

Gordon John Sewell

Solicitor

465017

[Agreement Date: 8 January 2024](#)

Decision - Agreement

Outcome: Regulatory issue agreement

Outcome date: 8 January 2024

Published date: 25 January 2024

Firm details

Firm or organisation at time of matters giving rise to outcome

Name: Williamsons Solicitors Limited

Address(es): 45 Lowgate, Hull HU1 1EN

Firm ID: 522081

Firm or organisation at date of publication

Name: Sewell Law Limited

Address(es): Beverley Enterprise Centre, Beck View Road, Beverley HU17 0JT

Firm ID: 815244

Outcome details

This outcome was reached by agreement.

Decision details

1. Agreed outcome

1.1. Gordon Sewell (the Respondent) agrees to the following outcomes of the investigation of his conduct by the Solicitors Regulation Authority Limited ("SRA") under reference number RGC-000011591:

1.1.1 That he is fined £750.00 which applies the SRA's guidance on approach to financial penalties and which has been determined as a



basic penalty based on a percentage of his gross annual income in the most recent tax year prior to submission to the decision maker.

1.1.2 That he pays a contribution towards the SRA's legal costs in the sum of £2,175.00 inclusive of VAT and disbursements within 28 days of receipt from the SRA of a statement of costs due; and

1.1.3 To the publication of this Agreement.

2. Summary of Facts

Background

2.1 The Respondent was admitted as a solicitor on 1 September 2008. At the material times, he was in practice as a solicitor at Williamson's Solicitors (the 'Firm')

2.2 The Firm acted for Client A and B ("the Clients"), in relation to purchase of a residential property (the 'Property'). The owner of an adjacent farm (the 'Farm') to Property X gave an assurance that they would be able to access electricity. The Firm did not advise on whether the conveyance should secure the agreement that electricity will be accessible to Property X and the property conveyance completed on 26 January 2018.

2.3 On 11 December 2018, the Respondent accepted instructions to act for the Clients of the Property following a dispute which had arisen with the owner of Farm in relation to accessing electricity which had become contentious (the 'Dispute').

2.4 The Respondent was informed by the other side's solicitor that he was conflicted and should not act in the Dispute yet he continued to do so. At the court hearing dealing with the Dispute, the presiding Judge commented that there was a clear conflict between the Clients and what they had been told by the Firm.

2.5 Following unsuccessful litigation against the owner of the adjacent farm, Client A and B instructed a professional negligence barrister to pursue the Firm for their involvement in the advice given in relation Property A's conveyance and Dispute. On 23 June 2021, Client A and B's barrister reported his concerns to the SRA.

2.6 The SRA investigation identified that:

2.6.1 the Firm did not make enquiries with the Clients or anyone else as to what arrangements were in place (or needed to be put in place) in order for the electricity supply to be put in place to the Property;

2.6.2 there was no evidence that the Firm had advised the Clients on the matter of the verbal agreement with the Farm owner and, in particular,



the risk of failing to obtain an agreement in writing;

2.6.3 the solicitor with conduct of the conveyance at the Firm emailed the Respondent on 15 January 2020 and stated “[the Clients] agreed to proceed I (sic) the basis that a separate agreement [regarding the electricity supply] had been reached between the seller and the farmer. With hindsight perhaps I should have delved deeper but the clients were adamant it was all sorted”;

2.6.4 there was no file note or other record explicitly showing that the Respondent had considered the issue of potential professional negligence claim against the Firm and/or setting out his reasoning in deciding that he could continue to act on their behalf;

2.6.5 there was no record of the Respondent advising the Clients that they may wish to seek independent legal advice.

2.7 On 30 December 2022 the Respondent wrote a letter to Client B which stated the following:

2.7.1 “Regrettably, the statement signed by you [relied on by the SRA as part of the investigation] is defamatory, and given that it is going to form part of the SRA's submissions to the Adjudicator, the statement will cause the Adjudicator to think less of me because of comments that have been made within the statement, which are not true. This is very serious.”

2.7.2 “...please can you kindly reconsider the statement and confirm whether or not you are prepared to retract the comments about my character. If you are not prepared to do this or do not reply, I will need to consider my position further, including how I deal with the defamatory statements made about me.”

3. Admissions

3.1. The Respondent makes, and the SRA accepts, the following admissions:

- a. On 11 December 2018, he accepted instructions to act on behalf of Client A and B in circumstances in which it was known to him that, in a prior but related instruction, an omission had been made by the Firm which could have given rise to a claim against the Firm by Client A and B, and did not advise Client A and B to take independent legal advice. In doing so he admits that he breached Principles 4 and 6 of the SRA Principles 2011.
- b. Between 11 December 2018 and on around October 2020, he acted on behalf of Clients A and B in circumstances giving rise to an own interest conflict, or a significant risk of an own interest conflict.



3.1.1.1. In so far as the conduct occurred before November 2019, he admits that he breached Outcome 3.4 of the SRA Code of Conduct 2011; and Principles 4 and 6 of the SRA Principles 2011.

3.1.1.2. In so far as the conduct occurred after November 2019, he admits that he breached Paragraph 6.1 of the SRA Code of Conduct for Solicitors, RELs and RFLs; and Principles 2 and 7 of SRA Principles 2019.

- c. On or around 30 December 2022, he wrote to Client B demanding that she retract information provided to the SRA during the course of its investigation into his conduct and made references to potentially taking legal action for defamation if she did not do so. In doing so he admits that he breached Paragraphs 1.2 and 7.5 of the SRA Code of Conduct for Solicitors, RELs and RFLs; and Principles 2 and 5 of the SRA Principles 2019.

4. Regulatory Outcome

4.1. The Respondent agrees that he will not deny the admissions made in this agreement or act in any way that is inconsistent with it.

4.2. If the Respondent denies the admissions or acts in a way which is inconsistent with this agreement, for example, denying the misconduct admitted above, that may result in a disciplinary outcome or a referral to the Solicitors Disciplinary Tribunal on the original facts, concerns and allegations arising from the Notice dated 2 March 2023.

4.3. Denying the admissions made or acting in a way that is inconsistent with this Agreement may also constitute a separate breach of principles 1, 2 and 5 of the Principles contained within the SRA Standards and Regulations 2019 and paragraph 7.3 of the Code of Conduct for Solicitors, RELs and RFLs.

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

4.5. By entering into this Agreement, the SRA confirms that the decision to refer the Respondent's conduct to the Solicitors Disciplinary Tribunal dated 28 July 2023 is overturned.

The date of this Agreement is 8 January 2024.

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