

# SOLICITORS DISCIPLINARY TRIBUNAL

IN THE MATTER OF THE SOLICITORS ACT 1974

Case No. 12768-2025

## BETWEEN:

SOLICITORS REGULATION AUTHORITY LTD

Applicant

and

JACK ANTHONY MEDLICOTT

Respondent

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Before:

Ms A Banks (in the chair)

Ms T Cullen

Mrs L McMahon-Hathway

Date of Hearing: 10 April 2026

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## Appearances

There were no appearances as the matter was dealt with on the papers.

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## JUDGMENT ON AN AGREED OUTCOME

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## **Allegations**

1. The allegation against the Respondent, Jack Anthony Medicott, made by the Solicitors Regulation Authority Ltd was that, while in practice as a Partner at MSB Solicitors ("the Firm"):
  - 1.1 Between 26 and 27 April 2022, he signed two leases to confirm that he had witnessed the signature of Person B on each lease, when this was untrue, and in doing so breached any or all of Principles 2, 4 and 5 of the SRA Principles 2019 ("the Principles") and Paragraph 1.4 of the SRA Code of Conduct for Solicitors, RELs and RFLs ("the Code for Solicitors").

## **Documents**

2. The Tribunal had before it the following documents: -
  - Rule 12 Statement and Exhibit JW1 dated 8 May 2025
  - Respondent's Answer and Exhibits of 21 July 2025
  - Statement of Agreed Facts and Proposed Outcome dated 9 April 2026

## **Background**

3. Mr Medicott was born in 1989 and was a solicitor having been admitted to the Roll in May 2014. At the material time, he was a partner in the Firm. The last Practising Certificate issued was free of conditions.
4. On 23 August 2022 the Firm made a report to the Applicant. On 25 August 2022 Greater Manchester Police ("GMP") also made a report to the Applicant concerning Mr Medicott's conduct in respect of two leases.
5. The conduct occurred between 26 and 27 April 2022. The report included a witness statement dated 12 August 2022, made by Mr Medicott to GMP, in which he set out his involvement in these matters.

## **Application for the matter to be resolved by way of Agreed Outcome**

6. The parties invited the Tribunal to deal with the allegation against Mr Medicott in accordance with the Statement of Agreed Facts and Proposed Outcome annexed to this Judgment. The parties submitted that the outcome proposed was consistent with the Tribunal's Guidance Note on Sanctions.

## **Findings of Fact and Law**

7. The Applicant was required to prove the allegation 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 Medicott's 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.

8. The Tribunal reviewed all the material before it and was satisfied on the balance of probabilities that the admissions were properly made.
9. The Tribunal considered the Guidance Note on Sanction (11<sup>th</sup> edition – February 2025). In doing so the Tribunal assessed the culpability and harm identified together with the aggravating and mitigating factors that existed. At the time of his misconduct, Mr Medicott was Partner in the Firm. He had direct control over his conduct which he knew was in material breach of his professional obligations. Mr Medicott knew the importance of ensuring valid execution of the leases. He had never met Person B, and the leases had not been signed by Person B. Notwithstanding this, Mr Medicott endorsed the leases stating that he had witnessed Person B signing the same.
10. The Tribunal determined that given the seriousness of the misconduct, the only appropriate and proportionate sanction was to strike Mr Medicott off the Roll, as proposed by the parties. Accordingly, the application for matters to be dealt with by way of an Agreed Outcome was granted.

### **Costs**

11. The parties agreed costs in the sum of £15,000. The Tribunal determined that the agreed amount was reasonable and proportionate, taking into account the nature and seriousness of the conduct, together with the procedural history. Accordingly, the Tribunal ordered that Mr Medicott pay costs fixed in the agreed sum.

### **Statement of Full Order**

12. The Tribunal ORDERS that the Respondent, JACK ANTHONY MEDLICOTT solicitor, be STRUCK OFF the Roll of Solicitors and it further Orders that he do pay the costs of and incidental to this application and enquiry fixed in the sum of £15,000.00.

