

# The Bar Tribunals & Adjudication Service

The Council of the Inns of Court

## Report of Finding and Sanction

**Case Reference: PC 2023/1761/D3**

Mr Jonathan Edwrad

The Director-General of the Bar Standards Board

The Chair of the Bar Standards Board

The Treasurer of the Honourable Society of: Lincoln's Inn, July 1981.

### Disciplinary Tribunal

#### Mr Jonathan Edwards

1. In accordance with an appointment made by the President of the Council of the Inns of Court contained in a Convening Order dated 19<sup>th</sup> May 2025, I sat as Chairman of a Disciplinary Tribunal on the 12<sup>th</sup> June 2025 to hear and determine five charges of professional misconduct contrary to the Code of Conduct of the Bar of England and Wales against Jonathan Edwards, barrister of the Honourable Society of Lincoln's Inn.

#### Panel Members

2. The other members of the Tribunal were:

Andrew Ward (Lay Member)

Jade Bucklow (Barrister Member)

#### Introduction and Charges

3. The Respondent, Mr Edwards faced 5 charges as follows:

#### Charge 1

### **Statement of Offence**

Professional misconduct, contrary to Core Duty 7 and/or Core Duty 10 and/or rC74.3 of the Bar Standards Board Handbook (version 4.6).

### **Particulars of Offence**

Jonathan Edwards, a practising barrister, on or around dates between January 2021 and June 2021, arranged for a third-party provider to hold his lay client's money and did not take reasonable steps to ensure that the money was held safely and could be recovered and returned to the client. By so doing, he failed to provide a competent standard of service to his client, and/or he failed to take reasonable steps to manage his practice and/or he failed to take reasonable steps to ensure the third-party payment service was consistent with his duty to act competently and in his client's best interests.

### **Charge 2**

### **Statement of Offence**

Professional misconduct, contrary to Core Duty 5 of the Bar Standards Board Handbook (version 4.6).

### **Particulars of Offence**

Jonathan Edwards, a practising barrister, on or around dates between January 2021 and June 2021, arranged for a third-party provider to hold his lay client's money and did not take reasonable steps to ensure that the money was held safely and could be recovered and returned to the client. By so doing, he behaved in a way which is likely to diminish the trust and confidence which the public places in him or in the profession.

### **Charge 3**

### **Statement of Offence**

Professional misconduct, contrary to Core Duty 5 and/or rC8 of the Bar Standards Board Handbook (versions 4.6 to 4.7).

### **Particulars of Offence**

Jonathan Edwards, a practising barrister, behaved in a way likely to diminish the trust and confidence which the public places in him or in the profession, and/or which could reasonably be seen by the public to undermine his integrity when he failed to:

- (a) comply with a court order made by Deputy District Judge Cleal in the County Court at Haverfordwest in claim number 265MC602 on 21 July 2022, which ordered him to pay to a former lay client £3,000 forthwith and £200 by 12 August 2022;
- (b) make the payments required by a court order made by Deputy District Judge Sherlock in the same claim on 3 February 2023, which suspended a warrant of control obtained by the judgment creditor provided he paid £500 per calendar month towards the judgment debt starting on 1 March 2023; and
- (c) engage with the court bailiffs who visited his property and left notices for his attention in an attempt to enforce the warrant of control.

Mr Edwards did not pay the judgment debt until 13 November 2023.

#### **Charge 4**

##### **Statement of Offence**

Professional misconduct, contrary to Core Duty 3 of the Bar Standards Board Handbook (versions 4.7 to 4.8).

##### **Particulars of Offence**

Jonathan Edwards, a practising barrister, failed to act with integrity, in that, from 28 December 2023 to 3 September 2024, in his written responses to the Bar Standards Board's investigation of an allegation that he had committed professional misconduct by failing to pay a judgment debt, he failed to provide a complete and accurate explanation to the Bar Standards Board of the circumstances behind his delayed payment, instead, choosing to provide piecemeal information and an evolving defence to the allegations against him.

#### **Charge 5**

##### **Statement of Offence**

Professional misconduct, contrary to Core Duty 9 of the Bar Standards Board Handbook (versions 4.7 to 4.8).

