

# SOLICITORS DISCIPLINARY TRIBUNAL

IN THE MATTER OF THE SOLICITORS ACT 1974

Case No. 12520-2023

## BETWEEN:

SOLICITORS REGULATION AUTHORITY LTD

Applicant

and

PAUL LLOYD JONES

Respondent

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Before:

Mr P Lewis (in the chair)

Mr D Green

Mr P Hurley

Date of Hearing: 2 – 4 December 2025

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## Appearances

Oliver Lawrence, counsel of Outer Temple Chambers, 222 Strand, Temple, London WC2R 1BA, instructed by Lorraine Trench, solicitor in the employ of the Solicitors Regulation Authority Ltd, 199 Wharfside Street, Birmingham, B1 1RN for the Applicant.

The Respondent represented himself.

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## JUDGMENT

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## **Allegations**

1. The allegation made against Mr Jones by the Solicitors Regulation Authority Limited (“SRA”) were that while in practice as a Director at Insight Law LLP / Insight Legal Services Limited (“the Firm”):
  - 1.1 Between on or around 28 February 2017 and 9 January 2018, he gave instructions to the Firm in connection with the sale of 28 Cefn Road, Gabalfa, Cardiff CF14 3HS, (“The Property”) a property he held as beneficial joint tenants with Geraint Jones (“GJ”), on the basis that he had authority to give instructions on behalf of GJ, when he had no such authority, and in doing so breached any or all of Principles 2 and 6 of the SRA Principles 2011 (“the Principles”).
  - 1.2 He provided instructions to the Firm to pay the net proceeds from the sale of the Property to his own bank account, without GJ’s consent, and failed to account to Geraint Jones for his interest from the net proceeds of sale, and in doing so breached any or all of Principles 2 and 6 of the Principles.
  - 1.3 That in a text on 15 September 2017 he misled GJ regarding the Property by indicating that he had to sell the property and that “Hopefully be sold soon and I can send you some cash” in circumstances when he knew any or all of the following facts relating to the sale of the Property, at the time:
    - a) A sale had already been agreed with Brynley John Taylor and Alison Lynne Taylor and/or
    - b) Contracts for the sale of the above property had already been exchanged and/or
    - c) Completion had already taken place and/or
    - d) He had already received payment that day in the sum of £32,400.55 from the sale proceeds.

In doing so breached any or all of Principles 2 and 6 of the Principles.
  - 1.4 In addition, all of the allegations set out above, namely allegations 1.1 to 1.3 inclusive, were advanced on the basis that Mr Jones’ conduct was dishonest. Dishonesty was alleged as an aggravating feature of the misconduct but was not an essential ingredient in proving the allegations

## **Executive Summary**

2. Mr Jones denied all of the allegations. The Tribunal found all of the allegations proved, including that his conduct had been dishonest. The Tribunal found the explanations given by Mr Jones for his conduct to have been inconsistent and implausible, bearing no scrutiny. The Tribunal found that Mr Jones did not believe that he had authority to act in the way that he did. Instead, he had engaged in a prolonged and protracted deception of his one-time friend. He had then sought to blame his misconduct on others – blaming the Firm for acting negligently and GJ for failing to provide account details. He also suggested that GJ had created a text message in order to portray a false position.

These explanations were rejected by the Tribunal. The Tribunal's reasons can be accessed here:

- Allegation 1.1
  - Allegation 1.2
  - Allegation 1.3
3. The Tribunal determined that in the circumstances, the only reasonable and proportionate sanction was to strike Mr Jones off the Roll of Solicitors. The Tribunal's reasoning for its sanction can be accessed here:
- [Sanction](#)

### **Documents**

4. The Tribunal reviewed all the documents submitted by the parties including:
- Rule 12 Statement and Exhibit SEJ1 dated 4 December 2023
  - The Respondent's Answer and Exhibits dated 2 January 2024
  - Applicant's Reply dated 4 March 2024
  - Applicant's Statement of Costs dated 26 November 2025

### **Professional Details**

5. Mr Jones, who was born in 1976, was a solicitor having been admitted to the Roll in September 2003. He was a Director/senior equity partner and joint owner of the Firm. He left the Firm on 19 October 2020. He specialised in Property Law and was the Head of commercial property. Mr Jones remained on the Roll. He last held a Practising Certificate for the 2019/20 practising year.

### **Preliminary Applications**

#### Non-party Disclosure

6. On 24 November 2025, Mills & reeves LLP applied for disclosure of:
- The final hearing bundle
  - Skeleton arguments
  - Any hearing timetable; and
  - A copy of the transcript/recording of the final hearing.
- 6.1 The application was made in order to assist with understanding the proceedings in circumstances where Mills & Reeve LLP were representing a third party insurer.
- 6.2 In an email dated 1 December 2025, Mr Jones stated that he had no specific objection to the application. The Applicant objected to the application in part. The final hearing

bundle contained confidential and privileged documents. The redactions required in order to protect confidentiality and privilege would be extensive and disproportionate.

- 6.3 No skeleton arguments had been filed and the hearing timetable previously filed did not relate to the hearing. With regard to recordings, they were available from the Tribunal on request.
- 6.4 The Tribunal determined that the Rule 12 Statement, Answer and Reply should be disclosed (subject to appropriate redactions). The Tribunal did not consider it was appropriate to release the full hearing bundle for the reasons stated by the Applicant.
- 6.5 Accordingly, the Tribunal granted the application in part, and directed as follows:
- The final bundle will not be disclosed. The pleadings can be disclosed subject to appropriate redaction.
  - As no skeleton arguments had been filed, there were none to be disclosed.
  - The hearing timetable filed did not relate to the listed hearing. Accordingly, disclosure of the same served no purpose.
  - The Tribunal does not create hearing transcripts. As to the recording, that was available on request to the Tribunal's administrative office. Accordingly, no order for disclosure was required.

