondent would purchase a property in Uddingston. The agreement was not in writing and the precise terms of the agreement are not known.
  - 7.5 The property was purchased on 11 August 2014 for a consideration of £154,450 with the title being held in the Respondent's name. The Respondent did not provide legal advice to Ian Moran in respect of that transaction.
  - 7.6 At the time, the Respondent understood that the purpose of the transaction was to allow Ian Moran's late mother and Peter Moran to reside within the property. A Short Assured Tenancy Agreement was put into place with the Respondent as landlord and Peter Moran as the named tenant.

- 7.7 A bank transfer of £60,000.00 from an account in Ian Moran's name was made to the Respondent on 20 June 2014. A further bank transfer of £3500.00 was made to the Respondent on 30 June 2014 on the instruction of Ian Moran. Both payments were made in order to allow the Respondent to facilitate the purchase of the property in Uddingston. The balance of the purchase price came from a buy-to-let mortgage in the name of the Respondent. That mortgage was arranged by a broker. The Respondent held a genuine belief that the money for the purchase of the Uddingston house came from Ian Moran and not his late mother.
- 7.8 A Short-Assured Tenancy Agreement was entered into between the Respondent, as landlord, and the Secondary Complainer.
- 7.9 The property was re-mortgaged at a later stage and additional borrowing was obtained over it.
- 7.10 The financing of the re-mortgage was arranged by Ian Moran via a mortgage broker. The Respondent did not provide Ian Moran with legal advice in respect of the remortgage.
- 7.11 The property in Uddingston was sold following the death of Ian Moran's late mother in or around 2019. The Respondent retained part of the sale proceeds. Said funds remain in the possession of the Respondent.
8. There were five averments of professional misconduct in the complaint before the Tribunal. Following evidence, the Fiscal withdrew two of these. With regard to the remaining three, the Tribunal, having given careful consideration to all of the information before it, found the Respondent not guilty of professional misconduct. The Tribunal considered that the Respondent's action in relation to these three averments, to the extent that he had allowed his integrity to be called into question, may amount to unsatisfactory professional conduct. Accordingly, the Tribunal remitted the Complaint in relation to averments 6.4, 6.5 and 6.6 to the Council of the Law Society of Scotland under Section 53ZA of the Solicitors (Scotland) Act 1980.
9. The Tribunal pronounced an Interlocutor in the following terms:-

Edinburgh, 19 February 2025. The Tribunal having considered the Complaint dated 13 September 2023 at the instance of the Council of the Law Society of Scotland, Atria One,

144 Morrison Street, Edinburgh against Patrick Ian Campbell, Campbell and McCartney Solicitors, 430 Victoria Road, Glasgow; Finds the Respondent not guilty of professional misconduct; In relation to the averments at paragraphs 6.4, 6.5 and 6.6 of the complaint, remits those to the Council of the Law Society of Scotland in terms of Section 53ZA of the Solicitors (Scotland) Act 1980; Finds no expenses due to or by any party; and Directs that publicity will be given to this decision and that this publicity should include the name of the Respondent, witnesses and any others as appropriate.

**(signed)**  
**Colin Bell**  
**Chair**

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 19 JUNE 2025.

**IN THE NAME OF THE TRIBUNAL**



**Colin Bell**

**Chair**

**NOTE**

At the Hearing on 29 October 2024, the Tribunal had before it the Complaint, Answers, an Inventory of Productions lodged by the Complainers and two Inventories of Productions for the Respondents. At the continued Hearing on 18 and 19 February 2025, in addition to the above documents, the Tribunal also had before it a third Inventory of Productions for the Respondent (lodged on 18 February 2025) and a Joint Minute signed by the parties (lodged on 19 February 2025).

**EVIDENCE FOR THE COMPLAINERS****Witness 1: Ian Moran on 29 October 2024****Evidence-in-Chief**

Mr Moran gave evidence on oath. The witness had known the Respondent for around 30 years as a friend. They got on well and went to Malta together over the years. The witness and the Respondent originally met through a friend who has since passed away. The relationship ended when the witness' late mother passed away in 2019 and the house in Uddingston (which she was living in) was sold.

The witness explained that the Respondent also knew his wider family including his mother, father, brother and sister. His parents used to live in a house at Teith Street, Glasgow, which was near HMP Barlinne. The witness explained that his father had a shed at the rear of the house in Teith Street and the Respondent used to visit when attending meetings with his clients at the prison. Most commonly, the witness' late mother would make lunch for the Respondent before his father gave him a lift back to the prison. The witness said that the Respondent knew his family very well, including his brother Peter, although they did not socialise together.

The witness' late mother lived in Teith Street until he and his brother Peter decided that it was no longer a good area for her to be in as she was becoming unwell and frightened. They decided together that their mother should move house as a result and they identified a property in Uddingston which was suitable for her.

The witness said that he had instructed the Respondent to deal with his late mother's estate when she died, including her funeral. The Fiscal referred to Production 3 on the Complainer's List of Productions which was a letter from T & R O'Brien, Funeral Directors and Memorial Consultants, addressed to 'Mr

I Moran' dated 20 September 2020, together with a funeral account from the same business addressed to the Respondent at Campbell & McCartney Solicitors, 430-432 Victoria Road, Glasgow, G42 8YU.

The witness said that the Respondent had composed a Will for his late mother around 2008. He had never seen a copy of the Will and stated that, when he asked to see a copy of it in 2019, it was lost. The witness wanted to see the Will as his brother was a carer for their mother and also a beneficiary of her estate. The Fiscal asked how the witness knew the contents of the Will if he had never seen the document. He replied that his mother had told him what her wishes were.

When asked, the witness confirmed that he obtained a Power of Attorney (POA) in respect of his mother. The POA was prepared by another legal firm in Glasgow. The witness was asked why he was chosen to act as attorney. He said that the family agreed and he had his own business. His sister was unable to take on the role of attorney. Reference was made to Production 6 on the List of Productions for the Complainers, namely a Certificate of Registration of POA issued by Office of the Public Guardian (Scotland) dated 25 March 2014. The witness stated that his mother became ill after that and passed away from Alzheimer's. The witness said that the Respondent was aware of the POA although they did not discuss it.

The witness explained that the house in Uddingston was purchased in August 2014 and the POA was obtained in March 2014. He had spoken to his sister and their other brother James (now deceased) about this; everyone was happy and agreed with the purchase. He said that his late mother had asked him to help her move house.

The Fiscal asked the witness to explain how the purchase transaction took place. The witness knew he could not obtain a mortgage as he was retired so he spoke to the Respondent who said he would purchase the house in his name to help the family out. Everyone was happy as the Respondent was a trusted family friend. The Fiscal asked the witness if this was the first time he had entered into this type of arrangement with the Respondent. The witness said that the Respondent told him that he had done something similar for another friend before. The witness did not know the details.

To fund the purchase of the Uddingston house, the witness explained that a mortgage was set up in the name of the Respondent. The witness arranged for a friend of his, a broker, to meet the Respondent in Glasgow. They had a few meetings and then the mortgage was set up. When asked, the witness said that the broker did not offer him any advice on the mortgage. The Fiscal observed that the events described seem like quite an unusual arrangement and asked the witness if he obtained advice from anyone else.

The witness said he did not. The Respondent did not give him, or anyone in his family, any advice on the transaction either.

When asked, the witness stated that he was not working in 2019. At that point, he had been retired for about 9 years. He had previously run his own business which involved central heating work for British Gas. The witness said he had his own firm for about 20 years.

The witness was asked about his financial situation leading up to 2014. He stated that he had income from property in Malta and that the turnover of his business at that time was £2 million per year. The witness said he had no financial problems at that time. He explained that he had bought a property in Malta approximately 15 years before, perhaps longer than that. He then sold the property and bought another. A member of the Tribunal asked the witness to confirm the date of purchase of the house in Malta. The witness said he bought another house in Malta just after selling the first one. The Tribunal member asked if this was in 2019. The witness' initial reply was this was the correct date. He thereafter apologised and corrected himself, saying that he sold the property in 2018. He said he had to split the money with his wife.

The witness confirmed that the purchase price for the house in Uddingston was £155,000. He also stated that he was unable to buy the property outright, or obtain a mortgage, at that time as he was living in Malta and his money was tied up there. He was not working at that time either. He was also divorced and had to split the money from the first house in Malta with his ex-wife.

The Fiscal asked the witness if he had any debt when the house in Uddingston was purchased in 2014. The witness said he had no debt at that time. The Fiscal asked the witness if he has ever owed money to the Respondent. He said that he has never owed money to the Respondent and that it was the other way round.

The Fiscal asked the witness how the property in Teith Street was financed. The witness replied that it was his parents' house and the mortgage was paid off. The witness was asked when the mortgage had been settled but replied that he did not know.

The witness was referred to Production 3 on the Second List of Productions for the Respondent, namely a mandate which was signed but undated. The document read,

*"I, Ian Moran, as Attorney for [my late mother] authorise payments to [Mr R, Mr C] and P Campbell to settle my debts, and those of [Ms M] from the free proceeds of the sale of my mother's home."*

The witness said that he has never seen this document before and that the signature was not his. He stated that he did not know the people named on the mandate and repeated that he did not have any debts at that time. Thereafter he said that he had struggled with 'cashflow' about 20 years earlier and had to borrow some money at that time to enable him to pay staff and other business outlays. This was due to delays in receiving payment for work he had carried out. The Chair noted that the mandate was not dated and the Fiscal confirmed that this was the correct production. The witness then said that he transferred £65,000 to the Respondent when he sold his house in Malta and any debt which he did have was, therefore, cleared. The witness said the Respondent had told him that his debt was cleared.

The Tribunal interjected and stated that the evidence of the witness was difficult to follow. The witness stated that he sold his first property in 2012. When he sold the second house in Malta, his wife sent two payments to the Respondent. The first payment was for 5,000 euros and the second was for £60,000. The Tribunal again pointed out that the evidence was difficult to follow.

At that point, the Fiscal said he would adopt a different approach. He asked the witness if he knew any of the people named on the mandate. The witness said he did not. He also said that he received some money in cash but did not owe money to any of the people named on the mandate. The Fiscal referred to Production 2 on the Second List of Productions for the Respondent, namely Black Horse finance documentation. The witness said that he had not seen those documents before but understood them. He thought that the documentation related to a van which was purchased for him and said that the Respondent was guarantor. He said that the transaction was about 20 years old and that he paid off all sums due in respect of that. It was around £20,000 in total.

Moving on, the Fiscal said that one of the allegations facing the Respondent in these proceedings was that the £63,500 transferred to the Respondent to partially fund the Uddingston house purchase was to be paid back, but that the Respondent did not do so. The Fiscal asked the witness to explain what the sum of £63,500 was for. The witness replied that the mortgage for the purchase of the house in Uddingston was in the sum £100,000 and that he transferred £60,000 from his late mother's account to the Respondent. The witness said that was to cover the mortgage and fees for the purchase. This money came from his late mother's Airdrie Savings bank account and was from the sale of the property in Teith Street. The witness received a call from the Respondent saying that he needed more money to prevent the purchase of the Uddingston property 'falling through'. Therefore, the witness transferred a further £3,500

to the Respondent. The witness said he was in Malta at the time and confirmed that he consented to the transfer of these funds.

Reference was made to Production 1 on the List of Productions for the Complainers, namely an Airdrie Savings Account statement and covering letter addressed to the witness dated 15 April 2014. The third page was a statement for a Diamond Account showing the sum of £98,801.56 paid in. The witness was asked about the origin of those funds and confirmed that this money came from the sale proceeds of his parents' house in Teith Street. He said those funds were sent from the solicitors who dealt with the sale to his late mother's bank account. The Fiscal referred to two transactions on page 2 of the same production; a statement dated 8 July 2018. Two transactions referring to the Respondent were highlighted on the statement; the first of £60,000 and the second of £3,500 on 30 June 2014. The witness stated that both payments were sent to the Respondent for the Uddingston property. He said that the mortgage for the property was for £100,000. The house price was £150,000. The witness said that he had already sent £60,000 to the Respondent so he sent a further £3,500 to him when asked. The witness said that he trusted the Respondent to pay the money back as they had been friends for 30 years. The Respondent reassured the witness that he would recoup the money. The witness believed that his late mother wanted his brother Peter to inherit the money. A member of the Tribunal asked if the witness was referring to his late mother's Will which had gone missing. He confirmed that he was. Another Tribunal member asked the witness if the Will was ever located and whether the estate of the witness' late mother was intestate. The witness again confirmed that the Will had not been found. The Fiscal replied that he was unsure if the estate was intestate or not. That was not his understanding from the paperwork provided by the Scottish Legal Complaints Commission ("SLCC").

Reference was made to Production 11 of the List of Productions for the Complainer, namely a letter to the Respondent from Jones Whyte Law dated 25 September 2019. The witness confirmed that he had consulted Jones Whyte regarding money that he considered the Respondent owed to him. However, Jones Whyte said there was a conflict of interest as they knew the Respondent.