## **Particulars of Offence**

Jonathan Edwards, a practising barrister, failed to be open and co-operative with his Regulator in that, from 28 December 2023 to 3 September 2024, in his written responses to the Bar Standards Board's investigation of an allegation that he committed professional misconduct by failing to pay a judgment debt, he failed to provide a complete and accurate explanation to the Bar Standards Board of the circumstances behind his delayed payment, instead, choosing to provide piecemeal information and an evolving defence to the allegations against him.

## **Parties Present and Representation**

4. The Respondent was present and was not represented. The Bar Standards Board ("BSB") was represented by Winston Jacob (Counsel).

## **Pleas**

5. The Respondent admitted charge 3 and denied charges 1, 2 4 and 5.

## **Factual background, Submission of No Case and Findings**

6. The Burden of proving these charges falls on the BSB throughout and we cannot find the charges made out unless we are satisfied the BSB has established that their case is more probable than not.
7. The Panel received written evidence contained in a BSB bundle of evidence which includes 2 witness statements and substantial documentation. The Responent had indicated that he did not require either of the witnesses to attend to give oral evidence or be questioned. The Respondent had admitted charge 3 in his written response to the Charges dated the 7<sup>th</sup> March 2025. He denied the remaining charges.
8. The Respondent faced 5 charges of professional misconduct. Charges 1 and 2 as set out above relate to his use of a third-party provider to hold his lay client's money. Charge 3 relates to his failure to comply with court orders and/or to engage with bailiffs. Charges 4 and 5 relate to his responses to the BSB's investigation into his conduct.

9. The panel considered the written witness evidence and associated exhibits. The Respondent indicated that he took no issue with the factual background as set out in the skeleton argument of the BSB at paragraphs 1-22 inclusive. The BSB accordingly took the Panel through the documents and presented the case. The Respondent was also then given an opportunity to address the panel. He did so on oath. He did not wish to challenge the factual nature of the evidence but indicated he wished to make a submission that he had no case to answer pursuant to rE195 in relation to charges 1, 2 4 & 5.
10. The Panel accordingly heard submissions from him. In relation charges 1 and 2 the Respondent submitted that the risk to the money of the client was only small and theoretical and that the presented evidence was insufficient to support the charges. In relation to charges 4 and 5 the Respondent accepted that 'his position had evolved' and that not all his answers to the BSB had been accurate and complete but he did not feel the evidence was sufficient to amount to a failure to act with integrity ( charge 4) or to found a basis for concluding he had not been open or cooperative (charge 5). We heard submissions in response from the BSB.
11. The panel carefully considered whether it could be said the evidence before us was of a nature that justified the case continuing. In particular we asked ourselves whether the evidence we had could be said to be too tenuous or otherwise lacking in strength so that there was in truth no case. The Panel concluded that the evidence was not tenuous at all. It was strong and at least for the purposes of addressing the submission of no case of a sufficient quality to allow us to conclude the case in relation to all the charges should proceed.
12. We then offered the Respondent the opportunity to call evidence or make further submissions. The Respondent briefly repeated some submissions he had made in relation to his submission to no case but declined to call any further evidence.
13. Both parties were given a final opportunity to address the panel with the Respondent having the final say. They declined to do so.
14. The Panel made the following findings as to fact.