#### Application to Strike out the Proceedings.

7. On 1 December 2025, Mr Jones submitted an application not to proceed with the allegations. He explained that the lateness of the application was due to his not being a litigator or trial lawyer and therefore not understanding that the application should have been submitted earlier. He had made the application as he considered that the SRA had not considered the only evidence in the case, namely the witness evidence given in criminal proceedings.
- 7.1 Mr Lawrence submitted that the Tribunal should not hear the application given the stage reached in the proceedings. The application was a repeat of Mr Jones' defence and was more appropriately considered as part of any closing submissions.
- 7.2 The Tribunal determined that Mr Jones had not provided sufficient justification for the delay in submitting the application, particularly given that the proceedings had been served on 8 December 2023. The Tribunal determined that the hearing the application would be contrary to its overriding objective to deal with cases justly and at proportionate cost. Accordingly, the Tribunal refused to hear the substantive application.

#### **Factual Background**

8. GJ and Mr Jones purchased the Property in 2006 as beneficial joint tenants. At the time, Mr Jones was a property solicitor and partner. GJ paid a deposit of £13,000 and the

Property was purchased with the assistance of a mortgage in the sum of £121,500. The mortgage was in the sole name of Mr Jones.

9. The Property was in a bad state of repair and required renovation. GJ moved into the Property, which still required work to be done. The Property was remortgaged to raise funds to complete the necessary works. That mortgage was in the names of both Mr Jones and GJ.
10. GJ lived in the Property with tenants. The rental income and monies from GJ were paid to Mr Jones, who in turn paid the mortgage.
11. In August 2011, GJ moved out of the Property. Mr Jones then took over responsibility for the Property and payment of the mortgage. GJ did not receive any of the rental income from any subsequent tenant(s) after he moved out.
12. In 2011, GJ and Mr Jones met to discuss the Property. Mr Jones suggested that his cousin purchase a share in the Property. GJ was not content with that proposal.
13. A further meeting took place in 2015, where the disposal of the Property was again discussed.
14. In February 2017, Mr Jones instructed the Firm to act on his behalf in the sale of the Property. The sale of the Property completed on 15 September 2017. All net proceeds from the sale were transferred into Mr Jones' bank account.
15. GJ sent a report dated 30 January 2019 to the SRA detailing his concerns relating to the sale of the Property. In summary his complaints were that:
  - He had never instructed the Firm to act on his behalf
  - He was unaware that the Property had been sold until after the event
  - His signature had been forged
  - He had received no communication from the Firm in relation to the sale
  - He had received no proceeds from the sale

### **Witnesses**

16. The following witnesses provided written statements and gave oral evidence:
  - Geraint Jones
  - Glynn Ellis
  - Paul Jones
17. The written and oral evidence of the witnesses is quoted or summarised in the Findings of Fact and Law as necessary. For the avoidance of doubt, the Tribunal read all of the documents in the case and made notes of the oral evidence. The absence of any reference to particular evidence should not be taken as an indication that the Tribunal did not read, hear or consider that evidence.

## Findings of Fact and Law

18. The Applicant was required to prove the allegations on the balance of probabilities. The Tribunal had due regard to its statutory duty, under section 6 of the Human Rights Act 1998, to act in a manner which was compatible with Mr Jones' rights to a fair trial and to respect for his private and family life under Articles 6 and 8 of the European Convention for the Protection of Human Rights and Fundamental Freedoms.

## Dishonesty

The test for dishonesty was that set out in Ivey v Genting Casinos (UK) Ltd t/a Crockfords [2017] UKSC 67 at [74] as follows:

“When dishonesty is in question the fact-finding Tribunal must first ascertain (subjectively) the actual state of the individual’s knowledge or belief as to the facts. The reasonableness or otherwise of his belief is a matter of evidence (often in practice determinative) going to whether he held the belief, but it is not an additional requirement that his belief must be reasonable; the question is whether it is genuinely held. When once his actual state of mind as to knowledge or belief as to facts is established, the question whether his conduct was honest or dishonest is to be determined by the factfinder by applying the (objective) standards of ordinary decent people. There is no requirement that the defendant must appreciate that what he has done is, by those standards, dishonest.”

When considering dishonesty, the Tribunal firstly established the actual state of Mr Jones' knowledge or belief as to the facts, noting that the belief did not have to be reasonable, merely that it had to be genuinely held. It then considered whether that conduct was honest or dishonest by the standards of ordinary decent people.

## Integrity

The test for integrity was that set out in Wingate and Evans v SRA and SRA v Malins [2018] EWCA Civ 366, as per Jackson LJ:

*“Integrity is a useful shorthand to express the higher standards which society expects from professional persons and which the professions expect from their own members ... [Professionals] are required to live up to their own professional standards ... Integrity connotes adherence to the ethical standards of one’s own profession”.*

19. **Allegation 1.1 - Between on or around 28 February 2017 and 9 January 2018, he gave instructions to the Firm in connection with the sale of The Property, a property he held as beneficial joint tenants with Geraint Jones, on the basis that he had authority to give instructions on behalf of Geraint Jones, when he had no such authority, and in doing so breached any or all of Principles 2 and 6 of the Principles.**