The Fiscal read out the letter which was a demand for payment relating to alleged sums of £82,500 owed by the Respondent to the witness. The letter listed the sums due as follows:-

- "1. The sum of £60,000 paid to you on 20 June 2014 to assist you with the purchase of the property at [address details], Uddingston ("the property");*
- 2. The sum of £3,5000 paid to you on 30 June 2014;*
- 3. The sum of £19,000 paid to you when the above property was remortgaged;*

*4. Our client also paid for the home report on the Property in the sum of £420.”*

Item 4 related to a Home Report which was required when the Uddingston property was later sold. The Fiscal asked the witness what happened after the letter was sent to the Respondent. The witness explained that he had communicated with the Respondent (mainly by text message) previously making it clear that he wanted to sort everything out and that this was the Respondent's "last chance". This resulted in the letter being sent by Jones Whyte on behalf of the witness. Thereafter, the witness received a telephone call from Ms X at Jones Whyte saying that the firm could not act for him due to a conflict of interest.

The witness was then directed to an entry at page 60 of Production 11 of the List of Productions for the Complainers. This was described as an 'events print' and contained an email response from the Respondent to Jones Whyte dated 30 September 2019 denying that any monies were due by him and referring to a cheque which the Respondent said he sent to the witness. The witness said that a cheque in the sum of around £8,300 was posted through his sister's door. He took the cheque to the bank to cash it, but it had been stopped. The witness thought that the cheque was to cover the cost of the renovations to the house in Uddingston (in the sum of £7,000) which he had carried out prior to selling the property after his late mother died.

The letter from Jones Whyte also referred to a remortgage. Reference was made to Production 8 on the List of Productions for the Complainers, namely documents issued by Birmingham Midshires. The witness was asked what these documents related to and he replied that they were for the remortgage of the property in Uddingston. The witness said that he was not involved in the remortgage; he said that the Respondent and the broker sorted it out and the witness approved it but had no other involvement. When asked why the property was remortgaged, the witness said that the Respondent had told him that he was in trouble with the Law Society and that the witness agreed to help him. The Respondent said it was a 'short term issue' and the money would be repaid. The witness went on to say that the Respondent asked him for money a lot. Separately, the witness said that the Respondent also owed him £40,000 for work done on other properties owned by the Respondent but that he never received payment for that either.

The Fiscal referred to figures in the same production. The Chair of the Tribunal clarified that reference was being made to the original £100,000 loan on the Uddingston property. The witness was asked if the mortgage was changed to an interest only product at that point or whether it was always interest only. The witness could not recall. When asked what happened to the funds released from the remortgage transaction, the witness replied that the sum of £18,750 was paid into the Respondent's account. The Chair of the Tribunal asked the Fiscal to point to information to back up this oral evidence. Referring to

Production 8 on the List of Productions for the Complainers, the Fiscal noted paragraph 5 on page 36 which stated that the overall outstanding loan amount was £173,379.98. The Fiscal then noted paragraph 3 at page 35 of Production 8 which stated as follows:- *“Existing loan amount: £101,286.43. Value of the property: £159,668.00 on 13/02/2015.* The witness could not explain the difference in those amounts. The witness thought that a sum of around £18,000 was released from the remortgage transaction and that the property in Uddingston was sold for £158,900.

A member of the Tribunal asked the witness what happened to the £18,000 released by the remortgage funds. He stated that £18,500 was released. Of that sum, the broker’s fee was paid and the witness and the Respondent received £9,000 each thereafter. The witness said he did not understand the effect that remortgaging the property would have on his late mother’s estate. He did not receive any legal advice in relation to the transaction. The witness said he asked the Respondent to put their agreement in writing and that he said he would but never did so. A member of the Tribunal asked the witness if any of the matters agreed between him and the Respondent were ever put into writing. The witness confirmed that they were not.

Moving on, the Fiscal said that he intended to run through some of the productions. Firstly, Production 4 on the List of Productions for the Complainer, namely a CIS Life Insurance Policy in respect of the witness’ late mother. The witness said that money in respect of this was transferred to the Respondent and he was content for that to happen as they were still friends at that point. Again, the witness said that the Respondent had represented his late mother and prepared her Will.

The witness was asked to describe Production 5 on the List of Productions for the Complainer. He confirmed that these were his handwritten notes compiled around the time his late mother died. He said that he started to keep notes of everything around that time. The witness referred to the following parts of the production:-

*‘Cost of house £154,450; deposit [paid to builder to secure Uddingston house] £500.00 (paid by Ian); Bank loan £101,000.’*

He also read out *“Mum Account £60,000 - 20.06.14; Mum Account £3,500- 30.06.14. Money paid to Mr Campbell’s account Bank of Scotland £153,950 - £63,500 = £9,045.00.”*

Mr Allan objected to comments on a loan within the document, submitting that there was no averment in the pleadings relating to this and, therefore, no Answers lodged on behalf of the Respondent. The Fiscal accepted this point and moved on.

The Fiscal referred to Production 10 on the List of Productions for the Complainer which was labelled, "*Text message exchange between Ian Moran and Respondent between 29 July 2023 -24 September 2023*". The witness confirmed that these were a series of text messages between him and the Respondent. The Joint Minute lodged by parties on 19 February 2025 confirmed that this item contained text messages which had been forwarded to the Complainers by Ian Moran. Particular reference was made to page 52 of the same production which contained text messages dated 9 and 10 September 2023. The witness confirmed that those messages referred to a transfer of £63,5000 to the Respondent. He said he was asking the Respondent what was happening regarding repayment of the monies following the sale of the house in Uddingston. The Respondent kept "making excuses". Mr Allan objected on the basis that it was not appropriate for the witness to comment on what the Respondent was thinking when writing the messages. The Chair of the Tribunal directed the Fiscal to stick to the facts. The Fiscal asked the witness how he had interpreted the Respondent's texts. The witness said that he got the impression that the money would be paid back by the Respondent. However, that did not happen. The witness said that his relationship with the Respondent started to break down from that point onwards.

The witness was asked if the Respondent had advised him of the consequences of the remortgage transaction at any point. He replied that the Respondent had not advised him, nor referred him to another solicitor. The witness was asked if any of the money from the same of the house in Uddingston had ever been repaid to him. The witness said he had asked the Respondent to repay this money but had never received it.

Examination-in-chief was concluded at this point.

The Tribunal allowed a short break in proceedings. The Chair informed the witness that he remained under oath and must not discuss the case, or his evidence, with anyone else during the break.

Returning to proceedings, the Fiscal notified the Tribunal that the witness had been observed speaking to the second witness on his way out of the Hearing room prior to the break. The Fiscal explained that he felt obliged to bring this information to the attention of the Tribunal. The Chair pointed out that his instruction to the witness prior to the break had been very clear.

Mr Allan for the Respondent observed that this behaviour showed the witness' failure to follow clear instructions. He acknowledged that no one heard the exchange between the two men and so no one can be sure what they said to each other.

The Tribunal adjourned to consider the matter. It noted that no submissions had been made by either party and decided to take no further action. Proceedings recommenced.

### **Cross-examination**

Mr Allan observed that the witness seemed reasonably comfortable financially and had a successful business. The witness agreed with that. Mr Allan asked why the witness had borrowed money. He said that he borrowed some money 20 years ago due to late settlement of contracts he had worked on.

The witness was asked if the Respondent had helped him with his business affairs and administration, including dealing with any creditors. The witness denied that the Respondent was involved in his business.

The witness confirmed that his parents had lived in Teith Street for many years prior to the events giving rise to these proceedings. His parents had paid off the mortgage and, more recently, there was a secured loan on the property. Mr Allan asked the witness who managed the sale of the property in Teith Street. The witness said that he had done so, instructing a firm of solicitors in Glasgow through a mortgage broker. The Respondent was not involved with the transaction. The Chair of the Tribunal asked when the Teith Street property was sold. The witness confirmed that it was in 2014 and added that he had an interest in properties in Malta by that time, explaining how he financed that. The witness said that he made a substantial profit from the properties in Malta. He repeated that he had no debt at that time.

The witness stated that the Respondent had threatened him. He made allegations that his family had also been threatened. The Chair noted that these were serious allegations and asked the witness if he required a break from giving evidence, but he said he did not. The witness was content to continue with cross-examination.

Mr Allan asked the witness why he required a guarantor to purchase a van. The witness replied that this was 20 years ago and added that he and the Respondent helped each other out, as friends. The witness said that the Respondent did not act as guarantor to allow him to purchase a Mercedes vehicle more recently. Mr Allan asked the witness why he is now alleging that the Respondent is £40,000 in debt to

him. He suggested that the witness and the Respondent carried out work for each other on a reciprocal basis.

Mr Allan asked the witness if he was reckless about who he borrows money from. The witness denied being reckless. Mr Allan enquired if the witness knew the people named on the mandate. He replied that he knew that Mr R was a friend of the Respondent.

Regarding the POA and Will in relation to his late mother, the witness confirmed his recollection that the Respondent had been involved in drawing up the Will. Mr Allan said that the Respondent did not draw up the Will and that it was simply mentioned when the Respondent was present at the house in Teith Street. Mr Allan stated that the Respondent was working as a criminal practitioner at that time and did not execute or draft Wills. In response, the witness said that the Respondent prepared Wills for other family members also. He alleged that the Respondent came to Teith Street with forms and prepared the Wills there.

The witness conceded that he had agreed to buy and sell the properties in Teith Street and Uddingston with his mother and brother. The Respondent was not involved in the sale of the house in Teith Street. The witness confirmed that the net free proceeds were paid to his late mother's Airdrie Savings Bank Account. Thereafter, a POA was put in place in 2014 as described earlier. The witness confirmed that he had access to his late mother's Airdrie Savings account in terms of the POA. Mr Allan referred to Production 2 on the List of Productions for the Complainer, described as "*Diamond account statement dated 8 July 2014*". Mr Allan directed the witness to multiple entries on that statement and noted that the account was 'wiped out'. The witness agreed. Mr Allan narrated a series of entries on the same production showing cash withdrawals for sums ranging from £200 to £2000 within a short period of time.

The witness said he cannot remember exactly what he bought but recalled that some of the money was for his brother James (now deceased) who needed help. He also bought cigarettes for his late mother and brother. The witness had asked his late mother if he could withdraw the money for James and she agreed. Mr Allan asked the witness if his late mother was able to give consent at that time. The witness said she was fine at that point. When asked why his late mother needed a POA, the witness replied that the family thought it would be a good thing to do. The witness became irate and the Chair of the Tribunal intervened. He reminded the witness to answer questions put to him and remain composed. Mr Allan observed that the witness' late mother cannot be called to give evidence. Likewise, his brother James cannot be called as a witness as he had passed away.

The witness confirmed that his late mother died in 2018 and that he made funeral arrangements with T&R O'Brien. The witness said that he and his brother dealt with the funeral and the funds went to the Respondent. Mr Allan referred to Production 3 on the List of Productions for the Complainer, described as, a letter from T&R O'Brien dated 20 February 2019 addressed to the witness. The witness confirmed the address on the correspondence and that the invoice was forwarded to the Respondent at his request. Mr Allan stated that the Respondent was acting as a friend here and had not been instructed as a solicitor. The witness denied that and insisted that he was acting on behalf of his late mother. He repeated that the Respondent drew up her Will. This was challenged by Mr Allan who stated that the Respondent was not acting in an executory capacity as a solicitor. On the contrary, the witness had asked the Respondent to help and he did so, acting as a friend as he had done for the previous 20 years.

In response, the witness said that the Respondent had charged for his services. Mr Allan asked for evidence of that and the witness pointed to his handwritten note (previously mentioned), saying that the fee was recorded in writing. Mr Allan observed that it was the witness who had written this down. Reference was made to the Production 4 on the List of Productions for the Complainers, namely a CIS policy with manuscripts. CIS sent the money to the Respondent. Mr Allan noted that the document had been annotated by hand and asked who had written the notes. The witness confirmed that he made those notes when his late mother died and that he had noted a fee charged by the Respondent. There was no record of that on the production. The witness said that CIS gave him those figures over the telephone and he noted them.

Mr Allan asked the witness to confirm that, apart from cashflow activities in his business, he had no debt. The witness agreed with that, as far as he could remember. He also agreed that he had borrowed money from Mr R. The witness denied borrowing money from other people, including the Respondent.

Mr Allan asked the witness if the Respondent had lent him £100,000 to assist with the purchase of a property in Malta. The witness denied that. He also denied that the Respondent had lent him a deposit of £5,000 on another occasion.

Referring to page 64 of Production 11 on the List of Productions for the Complainers, the witness was asked if he made those notes and told the truth. The witness said he did make those notes truthfully. The witness was asked if he had any debts at the time and denied being in debt to the Respondent. Mr Allan asked the witness if he was in debt to any other creditors. The witness was reminded that he had referred to a turnover of £2 million which he agreed with.

Mr Allan then referred to Production 6 on the Third List of Productions for the Respondent, and described it as a "Charge for Payment". He noted that the witness' business went bust and the witness agreed. Mr Allan pointed out that the witness' position on this had changed; he previously said that his business was solvent. The witness said he did not realise that Mr Allan was talking about those debts.