15. Mr Edwards is authorised to accept public access work. By a client care letter dated 25.03.2021, he agreed to accept public access instructions from Vladimir Matveev ("VM") to attend a 4-day hearing on 27.04.2021 to 30.04.2021 for a total fee of £4,400.
16. Within the client care letter, Mr Edwards asked VM to pay the £4,400 fee in advance into a *"Trust Account operated by Currency Cloud"*. This was intended to be an escrow account which would retain the money until Mr Edwards' fees were due and could be paid to him. VM duly paid the money into the account via three transfers on 26.03.2021 and 19.04.2021.
17. The 4-day hearing was ultimately adjourned and Mr Edwards' attendance was never required. A dispute arose between him and VM, and Mr Edwards considered his instructions at an end.
18. Mr Edwards issued a claim against VM (claim no. H9QZ7P61) for an order that he was entitled to retain the £4,400 held in the escrow account. That claim was ultimately struck out by the court on 29.10.2021 due to procedural non-compliance by Mr Edwards. In around January 2022, VM issued his own claim against Mr Edwards (claim no. 265MC602), in which he claimed repayment of the £4,400 held in the escrow account. Mr Edwards defended the claim.
19. A small claims hearing took place on 21.07.2022, at which VM and Mr Edwards each represented themselves. During that hearing, Mr Edwards told the Court that the money was still in the escrow account until the Court decided what to do with it. Deputy District Judge Cleal ordered judgment for VM for £3,000 *"payable from the Escrow account forthwith"* plus £200 for expenses, payable by 12.08.2022 .
20. Immediately after the hearing, Mr Edwards told VM that he should send him his bank details so that he could send him the money. VM sent a message a couple of days later but received no response. VM then emailed Currency Cloud to seek payment out of the account directly. Currency Cloud told him that *"we do not work with trusts because we aren't allowed to under the payment regulations"* and subsequently that *"due to our confidentiality obligations towards our clients"* they could not disclose to VM whether his funds had been withdrawn from the escrow account.

21. In around October 2022, VM instructed bailiffs to enforce the judgment debt against Mr Edwards. Following three visits to his property in November 2022, enforcement was unsuccessful. On 08.12.2022, Mr Edwards applied to vary the judgment debt to pay by instalments of £140 per month. On 03.02.2025, DDJ Sherlock ordered that enforcement was suspended so long as Mr Edwards paid £500 per calendar month to the judgment debt.
22. Mr Edwards paid nothing. Therefore, VM again instructed bailiffs to enforce the judgment debt. Following five further visits to his property in March to June 2023, enforcement was again unsuccessful.
23. On 20.05.2023, VM made a complaint to the BSB about Mr Edwards' conduct. On 03.10.2023, the BSB emailed to Mr Edwards its investigation letter and allegation of professional misconduct. On 13.11.2023, Mr Edwards transferred £3,200 plus £640 for interest to VM to settle the judgment debt.
24. The BSB's investigation took an unusual course. Initially, it comprised one allegation of professional misconduct relating to Mr Edwards' failure to pay the judgment debt owed to VM [C35-C36]. After Mr Edwards' written response to the allegation ("the 1<sup>st</sup> Response"), the BSB referred the matter to the Independent Decision-making Panel ("IDP") to consider whether the matter should form charges of professional misconduct.
25. The IDP considered the matter on 24.01.2024. It considered it had insufficient information to decide the matter and therefore referred it back to the BSB to continue its investigation. The BSB asked questions of Mr Edwards and received his response ("the 2<sup>nd</sup> Response") before referring the matter back to the IDP. On 10.04.2024, the IDP considered the matter again. It again referred the matter back to the BSB to continue its investigation.
26. The BSB asked Mr Edwards further questions, to which he responded ("the 3<sup>rd</sup> Response"). The BSB later emailed Mr Edwards comments from VM, to which Mr Edwards provided a further response ("the 4<sup>th</sup> Response"). The BSB asked further questions, prompting a further response ("the 5<sup>th</sup> Response"). On 12.08.2024, the BSB emailed Mr Edwards an amended schedule of allegations, to which Mr Edwards provided a further response ("the 6<sup>th</sup> Response").