Dated this 20<sup>th</sup> day of April 2026  
On behalf of the Tribunal

*A E Banks*

A E Banks  
Chair

Sensitivity: General

**BEFORE THE SOLICITORS DISCIPLINARY TRIBUNAL**

**Case No: 12768-2025**

**IN THE MATTER OF THE SOLICITORS ACT 1974 (as amended)**

**AND IN THE MATTER OF:**

**SOLICITORS REGULATION AUTHORITY LIMITED**

Applicant

and

**JACK ANTHONY MEDLICOTT**

Respondent

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**STATEMENT OF AGREED FACTS AND PROPOSED OUTCOME**

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By its application dated 8 May 2025 and the statement made pursuant to Rule 12(2) of the Solicitors (Disciplinary Proceedings) Rules 2019 (“the Rule 12 Statement”) which accompanied that application, the Solicitors Regulation Authority Limited (“the SRA”) brought proceedings before the Solicitors Disciplinary Tribunal, making one allegation of misconduct against the Respondent, Jack Anthony Medicott.

**The allegations**

1. The allegation against the Respondent, Jack Anthony Medicott, made by the SRA is that, while in practice as a Partner at MSB Solicitors (“the Firm”):
  - 1.1 Between 26 and 27 April 2022, he signed two leases to confirm that he had witnessed the signature of Person B on each lease, when this was untrue, and in doing so breached any or all of Principles 2, 4 and 5 of the SRA Principles 2019 (“the Principles”) and Paragraph 1.4 of the SRA Code of Conduct for Solicitors, RELs and RFLs (“the Code for Solicitors”).

**Agreed Facts**

2. The Respondent admits the Allegations in full.

**Professional Details**

3. The Respondent, is a Partner, having been admitted to the Roll on 15 May 2014. At the material time he was one of the Partners at the Firm where he practised in commercial property. The Respondent is currently on the Roll but does not hold a practising certificate.

**The facts and matters relied upon in support of the allegation****Background**

4. The conduct in this matter came to the attention of the SRA on 23 August 2022 when the Firm made a report to the SRA and on 25 August 2022 when Greater Manchester Police ("GMP") made a report to the SRA concerning the Respondent's conduct in respect of two leases.
5. The alleged conduct occurred between 26 and 27 April 2022. The report included a witness statement dated 12 August 2022, made by the Respondent to GMP, in which he set out his involvement in these matters.
6. In summary, it was alleged that the Respondent had signed two leases confirming that he had witnessed the signature of Person B, when Person B had not been present and had not signed the leases in the Respondent's presence.

**Allegation 1.1**

7. In May 2021 the Respondent was instructed by Client A in connection with the purchase of a leasehold property ("Property A"). This completed in September 2021.
8. Following the completion, Client A then instructed the Respondent in connection with an underlease in respect of Property A. The nature of the underlease that Client A wanted granted, required the consent of the local authority and a formal licence to underlet to be granted.
9. The Respondent prepared the draft lease and commenced negotiations with the local authority in December 2021.

## Sensitivity: General

10. The Respondent was contacted by Client A in April 2022 and was asked to amend the draft lease for Property A.
11. Client A told the Respondent that he would also be taking a lease of Property B. The Respondent had previously been asked to provide Client A with advice and draft documentation in relation to a lease on Property B in May 2020. Following the provision of the draft documentation, the matter had been closed in August 2021.
12. Between 26 and 27 April 2022, the Respondent met Client A away from the office. The Respondent provided Client A with two leases, one for Property A and one for Property B. In both leases, Client A was the landlord and Person B was the tenant. At this point, the leases were unsigned.
13. Client A signed both the leases in the Respondent's presence and asked the Respondent to sign to confirm that he had witnessed Client A's signature. The Respondent did so.
14. Client A then asked the Respondent to sign the leases to confirm that he had witnessed Person B's signature. Person B had not signed the documents and was not present. The Respondent initially refused to do so.
15. Client A asked the Respondent if he could do him a "favour" and sign the leases. Client A told the Respondent that Person B was a friend, and that Person B would not have anyone who could witness his signature. The Respondent then agreed to sign the leases, and did so. The Respondent signed and printed his name on both leases and put his office address and his occupation as a solicitor.
16. The lease in relation to Property A contained the following wording:

*"Signed as a deed by [Person B] in the presence of [Respondent's signature]"*
17. The lease in relation to Property B contained the following wording:

*"Executed as a deed by [Person B] in the presence of [Respondent's signature]"*
18. The Respondent asked Client A to get the leases signed as soon as possible by Person B and to return them to him.
19. The Respondent was not subsequently sent the leases signed by Person B.