## The Applicant's Case

- 19.1 Mr Lawrence submitted that GJ was initially unaware that Mr Jones had purchased the property in his sole name. Thereafter, the Property was remortgaged in the joint names of Mr Jones and GJ.
- 19.2 At the meeting in 2011, Mr Jones proposed that his cousin purchase GJ's share in the Property for the sum of £10,000. GJ refused this offer, it not being reflective of his investment. GJ and Mr Jones met again in 2015 to discuss the Property. Mr Jones again suggested that his cousin could purchase GJ's share in the Property for £10,000. GJ again refused.
- 19.3 In February 2017, Mr Jones instructed the Firm in the sale of the Property. GJ had no involvement in that instruction. GJ gave no instructions in the sale and the Firm accepted all instructions from Mr Jones.
- 19.4 In February and June 2017, GJ and Mr Jones exchanged social text messages. Mr Jones did not mention that the Property was on the market in those messages.
- 19.5 On 10 July 2017, GJ sent a text to Mr Jones enquiring about a text he had received that day from National Westminster Bank about the mortgage: *"Told me to speak with my solicitor. Any idea what it's about?"* Mr Jones replied: *"yeah it's cos I've asked for a mortgage redemption statement .... I'm not sure exactly how much is owed and I'm trying to sell the place. I've served a notice on the tenant to get out and she leaves in August. Not had any rent since March and can't afford to keep her there anymore between that and the roof bowing I've got to just get rid of it ..... you available for a catch up soon?"*
- 19.6 In response, GJ stated *"OK. Happy to sell up. Yeh let's meet up soon. I'm away next week but otherwise I'm around just let me know when you're free."* Thereafter, GJ and Mr Jones exchanged social texts.
- 19.7 On 15 September 2017 at 17:06, GJ sent the following message to Mr Jones: *"Hi Mate. I'm still getting text messages from Nat West about the mortgage. what's the latest, Are you gonna be free for a catch up over coffee soon?"*
- 19.8 Mr Jones replied: *"Hello mate, sorry. It's just me asking for redemption statements .... I've got to sell the place; I've just had to spend a small mortgage on the roof repairs to sell it! Hopefully be sold soon and I can send you some cash. I'd love to meet up mate, be good to see you!"* GJ replied: *"Great! Do I need to sign anything for you to sell it? Would be good to meet u, I def owe you a coffee"*. Mr Jones did not reply to this message.
- 19.9 Further social texts were exchanged in October and December 2017.
- 19.10 During the period June to December 2017, Mr Jones exchanged messages with Mr Ellis in relation to the Property. At no point did Mr Jones state that the house was on the market or that it had been sold. On 11 December 2017, Mr Jones sent a message stating: *"... if it helps for now, in order for Gez [GJ] to be released from any house liability my cousin effectively bought out his share of the house after he moved out ... I can sort the*

*£10k for him by the end of January if that helps?” Mr Ellis queried “Did this release him from the contract? What do we need to do for this to happen”. There was no record of any reply and Mr Ellis did not hear from Mr Jones again.*

- 19.11 On 16 June 2018, GJ sent the following message to Mr Jones: *“Hi I’ve been thinking about the house. I need it resolved asap and to proceed to sell it asap. What’s the current state of play? Is there a tenant currently? Are you happy for me to discuss it with an estate agent and get it valued?”*
- 19.12 Mr Jones replied on 18 June 2018: *“Hello mate, happy to meet up and discuss mate but as I’m sure you recall we sold your interest in the house you (sic) my cousin for £10K which we used to do the place up and repair the roof.....having said that, I’m happy to honour the £10k for you whenever you need it. Is everything ok with you? You sound panicked!?”*
- 19.13 Mr Lawrence submitted that GJ had not authorised Mr Jones to provide instructions on his behalf in the sale of the Property. GJ did not know that the Property had been put on the market or that the Property had been sold. This was evident from the message he sent to Mr Jones on 15 September 2017, the date of completion.
- 19.14 Such conduct, it was submitted, was plainly in breach of the Principles. Mr Jones had failed to be open with GJ about the sale of the property and had instructed the Firm in the sale without GJ’s knowledge or authority. Mr Jones’ conduct was likely to undermine public trust. The public would expect the joint owner in a property (a solicitor) to obtain full informed authority to deal with the sale on the other joint owners’ behalf before providing any instructions for its sale. No authority was obtained. Mr Jones therefore breached Principle 6 of the Principles.
- 19.15 Mr Jones was an experienced property lawyer. He would have known that he required the specific authority from GJ to provide instructions on his behalf in the sale of the Property and to sign the contract and Transfer document. From the text messages that were sent by GJ, it was clear that GJ did not know the Property was actually being sold so he could not have given specific authority in this respect. Mr Jones’ conduct, in instructing the Firm to act in the sale, knowing that he had no authority to do so, lacked integrity in breach of Principle 2.

### **Dishonesty**

- 19.16 Mr Lawrence submitted that Mr Jones knew that:
- GJ did not know that the Property was on the market or that a sale had been agreed; and
  - He had instructed the Firm to act in the sale, knowing that he had no authority to provide instructions on GJ’s behalf.
- 19.17 Ordinary and decent people would consider that it was dishonest for a solicitor to provide instructions in the sale of a jointly owned property knowing that they were not authorised to do so. Accordingly, in acting as he had, Mr Jones’ conduct had been dishonest.

