

# Jacqueline Major

## Solicitor

### 21330

[Agreement Date: 28 June 2023](#)

## Decision - Agreement

Outcome: Regulatory settlement agreement

Outcome date: 28 June 2023

Published date: 10 August 2023

## Firm details

### Firm or organisation at date of publication and at time of matters giving rise to outcome

Name: Hodge Jones & Allen LLP

Address(es): 180 North Gower Street, London, NW1 2NB

Firm ID: 821023

## Outcome details

This outcome was reached by agreement.

### Decision details

#### Agreed outcome

1.1 Miss Jacqueline Judith Major, a solicitor and partner at Hodge Jones & Allen LLP (the Firm), agrees to the following outcome to the investigation of her conduct by the Solicitors Regulation Authority (SRA):

- a. she is rebuked
- b. to the publication of this agreement
- c. she will pay the costs of the investigation of £1,350

## 2. Summary of Facts

2.1 Miss Major was admitted to the Roll of Solicitors on 2 September 1996. She is also qualified as a barrister. At the material time, Miss Major was a Partner at the Firm and remains so at the date of this agreement.

2.2 Miss Major formerly acted for her client, DJ, in matrimonial proceedings. DJ and his former wife, SJ, married in 2000 and separated in 2015. Miss Major did not act for SJ.

2.3 Divorce proceedings and financial remedy proceedings followed in the Family Division of the High Court after attempts to reach a negotiated financial settlement were unsuccessful.

2.4 DJ was a property developer. Funds for some property developments were provided via joint venture arrangements with DJ's sister-in-law, CS, who provided DJ with £9.1 million by April 2011 to invest on her behalf.

#### **Concerns**

2.5 The conduct concerns and allegations arise from Miss Major's role in drafting and backdating documents to reflect the joint venture arrangements between DJ and CS.

2.6 The joint venture arrangements were not documented contemporaneously when funds were provided by CS to DJ in 2011. At the time, Miss Major was aware from meetings with her that SJ knew of the loan from CS to DJ.

2.7 Miss Major was initially instructed by DJ's father in or around September 2015 to assist in sorting out the financial aspects of DJ and SJ's divorce. DJ and SJ initially both acted in person in the divorce. Miss Major then acted solely for DJ from around February 2016. SJ was represented separately. Miss Major was never retained by SJ.

2.8 On 15 November 2015, prior to commencing acting for DJ in any matrimonial proceedings, Miss Major instructed Counsel to document the joint venture arrangements in the form of a Loan Agreement and a Joint Venture Agreement (the Documents). On or around 11 December 2015, the year shown in the draft documents were, at DJ's request, both backdated by Miss Major from 2015 to 2011.

2.9 On 29 February 2016, on commencing acting for DJ, Miss Major received from him via email, signed copies of Loan Agreement and a Joint Venture Agreement. The documents were dated '4th May 2011' and signed by the two parties. There is no evidence or suggestion that Miss Major was involved or present at the signing by the parties.

2.10 In June and July 2016 Financial remedy proceedings were issued by SJ. Leading Counsel was instructed by Miss Major specifically to advise whether the fact of the backdating should be disclosed and whether the circumstances of the creation of the documents was protected by Legal Professional Privilege. Leading Counsel advised DJ and Miss Major that these circumstances did not have to be disclosed in the financial remedy proceedings because they accurately reflected the truth of the



arrangements, and that they were covered by Legal Professional Privilege .

2.11 On 31 August 2016, DJ's Form E and associated documents were served. No reference was made to the documents having been backdated.

2.12 In September 2016 the First Appointment Hearing in the financial remedy proceedings took place. The same Leading Counsel represented DJ. At no point was it explained that the documents were backdated. The Court later ordered DJ to provide a narrative statement dealing with the creation of the documents.

2.13 In October 2016 DJ instructed another firm in place of Miss Major's firm. In February 2017 DJ disclosed the backdating of the documents to SJ's legal representatives, having been advised to do so immediately by his new solicitors. A report was also made to the SRA in January 2017 concerning Miss Major.

2.14 Miss Major has explained to the SRA that when the documents were created in December 2015, financial remedy proceedings were not anticipated as DJ and SJ hoped to part on amicable terms. Miss Major says she did not know, nor ought to have known, that DJ intended to ever rely on the backdated documents in any financial remedy proceedings or any settlement with SJ.