## Sensitivity: General

20. At 18.31 on 3 August 2022, the Respondent received a telephone call from Client A. Client A told the Respondent that he had been arrested by the Police and was on bail. Client A asked the Respondent if he was in possession of the signed leases for Property A and Property B. The Respondent told Client A that he was not in possession of any signed copies of the leases.
21. Client A told the Respondent that he had nothing to do with the matters for which he had been arrested. Client A asked the Respondent if the Police had visited him. The Respondent told him that they had not.
22. Client A asked the Respondent to assist him with the sale of another property. It was agreed that they would meet at a coffee shop away from the office on 5 August 2022. This was because Client A had told the Respondent that his bail conditions restricted his movements to a certain radius from his home address.
23. Following this telephone call, the Respondent carried out enquiries on the internet and established that Client A had been charged with offences relating to drugs and firearms.
24. On 5 August 2022 the Respondent met Client A at a coffee shop. The Respondent advised Client A that any sale of property while Client A was the subject of criminal proceedings would require the consent of the Police. There were no subsequent developments in relation to the sale of this further property.
25. During the meeting on 5 August 2022, Client A raised the matter of the leases on Property A and Property B. Client A said to the Respondent that he (the Respondent) had been present when Person B signed the leases. The Respondent reminded Client A that Person B had not been present. Client A reiterated his point.
26. On 11 August 2022 at 11.16 the Respondent received a telephone call from Client A. After some discussion about Property A, Client A again asked the Respondent if the Police had visited him. The Respondent told him they had not.
27. At approximately 11.55am on 11 August 2022, Police officers from GMP attended the Respondent's office. The Police showed the Respondent copies of the signed leases for Property A and Property B. The Respondent initially told the Police that he had not signed the leases. The Respondent then apologised and told the Police officers that he had, in fact, been present when the leases were signed by Client A and himself. The Respondent subsequently provided the witness statement to GMP.

## Sensitivity: General

28. On 25 August 2022, GMP reported the matter to the SRA. Prior to this, the Respondent had brought matters to the attention of the Firm, which made a report to the SRA on 23 August 2022.
29. On 27 October 2022 the Respondent attended a disciplinary meeting at the Firm at which he confirmed that the contents of his witness statement to GMP were correct. Following this meeting, the Respondent was issued with a final written warning about his conduct, which remained active for 18 months. The Respondent was also made subject to an internal supervision plan for the same period.

**Breaches of Principles and the Code for Solicitors**Principle 4 (dishonesty)

30. The Applicant relies upon the test for dishonesty stated by the Supreme Court in *Ivey v Genting Casinos* [2017] UKSC 67, which applies to all forms of legal proceedings, namely that the person has acted dishonestly by the ordinary standards of reasonable and honest people:

*“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 fact-finder 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.”*

31. At the time that the Respondent signed the leases for Property A and Property B he knew or believed the following matters;

- 31.1 Person B was not present.
- 31.2 the leases had not been signed by Person B.
- 31.3 that his signature purported to confirm that the leases had been signed as a deed (Property A) or executed as a deed (Property B) by Person B in the Respondent’s presence, when Person B had not done so in the Respondent's presence, at that point, at all.