### The Respondent's Case

- 19.18 Mr Jones denied allegation 1.1. In his Answer, Mr Jones stated that there was an agreement for the sale of the Property and that he would take all the necessary steps on both his and GJ's behalf to effect the sale. He therefore had GJ's full authority and consent to take all the actions that he did. In the event that the Tribunal determined that he did not have authority, Mr Jones submitted that he believed that he did. In that event, it was accepted that his conduct amounted to an inadvertent breach of Principle 6.
- 19.19 Mr Jones explained that the Property was jointly purchased in order to assist GJ with getting a mortgage. The first mortgage was in Mr Jones' sole name as GJ had failed the credit check. It was agreed that they would remortgage the Property as soon as possible in order to add GJ to the mortgage. After some initial works were completed, the Property was remortgaged in their joint names.
- 19.20 Having moved into the Property, GJ moved out in 2011. At the meeting in 2011, they discussed the sale of the Property. Mr Jones explained that the valuation of the Property at the time meant that if it was sold, GJ would not recoup his investment. As a result, GJ was unwilling to sell the Property at that time. Mr Jones informed GJ that a cousin was prepared to either purchase GJ's share, or invest in the Property and become an equitable owner. In his witness statement, Mr Jones stated that it was agreed that his cousin would invest in the Property and become a 1/3 owner.
- 19.21 Mr Jones submitted that at the 2015 meeting with GJ they again discussed the Property. GJ was keen to sell. Mr Jones discussed the shares in the Property and stated that as long as his cousin's position was protected, he was happy to give GJ his share. Mr Jones stated that he made that offer "*because that was what the House was always about – it was always for Geraint*".
- 19.22 Given GJ's indication that he wanted to sell the Property, Mr Jones started making arrangements to put the Property on the market. Mr Jones submitted that he did so on the understanding that he continued to have GJ's authority to take steps on his behalf. When instructing the Firm to act in the sale, he did so believing that he had GJ's full authority.
- 19.23 Mr Jones emphasised that at all material times, he believed that GJ had agreed that the Property should be sold and that Mr Jones would take all the necessary steps to effect the sale on GJ's behalf. He believed and understood that he had GJ's full authority and consent to take the actions that he did. If he did not have such authority, he believed that he did and thus any misconduct was inadvertent.

### The Tribunal's Findings

- 19.24 The Tribunal noted the background in relation to the purchase of the Property. In his evidence GJ described that by 2011, he and Mr Jones were "*not on the same page*". He described that he no longer trusted Mr Jones and that their contact was sporadic. He had not been involved with the Property from 2011. It was after this time that Mr Jones stated that his cousin purchased an equitable share of the Property. That purchase was said to be with GJ's knowledge and agreement. The Tribunal noted that if such a purchase had taken place, those monies were transferred to Mr Jones. There was no

documentary evidence in support of this transaction. Whilst the absence of documentary evidence might be considered to be unusual in a commercial transaction, the Tribunal had regard to the long-standing nature of the friendship between Mr Jones and GJ. It did not consider the absence of documentary evidence inherently suspicious or otherwise only consistent with deception.

- 19.25 Mr Jones stated that at the 2015 meeting, he spent a lot of time talking about the Property, and that GJ made it clear that he was keen to sell the Property. Mr Jones accepted that in 2017, he provided express instructions to the Firm to act in the sale of the Property. GJ's evidence was that he was unaware of the sale or the instruction to the Firm.
- 19.26 The Tribunal noted that in his police interview, Mr Jones stated that he did not get GJ involved in instructing the estate agents. When asked if GJ knew that Hentons were putting the Property on the market, Mr Jones replied "*No, not that I'm aware of.*" When asked if there was any particular reason why, Mr Jones replied: "*No, other than he's been AWOL in any management of this property since 2016. But no ... I didn't feel the need to consult him on any of it because I've never consulted him on it...*"
- 19.27 In his oral evidence, when asked if he did not think it was important to keep GJ posted so that GJ fully understood what was happening, Mr Jones replied: "*No. He made little contribution and none since 2011. He was not able or willing to contribute to the expenditure on the house. We were not friends anymore and were not communicating ... I was not advising him as his lawyer*".
- 19.28 As to any communication following the 2015 meeting, in his oral evidence, Mr Jones stated that any communication from that time would have been "*incidental or coincidental*". There had been no arrangement to meet, "*no conversation re the sale*", no conversation where he informed GJ that he had instructed solicitors to act in the sale, and "*any conversation about the house would be insignificant*". To the extent that Mr Jones gave contradictory evidence as to GJ's state of knowledge with regards the sale and the Property being on the open market, such evidence was rejected.
- 19.29 Mr Jones confirmed in his oral evidence that:
- He had not informed GJ that he had instructed solicitors
  - He had not informed GJ of any offer made on the Property
  - He had not checked with GJ before agreeing the sale price
- 19.30 The Tribunal noted that in the text messages between Mr Jones and GJ from February 2017 (when Mr Jones instructed the Firm to act in the sale), at no point did Mr Jones state that the house was on the market with estate agents or that an offer was made and accepted. The Tribunal, in assessing what the messages said, and what Mr Jones stated that he intended the messages to mean, took into account his knowledge and skills as an experienced property lawyer. The Tribunal determined that the messages were deliberately crafted so that GJ would not know that the Property was in the process of being sold.
- 19.31 Mr Jones had referred the Tribunal to excerpts of GJ's evidence in the criminal proceedings which, it was asserted, showed that GJ had consented and provided

authority for Mr Jones to act. The Tribunal scrutinised those passages. It was clear from that evidence that GJ wanted to sell the Property. There was nothing said in the criminal trial by GJ which showed that he had given Mr Jones authority to act on his behalf in the sale of the Property. On the contrary, it was clear from the passages to which the Tribunal was referred, that GJ was not aware that the Property was on the market with solicitors instructed in its sale.