Mr Allan asked the witness if he was solvent or being pursued by creditors when he departed for Malta. The witness said that he paid off debts of approximately £30,000 to HMRC and used the sale proceeds from his property at Glasgow Road to do so. Mr Allan enquired if the witness then left for Malta and made spectacular profits there. The witness said yes and that was how he came to have £250,000 in the bank in Malta. With that in mind, Mr Allan asked the witness why he did not come back to Scotland to help his late mother who wanted to move out of a bad area. The witness said that his late mother did not need his help as she had her own money. Mr Allan asked the witness why he needed the Respondent's help given the money he had. The witness said that he could not obtain a mortgage in Scotland. The witness agreed that the Respondent would have had the impression that the witness was wealthy. By extension, Mr Allan asked if the Respondent would have any reason to think that the money was not that of the witness. He replied by saying that it was his late mother's money. Mr Allan observed that the Respondent would not have known that at the time and had no reason to think that.

Mr Allan referred to Production 1 on the First List of Productions for the Respondent, listed as Santander mini statement dated 20 June 2014. Mr Allan pointed out that this related to a personal account of the Respondent's and not a business account. The mini statement showed a payment of 'money in' of £60,000 and noted that there was no reference to the payment coming from the witness' late mother's account. It was listed as a 'faster payments receipt'.

The witness said he does not know why there is no reference to his late mother's account. He suggested that the Respondent must have transferred the sum to a personal account from a business account and insisted that he had paid the money into a Bank of Scotland account. However, the witness could not identify any evidence showing payment into a Bank of Scotland account.

Mr Allan suggested that the witness had set out a completely false account of his financial relationship with the Respondent. He went on to say that, on many occasions, it appears that the Respondent had helped the witness out and that the latter owed the Respondent over £100,000. The witness conceded that no invoices were issued by the Respondent and said that he thought he would get the money back. Mr Allan pressed the witness and asked if he expected the Respondent to do work for him for free. The

witness denied that. Mr Allan said that the Respondent had represented the witness and his daughter in respect of separate criminal charges but had not charged fees for that work.

Turning to the purchase of the house in Uddingston, Mr Allan asked the witness if he had instructed the Home Report, spoken to the mortgage broker and paid a deposit to the builder to secure the property. The witness said that he did those things but that the Respondent was aware of it all. The witness maintained that he took those steps after speaking to the Respondent and that he did not organise everything himself.

Mr Allan said that the Teith Street secured loan was in substantial arrears and there was a risk of repossession by the lenders. Mr Allan went on to suggest to the witness that his elderly and infirm late mother was potentially going to be rendered homeless, so they needed to sell her property. The witness responded by saying 'it wasn't me who took £63,500 from an old woman' and said that some of the matters being raised were completely untrue. The witness maintained that his mother was too frightened to stay in Teith Street.

Mr Allan stated that it was not disputed that, on the basis of matters organised by the witness, the Respondent agreed to purchase a property on a buy-to-let basis. There was a shortfall of £50,000 for the purchase and Mr Allan asked the witness if he had been aware of that. He responded by saying that he knew the purchase price was £154,000 and the mortgage was for £100,000. The witness said that the balance came from his late mother's bank account. Mr Allan pressed the witness again, reiterating that he was supposedly a man of means, returned from Malta with lots of money in the bank. The witness said that he does not have a Santander bank account. That account relates to the Respondent. He then said that the money may have come from his wife, he was not sure. The witness made reference to a Maltese bank account. Mr Allan observed that no production had been lodged relating to such an account. The Chair deemed the point irrelevant and asked parties to move on. Mr Allan said he would make submissions on this point later.

Mr Allan then referred to a handwritten section on Production 5 on the List of Productions for the Complainers which read:-

*"Hi WH. Hope you are well. Concerning my complaint against Mr Campbell I am withdrawing my complaint against him. This matter has been resolved. Thank-you. Peter Moran."*

The witness said that he had been threatened. He alleged that the Respondent was involved with people who were “not very nice” and that he was receiving phone calls threatening him and his family. He did not report this to the police as he was frightened. He alleged that he was told to write a letter to the Law Society saying that the allegations against the Respondent were untrue. After a short adjournment, Mr Allan confirmed his understanding that the witness had reported allegations to the Law Society in recent weeks or months. This was recorded in the Joint Minute lodged by parties on 19 February 2025.

Mr Allan stated that the Respondent never acted as a solicitor for the witness. In fact, he instructed his own solicitor to carry out the conveyancing for the purchase of the house in Uddingston. He was not acting in his capacity as a solicitor. In response, the witness said that the money for the transaction did not come from him but from his wife and maintained that he could prove that. He also said that he and his brother made all the rental payments in respect of the Uddingston house.

Mr Allan referred to an offer to purchase a separate property in Livingston which was unsuccessful. The Respondent had agreed to assist with the Livingston house in the same way as he did for the house in Uddingston. However, the funding did not come through and, because missives were concluded, the sellers of that property sued the Respondent for £20,000. The witness protested that he knew nothing about that property.

Mr Allan asserted that the Respondent had helped the witness as a friend. He was in a position to buy the property in Uddingston and the Respondent assisted with the purchase by stepping in to buy it, registered as a landlord and set up a Short Assured Tenancy agreement. Rental payments were fixed at a sum which was broadly in line with the monthly mortgage sum due.

Mr Allan concluded by saying that the witness was lying. The witness denied lying.

Cross-examination completed.

### **Re-examination**

The witness denied relocating to Malta to flee creditors. He said went to Malta due to divorce proceedings and for health reasons and remained there for 3 years.

Referring to the various cash withdrawals from his late mother’s account, the witness said his late mother and brother had consented to those and that his brother James had since passed away.

The Fiscal asked the witness what the money from the secured loan on the house in Teith Street was used for. The witness said it was a home improvement loan used to install new windows and doors and his late mother received that money.

The witness was asked to elaborate on comments he had made about money sent by his ex-wife to the Respondent. He replied that said money was to pay off Mr H and also another loan as they were waiting for money to come through from the sale of a property in Malta.

Re-examination concluded.

### **Tribunal Questions**

A member of the Tribunal referred to the handwritten note to WH at the Law Society shown at Production 5 on the List of Productions for the Complainers, asking the witness when it was written. The witness replied that it was compiled about 6 months ago.

The witness was asked why the mortgage for the Uddingston property was a buy-to-let. He said that he did not know and that it was arranged between the broker and the Respondent.

The witness was then asked who the tenant of the Uddingston property was. He said that it was his brother Peter as he was their late mother's carer. The Respondent said that he and Peter paid the rent.

The witness was asked when he got divorced as the dates given in evidence were unclear. He could not recall.

The witness confirmed that he had never seen his late mother's actual Will and did not know where it was located. He also said that the Respondent did not deal with his late mother's estate when she died. The witness was asked what happened to the residue of his late mother's estate. He replied that he did not receive the £63,000 from the Respondent.

The Tribunal asked the witness if his assets exceeded his liabilities in March 2014. He replied that he had around £100,000.

Questions from the Tribunal for this witness were concluded.

### **Further Cross-Examination**

Mr Allan asked the witness if his brother Peter received housing benefit when he was a tenant in the house in Uddingston. The witness confirmed that Peter did and that the sum received was broadly equivalent to the rent due.

#### Adjournment

Evidence from this witness was concluded. The Fiscal confirmed that there was another witness for the Complainers. Due to lack of time, the Tribunal *ex proprio motu* adjourned the Hearing to 18 and 19 February 2025 for further evidence to be led and concluded.

#### **Witness 2: Peter Moran on 19 February 2025**

The Chair administered the oath. The witness confirmed his full name, address and age. He was unemployed and was a live-in carer for his sister. He was aware of the nature of these proceedings and why he had been asked to attend. He met the Respondent in the mid-1990s and was introduced to him as his brother's (Ian Moran) lawyer. The witness said that the Respondent and Ian Moran socialised together.

The witness said that he was not involved with the purchase of the house in Uddingston and did not deal with his brother Ian's finances. The witness confirmed that he lodged a complaint about the Respondent with the Scottish Legal Complaints Commission (SLCC).

The witness confirmed that his late mother died in 2019. He knew that his brother had arranged a POA for their late mother to look after her wellbeing as she had been diagnosed with dementia. Ian Moran was the businessman of the family and the family decided that he would take on the role of attorney for their late mother.

The witness said his late mother left a Will which had been prepared by the Respondent. He said that the Respondent noted the details for the Will at his parent's house in Teith Street, Glasgow. He said that the Will was not witnessed and that he has never seen the document. The witness confirmed that he did not know what was in the Will. He later tried to find a copy by contacting the 'recorder' at the Law Society.

The Fiscal asked the witness if he had instructed a solicitor to deal with his late mother's Will after she died. The witness said that Ian Moran told him that the Will had been destroyed. After this happened, the witness said he complained to the Respondent about taking "all the money". His understanding was that

his late mother had left everything in her estate to him. The Fiscal asked the witness how he knew this if he had never actually seen the Will. He replied that his brother, Ian Moran, had informed him and, when asked, confirmed again that he had never seen a copy of his late mother's Will.

Returning to the purchase of the house in Uddingston, the witness said that his late mother's condition got worse and the house in Teith Street was too big so they moved to a smaller property. The Fiscal asked the witness why his late mother did not deal with the house purchase herself. He replied that her condition was getting worse and he left his brother Ian to deal with it along with the Respondent. The witness described the Respondent as a friend at that time. The witness said that he had intended to stay in the house in Uddingston.

The Fiscal referred to Production 9 on the List of Productions for the Complainers, namely "*Short Assured Tenancy Agreement for [property address], Uddingston, [postcode]*". The Fiscal stated that the property was purchased in August 2014 but the witness corrected him, stating that they moved into the house in July 2014. The witness said that Ian Moran did not move into the house. The witness confirmed that the rent was paid into the Respondent's account either by himself or his brother Ian Moran and that he was in receipt of housing benefit in 2014.

The Fiscal asked if the property was subsequently remortgaged. The witness explained that he had later found out that it had been remortgaged. Mr Allan objected to the use of hearsay evidence. He acknowledged that the rules of evidence before the Tribunal vary from other forums but, nevertheless, objected to the witness being asked what he had been told about a transaction which he was not party to. This was noted by the Tribunal.

Continuing, the witness said that his brother Ian Moran had informed him that the Respondent was in a lot of trouble with the Law Society and owed them money. The witness contacted Citizen's Advice Bureau (CAB) in Parkhead, Glasgow at the end of 2019/start of 2020. They got in touch with the Respondent on his behalf. Thereafter the witness spoke to the Respondent on the telephone. The witness understood that the Respondent would explain where the £63,000 was. The Respondent told the witness he had written a letter to him regarding the money and that it would follow by post. However, the letter did not arrive. The witness said he contacted CAB about the money from the sale of the property in Uddingston. He thought that the proceeds of that sale were to go to him as he was the beneficiary in his late mother's Will.

The Fiscal then referred to the POA granted by the witness' late mother. He also referred to a Diamond bank account. He asked the witness if he knew anything about what his brother did with the money in that account when the POA was granted; for example, did he spend it, put it in savings or something else? The witness said he did not know.

When asked, the witness confirmed that he did not know if the Respondent had ever given legal advice to his brother. He had never seen the Respondent do so.

The witness confirmed that neither he nor his brother Ian Moran received any money from the sale of the house in Uddingston. He repeated that the money belonged to him as the beneficiary of his late mother's Will.

### **Cross-examination**

When asked, the witness confirmed that he was not involved in dealings between his brother and the Respondent. He agreed with Mr Allan that much of his evidence was influenced by what his brother had told him about what had happened.

The witness confirmed his understanding that the Respondent was his brother's "lawyer" in relation to the POA. He understood that they were also friends.

Mr Allan asked the witness if it was his brother Ian's idea to obtain a POA when their late mother's health deteriorated. The witness said it was also his idea. It was not suggested that the Respondent should deal with the POA at the time. Mr Allan noted that the witness' brother Ian had instructed a different firm of solicitors to deal with the POA. The witness replied 'if you say so, yes'. Mr Allan pointed out that the papers show that a different firm was instructed in this matter. The witness said that his brother was free to choose his lawyer. Mr Allan acknowledged that and wondered if there was any reason why the witness' brother would not consult the Respondent, his friend and lawyer, about such a difficult issue. The witness did not respond.

When asked, the witness agreed that the Respondent had worked for a number of different firms of solicitors. He was asked about the date of his late mother's Will and stated that it was 2012. He stated that the Respondent dealt with that.

The witness was asked again if he had ever seen his late Mother's Will. He stated that he knew it was drawn up. Mr Allan insisted on a direct answer and asked the witness if he saw his late mother's Will.

He said that he did not see it completed or signed but, as far as he was concerned, the Respondent had the document. Mr Allan asked the witness to answer a simple question, namely did he ever see the document that his late mother signed? The response was 'no'. He was asked if he had ever seen a draft or preliminary version of the document and replied 'no'. Mr Allan then asked the witness how he can be sure of the contents of the Will if he had never seen it. He replied that he had relied on what the Respondent had told him, namely that the Will was completed. The witness said he took this on trust.

Mr Allan asked the witness if he had made contact with the firm who employed the Respondent to obtain a copy of the Will. He replied that he did not know where the Respondent worked. His understanding was that the Respondent was self-employed and that he had the Will. The witness said that both he and his brother Ian thought the Respondent had the Will.