27. Following a final consideration of the matter by the IDP, the BSB served the Charges on Mr Edwards. The nature of the escrow account and what happened to VM's funds deposited into it have become clearer during the BSB's investigation into Mr Edwards' conduct.
28. It appears that on 08.01.2021, Mr Edwards signed a deed made between St.Daniel House Ltd, described as "the Trustee Company", ("SDH") and himself ("the Deed"). According to the Deed, SDH provided a bank account with Currency Cloud for Mr Edwards to use as a third party payment service. The Deed states that the account was provided pursuant to "*an Agreement having 23 Clauses*", which does not appear to have been disclosed by Mr Edwards.
29. The Deed states that SDH was to hold sums deposited in the account and standing to the credit of beneficiaries on trust to pay out on receipt of requests made by employees of other companies: St.James House plc ("SJH") or St.Frances House Ltd ("SFH") . By clause 2, the Deed stated that, save as above, SDH would not act as trustee, fiduciary or escrow holder in respect of any residual balances in the account. At the time, Mr Edwards was a director of SFH (since dissolved) and Daniel Pym was a director of both SDH and SFH.
30. The relationship between Mr Edwards, these companies and various other companies referred to in documents he has disclosed to the BSB remains unclear. However, the following matters appear clear:
- (1) Mr Edwards used the Currency Cloud account to deposit his own money as well as money belonging to various public access clients.
  - (2) On 21.05.2021, £15,000 was transferred out of the Currency Cloud account to a recipient described as "Phillite D UK" .
  - (3) On 24.05.2021, Mr Edwards emailed Mr Pym in his capacity as director of SDH complaining of the transfer to a third party (stated to be "Phil Jackson (Pintail)") and stating that all except about £2,000 in the Currency Cloud account belonged to a client, Andrew Moss, who had instructed him to return all of his funds.
  - (4) By subsequent email, Mr Edwards threatened to refer the matter to Currency Cloud and the FCA.



- (5) On 27.05.2021, Mr Edwards emailed Mr Pym again saying that Mr Moss wanted all of his money back and that “Phil Jackson or SDH please replace £15k taken, completely out of order”, “reopen the account to my access please so that I can move all funds in account, mostly to Mr Moss” and “... £2000 approx to go to SJH. Or SFH, or Pintail?”
- (6) On 07.06.2021, £50,000 was paid out of the account to Mr Moss .
- (7) On 10.06.2021, Mr Edwards emailed various individuals whom he described as “members of the Audit Committee and Compliance Committee of ... SJH”, explaining the background as he saw it, and making various complaints. In this email, Mr Edwards suggested that the £15,000 payment out had been procured by Phil Jackson, a shareholder in SJH, because he believed he was owed money. Mr Edwards further suggested that it was highly likely that Mr Jackson had persuaded Christian Russell to transfer the money using Anita Johnson’s login details without her knowledge or consent. SDH had then suspended the account. Mr Edwards asked for the account to be closed and the £15,000 to be transferred to another account, or else he would refer the matter to Currency Cloud and the FCA.
- (8) On 21.06.2021, Mr Edwards emailed VM (who knew nothing of the above matters) an invoice for £4,400 and asked that he agree to Mr Edwards being paid £4,400, upon which “I will then send a copy of emails to Currency Cloud to effect payment”.
31. After this, various negotiations and agreements appear to have been entered into between Mr Edwards and/or various companies. These include an asset sale agreement dated 22.07.2021 to which Mr Edwards was a guarantor , an escrow agreement dated 19.08.2021, a sale and purchase agreement dated 22.07.2022, and a release agreement dated 20.12.2022 to which Mr Edwards was a party.
32. In the 2nd Response, Mr Edwards says that the transfer of the £15,000 out of the account was “a criminal act by an FCA-authorised person” and that litigation had been in prospect. However, litigation was avoided and a settlement was reached whereby Mr Edwards was issued shares in a new company (it appears via the release agreement dated 20.12.2022).
33. Although the relationship between Mr Edwards and the various companies and the reasons for the various agreements being entered into remains unclear, it does appear clear that VM’s funds were transferred out of the escrow account without his or Mr Edwards’ knowledge or consent, they were never returned, and Mr Edwards accepted shares in his own name in place of the return of VM’s money.

34. Charges 1 and 2 allege that Mr Edwards breached Core Duties 5, 7 and 10, and Conduct Rule 74.3 by failing to take reasonable steps to ensure that VM's money was held safely in the escrow account and could be recovered and returned to him.

35. Charge 3 alleges that Mr Edwards breached CD5 and/or rC8 by failing to comply with an order that he pay a total sum of £3,200, failing to comply with an order that he pay £500 per month as a condition of suspending a warrant, and failed to engage with court bailiffs who were attempting to enforce a warrant of control.