- 19.32 As to Mr Jones' cousin having purchased an equitable share of the Property in 2011 with the express consent of GJ, Mr Jones' evidence was inconsistent. In his text to GJ of 18 June 2018, Mr Jones referred to the sale of GJ's interest to his cousin for £10,000. In his text to Mr Ellis of 11 December 2017, he stated that his "*cousin had bought out Geraint's share of the house.*"
- 19.33 In his oral evidence and his witness statement, Mr Jones referred to the purchase of an equitable share in the Property. Indeed, it had been Mr Jones' written and oral evidence that he was prepared to give his own share of the Property to GJ, as long as his cousin was protected. The Tribunal determined that the messages in relation to the sale of GJ's share had been deliberately crafted by Mr Jones to avoid any scrutiny of his actions.
- 19.34 Mr Jones, the Tribunal found, knew that he had instructed the Firm to act in the sale without the authority or consent of GJ. He also knew that he required GJ's specific authority to act on his behalf in the sale of the Property. He knew that GJ could not provide authority to give instructions on a sale that GJ did not know was taking place. As Mr Jones accepted, he had not informed GJ that (i) he had put the Property on the market, (ii) there had been an offer, (iii) he had accepted the offer and agreed a sale price, or (iv) that he had instructed the Firm in the sale.
- 19.35 Such conduct, the Tribunal determined, was entirely inconsistent with someone acting on instructions with express authority. Further, it was also inconsistent with someone acting where they believed that they had instructions to do so. The Tribunal was thus satisfied that Mr Jones did not have authority to give instructions on behalf of GJ as alleged. Further, his conduct evidenced that he did not believe that he had such authority. Ordinary and decent people would consider that it was dishonest for a solicitor to provide instructions in the sale of a property knowing that they had no authority to provide such instructions. Accordingly, the Tribunal found that Mr Jones' conduct had been dishonest. It followed that he had also failed to act with integrity and undermined public trust in breach of Principles 2 and 6 as alleged.
- 19.36 The Tribunal thus found allegation 1.1 proved, including that Mr Jones' conduct was dishonest.
20. **Allegation 1.2 - He provided instructions to the Firm to pay the net proceeds from the sale of the Property to his own bank account, without GJ's consent, and failed to account to Geraint Jones for his interest from the net proceeds of sale, and in doing so breached any or all of Principles 2 and 6 of the Principles.**

#### The Applicant's Case

- 20.1 As detailed above, the sale of the Property completed on 15 September 2017. Sale proceeds in the sum of £167,500 were received into the Firm's bank account. Mr Jones

instructed Ms Monday to send the entire net sale proceeds to him and that he would send funds to GJ. Mr Lawrence submitted that Mr Jones had no authority from GJ for the net sale proceeds to be dealt with in this way. From the date of the receipt of the sale proceeds, GJ had not received his share of those proceeds.

- 20.2 Mr Lawrence submitted that Mr Jones failed to speak to GJ about where his share of the net proceeds of sale should be sent. Notwithstanding the messages sent by Mr Jones to GJ and/or Mr Ellis, at no point did Mr Jones request GJ's bank details in order to transfer GJ's share to him. Further, Mr Jones had instructed that the monies be paid to his own account without any authority from GJ to do so. Members of the public would expect the joint owner in a property to receive his full share of the net sale proceeds directly and immediately, or for a solicitor to obtain authority to act in any other way. In conducting himself as he did, Mr Jones breached Principle 6 of the Principles.
- 20.3 In providing instructions to pay the whole net sale proceeds into his account without authority from GJ, Mr Jones failed to act with integrity. At the time of the sale the property was held in the joint names of Mr Jones and GJ. GJ was entitled to receive his share from the proceeds of sale. No agreement (whether written or verbal) had been reached for it to be dealt with in any other way. Acting with integrity required Mr Jones to have instructed that GJ's share of the proceeds be sent to GJ or for him to have had authority to deal with the proceeds in some other way. Mr Jones had no such authority. Accordingly, his conduct breached Principle 2 of the Principles.

### **Dishonesty**

- 20.4 Mr Lawrence submitted that Mr Jones gave instructions to the Firm to pay the net proceeds of sale to his bank account and failed to account to GJ for his interest from the net proceeds of sale, when he knew or believed the following matters:
- GJ was not aware that the Property had been sold;
  - GJ had not given his consent for his share in the net proceeds of sale to be paid into Mr Jones' account;
  - GJ was entitled to his share in the net proceeds immediately on completion as a joint owner of the Property and;
  - GJ had not agreed for the proceeds to be dealt with in any other way.
- 20.5 Ordinary and decent people would consider such conduct to be dishonest.

### The Respondent's Case

- 20.6 Mr Jones denied allegation 1.2. He admitted that he provided instructions for the monies to be paid in their entirety to his own account. However, that instruction was on the basis that he had GJ's consent to provide such instructions.
- 20.7 As to his failure to pay those monies to GJ. Mr Jones submitted that:
- At all material times, he was willing and able to account to GJ for his share of the net sale proceeds

- He had communicated this to GJ on multiple occasions and had asked for GJ's account details. GJ failed to provide his account details (or any other details). Mr Jones was therefore unable to make any payment.
- Having been unable to make payment, on 6 November 2019, Mr Jones transferred £16,000 to the Firm, that amount representing GJ's entitlement.

20.8 In the event that the Tribunal determined that Mr Jones did not have consent, Mr Jones asserted that as he believed that he did, his conduct amounted to an inadvertent breach of Principle 6 but was not dishonest, nor did it lack integrity.