The witness agreed that it was his brother Ian's idea to purchase the house in Uddingston so that the family could be closer together and to support their late mother as the house in Teith Street was too big. Mr Allan said that Ian Moran had told the Tribunal that he had plenty of money of his own at the time and asked the witness why his brother had not arranged his own finance to buy the house. The witness said that he did not know.

Mr Allan asked the witness what the Respondent's role in the house purchase was. He said that he did not really know and agreed that he was repeating what his brother had told him.

Mr Allan asked the witness about the state of his late mother's health at the time the POA was created. The witness said he was confused between his late mother's Will and the POA. The Tribunal clarified that the question from Mr Allan related to the POA. The witness then said that a doctor was asked to examine his late mother as she was still '*compos mentis*' at that time.

The witness was asked if he was aware of increasing arrears on the mortgage on the house in Teith Street. He replied that he did know about that. The witness said his brother Ian was making the payments and he was aware that some were being missed. Mr Allan queried why Ian Moran could not pay the mortgage given his position as a successful and wealthy businessman. The witness said his brother did pay the mortgage.

Moving on, Mr Allan observed that the Respondent was in a position to obtain a mortgage and agreed to do so as the witness was in danger of losing his home due to mortgage arrears. The witness agreed that

the Respondent was brought in to obtain a mortgage where Ian Moran could not, and conceded that this was done so that he and his late mother would not lose their home.

Mr Allan asked the witness if the Respondent used some money provided by Ian Moran and the remainder from a buy-to-let mortgage to buy the house in Uddingston. Thereafter a Short Assured Tenancy Agreement was put in place and the witness and his late mother lived in the property. The witness confirmed this account of events. He also agreed with Mr Allan when he said that the Respondent's financial status was used to the advantage of his family to ensure that he and his late mother had a place to live. The witness said he was in receipt of housing benefit at that time and agreed that the rental payments were regularly made to the Respondent. Mr Allan again asked the witness if he was relying on the information provided by his brother Ian and he confirmed that to be the case.

The witness was asked if he had been aware of a remortgage on the Uddingston property. He said that his brother Ian had told him that the Respondent needed money to pay the Law Society and he believed that. Ian Moran told the witness that the Respondent received £9,000 from the remortgage loan. When Mr Allan said that information may not be correct, the witness said that would mean his brother had not told the truth.

Mr Allan asked the witness if he was aware that the Respondent acted as guarantor for his brother in respect of two vehicles. He said he did not know that. When asked, the witness agreed that there was a lot he did not know about his brother's finances.

The witness was asked if he contacted CAB when his late mother died. He said that he had contacted CAB and explained that he wanted to know what was happening and wanted to speak to the Respondent. Mr Allan suggested that the Respondent had asked the witness to put his query in writing so that he may fully respond. However, the witness did not do so. The witness said he had sent an email to the Respondent asking why he was keeping money which was not his. He repeated that his late mother's Will had disappeared. Mr Allan went on to suggest that the Will may not list the witness as a beneficiary at all; his late mother may have expressed completely different wishes, and the witness may not be due any money at all. The witness stated that he did not believe that to be the case. Mr Allan pointed out that the facts are not known. The witness replied that he had taken matters on trust that the Respondent would do everything correctly.

There was no re-examination of this witness.

**Tribunal Questions**

In relation to the POA, a member of the Tribunal asked the witness if he was effectively the welfare attorney and his brother was the financial attorney. The witness said that he dealt with the care of his late mother in the same way as he does for his sister presently.

There were no further questions and evidence of this witness was concluded.

Evidence for the complainers was concluded.

**EVIDENCE FOR THE RESPONDENT****Witness 1: Patrick Campbell (the Respondent)**

The Chair administered the oath. The Respondent confirmed his full name, age, and that he had qualified as a solicitor in 1997 or 1998. Prior to becoming a solicitor, the Respondent was an accountant. The Respondent was asked about his current practice. He explained that he was the sole partner in the firm which was set up in 2005. He employed two other solicitors and three administrative staff. Prior to that, the Respondent worked for a firm in Glasgow as a qualified assistant. He primarily dealt with criminal defence work and drafting Wills was not part of his work.

Mr Allan observed that Ian and Peter Moran had both given evidence to the Tribunal about a Will for their late mother. The Respondent said he had no recollection of the events described by them. When pressed, the Respondent could not say that it definitely did not happen, but confirmed that he had no recollection of it. He was not involved in drafting Wills and there was an executry department in the firm he worked for at that time. At the very most, the Respondent said he may have been asked to take down some details for a Will and pass that to the partners to consider further instruction as he had no knowledge of that area of law. The Respondent stated that he was not seeking to mislead the Tribunal and agreed that he may have been involved but had no recollection. His recollection of the firm he was working for was that it had a specific safe where Wills were registered and kept, and he had no reason to remove a Will from there.

The witness was asked if he regarded Ian Moran as a friend and confirmed they were friends at one time. He could not recall how they first met but said it may have been through joint associates. They had enjoyed a close friendship. The Respondent said he became godfather for Mr Moran's youngest child and knew that part of the family very well. The Respondent knew Ian Moran's late mother and first met her in 1998.

The Respondent said that he provided a great deal of assistance to Ian Moran's business which involved sub-contracts across Scotland. The assistance he provided extended to contracts and issues which arose in the context of the business such as complaints from customers. He also began dealing with Ian Moran's creditors. If there was an issue with the business, Ian Moran asked the Respondent for help and he drew from his experience as an accountant. The Respondent confirmed that he was not paid for this work. He helped Ian Moran as he was a friend and had an engaging personality. Ultimately, the Respondent directed Ian Moran to other professional advisers and that particular business closed in 2001. As an insolvent business, the professionals withdrew from acting and Ian Moran did not pay their bills. The Respondent assisted Ian Moran in setting up another business thereafter as he could not do so alone. Mr Allan asked the witness about the range of his involvement in the enterprise. He replied that he went to the bank to get money; specifically obtaining loans and getting money out. He made sure that the phone lines were not cut due to unpaid bills. The Respondent used a credit card to purchase items for Ian Moran's business explaining that, if he refused, Mr Moran became extremely difficult, angry and petulant. The witness said he found it perplexing.

The Respondent said there were occasions when he obtained finance for Ian Moran to buy vehicles (two vans) via Black Horse. He guaranteed the payments and, when Ian Moran failed to make the payments, the witness honoured those in terms of his obligations as guarantor. The Respondent could not recall the exact figures involved but said it was in excess of £10,000.

Mr Allan asked the Respondent to specify the total amount of money which he made available to Ian Moran, in one form or another, either for business or personal use. He replied that he could recall the figure with some precision and said that, on several occasions, Ian Moran acknowledged that he owed the Respondent well over £100,000.

The Respondent confirmed that he had previously entered into missives on behalf of Ian Moran for another property in Livingston. The terms of the missives were not fulfilled because Ian Moran could not finance the purchase and the Respondent had to settle matters by paying the shortfall of £27,000 (this was part of the overall sum of £100,000 owed by Ian Moran to the Respondent). He described this as a very "shameful" time. Mr Allan observed that this transaction did not appear to relate to Ian Moran's business activities and asked the witness how he became involved in that matter. The witness recalled that Mr Moran sold a property in Glasgow Road, the family had been in Malta then returned and they needed a place to stay. They had rented a property nearby and Ian Moran's wife was desperate to buy that property. The Respondent said he could not explain why he entered into that transaction in any way

which was comprehensible or intelligent; he said he did it because Mr Moran asked him to. The Respondent regarded Ian Moran as a friend of his at the time and quoted one of his 'stock lines', namely, "*I swear on my wean's life that I will pay you back*". The Respondent believed that. He did ask Ian Moran to pay back the money he owed him but the funds were not received.

Mr Allan asked the Respondent why he allowed matters to progress in the way he had described. He said that he could not explain it and said that it 'beggar's belief', adding that he was telling the truth. The Respondent said that Ian Moran did not have a pressure point or information to exert over him; he was told that Ian Moran was doing well in Malta and he believed that. The Respondent said he gave Ian Moran £5,000 to assist with the purchase of a property in Malta. Mr Allan observed that the Respondent was a trained lawyer and accountant. The Respondent repeated that his actions were inexplicable and described it as the most shameful moment of his life. He could not say why he acted in the way he did but reflected that it was perhaps due to misplaced friendship.

The Respondent was asked if he had ever accepted formal legal instructions from Ian Moran. He replied that he defended Mr Moran in relation to a domestic criminal matter in Glasgow Sheriff Court. In addition, he acted when Mr Moran was sued by a company. The Respondent said he eventually sued Mr Moran for his unpaid fee. Mr Allan referred to Production 6 on the Third List of Productions for the Respondent. The Respondent explained that it was an extract decree for payment of £1,320 dated 1 May 2015 which followed an action raised against Ian Moran in Glasgow Sheriff Court. The action was undefended and the Respondent did not receive payment in terms of the decree. The Respondent said that he had never borrowed 'a single penny' from Ian Moran.

Mr Allan asked the Respondent if Ian Moran had ever carried out any work for him. The Respondent replied that Mr Moran installed a central heating system and fixed a bay window in his flat in Shawlands in Glasgow. The Respondent said he moved there in 1999 and that the work Mr Moran did on that flat and the other property he owned in Helensburgh was a token of recompense in respect of the work the Respondent had done for him. Mr Allan asked the Respondent if Ian Moran had ever asked him to make payment in respect of that work. The Respondent replied, "no, never".

Mr Allan asked the Respondent about the transaction in which he had acted as guarantor for a vehicle on behalf of Ian Moran and which was described earlier in his evidence. The witness recalled this and confirmed that he made the payments under that agreement over a period of time after negotiating with a firm of solicitors acting for the lender.

Mr Allan referred the Respondent to Production 2 on the Second List of Productions for the Respondent, namely a letter dated 31 March 2021 from Black Horse finance together with statements attached. He noted that the letter was addressed to the Respondent's business rather than to him as an individual. Mr Allan asked the Respondent if he made a Subject Access Request (SAR) to Black Horse to obtain data relating to the finance agreement. The Respondent confirmed that he had done so and received a statement of account thereafter.

On page 2 of Production 2 aforementioned, Mr Allan referred to a number of dates and a description of an "opening balance". He noted that the statement was made out to the Respondent at his address in Shawlands as previously described. Referring to a date of February 2004 shown on the statement, Mr Allan asked the Respondent if he made payments to this account regularly on a monthly basis. The Respondent confirmed that he had done so and pointed to figures on the statement of account. The Respondent stated that Ian Moran should have made those payments but said that he had paid the sums on the statement himself as Mr Moran did not.

Mr Allan referred to an entry on the statement dated July 2006. He observed various payments and noted that some figures appeared to be adjustments and/or consolidation. Mr Allan asked the Respondent if all those payments were incurred by him in respect of Ian Moran's debts. The Respondent said that was the case; he was having trouble reading the figures and noted some adjustments. Mr Allan said that, during his evidence, Ian Moran was not keen to accept that those payments were made by the Respondent. The Respondent replied that, whether or not Ian Moran was keen to accept it, that was the fact of the matter.

Mr Allan asked the Respondent to tell the Tribunal about the Mercedes vehicle. The Respondent said that, in the early 2000s, Ian Moran acquired a Mercedes vehicle from a car dealership on Eglinton Street in Glasgow. The witness confirmed that he acted as guarantor for that transaction although the vehicle was ultimately returned. The Respondent said that he could not remember the details but the debt was repaid around 15 to 20 years later. The Respondent was asked who met that debt and he said that he had paid it. Mr Allan again asked the Respondent why he did so. The Respondent said that he had no explanation other than that he did it for the sake of friendship. He added that he was unbelievably loyal to a man who abused that friendship in the most egregious of fashions.

The Respondent said it was important to tell the Tribunal that Ian Moran stole a cheque in the sum of £4,000 from him. The Respondent became aware of this when a bank statement arrived. He further explained that, in those days, the cheque arrived with the statements and the Respondent noted that it contained a forged signature. The Respondent confronted Ian Moran about this. Mr Moran begged the

Respondent not to report it to the police, with tears in his eyes. The Respondent said that he cannot now think why he did not report the matter and said that he kept the cheque for years. Mr Allan observed that this did not seem to have affected the Respondent's business. The Respondent replied by saying that these were not business matters but acts of friendship which he could not explain.

When asked if he was dishonest at any time, the Respondent replied that he was not. When asked if he had been stupid, the Respondent said he had been.

Moving on, Mr Allan turned to the specific transactions relating to these proceedings. He asked the Respondent how much of the work he had carried out for Ian Moran was done as a professional and how much as a friend. The Respondent replied that Ian Moran was a friend. Mr Allan then asked the Respondent how much legal work he had done for Ian Moran. The response was that he had not done any legal work beyond the criminal representation previously mentioned in evidence.

The Respondent was asked whether he had ever discussed property sales with Ian Moran's late mother. He denied this. In relation to the sale of the house at Teith Street, Mr Allan asked the Respondent if he became aware that there was a problem for the Moran family remaining in that property. The Respondent said that an issue was presented to him by Ian Moran who would typically come to his office on Sunday mornings. Mr Moran told the Respondent that he had obtained secured lending on the house but had not been able to maintain the obligation. The lenders were putting pressure on his late mother and that the house would be lost. Mr Moran said he required to find somewhere for her to live. Mr Allan asked the Respondent if that was the background against which Peter Moran became aware of an issue with the house. The Respondent said that he could not speak for the gentleman who gave evidence earlier but said that he understood that to be the case.