36. Charges 4 and 5 allege that, from 28.12.2023 to 03.09.2024, in his written responses to the BSB's investigation into his conduct, Mr Edwards failed to provide a complete and accurate explanation of the circumstances behind his delayed payment and chose to provide piecemeal information and an evolving defence to the allegations against him. The Charges allege that Mr Edwards thereby breached CD 3 (integrity) and CD9.

37. The conduct relied on in the Charges covers a total period from around January 2021 to 03.09.2024. This period of time encompasses versions 4.6 to 4.8 of the BSB Handbook. The relevant Core Duties and Conduct Rules relied on in the Charges have remained the same.

38. Core Duties 3, 5, 7, 9 and 10 state:

*"CD3 You must act with honesty, and with integrity.*

*CD5 You must not behave in a way which is likely to diminish the trust and confidence which the public places in you or in the profession.*

*CD7 You must provide a competent standard of work and service to each client. CD9 You must be open and co-operative with your regulators*

*CD10 You must take reasonable steps to manage your practice, or carry out your role within your practice, competently and in such a way as to achieve compliance with your legal and regulatory obligations."*

39. Conduct Rule rC8 states:

*"You must not do anything which could reasonably be seen by the public to undermine your honesty, integrity (CD3) and independence (CD4)."*

40. Conduct Rule rC74.3 states (where relevant):

*"If you make use of a third party payment service for making payments to or from or on behalf of your client you must: ...*

*.3 Take reasonable steps to check that making use of the service is consistent with your duty to act competently and in your client's best interests."*

41. The BSB Handbook contains guidance on rC74, including the following:

***"gC110***

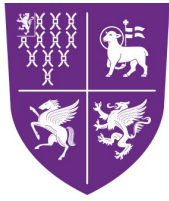
*Considering whether your client will be safe in using the third party payment service as a means of transmitting or receiving funds. The steps you should take in order to satisfy yourself will depend on what would be expected in all the circumstances of a reasonably competent legal adviser acting in their client's best interests. However, you are unlikely to demonstrate that you have acted competently and in your client's best interests if you have not:*

*.1 ensured that the payment service is authorised or regulated as a payment service by the Financial Conduct Authority (FCA) and taken reasonable steps to satisfy yourself that it is in good standing with the FCA;*

*.2 if the payment service is classified as a small payment institution, ensured that it has arrangements to safeguard clients' funds or adequate insurance arrangements;*

*.3 ensured that the payment service segregates client money from its own funds;*

*.4 satisfied yourself that the terms of the service are such as to ensure that any money paid in by or on behalf of the client can only be paid out with the client's consent;*



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*.5 informed your client that moneys held by the payment service provider are not covered by the Financial Services Compensation Scheme.*

### **gC111**

*Unless you are reasonably satisfied that it is safe for your client to use the third party payment service (see rC74.3, gC109 and gC110 above), advising your client against using the third party payment service and not making use of it yourself."*

42. In relation to the meaning of integrity ( for the purposes of Charge 4) we considered the case of *Wingate v SRA* [2018] EWCA Civ 366; [2018] 1 WLR 3969. The case helpfully indicated that: "In professional codes of conduct, 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" (para 97). "Integrity connotes adherence to the ethical standards of one's own profession. That involves more than mere honesty" (para. 100).

43. By way of example, legal professionals should take particular care not to mislead and must be even more scrupulous about accuracy than the general public (*Wingate*, para. 100):

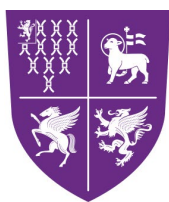
*"... a barrister making submissions to a judge ... will take particular care not to mislead. Such a professional person is expected to be even more scrupulous about accuracy than a member of the general public in daily discourse." (para. 100).*

44. We also had squarely in mind that for a breach of the Handbook to constitute professional misconduct, the misbehaviour must be serious. Behaviour that is trivial, or inconsequential, or a mere temporary lapse, or something that is otherwise excusable or forgivable will not satisfy the test: *Khan v BSB* [2018] EWHC 2184 (Admin), at paras 31-36.