### The Tribunal's Findings

20.9 For the reasons detailed at allegation 1.1 above, the Tribunal found that Mr Jones did not have consent to pay the net proceeds of the sale into his own account. It was also clear that he had not accounted to GJ for his interest in the net proceeds of sale.

20.10 Mr Jones asserted that he had attempted to obtain GJ's account details. The Tribunal noted that there was no request for those details in any of the messages that he sent to either GJ or Mr Ellis. In his oral evidence, Mr Jones asserted that he had asked Mr Ellis for the account details. The Tribunal noted that he had not put this to Mr Ellis during cross-examination. As to why he had not asked GJ for the details directly, Mr Jones asserted that GJ was suffering with ill mental health at the time.

20.11 The Tribunal did not accept these assertions. In a text to Mr Jones of 2 December 2017, Mr Ellis stated: "*... I am with [GJ] at the moment. Things aren't good at all with him again. I don't know all the details of your arrangement with the house but he sees it as impossible to get out of and he cannot move on until it is resolved ... I need to know what are his options ...*". In response to that message, Mr Jones stated: "*Oh no, sorry to hear that. He did reach out to me recently ... I forgot to get back with him. Happy to meet him and you and individually ... I can sort the house situation no problem ...*".

20.12 In his message to Mr Ellis of 11 December 2017, Mr Jones explained that his cousin had purchased GJ's share of the house after he moved out. The Tribunal noted that not only was there no request for account details in these messages, but there was also no mention that the Property had already been sold. Further, it was asserted that Mr Jones' cousin had purchased GJ's share as opposed to an equitable share.

20.13 The Tribunal noted that after receipt of the net proceeds of sale, Mr Jones placed GJ's share into an interest-bearing account and that he did not contact GJ directly due to his fragile mental state. It was wholly unclear as to how or why not telling GJ of the sale of the Property would in some way worsen his mental health, particularly in circumstances where GJ was keen to sell the Property.

20.14 The Tribunal did not accept that Mr Jones had attempted to obtain GJ's account details or that he did not contact GJ directly due to fears for his mental health. The explanations provided by Mr Jones for paying the monies into his own account and failing to account to GJ for the same, bore no scrutiny.

- 20.15 Accordingly, the Tribunal found that Mr Jones knew that he did not have consent to pay GJ's share of the sale proceeds into his account. Thereafter, he deliberately failed to account to GJ for those monies. He had deliberately avoided informing either GJ or Mr Ellis of the fact that the Property had been sold and that he had retained GJ's share of the sale proceeds. Ordinary and decent people would consider it was dishonest for a solicitor to deliberately retain proceeds of the sale of a property to which he was not entitled and thereafter, to retain those proceeds. The Tribunal thus found that in doing so, Mr Jones' conduct had been dishonest. It followed that such conduct also lacked integrity in breach of Principle 2 and undermined public trust in breach of Principle 6.
- 20.16 The Tribunal thus found allegation 1.2 proved in its entirety, including that Mr Jones' conduct had been dishonest.
21. **Allegation 1.3 - That in a text on 15 September 2017 he misled GJ regarding the Property by indicating that he had to sell the property and that "Hopefully be sold soon and I can send you some cash" in circumstances when he knew any or all of the following facts relating to the sale of the Property, at the time: (a) A sale had already been agreed with Brynley John Taylor and Alison Lynne Taylor and/or (b) Contracts for the sale of the above property had already been exchanged and/or (c) Completion had already taken place and/or (d) He had already received payment that day in the sum of £32,400.55 from the sale proceeds, and in doing so breached any or all of Principles 2 and 6 of the Principles.**

#### The Applicant's Case

- 21.1 On 15 September 2017 (the day of completion) GJ and Mr Jones exchanged messages. At 17.06pm GJ text Mr Jones in the following terms: *"Hi Mate. I'm still getting text messages from Nat West about the mortgage. what's the latest, Are you gonna be free for a catch up over coffee soon?"*
- 21.2 Mr Jones replied: *"Hello mate, sorry. It's just me asking for redemption statements .... I've got to sell the place; I've just had to spend a small mortgage on the roof repairs to sell it! Hopefully be sold soon and I can send you some cash. I'd love to meet up mate, be good to see you!"*
- 21.3 In response, GJ stated: *"Great! Do I need to sign anything for you to sell it? Would be good to meet u, I def owe you a coffee"* The First Respondent did not reply to this message.
- 21.4 Mr Lawrence submitted that Mr Jones knew that sale had completed on 15 September 2017. In her witness statement, Ms Monday stated Mr Jones had called her that afternoon. She informed him that completion had taken place and that the purchase funds had been received. Mr Jones asked Ms Monday to transfer the entire sale proceeds to him.
- 21.5 At no point did Mr Jones inform GJ of the sale of the Property or that the sale had completed. At the time that he sent the text on 15 September 2017, Mr Jones knew that a sale had been agreed and that completion was taking/had taken place. He did not provide this information to GJ. Instead, the message sent was deliberately misleading,

inferring that he hoped that the Property would be sold soon, rather than confirming that the Property had, in fact, already been sold.

- 21.6 Such conduct, it was submitted, plainly undermined public trust in breach of Principle 6. The public would expect the joint owner in a property not to mislead his fellow owner and to be full and frank in responding to queries concerning the property. This did not happen. Mr Jones' conduct also lacked integrity. Notwithstanding his knowledge, the message sent by Mr Jones as to the Property was misleading. Acting with integrity required Mr Jones to inform GJ that the Property had been sold, and not to send a message hoping for a sale at some future date.