Mr Allan asked the Respondent if Ian Moran told him that a lender was exerting pressure and asked what he suggested. The Respondent said he did not suggest anything; Ian Moran told the Respondent that he required to house his late mother and that there was no equity in Teith Street. When asked if he had anything to do with the purchase of Teith Street or the remortgaging of same, the Respondent replied that he did not. Mr Allan asked if the news about the difficulties with the house in Teith Street had come as a surprise to the Respondent therefore. The witness confirmed that it had. When asked who suggested a possible solution, the Respondent replied that Ian Moran suggested that the Respondent purchase another house for his late mother to live in otherwise she would be homeless. Mr Allan asked the Respondent if this was the same sort of situation which had resulted in the Respondent losing £27,000 in a previous

transaction relating to a different property. The Respondent said it was exactly the same situation, namely “a family in need”.

Mr Allan asked the Respondent if he knew Ian Moran’s late mother. The Respondent said he had met her a few times but did not really know her. Apart from the Will mentioned in earlier evidence, the Respondent did not have any dealings with her.

Returning to the Uddingston house purchase transaction, Mr Allan asked what the proposed arrangement was. The Respondent said that the proposal was to purchase a new build property and to pay a deposit to the builder to secure the house. Ian Moran proposed that the Respondent purchase the property in his name. Mr Moran did not explain why he could not purchase the property in his own name but he suggested that the Respondent take on a mortgage to finance the transaction. The Respondent confirmed that Ian Moran suggested a buy-to-let mortgage and introduced him to a mortgage broker.

The Respondent explained that he met the broker in Glasgow on two occasions and that this person arranged a mortgage product with Birmingham Midshires to fund the purchase. He added that Ian Moran was to obtain money from a property in Malta and he was told that it was Ian Moran’s money. Mr Allan asked the Respondent if he had any idea that the money could be Ian Moran’s late mother’s money. He said he did not. The Respondent also confirmed that he had been to Malta with Ian Moran and understood that he had money and property there.

When asked if he ever offered Ian Moran any advice on the mortgage in his capacity as a solicitor, the Respondent said he had not. The Respondent added that Ian Moran narrated a very straightforward situation, namely that his brother and late mother would become homeless if the Respondent did not purchase the house. He added that there was no discussion. The Respondent confirmed that he signed the mortgage application on that basis and said that everything was done above board. The Respondent instructed a conveyancing solicitor to carry out the necessary legal work.

Mr Allan asked the Respondent if he received funds from Ian Moran. The Respondent confirmed that he had. Mr Allan referred to Production 1 of the First List of Productions for the Respondent namely a Santander Mini Statement dated 20 June 2014. Mr Allan noted that this document showed an incoming payment of £60,000 and asked the Respondent if he knew this money had come from an account controlled by Ian Moran under a POA. The Respondent replied that he did not know that. Mr Allan then asked the Respondent if he had any reason to believe that the payment was anything other than Ian Moran’s own money based on the discussions they had. The Respondent replied that he had no reason to

think otherwise. Mr Allan asked the Respondent if he had any reason to believe that the payment was anything other than what he had agreed with Ian Moran. He replied that he did not. Mr Allan asked the Respondent if he ever received a payment of £60,000 from Ian Moran into a Bank of Scotland account. He replied that he did not. When asked if he had ever received that sum, the Respondent replied 'no' but said he was aware that Ian Moran's wife had made an earlier deposit.

Mr Allan referred to Productions 4 and 5 which were on the Third List of Productions for the Respondent, described as *February 2012 Bank of Scotland Screenshot 1 and February 2012 Bank of Scotland Screenshot 2*. It was noted that the document featured a series of unremarkable payments and a home address. The Respondent confirmed that the address on the statement was his home address at that time. In particular, Mr Allan pointed to a transfer described as 'F/flow B' dated 7 February 2012 and asked what that related to. The Respondent said that this reference was to monies received from Ian Moran's wife from Malta as they were living there at that time. The Respondent explained that the purpose of those transfers was to facilitate the payment of Ian Moran's various debts which the Respondent had settled by cheque.

Mr Allan pointed to a large number of payments made from the account and shown on Productions 4 and 5 aforesaid. The Respondent said he could not recall what each of those payments related to due to the passage of time. Mr Allan then noted cheque payments in the sums of £5,000 and £10,000 and asked the Respondent what they related to. The Respondent replied that these were payments made on behalf of Ian Moran and as requested by him in respect of debts he owed. One of those debts was to Mr Moran's wife's parents.

Mr Allan pointed to a large payment of £20,000 made by cheque on the same statement and asked the witness what that related to. The Respondent said he was fairly confident that it was a payment to Mr X to finance the purchase of a house for Ian Moran's family. The Respondent said that Ian Moran had borrowed cash from Mr X and described him as "*a man in Birmingham with whom Mr Moran would not trifle*". That brought the Respondent to a particular date namely 4 October 2005. The Respondent said he remembered the date as it was Ian Moran's birthday and the Respondent was in Ayr on professional matters. On that day he transferred £5000 from his Santander account (it may have been called Alliance and Leicester at that time) to Ian Moran. The Respondent said he clearly recalled that the payment was to be made to Mr X's car business and that he was 'turning the screw'. Mr Allan asked the Respondent if he paid Mr X off. The Respondent said he did not pay Mr X off, rather he used Ian Moran's funds to "deal with a difficulty". The Respondent was asked if Ian Moran ever explained the nature of the transactions with Mr X. The Respondent replied that he did not.

Mr Allan asked the Respondent if he recognised Mr X's name. He said he did. Mr Allan asked the Respondent if Mr X was a professional adviser. The Respondent responded 'no'. When asked if Mr X was a legitimate financier or if he was a criminal, the Respondent said that it was a matter of public record that a person was stabbed in the street outside his office as a result of owing money to Mr X. He said that this incident took place round the corner from the High Court in Glasgow and the Respondent was familiar with names involved. The Respondent said Mr X was "not to be trifled with".

Mr Allan referred to an entry dated 4 February showing a cheque drawn in the sum of £5000 and asked the Respondent if he knew what that was. The Respondent said he could not recall due to the passage of time. He said he went to the bank last year to try to retrieve copies of cheques but was told those records had been destroyed. However, the Respondent said he had no doubt that the large sums in round numbers relate to the indebtedness of Ian Moran.

The Respondent was asked if he ever received payment of sums of £60,000 and £3,500 into a Bank of Scotland account by way of part payment for the purchase of the house in Uddingston. The Respondent said he did and could explain why the two sums were received. He added that 'later in the day' he had developed a 'pathetically more guarded attitude' towards Ian Moran and was concerned that he would be left 'high and dry paying a monthly mortgage'. Therefore, the purpose of the £3,500 was in lieu of rent.

Summarising, Mr Allan said that the witness used the £60,000 in the Santander account for the purchase of the house in Uddingston. A member of the Tribunal observed that was not what he heard the Respondent say. Mr Allan asked the Respondent to describe how the transaction for the purchase took place. The Respondent said that £60,000 was transferred in the usual way to the solicitors he had instructed. They also had the funds from the lender. The transaction was then completed. The Respondent said that the conveyancing file was in the possession of the Complainers. The Tribunal member said he heard Mr Allan ask the Respondent if money went into a Bank of Scotland account and the Respondent replied 'yes'. Mr Allan said that it was his error in referring to a Bank of Scotland account and it was not the fault of the Respondent. He observed that the Santander mini statement clearly showed a payment of £60,000 but that figure has not been seen in any of the Bank of Scotland statements. Mr Allan asked the Respondent to confirm if a payment of £60,000 was paid into the Santander account. The Respondent replied 'that is correct'. Mr Allan stated that he was dealing with a single payment of £60,000 into a Santander account and asked if a single such payment (and not smaller amounts which may amount to £60,000) was ever made into the Respondent's Bank of Scotland account. The Respondent said there

was not. Mr Allan observed that there were substantial sums transferred from 'F/flow B' from which the Respondent made payments on behalf of Ian Moran. The Respondent confirmed that as correct.

The Chair of the Tribunal asked Mr Allan to confirm whether or not the Santander account being referred to was a personal account of the Respondent and not a client account. Mr Allan confirmed that it was a personal account and added that all the documents lodged relate to personal accounts.

Moving on, Mr Allan asked the Respondent to confirm that he became the proprietor of the property in Uddingston which he did. When asked, the Respondent also confirmed his understanding that Peter Moran and his late mother would live there under the terms of a Short Assured Tenancy Agreement. The Respondent said that he did not think that Ian Moran would be living in the property. The Respondent said he had no direct interactions with Ian and Peter Moran's late mother. Neither did he consider that any of the parties needed advice, commenting that 'I didn't think that was necessary, but hindsight is a great thing'.

The Respondent was asked if he was acting as solicitor for the Moran family. He said he was not and added that he was the registered landlord of the house in Uddingston and complied with all the necessary requirements of that role. Mr Allan asked the Respondent if his understanding was that housing benefit would be paid in respect of the tenancy. The Respondent said that he was aware that Peter Moran was unemployed so assumed there must be some form of contribution to the rent but took no part in that. The Respondent repeated that he complied with all the necessary requirements and insurances in respect of his role as landlord of the property.

Mr Allan asked the Respondent if he thought there was any prospect of repayment of sums owed to him by Ian Moran in the future. The witness said yes, that was the understanding. When asked where that money was to come from, the Respondent said that funds were to come from the sale of the property in Uddingston. The Respondent was asked if he had discussed and agreed that with Ian Moran. He replied 'yes'. Mr Allan asked the Respondent if he had discussed some sort of lien over the property. The Respondent said that was central to his understanding of the matter. The Respondent was asked whether he would have entered into the transaction had he realised that there was no prospect of repayment and he replied that he would not.

Mr Allan asked the Respondent if the property was subsequently sold when Ian Moran's late mother died. The Respondent said that he was not sure exactly when she died but confirmed that the property was sold. Mr Allan asked the Respondent if the Moran family approached him about selling the house in

his name. The Respondent said that it also suited him to sell the property. When asked what he hoped to achieve from the sale, the Respondent said he wanted to make some sort of progress towards repayment of the debts owed to him by Ian Moran. The Respondent said he was paying out over £1,000 to cover debts for Mr Moran and his wife asked him 'where the hell is all your money going?'.

A member of the Tribunal asked the Respondent if there was a written agreement in place between him and Ian Moran. He replied that there was no written agreement and that he had acted out of friendship. He added that, as stated earlier, he could not explain his actions.

Mr Allan asked the Respondent if he was aware that the allegations against him in these proceedings relate to dishonesty. He confirmed that he was aware. When asked how he felt about that, the Respondent said that he considers that he has suffered at the hands of a man who had abused his friendship. The Respondent conceded that he had acted foolishly and said he wished that the last 20 years or so had never happened.

Mr Allan asked the Respondent if he had told his wife about the situation with Ian Moran. He replied that she was aware of a level of indebtedness but not the full extent of it. The Respondent added that his wife was a Consultant Haematologist and helped Ian Moran in her professional capacity when he had leukaemia.

When asked how he felt about events with Ian Moran, the Respondent said he felt bitter and stupid about it but knew he could not turn the clock back. The Respondent became distressed. The Tribunal allowed a short break.

After a short break, Mr Allan asked how the remortgage of the house in Uddingston came to be. The Respondent explained that Ian Moran approached him. He told the Respondent that he had been advised by a mortgage broker that there was equity in the property and that it was possible to draw down funds from that. The deal was that £16,000 be added to the mortgage and those funds would be drawn down. Thereafter, Ian Moran would retain £8,000 and the other £8,000 would be transferred to the Respondent. When asked if Ian Moran explained what he wanted this money for, the Respondent said that Mr Moran obviously needed funds but he could only imagine what that would be for. Mr Moran suggested the remortgage to the Respondent and everything was in place. The Respondent said it wasn't quite a *fait accompli* as his signature was required, but all the paperwork was ready and all the calculations had been done.

Mr Allan asked the Respondent if he arranged to meet with broker to sign the paperwork. The Respondent said he could not recall the details but conceded that must have happened. He confirmed that the house was subsequently sold. When asked, the Respondent agreed that the remaining funds would have been less the outstanding mortgage and remortgage but did not know how much the net free proceeds amounted to. Mr Allan observed that the Answers lodged with the Tribunal state it was £32,000. The Respondent acknowledged that must have been the case and, when asked whose money that was, replied that it was his on the basis of his agreement with Ian Moran.

Mr Allan asked the Respondent whether he had ever discussed with Ian Moran that the net free proceeds would go to him when the house was sold. The Respondent stated that was the agreement they had. Mr Allan asked the Respondent if he kept the net free proceeds from the sale of the house. The Respondent confirmed that he had kept the money and said he had done so because it was his.