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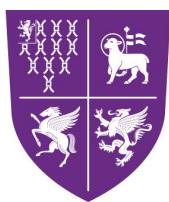
### Charges 1 and 2

45. The Panel found that the evidence clearly indicated that Mr Edwards failed to take reasonable steps to ensure that VM's money was held safely and could be recovered and returned to him for the following reasons:
- a. Mr Edwards entered into a trust deed with a third-party which provided that only the sums standing to the credit of his clients were to be held on trust but did not provide any agreed mechanism for identifying what, if any, sums in the account stood to their credit.
  - b. Mr Edwards mixed his own money with that of at least two lay clients in the same bank account.
  - c. No clear records appear to have been kept by Mr Edwards or SDH as to what money in the account belonged to whom.
  - d. Mr Edwards provided VM with almost no information about the escrow account, beyond describing it as a "*Trust Account operated by Currency Cloud*" [C58]. He did not disclose the Deed to VM or explain the circumstances in which his money would be held or in which it could be repaid to him or paid to Mr Edwards.
  - e. Mr Edwards did not inform VM that moneys held in the account were not covered by the Financial Services Compensation Scheme (see gC110.5).

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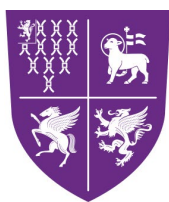
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46. VM had no ability to obtain information about the extent of his money in the account and whether any of it had been transferred out of the account and, if so, by whom, save to the extent Mr Edwards might voluntarily disclose this to him.
47. Mr Edwards appears to have set up the escrow account with companies with which he had personal business dealings and to whom he did, or might have had, financial obligations. This created a clear risk of, and appears to have led to, one of those companies claiming money in the account in satisfaction of an alleged debt. Since Mr Edwards mixed his own money with that of clients in the escrow account, there must always have been a risk of a dispute as to a creditor's entitlement to claim money in the account in satisfaction of a debt.
48. When £15,000 was removed from the account (the vast majority of which appears to have been client funds), Mr Edwards failed to take reasonable steps to recover the money and instead agreed to receive shares in a company in his own name and release the third party from any obligation to repay the client's money. As such, Mr Edwards says he took on a personal obligation to repay VM from his own funds when, he alleges, he did not have the money to do so. He did not report the alleged theft of his client's money to the police or the FCA.
49. Mr Edwards failed to inform VM what had happened to his money at any stage. On 21.07.2022, during a court hearing, he wrongly stated that VM's money remained in the escrow account (WS VM, para. 13 [B2]). He never told VM that his money had actually

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been transferred out of the account. He never gave VM a choice as to whether to pursue the trustee or agree to accept a personal repayment obligation from Mr Edwards instead.

50. In light of the above the Panel consider that the account and arrangements used by Mr Edwards to handle his client's money were clearly not in his client's best interests. He should not have advised VM to use the escrow account . We find that Mr Edwards breached rC74.3. His actions were also a breach of CD5, CD7 and/or CD10.

51. We find charges 1 and 2 proved.

### Charge 3

52. This was admitted. The Panel found charge 3 proved. The evidence demonstrated that he failed to comply with a court order that he repay client funds. He failed to comply with the lesser instalments that were ordered. He failed to engage with bailiffs despite 8 attendances. The background was that, on 21.07.2022, he told a Judge that the money remained in the escrow account, despite knowing that VM's money had been transferred out of the account over a year earlier and never returned. The same day, he asked VM to provide his bank details so that he could pay the debt but then paid him nothing. He only paid the money to VM on 13.11.2023, around 16 months after the judgment and around one month after the BSB emailed him its investigation letter. In evidence it became clear that the Respondent had chosen to prioritise payments to his wife in America over payments required by the Court Order.

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### Charges 4 and 5

53. The Respondent had provided 6 responses to the BSB's investigation. The 1<sup>st</sup> response on the 28.12.13 failed to provide a complete and accurate explanation of the circumstances surrounding his non-payment of the judgment debt due to VM. With each response, Mr Edwards provided piecemeal information and his defence to the allegations against him evolved.