2.15 Miss Major has explained that full and frank disclosure outside the court process is optional, not compulsory in divorce cases being negotiated amicably between the parties. DJ and SJ both understood their right to have full disclosure and chose to proceed without it. DJ and SJ had both already given limited informal disclosure of their financial positions.

2.16 Miss Major has explained that the documents were always intended to reflect the true position which DJ and CS had attempted to document previously in 2011. They were never intended to be misleading and in fact did not mislead SJ. She was aware of the existence of these arrangements.

2.17 Miss Major accepts that she served the documents on SJ's solicitors with the Form E and did not state that they had been backdated. She has explained that she relied on Leading Counsel's advice and believed there was no obligation to disclose the backdating but also she was unable to do so due to Legal Professional Privilege. Miss Major has explained she did not intend to mislead anyone.

2.18 Miss Major accepts that neither she nor Leading Counsel later clarified that the documents were backdated prior to or during the First Appointment Hearing. For Miss Major's part, this was based on Leading Counsel's advice not to do so. Leading Counsel was investigated and



prosecuted by the Bar Standards Board and acquitted of allegations of misleading the Court.

2.19 Miss Major has also explained that she understood at the time that disclosure was not required principally because the documents were not created to give a false impression. They recorded the true nature of the historical arrangements which the parties had failed to document years earlier and which SJ was well aware of. If it had been otherwise, the disclosure obligations under Form E would override any privilege against self-incrimination.

2.20 Miss Major accepts with hindsight that her backdating of the documents at DJ's request was an error of judgment. However, it was done with no intention to deceive or mislead.

### **3. Admissions**

3.1 Miss Major makes the following admissions which the SRA accepts:

- a. That on or around 11 December 2015 she amended from 2015 to 2011 the year shown in two documents as follows:
  - i. the loan agreement between DJ and CS;
  - ii. the joint venture agreement between DJ and CS.

When she knew or ought to have known that while those documents related to arrangements put in place in 2011 they had not been signed then. In doing so Miss Major breached Principles 1, 3 and 6 of the SRA Principles 2011.

### **4. Why a written rebuke is an appropriate outcome**

4.1 The SRA's Enforcement Strategy sets out our approach to the use of enforcement powers where there has been a failure to meet our standards or requirements.

4.2 When considering the appropriate sanctions and controls in this matter, the SRA has taken into account the admissions made by Miss Major and the following mitigation which she has put forward:

- a. her conduct was an error of judgment which she regrets
- b. her conduct fell below that expected of a solicitor
- c. she is remorseful
- d. there has been stress and anxiety caused to her
- e. the documents were never intended to be misleading. They were always intended to reflect the true position which the parties had previously attempted to document in an agreement drafted, but not signed, in 2011
- f. SJ was aware of these arrangements and Miss Major's actions did not mislead her about them
- g. there is no dishonesty or lack of integrity on her part



- h. she has accepted full responsibility and made early admission that she made an error of judgment
- i. she relied upon advice from Leading Counsel
- j. she has no previous adverse regulatory history
- k. she has co-operated fully with the SRA's investigation.

4.3 The SRA considers that a Rebuke is the appropriate outcome because:

- a. the conduct showed a disregard for regulatory obligations
- b. the backdating was done with no intention to deceive or mislead
- c. there was no intention to cause harm to any party
- d. the impact caused was low
- e. there is a very low risk of repetition
- f. some public sanction is required to uphold confidence in the delivery of legal services.

## **5. Publication**

5.1 The SRA considers it appropriate that this agreement is published in the interests of transparency in the regulatory and disciplinary process. Miss Major agrees to the publication of this agreement.

## **6. Acting in a way which is inconsistent with this agreement**

6.1 Miss Major agrees that she will not deny the admissions made in this agreement or act in any way which is inconsistent with it.

6.2 If Miss Major denies the admissions or acts in a way which is inconsistent with this agreement, the conduct which is subject to this agreement may be considered further by the SRA. That may result in a disciplinary outcome or a referral to the Solicitors Disciplinary Tribunal on the original facts and allegations.

6.3 Denying the admissions made or acting in a way which is inconsistent with this agreement may also constitute a separate breach of principles 2 and 5 of the Principles and paragraph 7.3 of the Code of Conduct for Solicitors, RELs and RFLs.

## **7. Costs**

7.1 Miss Major agrees to pay the costs of the SRA's investigation in the sum of £1,350 which are due within 28 days of a statement of costs due being issued by the SRA.

The date of this Agreement is 28 June 2023.

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