The Respondent said he did not go to the property in Uddingston often but Ian Moran told him he had to restore the property to a saleable condition. Mr Allan asked the Respondent if a sum to cover that was deducted from the net free proceeds of sale. The Respondent replied 'no'. When asked if he paid that money to Ian Moran he said he did not but had make attempts to do so. He mentioned 'banking complications'.

Mr Allan asked the Respondent again why he considered the funds from the proceeds of the house sale belonged to him. The Respondent said that he had an agreement with Ian Moran to that effect. Mr Allan asked the Respondent what he would say about Ian Moran's version of events. The Respondent said 'he's a liar'. When asked whether he had, at any point, thought he was intromitting with funds from Ian Moran's late mother's estate, the witness replied that he did not.

Examination-in-chief concluded.

### **Cross-examination**

The Fiscal referred to Ian Moran's evidence and noted that he recounted a different version of events. He asked the Respondent if his position was that Mr Moran was lying. The witness replied 'yes'. Noting that the Respondent was a practitioner in criminal law, the Fiscal asked if he understood the concepts of credibility and reliability. The Respondent confirmed that he did.

In respect of Ian Moran's late mother's Will, the Fiscal asked the Respondent if he could recall events. The Respondent confirmed that he could not recall and said that, if anything was done to start a Will for Ian Moran's late mother, it was not completed. The Respondent repeated that he was working at another legal firm at that time and his only role would have been to take information to pass on to colleagues. The Fiscal asked the Respondent if he could recall acting in this way for any other client. He replied that he could not.

The Fiscal asked the Respondent if he could see that it sounds unusual that he would have acted in this way given that he accepts he had met Ian Moran's late mother. The Respondent said that, with respect, these events took place 26 years ago. The prison was nearby and the Respondent was regularly seeing clients there at that time. He conceded that he did meet Ian Moran's late mother on several occasions but said he had no dealings with her. He added that the alleged events were over 20 years ago and said that he genuinely could not recall the details. He had been in practice on his own account for 20 years and said it is definitely not something which occurred in his own practice.

Moving on, the Fiscal asked if the Respondent could recall being contacted by Peter Moran. The Respondent said he recalled it quite clearly as Parkhead CAB got in touch with him. The Respondent said he asked Peter Moran to put his query in writing and, at that point, there had been an exchange of correspondence with a firm of solicitors (JW). The Respondent said his position was as noted by JW and, although several documents had been produced, some information was not presented. The Respondent said that he had given Ian Moran a professional undertaking not to intromit with any monies until civil proceedings were concluded. JW asked if they were to serve a writ and the Respondent said he recalled instructing S (another firm) at that point. He heard nothing else and said this took place at the end of 2019.

The Fiscal referred to Peter Moran's evidence that he made contact with the Respondent in 2020. The Respondent said that was probably correct. When asked why he did not follow up Peter Moran's query, the Respondent said that he had simply requested it in writing. The Respondent went on to say that all Peter Moran had to do was ask his brother as the matter was related to the action which Ian Moran said he was going to raise. The Respondent said he saw no point in repeating his position. As far as the Respondent was concerned, he had already been wronged but he had no difficulty with CAB getting involved. The Fiscal asked the Respondent if his position was that he was waiting for Peter Moran to contact him. The Respondent said that he could recall the conversation with Peter Moran although he could not remember the date. It lasted only a few seconds. The Respondent said he was on his way to court and was told that Peter Moran was on the line and asked to speak to him.

The Fiscal referred to Production 6 on the Third List of Productions for the Respondent and asked the Respondent what that document was. The Respondent said it was the extract decree in respect of a debt owed to him by Ian Moran. The Fiscal noted that the pursuers in that action were the Respondent's firm rather than him as an individual. The Respondent said that that action related to a criminal matter so it was raised by the firm. He added that, in a broader sense, he was the firm.

The Fiscal asked the Respondent why he did not pursue a legal remedy to recoup the £27,000 which he says he lost in connection with the house in Livingston. The Respondent said that the missives related to him so there was no one for him to sue in that scenario. The Respondent repeated that the situation was inexplicable and observed that it goes back over a decade. He went on to say that he has been unable to sleep at night wondering what has happened and observed that it has led him to these proceedings. The Respondent said he has had some low points but that it does not get much lower than this.

In relation to the cheque which Ian Moran allegedly stole, the Fiscal observed that this matter was not put to Mr Moran in evidence. The Respondent said that Ian Moran had tears in his eyes and begged him not to report it to the police.

The Fiscal mentioned the evidence given by the Respondent about Mr X and noted that this matter was not put to Mr Moran in evidence either. The Respondent conceded that it was not put to Ian Moran but said that he would simply have denied it.

The Fiscal recalled a question from a member of the Tribunal enquiring whether there was a written agreement between the Respondent and Ian Moran. Previous evidence was that there was no written agreement. The Fiscal referred to a mandate namely Production 3 on the Second List of Productions for the Respondent. Members of the Tribunal asked which item was being referred to and the Fiscal described it as a very short paragraph which was signed and undated. He asked the Respondent if this related to debts owed by Ian Moran. The Respondent said 'yes I think so'. Although the item was not dated and Ian Moran had denied in evidence that this was his signature, the Fiscal asked if the Respondent accepted that no specific debts were listed. The Respondent replied 'yes' and said he could not recall when this was before him. The Respondent said that of course Ian Moran would not admit that the signature was his.

The Respondent was asked if he was intimately involved with Ian Moran's business. He confirmed that to be the case and said that Mr Moran's businesses were always 'going under', that it was 'laughable'.

The Fiscal noted that Ian Moran had denied that his businesses had failed and asked the Respondent what reason he would have to lie. The Respondent said that presumably Ian Moran wanted to downplay the role the Respondent had in his businesses and the level of assistance provided by him.

The Fiscal pointed out that no documentation had been lodged with the Tribunal to show that the Respondent and Ian Moran were closely related in a business sense and asked if the Respondent accepted that. The Respondent replied that he was not closely related to Ian Moran in business, rather it was Ian Moran's business and the Respondent helped. The Respondent expanded by saying that, if Ian Moran needed help, he approached the Respondent who provided assistance. The Respondent acknowledged that there was "an absence of paperwork" but said that did not mean that he was not telling the truth about what had happened between him and Ian Moran.

Moving to the net free proceeds of sale from the Uddingston house, the Fiscal asked the Respondent if he ever tried to make payment to Ian Moran. The Respondent said he did try to but the Bank of Scotland declined to process the payment as he did not have the correct address for Ian Moran. The Respondent said he remembered it well as the bank telephoned him and said they suspected fraud due to the lack of address. The Respondent said he was content to leave that matter to one side and deal with it in a different way. He said this happened at the end of 2018, towards 2019. The Fiscal explained that he raised this as the Respondent had cancelled a cheque. The Respondent said he did not remember cancelling a cheque but he did recall stopping a bank transfer. The Fiscal asked the Respondent again if he could recall a cheque. The witness said he did not.

Cross-examination concluded.

No further re-examination.

### **Tribunal Questions**

A member of the Tribunal referred to Productions 3 and 4 on the List of Productions for the Complainers listed as "*[Late mother of Ian Moran] funeral documentation*" and "*[Late mother of Ian Moran] life assurance documentation with notations*" respectively. The Respondent was asked why the balance of payments was made to the Respondent given that he had told the Tribunal that he did not act for Ian Moran's late mother at all. The Respondent replied that Ian Moran instructed the insurance company to send the balance of funds to his firm and that he undertook to settle the account as a courtesy. The Tribunal member asked the if he was acting in a legal capacity and he replied, "*well the money came to*

*my firm. I was helping out the family at a difficult time. It's as simple as that. When these funds were received I had no prior instructions."*

Another member of the Tribunal asked the Respondent whether he had made any efforts to return the proceeds of the sale of the house in Uddingston given that he was now aware that the money was Ian Moran's late mother's. The Respondent replied that his position was simple; the monies which Ian Moran claims came from his late mother's estate remain within the terms of the undertaking he gave to JW. The Respondent said he had the funds but there had been no request for them. The Respondent added that civil proceedings in respect of the money had not been concluded.

The Respondent was then asked if he could see why it may be difficult for the Tribunal to understand the nature of the relationship between him and Ian Moran and the nature of transactions described given the absence of any documentary records being lodged. The Respondent referred again to his previous description of the friendship between himself and Ian Moran and said he had assumed this man to be a close friend.

Another member of the Tribunal referred to bank statements which had been highlighted in evidence; in particular, an entry showing receipt of £52,000 from Ms M. The Tribunal had heard that this money was to settle Ian Moran's debts and the witness said that those totalled £20,000. Considering this information, the Respondent was asked what happened to the balance of the aforementioned sum and whether there was any accounting paperwork or records showing how those debts were settled. The member referred to the Third List of Productions for the Respondent which was accepted late and noted that the Respondent referred to two cheques. The member noted there was a third cheque in the sum of £20,000 but asked the Respondent what happened to the balance. The witness said he was "pretty sure" that sum was paid to Mr X's motor company. He said that one sum was paid to Ian Moran's in-laws and another sum was paid to Mr X's business. The Tribunal member asked if that left a balance of £12,000 but the Respondent disputed that. The member noted reference on the statements to a branch of the Bank of Scotland at Glasgow Cross. The witness said that branch is now closed. The member observed that, without any paperwork, it is hard to be sure what happened to the money. The Respondent replied, "Absolutely. Catastrophically I helped him."

A Tribunal member referred to the mortgage arrears in respect of the property at Teith Street which had been described in evidence. He asked the Respondent how he believed Ian Moran had obtained £63,000 to contribute to the purchase price for the Uddingston house if he had no money. The Respondent replied that Ian Moran told him the money came from his properties in Malta.

The member asked the Respondent if the purchase of the Uddingston house was a "device" to recoup the monies which he felt were due to him. The Respondent observed that the member had used the word "device" and said it was an arrangement; he expanded by saying that it was the way in which Ian Moran said he could pay him back. When asked what was agreed, the Respondent said that a precise figure was not agreed but maintained that Ian Moran said it was around £100,000. The Respondent mentioned that he had said this in evidence "on several occasions". The Respondent said he had made it clear that the situation "does not cover me in glory" and he considered that he should have been more circumspect. He described his conduct as "shambolic" and said he would not recommend anyone else behave in that manner or extend such trust to Ian Moran.

The Respondent was then asked if his position was that Ian Moran would pay monies back to him but the amount was unspecified. The Respondent confirmed that to be his position. A member of the Tribunal asked the Respondent why he was content to remortgage the property in Uddingston when that would reduce the net free proceeds as that did not make commercial sense. The Respondent replied that Ian Moran needed money and he was happy to assist. He further commented that it was not a matter of commercial sense. The Tribunal member observed that Ian Moran may say that it was the Respondent who needed money. The Respondent replied "his evidence is his evidence".

A member of the Tribunal referred to Production 3 on the Second List of Witnesses for the Respondent, namely a signed and undated mandate previously described. When asked why this document was compiled, the Respondent said he did not know and he did not draw it up. The Respondent was asked who the people named in the mandate were. He replied that he did not know. He assumed that "PC" referred to himself. The Respondent was asked whose debts were to be settled and he said he did not know. A Tribunal member asked the Respondent if he accepted that his description of events was "bordering on incredulous". The Respondent said he fully accepted that but added that did not mean that it was untrue.

A member of the Tribunal asked the Respondent to point to the information which would be required by an Auditor. The Respondent reiterated that there was no paperwork and said that he had already explained that. He added that the lack of paperwork did not mean that the agreement did not take place.

Referring to the undertaking to JW previously mentioned by the Respondent, he was asked what stage the civil proceedings had reached; for example, were they sisted? The Respondent said that civil proceedings had not commenced. The Tribunal member asked if the monies were still sitting subject to

pending proceedings; in other words, was the civil matter unsettled? The Respondent said he did not consider the matter to be unsettled and his position had been presented to the Tribunal. He gave an undertaking to JW in anticipation of proceedings as that seemed to him to be the appropriate action to take. However, nothing happened thereafter. The Respondent said he did not know why a writ was not served but he gave an undertaking to Jones Whyte by email until the matter was resolved. When asked if the undertaking still stands, the Respondent said that it was given pending proceedings but none were commenced. The Tribunal member asked if those proceedings were time barred. The Respondent said he was not in a position to advise Ian Moran on such matters and reiterated that no proceedings were ever raised.

Referring to Production 10 on the List of Documents for the Complainers, a member of the Tribunal quoted one of the text messages contained therein which referred to "*Mum's money*" and asked the Respondent how those messages related to the evidence he had given to the Tribunal. The Respondent said he had agreed to give Ian Moran £8000 and denied that this referred to the net free proceeds of sale from the Uddingston house. Reading out further excerpts from the text messages, a Tribunal member asked the Respondent what he was going "*to do later*". The Respondent was asked if he was referring to Ian Moran's late mother's money in that message. The Respondent said he was not referring to that and that he was talking about the transfer of £8000 to Ian Moran. The Tribunal member observed that a more natural inclination would be that the Respondent was going to do what Ian Moran had asked, namely return his late mother's money later that day.