54. We find particularly in relation to his second response ( 29.02.24) that the respondent appears to have provided inaccurate information to the BSB. In that response he said that, when judgment was given against him on 21.07.2022, "[VM's] money was supposedly still in the Currency Cloud account. When I sought to make payment to him however the result surprised and horrified me. The account handler had transferred [VM's] money to a third party" . However, it is clear that, by the date of the judgment, Mr Edwards had known for over a year that the money had been transferred to a third party on 21.05.2021.

55. Indeed we find that It is only as the BSB questioned Mr Edwards' account further that the true position has eventually been revealed. Mr Edwards' approach in responding piecemeal to the complaint and holding back important information has increased the time and resources that have been required on the part of the BSB, the IDP and VM in investigating Mr Edwards' conduct. Mr Edwards' actions are a breach of CD3 (integrity), CD5, CD9 and rC8 (integrity).

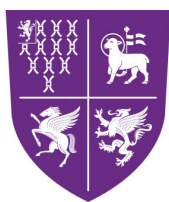
56. We find charges 4 and 5 proved. All the findings were unanimous.

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### Sanction and Reasons

57. In relation to sanctions we heard submissions from the BSB and the Respondent. We were made aware of two previous findings of professional misconduct. We considered carefully all the material put before us including financial information from the respondent and submission by him as to his personal circumstances. We considered the BTAS Sanctions Guidance (Version 6, 2022) ('the Guidance') published by COIC in reaching our conclusions.

58. We had in mind the fundamental principle of sanctioning namely that any sanctions imposed should be proportionate, weighing the interests of the public with those of the practitioner or BSB authorised body. We proceeded on the basis that the sanctions imposed should be no more than is necessary to achieve the purposes set out at paragraph 2.2 of the Guidance.

59. We followed the six step methodology in the Guidance. We determined that the applicable Misconduct Groups were D (Charges 1 & 2), H (charge 3) and L (charges 4 & 5).

60. We considered the seriousness of the conduct by reference to culpability and harm factors both relating to individual groups and those in Annex 2 of the Guidance. In relation to charges 1 & 2 and Group D the Respondent was in a position of trust. The matter involved the misuse of funds although we accepted there was no personal gain. The matters did involve extensive litigation and proceedings were necessary. In the end it took a considerable period of time to recover the money. We found that the misconduct fell in the middle range of seriousness for Group D.

61. In relation to Charge 3 and Misconduct Group H we considered that the misconduct in question was not a mistake but resulted from a deliberate choice made. The non compliance with

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## Report of Finding and Sanction

a court order was a matter we found to be serious and it was relatively longstanding. It did impact the client. Overall we found the conduct to fall in the middle range of seriousness because of the significant culpability of the Respondent.

62. In relation to Charges 4 & 5 and Misconduct group L we found that the lack of integrity and the period of time involved were relevant and that the seriousness fell into the middle range for both charges.

63. In terms of sanction level we determined that for Charges 1 and 2 the relevant range was a high level fine to a suspension of less than 12 months. The same applied for Charge 3. In relation to Charges 4 & 5 the relevant range was a medium to high level fine.

64. We considered an applied aggravating and mitigating factors. In relation to the previous disciplinary findings we did not consider them to be directly relevant to the subject matter before us and they were of some age but we did note that they were serious and so took them into account but only to a very limited degree. We considered the conduct generally had indicated a lack of insight and we noted that the Respondent had not admitted several of the charges or any at the earliest opportunity. We had no references provided to us.

65. We considered the totality principle and determined the final sanctions as follows:

Charge 1 and 2 – We Order that the Respondent be suspended for 2 months for each charge.

Charge 3 - We Order that the Respondent be suspended for 6 months.

In relation to Charges 1, 2 & 3 the suspensions are to run concurrently.

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Charge 4 and 5 – We order that the Respondent pay a fine of £2000.00 on each charge to the BSB

We order that the costs of the BSB are paid by the Respondent in the sum of £2,670.00

**Dated: 25 June 2025**

**Tom Cosgrove KC**  
**Chairman of the Tribunal**

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