## Sensitivity: General

- 31.4 The Respondent had never met Person B.
- 31.5 The Respondent knew that he should not sign to confirm that he had witnessed the signatures of Person B. This is evidenced by the fact that he initially refused Client A's request to do so.
- 31.6 The Respondent therefore knew that what he was signing on each lease in respect of Person B's signature was untrue.
32. The Respondent's position, that he believed the leases would not be valid without further steps being taken, does not alter his state of knowledge at the time he signed the leases. One of the requirements for the leases to be valid was that they were signed by Person B in the presence of a witness. The fact that this was not the sole requirement does not absolve the Respondent of the obligation to ensure that what he signed was truthful and accurate.
33. Similarly, the Respondent's position that he believed that Client A would not hold the leases out as having been validly executed without the Respondent having met Person B, by video call or otherwise, does not alter the Respondent's state of knowledge at the time he signed the leases. Even if the Respondent had subsequently met Person B and witnessed him signing the leases, that would not change the fact that at the time the leases were signed, Person B was not present despite the Respondent's signature to the effect that he was.
34. The Respondent's description of his actions in terms of manifest incompetence does not reflect the significance of his state of knowledge at the time he signed the leases. The Respondent did not sign them due to incompetence. Rather he signed them deliberately, in the knowledge that Person B was not present and knowing that what he was signing was untrue. In the circumstances, the Respondent's conduct in signing the leases as he did would be considered dishonest by the standards of ordinary decent people. The Respondent therefore breached Principle 4.

Principle 5 (integrity)

35. The Respondent's actions amounted to a failure to act with integrity (i.e. with moral soundness, rectitude and steady adherence to an ethical code) in breach of Principle 5 of the SRA Principles. In *Wingate v Solicitors Regulation Authority v Malins* [2018] EWCA Civ 366, it was said that integrity connotes adherence to the ethical standards of one's own profession. The Respondent failed to act with integrity in that he signed two leases purporting to confirm that Person B had signed them in his presence, when this was untrue.

## Sensitivity: General

36. A solicitor acting with integrity would have maintained their initial refusal to sign the leases purporting to witness Person B's signature, notwithstanding the requests from the client. Solicitors are expected to refuse to carry out instructions from clients that are improper. The Respondent was an experienced solicitor. At the time he had almost eight years of post-qualified experience. Further, the Respondent clearly knew that he should not sign the leases to witness the signature of Person B as he initially refused to do so. The Respondent's first instincts were correct. His subsequent actions, however, lacked integrity.
37. The precise consequences of signing the leases as the Respondent did are unclear. However, the potential consequences were that anyone reading the leases might conclude that they had been properly executed by Person B in the presence of the Respondent. This could lead to the lease being relied upon when it had not been validly executed. The Respondent's description of his conduct as manifest incompetence does not, therefore, adequately reflect the gravity of his conduct, which amounted to a lack of integrity. The Respondent therefore breached Principle 5.

Principle 6 (maintaining trust)

38. The conduct alleged above also amounts to a breach by the Respondent of the requirement to behave in a way which maintains the trust and confidence placed by the public in the solicitors' profession and in legal services provided by authorised persons. The Respondent's conduct in signing two documents stating that he had witnessed Person B's signature when he had not is a dishonest act which falls short of the higher standards expected of a member of the solicitor's profession. The public would not expect a solicitor to act in such a way. The Respondent therefore breached Principle 2.

Paragraph 1.4 of the Code for Solicitors

39. The effect of the Respondent's signature on the leases would be that it would appear to a reader of the documents that Person B had signed the leases in the Respondent's presence. This impression would be misleading as Person B had not done so.

**Non-Agreed Mitigation**

40. The following mitigation, which is not agreed by the SRA, is put forward by the Respondent, but their inclusion in this document does not amount to adoption or endorsement of such points by the SRA. The Respondent does not contend that

## Sensitivity: General

the mitigation set out below amounts to exceptional circumstances which would justify the Tribunal in making any order other than that he be struck off the Roll.

41. The Respondent states that whilst he executed the leases it was on the understanding that the required signature from Person B would be observed via a video call or similar medium to allow him to ratify the position. The Respondent now acknowledges this was not a valid format of execution. He says the video call procedure and process was discussed and agreed with Client A at the point of signature. Whilst the subsequent video call did not take place following the meeting with Client A, the Respondent states that the leases that were executed were a draft and were not intended to be signed at the meeting; the leases were never formally completed and have yet to receive formal approval from the freeholder. The Respondent has not suggested that the leases were legally binding, nor that they had been formally completed. The Respondent reports that he assisted the police in the prosecution of the client; he testified as a prosecution witness in court to confirm that the two leases had not been executed in the presence of Person B. Client A was convicted and received 16 years imprisonment.