When asked if the £8000 was transferred the Respondent said it was not. He added that the transaction was not processed as the bank did not have all the details. They wanted the address and the Respondent said he did not have that information. The Tribunal member noted his experience of dealing with bank transfers and observed that address details are not required; rather the sort code and account details are needed. The Respondent said he could assure the Tribunal that the bank wanted Ian Moran's address.

A member of the Tribunal asked the Respondent if he contacted the firm he previously worked for in an attempt to trace Ian Moran's late mother's Will. The Respondent said that the firm went through a number of iterations and that he asked a Mr M if he could assist but he could not.

Another member of the Tribunal noted that the Respondent had entered into missives for another property in Livingston and asked for more details on that transaction. The Respondent said that Ian Moran and his wife had been living in Malta and returned to Scotland. They were living in rental accommodation at that time and wanted to purchase a property in Livingston. They asked the Respondent to purchase the

property and become their landlord. The Respondent said that Ian Moran was under domestic pressure to get that house. The Respondent said he was concerned about possible adverse consequences which may flow from that and that Ian Moran went into “something of a tantrum” and indicated that everything would be alright as he would arrange funding. However, he failed to do so and this left the Respondent ‘stranded’ with the missives. The Chair asked the Respondent if those were missives subject to mortgage or finance. The Respondent said they were not. When asked whether it was the Respondent or his firm who entered the missives, the Respondent replied that it was him as an individual although he could not recall who acted for him. The Respondent confirmed that the transaction did not proceed.

No further questions from the Fiscal.

### **Re-examination**

Mr Allan referred to Productions 3 and 4 on the List of Productions for the Complainer. He observed that the communications from the undertaker were addressed to Ian Moran thanking him for his instructions. The Respondent agreed. Mr Allan noted that funds from Ian Moran’s late mother’s life insurance policy had been forwarded to an account identified by Ian Moran, namely the Respondent’s firm account. The Respondent confirmed that and said that he could not recall when he received funds. However, he said that he had no prior instructions from Ian Moran in connection with the estate, executry or payment of accounts for Ian Moran’s late mother. Mr Allan recalled that the Respondent had said that the account was to be paid from the proceeds of a life policy. The witness replied ‘that’s correct, yes’. When asked, the Respondent said he did not know that the monies were to be paid to his firm and only discovered this when the funds were received. The Respondent said he was not aware that Ian Moran had difficulties with his bank which may have prevented him from receiving funds and conceded that there could have been a number of reasons for this. In any event, the witness confirmed that the funds were received by his firm and he paid the account.

Mr Allan then referred to the undertaking given by the Respondent to JW. The Respondent confirmed that it stated that funds would be retained in the Respondent’s accounts until the question of entitlement to same was resolved. The Respondent believed the funds accrued were due to him. Furthermore, he had understood there would be a judicial resolution to the question of entitlement to funds and gave a professional undertaking on that basis. Mr Allan said that the passage of time may have raised a timebar but, regardless, no action had ever been raised. The Respondent agreed.

When asked, the Respondent confirmed that Ian Moran had instructed solicitors. Mr Allan presumed that their advice to him was that it was difficult to prove that the Respondent owed him any money. The

Respondent said he could not comment on that. Mr Allan observed that no claim had been made on behalf of the estate and asked the Respondent if the money remained 'safely locked up'. The Respondent confirmed that to be the case.

A member of the Tribunal noted that the Respondent had not opened a file in respect of the funeral account. He asked the Respondent how he accounted for the credits in terms of the insurance policy and the debits. The Respondent said that this work was outsourced to a separate business and he could easily obtain copies of the ledgers. He stated that everything was properly accounted for. The Tribunal member said it would be normal practice to open an accounting file only where there was a file open for work being done. The Respondent said he understood and is not sure but that everything was dealt with by Law Accountants and they were independent of the firm. He said it was possible that these matters were recorded as 'civil miscellaneous' for example, although he could not be certain. However, he reiterated that everything was properly accounted for and he had no hesitation in stating that. The Respondent also said that all procedures were subject to the usual Law Society of Scotland rules.

With reference to the Third List of Productions for the Respondent, Mr Allan noted that the Respondent had been asked about the payment of £52,000 lodged by Ms M. When asked, the Respondent confirmed his position that the financial records showed outgoing payments amounting to that sum. Mr Allan noted specific payments on the Bank of Scotland statements dated 10 February 2012 and 16 February 2012 and asked the Respondent if those were transfers to other branches of Bank of Scotland at Glasgow Cross and Glasgow Victoria. The Respondent recalled branches of the Bank of Scotland in those locations. He said that these transactions took place 13 years ago but concluded that those entries designated payments made to 'somebody' at those branches of Bank of Scotland. Mr Allan then referred to the 'payment types' shown on the statement, in particular an entry labelled 'DEB' which he presumed means 'debit card payment'. Mr Allan asked the Respondent if that helped him to identify what the payment related to. The witness said it did not assist him but he was as sure as he could be that the payment did not relate to matters personal to himself. Mr Allan pointed to an outgoing payment of £2500 and asked the Respondent if he knew what that related to. A member of the Tribunal commented that 'DEB' would generally refer to a debit card and, as such, would commonly refer to a 'cash card', as opposed to a direct debit or a cheque. The Respondent could not answer that. He assumed that these payments were authorised by a debit card. Mr Allan observed that these matters took place 13 years ago and the Respondent agreed.

Mr Allan returned to the sale of the house in Uddingston. He noted that a Tribunal member had used the word 'device' earlier in proceedings and said that was an interesting choice of language, 'perhaps unintended'. The Tribunal member clarified by rephrasing to use the word 'arrangement'. Mr Allan

wanted to be clear that there was no sinister implication of subterfuge in relation to that transaction. The Respondent said there was certainly no subterfuge. The aim was to provide housing for the Moran family.

However, Mr Allan asked the Respondent if he could see the transaction as a way of repayment of sums due to him and by agreement with Ian Moran. The Respondent agreed that there was a plan that he would be repaid by Ian Moran in due course through the sale of the house in Uddingston. Although there was no agreed date for the sale, the Respondent confirmed that it would likely crystallise in the event of Ian Moran's late mother's death or, at least, that was one of the possible eventualities. The Respondent confirmed that he agreed this with Ian Moran. Ian Moran had told the Respondent that his late mother would be on the streets because of his own actions and that was the reason for the house purchase in Uddingston.

Mr Allan asked the Respondent how much he anticipated being repaid to him by Ian Moran. The Respondent replied that they would have had to sit down to discuss details but a figure in the region of £100,000 was acknowledged. If the figure was less than that, the Respondent said he would have been 'out of pocket'. Mr Allan asked if it mattered that a precise figure was agreed in those circumstances. The Respondent agreed that it did not matter. He said that he wanted to 'wash his hands' of Ian Moran. Mr Allan asked the Respondent if he would have accepted a sum of, say £50,000 as repayment and drawn 'two lines' under the matter. The Respondent replied 'I very much suspect so'.

Mr Allan noted the Respondent's evidence that he did not take a commercial approach to transactions involving Ian Moran. He asked the Respondent if his approach to the house purchase in Uddingston was to help the Moran family. The Respondent said he did not take a commercial approach to that transaction either. Ian Moran told him that he had spoken to the broker and that mortgage funds could be drawn down. The Respondent could not recall where or when that happened but he was sure that the 'meat of the transaction' was already in place. Mr Allan asked the Respondent if he ever advised Ian Moran to 'complicate matters' and seek a remortgage. The Respondent said he did not and commented that the remortgage did not assist him as it actually reduced the equity in the house from which he hoped to receive repayment of Ian Moran's debts.

Mr Allan referred again to the undated mandate lodged as Production 3 on the Second List of Productions for the Respondent observing that no one had been able to explain where it came from. When asked, the Respondent said he did not know where it came from and to suggest its origin would be speculation. Mr Allan pointed out that, although the signature on the mandate purports to be that of Ian Moran, he denies that.

Referring to Production 10 on the List of Productions for the Complainers, Mr Allan directed the Respondent to text messages dated 13 September. He asked the Respondent if his responses were explaining to Ian Moran that he could contact the Law Society, SLCC and the police and that he was free to do so. The Respondent agreed that was what he was saying. Mr Allan noted that Ian Moran's text messages assert that the Respondent promised to pay funds to him. Mr Allan asked the Respondent if he did promise to make such payments. The Respondent was unsure if he promised but he recalled attempting to transfer £8000 to Ian Moran to cover work he had done on the Uddingston house. Mr Allan asked the Respondent if he told Ian Moran that the bank declined the transfer and that he had sent a cheque instead. The Respondent agreed with this.

When asked, the Respondent agreed that there would be perceived concerns about the lack of documentation involved in the events described to the Tribunal. Mr Allan asked the Respondent if he was telling the truth despite the lack of documentation. The Respondent confirmed that he was telling the truth. He added that he explained the position to JW in 'huge detail' and, thereafter, to the SLCC in 2020 and said that nothing had changed.

Evidence Concluded

Adjournment

Due to lack of time, the Tribunal adjourned proceedings *ex proprio motu* to 19 February 2025 for submissions.

### **SUBMISSIONS FOR THE COMPLAINERS – 19 February 2025**

The Fiscal described the background to the case as 'unclear and complex' and submitted that this was apparent from the evidence led. He said that the Complainers' case rested on the evidence of Ian Moran and conceded that some of it was unsolicited and irrelevant. However, he encouraged the Tribunal to focus on the Complaint and not be distracted by extraneous matters.

Firstly, the Fiscal raised the issue of whether or not a solicitor/client relationship had been established between the Respondent and Ian Moran. He noted that those relationships are typically established in writing and referred to 'Law, Practice and Conduct for Solicitors' (2nd edition) by Alan Paterson and Bruce Ritchie at Chapter 4. However, the circumstances of this case made the nature of the relationship

hard to establish. The Respondent had told the Tribunal that he did represent Ian Moran in one criminal law matter. However, in relation to the purchase of the house in Uddingston, there was no evidence of a Letter of Engagement, contract or fee note for example. In addition, the funds for the purchase were placed in the Respondent's personal Santander account as opposed to a business account. The matter was further blurred due to the way in which the Respondent and Ian Moran were intertwined both personally and financially.

However, it was submitted that the actions of a solicitor in his personal life can give rise to findings of professional misconduct. In support of this, the Fiscal directed the Tribunal to Paterson and Ritchie (supra) at paragraph 1.22 which reads,

*"...the solicitor is required to maintain the same standard of propriety in his private life and in relation to any commercial ventures as are expected of him in his professional practice....."*

The Fiscal dealt with each of the five averments of professional misconduct in the complaint. He invited the Tribunal to make no finding of professional misconduct in relation to paragraphs 6.2 and 6.3. The allegation in paragraph 6.2 was that the Respondent entered into an arrangement with Ian Moran and his late mother to purchase a property at in Uddingston, that he borrowed money from Ian Moran's late mother for that purpose and did not advise her to obtain independent legal advice or ensure that she was separately represented in respect of the transaction. The Fiscal conceded that Ian Moran's evidence did not support the proposition that his late mother was involved in the purchase of that property and, therefore, was not seeking a finding in respect of that averment. Lord Reed made it clear in the case of Law Society of Scotland v SLCC [2010] CSIH 79 that what has to be dealt with is the complaint actually received and not a complaint which might have been received.

In relation to the averment in paragraph 6.3 of the complaint, the evidence showed that a buy-to-let mortgage was taken out in the name of the Respondent on behalf of Ian Moran and not his late mother as alleged in the pleadings. Therefore, the Fiscal was not seeking a finding in respect of that either.

The Fiscal said that the remaining averments in paragraphs 6.4, 6.5 and 6.6 of the Complaint related to alleged breaches of Rule B1.2 which require that a solicitor *"must be trustworthy and act honestly at all times so that [their] personal integrity is beyond question. In particular [they] must not behave, whether in a professional capacity or otherwise, in a way which is fraudulent or deceitful"*.

In relation to paragraph 6.4 the Fiscal noted Ian Moran's position that the Respondent required funds from the remortgage to address problems he had with the Law Society. Although the Joint Minute confirmed that it was agreed that the Respondent was not in trouble with the Law Society, Ian Moran was adamant that was what he had been told by the Respondent. The Fiscal invited the Tribunal to recall the manner in which Ian Moran gave evidence on this. He fully accepted that Ian Moran's evidence was difficult to follow in parts but said that, when asked directly if he was advised of the consequences of remortgaging, Ian Moran was clear and unwavering in stating he was not. His evidence remained the same particularly when challenged by Mr Allan. The Fiscal reminded the Tribunal that they are entitled to accept elements of Ian Moran's evidence and reject other parts if there are good reasons to do so. The same applied to the evidence of the Respondent.

The Fiscal stated that the evidence of Peter Moran did not really assist. His evidence was based on information given by his brother Ian Moran and he admitted that he was largely repeating what he had been told.

Turning to the evidence of the Respondent, the Fiscal noted that it was not disputed that the property was remortgaged and additional equity released as a result of that. The Respondent told the Tribunal that his understanding was there would be a 50:50 split of equity released and that Ian Moran needed the money for an unknown reason. Ian Moran said that the broker arranged remortgaging. To find this averment proved, the Tribunal would have to prefer Ian Moran's evidence over the Respondent's. They would have to accept his position that the remortgage was instigated by the Respondent and that Ian Moran was not advised of the consequences or given a recommendation to obtain independent legal advice. This contrasts with Respondent's position that he only dealt with the formalities of the remortgage as arranged by Ian Moran and his broker.