### **Dishonesty**

- 21.7 Mr Lawrence submitted that when stating on 15 September 2017: *"It's just me asking for redemption statements .... I've got to sell the place, ... Hopefully be sold soon and I can send you some cash"*, Mr Jones knew or believed the following matters:

- The sale of the Property had already been agreed around the 15 July 2017 to the eventual buyers;
- Completion of the property had taken place that day and therefore contracts for the sale had been exchanged; and
- That he had provided instructions for the full net sale proceeds in the sum of £32,400.55 to be sent to his own personal bank account.

- 21.8 Ordinary and decent people would find that sending misleading messages about the Property was dishonest.

### The Respondent's Case

- 21.9 Mr Jones denied allegation 1.3, save that he admitted that his conduct was in breach of Principle 6.

- 21.10 Mr Jones submitted that on its true construction the text meant the following:

- Mr Jones was keen for the sale of the Property to be completed as he had spent a large amount of money on roof repairs in order to help the Property to sell;
- He hoped the sale would complete soon; and
- As was understood, after completion, the net sale proceeds would be paid in full to him, and he would account to GJ for his share of the proceeds as soon as was practicable.

- 21.11 Mr Jones accepted that the message was misleading, in that completion had already taken place and the monies had been transferred to his personal account. However, at the time the message was sent, Mr Jones was not aware of this. He was not in the office that afternoon as it was his daughter's birthday. He had told the office not to contact

him. Mr Jones submitted that in her evidence during the criminal proceedings, Ms Monday confirmed that she had not contacted him to inform him of the completion.

- 21.12 Mr Jones considered that he had unintentionally misled GJ. That unintentional misleading amounted to a breach of Principle 6, however, given his state of knowledge at the time, it did not amount to a breach of Principle 2 and was not dishonest.

### The Tribunal's Findings

- 21.13 The Tribunal had been referred by Mr Jones to the evidence of Ms Monday in the criminal trial. Mr Jones had asserted that Ms Monday confirmed that she did not inform him of the completion and receipt of monies. Ms Monday's evidence in the criminal proceedings was:

*"I would have told Paul as to completion taking place. Like I said, I believe it was later in the afternoon, when he wasn't there. So, whether I'd picked up the phone and given him a call, maybe I'd sent a text message, I really don't recall, but I would have told him once it'd all gone through."*

- 21.14 In her 16 May 2020 witness statement, Ms Monday stated:

*"Paul Jones telephoned me on the 15 September 2017, from his mobile telephone to my mobile, it was in the afternoon. I was in the office. The purchase funds had been received and the matter completed. Paul Jones asked me to send the entire sale proceeds to him, .... He confirmed he would be sending funds to [GJ]."*

- 21.15 Ms Monday's evidence did not support the contention made by Mr Jones. It was clear from her evidence in the criminal proceedings and her witness statement that Ms Monday had told Mr Jones of the completion and receipt of the funds. Accordingly, the Tribunal determined that Mr Jones knew, when he sent the text message to GJ, that the sale of the Property had completed and he was in possession of the net sale proceeds. The wording of the message was, the Tribunal found, not only misleading, but intentionally so. The Tribunal found that the construction that Mr Jones sought to place on the message was simply not credible.
- 21.16 On 16 June 2018, GJ sent a text to Mr Jones expressing his desire to proceed to sell the house and enquiring as to the current position. In his oral evidence, Mr Jones asserted that this message was false, as GJ knew that the house had been sold. The Tribunal noted that in his reply to that message, there was no suggestion from Mr Jones that GJ already knew that the house had been sold. On the contrary, he referred to the sale of GJ's share to his cousin.
- 21.17 The Tribunal found the suggestion of falsity to be wholly without merit. It was clear from the messages and Mr Jones' continued failure to provide any information with regards to the sale of the Property that GJ was not aware in June 2018, that the Property was sold in September 2017. The Tribunal also rejected Mr Jones' assertion that there was an *"ongoing vow by [GJ]"* and other members of his former church to destroy him.

- 21.18 The Tribunal found that Mr Jones had been deliberately misleading in his text of 15 September 2017. Ordinary and decent people would consider that it was dishonest for a solicitor to deliberately mislead a co-owner as to the sale of a property. Accordingly, the Tribunal found that Mr Jones' conduct had been dishonest as alleged. It followed that such conduct also lacked integrity in breach of Principle 2 and undermined public trust in breach of Principle 6.
- 21.19 The Tribunal thus found allegation 1.3 proved in its entirety, including that Mr Jones' conduct had been dishonest.

### **Previous Disciplinary Matters**

22. No previous matters before the Tribunal.

### **Mitigation**

23. Mr Jones submitted that he was disappointed to have been found deceitful, but that he accepted the Tribunal's findings. The Tribunal explained that it would be referring to its Guidance Note on Sanction. It further explained that save in exceptional circumstances, the appropriate sanction where dishonesty had been found, was to strike a solicitor off the Roll. The Tribunal offered Mr Jones the opportunity to consult the Guidance Note. Mr Jones declined that offer and did not bring any matters to the attention of the Tribunal that could be considered as an exceptional circumstance.