**Proposed Sanction**

42. The parties propose that the Respondent be struck-off the Roll of Solicitors.

**Explanation why such an order would be in accordance with the Tribunal's Guidance Note on Sanction (11<sup>th</sup> edition)**

43. The SRA is satisfied that the admissions and proposed outcome satisfies the public interest. In light of the admissions to dishonesty, the Respondent and the SRA agree that the proposed outcome represents the appropriate resolution of the matter, consistent with the Guidance Note.
44. The Respondent has admitted dishonesty. The Guidance Note at paragraph 28, states that:  
"Some of the most serious misconduct involves dishonesty, whether or not leading to criminal proceedings and criminal penalties. A finding that an allegation of dishonesty has been proved will almost invariably lead to striking off, save in exceptional circumstances (see Solicitors Regulation Authority v Sharma [2010] EWHC 2022 (Admin))."
45. The Respondent has not advanced exceptional circumstances and has cooperated with the SRA throughout the investigation.

## Sensitivity: General

46. In Sharma (at [13]) Coulson J summarised the consequences of a finding of dishonesty by the Tribunal against a solicitor as follows:

“(a) Save in exceptional circumstances, a finding of dishonesty will lead to the solicitor being struck off the Roll ... That is the normal and necessary penalty in cases of dishonesty...

(b) There will be a small residual category where striking off will be a disproportionate sentence in all the circumstances ...

In deciding whether or not a particular case falls into that category, relevant factors will include the nature, scope and extent of the dishonesty itself, whether it was momentary ... or over a lengthy period of time ... whether it was a benefit to the solicitor ... and whether it had an adverse effect on others...”

47. This was a serious act of dishonesty involving signing two leases confirming he had witnessed the signature of Person B, when he had not done so. The culpability, harm, aggravating and mitigating factors are set out below.

48. Paragraph 22 of the Guidance Note states that

“The Tribunal will assess the seriousness of the misconduct in order to determine which sanction to impose. Seriousness is determined by a combination of factors, including: the respondent’s level of culpability for their misconduct; the harm caused by the respondent’s misconduct; the extent of any aggravating factors; the extent of any mitigating factors.”

49. The culpability and harm factors are:

49.1 The Respondent was an experienced solicitor. At the material time he had been qualified for almost seven years and was a Partner in the Firm.

49.2 The Respondent had direct control and responsibility for the circumstances giving rise to the misconduct.

49.3 There was the potential for significant harm to have arisen as a result of the Respondent’s actions, as it gave the impression that the leases had been validly executed, when this was not the case.

50. The aggravating features of the Respondent’s conduct are:

50.1 The misconduct was deliberate and occurred in relation to two documents.

50.2 Although the act of signing was brief, the Respondent did not correct the position until several months later.

## Sensitivity: General

- 50.3 When first asked about these matters by the Police, the Respondent was untruthful, though it is accepted that he corrected this swiftly.
- 50.4 The Respondent knew that his conduct represented a material breach of his professional obligations.

51. The mitigating features of the Respondent's conduct are:

- 51.2 The act of signing the leases was a single act.
- 51.2 The Respondent has demonstrated remorse.
- 52.3 The Respondent has co-operated with the SRA during the investigation and the Tribunal proceedings.

52. For these reasons, the case plainly does not fall within the small residual category where striking off would be a disproportionate sanction.

53. Accordingly, the fair and proportionate sanction in this case is for the Respondent to be struck off the Roll of Solicitors.

**Costs**

54. The parties have agreed that the Respondent will pay £15,000.00 towards the Applicant's costs in this matter. This takes into account the Respondent's financial circumstances.

Dated: 9 April 2026

Head of Legal and Enforcement  
On behalf of the Solicitors Regulation Authority Limited

Dated: 9 April 2026

Respondent in the proceedings