In relation to the averment in paragraph 6.5, Ian Moran's position was that there was an agreement in place and that the Respondent should have returned funds from proceeds of sale of the property in Uddingston. The Fiscal highlighted that, despite a writ not being served, both Ian and Peter Moran gave evidence to show that they had made attempts to recover the money. The Tribunal had seen the letter from Jones Whyte who were instructed by Ian Moran and heard from Peter Moran that he had contacted CAB in an attempt to engage with the Respondent.

The Respondent was clear in his position that, due to debts owed to him, the funds from the sale belonged to him and described his behaviour as 'stupid' and 'inexplicable'. It was submitted that the Tribunal had an opportunity to assess the manner in which the Respondent gave evidence.

Given that no documentation proving the alleged debts was presented, the Tribunal had been presented with a very confused picture. The Fiscal submitted that the Respondent had some difficulty as a former auditor or accountant and a practising lawyer given that there was no paperwork. Although the Respondent referred to his dealings with Ian Moran as a friend, the Fiscal said that the situation was peculiar. He pointed out that the Tribunal had seen no paperwork in respect of the property in Malta either. He asked the Tribunal to consider that the alleged figure of a debt of £100,000 emerged from a discussion in a hotel over drinks.

The Fiscal referred to the test laid out in the case of Sharp v Council of the Law Society of Scotland 1984 SLT 313 and said it was a matter for the Tribunal alone to consider whether the facts of this case met that. As a brief summary, he stated that certain standards of conduct are expected of competent and reputable solicitors and a departure from the standards of conduct which are serious and reprehensible may amount to professional misconduct. Every case will be decided on the circumstances having regard to the degree of culpability to be attached to the individual. The Fiscal said that this case rests on the evidence of Ian Moran. If the Tribunal preferred his evidence, it could find the Respondent guilty of professional misconduct. If the Tribunal could not choose between the evidence presented, the Respondent must be given the benefit of the doubt in light of the evidential burden which applied to these proceedings. Finally, the Fiscal pointed out that the Tribunal also had the option to refer the matter back to the Sub-Committee for consideration.

## **SUBMISSIONS FOR THE RESPONDENT**

Mr Allan reiterated that the burden lies on the Fiscal to establish beyond reasonable doubt that the alleged breaches of professional obligations by the Respondent were proved. He submitted that the Fiscal had failed to prove this case. He noted the Fiscal's invitation in relation to averments at paragraphs 6.2 and 6.3 and agreed that the remaining averments require consideration of whether the Respondent failed to act honestly, with integrity and in a professional manner. Mr Allan submitted that the Tribunal should not be confident that it could, without hesitation, rely on the evidence of Ian Moran on which this complaint solely rested.

Turning to the evidence of Peter Moran, Mr Allan agreed that it was of limited value. Much of what he had contributed was second hand and rested on what Ian Moran had told him. Although the Tribunal were entitled to take Peter Moran's evidence into account, Mr Allan invited them to be discerning when considering this.

Mr Allan asked the Tribunal to consider the evidence of the Respondent at the outset. If the Tribunal accepted this account, that would be the end of the matter. He said that the Respondent's evidence may have demonstrated a number of matters which could be criticised. However, they did not provide evidence to sustain findings of dishonesty or lack of integrity and the Respondent's approach to financial dealings with Ian Moran could be distinguished from those of someone acting as a solicitor and representing a client. In that context, Mr Allan said that the Respondent's actions were more understandable. He submitted that the fact that the Respondent was a solicitor was irrelevant as it was his credit rating and financial status which were of importance to Ian Moran. Mr Allan also said that the actions of the Respondent were so far removed from those of a solicitor acting for a client that the distinction between his personal and professional conduct was very clear.

Mr Allan invited the Tribunal to consider the Respondent's evidence in relation to the source of the money to fund the purchase of the house in Uddingston and, ultimately, what would happen to any money raised by the sale of it. He submitted that the Respondent presented as a credible and reliable witness in relation to those matters and, even if the Tribunal considered that the Respondent could have dealt with matters differently, they should find that nothing he did was tainted by dishonesty or lack of integrity. The Respondent had been candid about the lack of documentation and acknowledged the difficulties caused as a result. He expressed regret about that but, again, it did not point to dishonesty or lack of integrity. It was pointed out that Ian Moran did not have documentation to support his position either.

In relation to Ian Moran's evidence, Mr Allan submitted that the Tribunal would have to accept it without hesitation in order to find the Respondent guilty of professional misconduct in relation to the remaining averments. He asked the Tribunal to consider whether they would place their confidence in Ian Moran in relation to matters of great importance. Mr Allan said that, even if the Tribunal concluded that Ian Moran was trying to tell the truth (i.e. credibility) they must also consider the accuracy of his evidence (i.e. reliability). He invited the Tribunal to consider information which had arisen during the course of evidence and suggested that may point to whether Ian Moran's evidence could be trusted and relied upon.

Mr Allan said that he was concerned when he heard reference to the Tribunal 'preferring' some evidence over other evidence. He submitted that this may suggest (perhaps inadvertently) that a different standard of proof was applicable in this case. Mr Allan observed that this case was governed by the Scottish Solicitors Discipline Tribunal Rules 2008 and his understanding was that the standard of proof in relation to professional misconduct was beyond a reasonable doubt. Although the standard of proof was currently

being reviewed in relation to SSDT proceedings, Mr Allan stated that the Tribunal must be satisfied beyond a reasonable doubt before it could return a guilty verdict of professional misconduct.

Mr Allan submitted that the evidence of the Respondent was credible and reliable, “warts and all” but stated that, even if that was not the case, the Complainers had not established its case on the evidence presented.

Mr Allan observed that it was clear there had been a friendship going back many years between the Respondent and Ian Moran and that they had given each other mutual assistance with a knowledge of respective family and business circumstances. He asserted that actions which would be automatic in professional relationships can be compromised, modified or even ignored in personal relationships. He reiterated that the Respondent had repeatedly acknowledged that his behaviour was inexplicable. Mr Allan submitted that it was not inexplicable as the Respondent trusted Ian Moran.

Mr Allan noted that Ian Moran used another solicitor when setting up a POA for his mother. He pointed out that, as soon as that POA was created, an account with Airdrie savings account was set up and significant sums of cash were withdrawn from it almost daily. Ian Moran’s evidence was that his brother James needed that money but, unfortunately, he was deceased so could not give evidence. The Respondent had described “cash injections” provided to Ian Moran and he acted as guarantor to finance Mr Moran’s vehicles. Mr Allan asked the Tribunal to consider what impression that creates, particularly against the projection of Ian Moran as a successful businessman. Reference was made to Ian Moran’s financial difficulties and, in particular the court decrees granted for payment of debts. It was established that Ian Moran could not obtain finance and this would explain why he would approach the Respondent who could access funding and was friendly and helpful. Mr Allan said it would be “dangerous” to regard Ian Moran as a credible and reliable witness and that his account of events did not make sense. His account of the Respondent’s difficulties with the Law Society was difficult to believe given the general powers and procedures of the regulator. The Respondent said that Ian Moran’s claims in this regard were untrue.

It was not disputed that Ian Moran had identified the Uddingston property before he even spoke to the Respondent. The Respondent’s understanding was that Ian Moran would provide money to cover the shortfall as he had returned from Malta and had made money out there.

In summary, the Respondent was clear that the agreement was that repayment of sums expended for Ian Moran would come from free proceeds of the sale of the Uddingston house. He believed that the money

injected into the transaction was Ian Moran's. There was no suggestion that Ian Moran's late mother's money was involved. The transaction was driven by Ian Moran. Mr Allan invited the Tribunal to accept the Respondent's evidence without hesitation. Reflecting on words used in evidence, Mr Allan said that an anticipated means of repayment seemed reasonable. The Respondent said there was nothing in writing but he and Ian Moran had agreed what would happen, as they had done over the years. Acknowledging that Ian Moran did not present a "good track record" and that the Tribunal were entitled to have concerns about the agreement, the Respondent's only explanation was that he trusted his friend. Mr Allan submitted that the Tribunal is not in a position to decide that trusting a friend is wrong. In any event, the consequences of that trust has proven to be 'catastrophic' by the Respondent's account. Mr Allan invited the Tribunal to find that the Complainers had not proved their case and make no finding in respect of the remaining averments.

## DECISION

The Tribunal had before it three averments of misconduct which were in the following terms:-

*"6.4. The Respondent failed to act in a professional manner in that the Respondent obtained the consent of Ian Moran to re-mortgage the property [in Uddingston] without advising him of the consequences of recommending he obtain independent legal advice*

*6.5 The Respondent failed to act with honesty and integrity in that he failed to repay money, namely £63,500.00 borrowed from [Ian Moran's late mother] upon the sale of the property [in Uddingston].*

*6.6 The Respondent failed to act with honesty and integrity when he stated he was retaining funds as money was owed to him by Ian Moran, in the knowledge that this was not the case."*

Each of these averments relied upon facts which were disputed. The onus of proving these facts lay with the Complainers and the standard of proof to be reached in all Complaints under s51 of the 1980 Act is that of "beyond reasonable doubt". The Complainers led parole evidence from two witnesses. The evidence of Ian Moran was confusing, difficult to follow and, at times, contradictory. Peter Moran gave evidence in a straightforward manner but his evidence in relation to the disputed matters amounted to hearsay, repeating what he had been told by his brother. Whilst hearsay evidence is admissible, it requires careful scrutiny.

The Respondent also gave evidence. His evidence was also less than satisfactory and, in many respects, lacked credibility. However, as noted, the onus of proof rested with the Complainers and it was for them to prove their case beyond a reasonable doubt.

The Tribunal took the view that averment 6.4 depended upon it being able to hold that a solicitor/client relationship existed in relation to this matter. There was nothing in the productions to support this proposition, rather the evidence that payments were made by Ian Moran to the Respondent's personal bank account suggested the contrary. The Tribunal was unable to find as established that a solicitor/client relationship existed.

With regard to averments 6.5 and 6.6 the Tribunal accepted the proposition that the duty of a solicitor to conduct himself with honesty and integrity can, in the appropriate circumstances, extend to his or her private life. However, before the conduct can be properly assessed, the Complainers require to prove the facts of the averred conduct. The Tribunal was unable to choose between the two versions of events presented to it. It was impossible to determine what the actual terms of any agreement between the parties were or the nature and extent of any indebtedness. The Tribunal did accept, however, that the Respondent genuinely believed that the funds he received from Ian Moran were his, and not his mothers, and that this belief was reasonably held on the basis of Ian Moran's presentation as a 'man of means'.

In all the circumstances, the Tribunal found the Respondent not guilty of Professional Misconduct.

However, having regard to the different standard of proof applicable to unsatisfactory professional conduct, the Tribunal determined to remit the Complaint to the Council of the Law Society in relation to averments 6.4, 6.5 and 6.6 to the extent that the Respondent may have allowed his integrity to be called into question and this may amount to unsatisfactory professional conduct.

## **SUBMISSIONS ON PUBLICITY AND EXPENSES**

The Fiscal accepted that an award of expenses against the Complainers may follow given that there had not been a finding of Professional Misconduct in this case. He stated that the investigation and presentation of the case had been conducted in a competent manner and that no unnecessary expenses were incurred by the Complainers. In terms of publicity, the Fiscal asked for the Respondent and both witnesses to be named.

Mr Allan moved for expenses. He sought sanction for Senior Counsel's fees, submitting that the matter before the Tribunal was very important to the Respondent and, therefore, merited such representation. He added that preparation for and presentation of these proceedings had involved a lot of work for him and the instructing agents and asked the Tribunal to grant expenses in favour of the Respondent together

with sanction for Senior Counsel. In terms of publicity, Mr Allan accepted the Tribunal is required to publish its decisions. He agreed with the Fiscal that the Respondent and both witnesses be named.

### **DECISION ON PUBLICITY AND EXPENSES**

The Tribunal has the discretion to make such order as to expenses as it sees fit. The Tribunal considered the case of Baxendale-Walker v The Law Society [2008] 1 WLR 426 in which the Court of Appeal decided that the approach to expenses in disciplinary proceedings should differ from that adopted in civil proceedings. The Tribunal also had regard to its decision on expenses in the case of Law Society of Scotland v Stephen Lochrie (2024).

The Tribunal noted that the Law Society acted reasonably and properly, in the exercise of its public duty to investigate what was a complex and involved set of circumstances. Success by a Respondent is only one factor in determining awards of expenses and is not, of itself, decisive. The Respondent's success in this particular case was limited in that the complaint was ultimately remitted to the regulator for further consideration in relation to Unsatisfactory Professional Conduct. In all the circumstances the Tribunal concluded that the fair and appropriate decision was to make no award of expenses to either party.

The Tribunal ordered that publicity should be given to the decision and that publicity should include the name of the Respondent, Ian Moran and the secondary complainer, Peter Moran. However, where individuals were mentioned during the course of evidence and that information could be potentially prejudicial to them, they would not be named in the decision.



**Colin Bell**  
**Chair**