### **Sanction**

24. The Tribunal had regard to the Guidance Note on Sanctions (11<sup>th</sup> Edition – February 2025). The Tribunal's overriding objective, when considering sanction, was the need to maintain public confidence in the integrity of the profession. In determining sanction, it was the Tribunal's role to assess the seriousness of the proven misconduct and to impose a sanction that was fair and proportionate in all the circumstances.
25. The Tribunal determined that Mr Jones was primarily motivated by his resentment towards GJ given the historical backdrop. He had helped GJ to purchase the Property. GJ had vacated the Property in 2011, leaving Mr Jones to manage the Property and expend funds in order to make it fit for sale. His secondary motivation, the Tribunal found, was the prospect of financial gain. His account with regard to his cousin's involvement had been inconsistent, stating in messages that his cousin had purchased GJ's share for £10,000 whilst simultaneously stating that his cousin had invested monies so that they all became beneficial owners with a  $\frac{1}{3}$  share of the Property. The Tribunal considered that Mr Jones had sought to limit the amount that he would pay to GJ to £10,000. His actions were planned. He had sent a stream of misleading messages to both GJ and Mr Ellis, intending for neither of them to know that he was in the process of selling the Property and from 15 September 2017 onwards, that the Property had in fact been sold. His explanations for the contents of his messages were wholly incredible. He had acted in breach of the trust placed in him by GJ. Mr Jones was solely and directly responsible for his misconduct. He was an extremely experienced property lawyer who fully understood the process of the conveyance. In contrast, GJ was vulnerable, suffering from mental health difficulties and had no knowledge of conveyancing processes.

26. Mr Jones' conduct was in material breach of his obligation to protect the public and maintain public confidence in the reputation of the profession; as per Coulson J in Solicitors Regulation Authority v Sharma [2010] EWHC 2022 Admin:

*“34. There is harm to the public every time that a solicitor behaves dishonestly. It is in the public interest to ensure that, as it was put in Bolton, a solicitor can be “trusted to the ends of the earth”.”*

27. He had also caused harm to GJ who, at the time of the hearing, had still not received his share of the sale proceeds. The harm caused to GJ and to the reputation of the profession was entirely foreseeable.
28. Mr Jones' conduct was aggravated by his dishonesty which, the Tribunal found, was deliberate, calculated and repeated. It had continued over a period of time, including some months after the Property had been sold. He had sought to place the blame for his conduct on Ms Monday, the Firm and GJ. He had also stated that GJ was motivated by a desire to destroy his life. The Tribunal did not accept those contentions.
29. Given the serious nature of the allegations, the Tribunal considered and rejected the lesser sanctions within its sentencing powers such as no order, a reprimand or restrictions. The Tribunal had regard to the case of Bolton v Law Society [1994] 2 All ER 486 in which Sir Thomas Bingham stated:

*“...Lapses from the required standard (of complete integrity, probity and trustworthiness)...may...be of varying degrees. The most serious involves proven dishonesty....In such cases the tribunal has almost invariably, no matter how strong the mitigation advanced by the solicitor, ordered that he be struck off the roll of solicitors.”*

30. The Tribunal did not find any circumstances (and indeed none were submitted) that were enough to bring Mr Jones in line with the residual exceptional circumstances category referred to in the case of Sharma. The Tribunal decided that in view of the serious nature of the misconduct, in that it involved dishonesty, the only appropriate and proportionate sanction was to strike Mr Jones off the Roll of Solicitors.

### **Costs**

31. Mr Lawrence applied for costs in the sum of £27,677.00. Those costs, it was submitted, had been reasonably incurred. Much of the work on the matter had been conducted inhouse. Whilst Ms Trench (the solicitor employed by the Applicant with conduct of the matter) had attended the hearing, no costs had been claimed for her attendance. It was also reasonable to instruct external counsel given the issues to be determined. Counsel's fees were reasonable. The Tribunal had found all matters proved. Given the reasonableness of the costs claimed, the Tribunal should award the Applicant its costs in full.
32. As to Mr Jones' means, it was noted that Mr Jones was not impecunious. Mr Lawrence noted that the means form was dated May 2024. It was also noted that Mr Jones had provided very little evidence in support of the matters detailed in the Statement of Means. Given Mr Jones' evidence of his former property portfolio, the Tribunal should

take a sceptical view of the information provided by Mr Jones in relation to his assets. As to payment of any costs, Mr Lawrence submitted that the Applicant's recovery department would take a realistic approach to any repayment.

33. Mr Jones made no comment on the quantum of costs claimed. He noted that it had taken a long time for the proceedings to be brought. As to counsel's costs, Mr Jones submitted that the amount claimed was similar to the amount he was quoted when he made enquiries as to the costs of counsel for representation at the hearing.
34. Mr Jones explained that following these matters, he had resigned from the Firm. The allegations would have affected the Firm's panel membership. As to the rental properties that he owned at the material time, Mr Jones stated that he owned 58 properties with an income profile of over £20,000 per month. The properties had a debt profile of approximately £1.8 million and were sold for approximately £1.7 million. The properties were transferred to a limited company which ceased to trade, leading to the repossession of all of the properties.
35. Mr Jones now lived in France with limited employment. He had no employment contract. The property in which he resided was owned jointly with his wife and was subject to a mortgage. Further, his brother had a significant beneficial interest in the property, having loaned Mr Jones money.
36. The Tribunal considered that the costs claimed were reasonable. The Tribunal considered that there should be a reduction in the costs to reflect the shortened hearing time, the hearing having taken 2½ days, as opposed to the 4 listed days. The Tribunal did not consider that there should be any further reduction on account of Mr Jones' means. Accordingly, the Tribunal ordered Mr Jones to pay costs in the sum of £25,000.00.

### **Statement of Full Order**

37. The Tribunal ORDERED that the Respondent, PAUL LLOYD JONES, solicitor, be STRUCK OFF the Roll of Solicitors and it further Ordered that he do pay the costs of and incidental to this application and enquiry fixed in the sum of £25,000.

Dated this 14<sup>th</sup> day of January 2026

On behalf of the Tribunal

*P. Lewis*

P. Lewis  
Chair