

SOLICITORS DISCIPLINARY TRIBUNAL

IN THE MATTER OF THE SOLICITORS ACT 1974

Case No. 12615-2024

BETWEEN:

SOLICITORS REGULATION AUTHORITY LTD

Applicant

and

DAVID BUCKLE

Respondent

Before:

Mrs L Boyce (in the chair)

Ms A Banks

Dr P Iyer

Date of Hearing: 15 – 19 December 2025

Appearances

Ravi Jackson of 3 Verulam Buildings, Gray's Inn, London, WC1R 5NT for the Applicant.

Geoffrey Williams KC, Counsel, of Farrar's Building, Temple, London EC4Y 7BD, for the Respondent.

JUDGMENT

Allegations

1. The allegations against the Respondent, Mr David Buckle, made by the SRA are that, while in practice as a Solicitor and Partner at DMB Law (“the Firm”):
 - 1.1 In or around February 2014, the Respondent made a financial proposal to and entered into an agreement with Mrs A for the development of her property in circumstances where:
 - 1.1.1 There was an own interest conflict or a significant risk of one in that he and/or the Firm had been advising and acting for Mrs A in connection with a previous development proposal in relation to the same property; and/or
 - 1.1.2 He took advantage of a vulnerable Mrs A.

In doing so, the Respondent breached any or all of Principle 2, Principle 3 and Principle 6 of the SRA Principles 2011 (“the 2011 Principles”) and failed to achieve Outcome 3.4 of the SRA Code of Conduct 2011 (“the 2011 Code”).

The facts and matters relied upon in support of allegation 1.1 are set out in paragraphs 14 to 71 of the Rule 12 Statement.

- 1.2 From February 2014 to approximately 2020, the Respondent continued to act where there existed an own interest conflict, or a significant risk of an own interest conflict, in that he and/or the Firm continued to act for Mrs A when the Respondent also:
 - 1.2.1 Invested in and/or had a role in the management of the development of Mrs A’s property;
 - 1.2.2 Loaned monies to Mrs A;
 - 1.2.3 Purchased a property for Mrs A and allowed her to reside in it.

In doing so, the Respondent thereby:

- 1.2.4 Insofar as such conduct took place on or after 6 October 2011 but before 25 November 2019, breached any or all of Principle 2, Principle 3 and Principle 6 of the 2011 Principles and Outcome 3.4 of the 2011 Code.
- 1.2.5 Insofar as such conduct took place on or after 25 November 2019, breached any or all of Principle 2, Principle 3 and Principle 5 of the SRA Principles (“the 2019 Principles”) and Paragraph 6.1 of the Code of Conduct for Solicitors, RELs and RFLs (“the 2019 Code”).

The facts and matters relied upon in support of allegation 1.2 are set out in paragraphs 72 to 129 of the Rule 12 Statement.

- 1.3 Between approximately February 2014 and 2020, the Respondent failed to ensure that appropriate contractual arrangements and/or written documentation were in place in relation to:

- 1.3.1 The development of Mrs A's property;
- 1.3.2 Mrs A's interest in and occupation of a property purchased by the Respondent;
- 1.3.3 Loans made to Mrs A.

In doing so, the Respondent thereby:

- 1.3.4 Insofar as such conduct took place on or after 6 October 2011 but before 25 November 2019, breached any or all of Principle 2, Principle 4 and Principle 6 of the 2011 Principles and Outcome 1.2 of the 2011 Code.
 - 1.3.5 Insofar as such conduct took place on or after 25 November 2019, breached any or all of Principle 2, Principle 5 and Principle 7 of the 2019 Principles.
- 1.4 In the alternative to allegation 1.3, with reference to the same factual matters, in the event that it is determined that the Respondent was acting in a personal capacity and not acting for Mrs A, he took unfair advantage of Mrs A in circumstances where he stood to benefit personally.

In doing so, the Respondent thereby:

- 1.3.4 Insofar as such conduct took place on or after 6 October 2011 but before 25 November 2019, breached any or all of Principle 2 and Principle 6 of the 2011 Principles and Outcome 11.1 of the 2011 Code.
- 1.3.5 Insofar as such conduct took place on or after 25 November 2019, breached any or all of Principle 2 and Principle 5 of the 2019 Principles and Paragraph 1.2 of the 2019 Code.

The facts and matters relied upon in support of allegations 1.3 and 1.4 are set out in paragraphs 130 to 166 of the Rule 12 Statement.

Executive Summary

- 2. Mrs A's late husband purchased Property 1, a substantial family home, in 1967. An equity release mortgage was put in place over the property by the Firm in 2002 to fund medical and assistance costs. Mrs A inherited the property after her husband's death in 2008.
- 3. In or around 2011 Mrs A investigated selling and/or developing and then selling Property 1. In 2012 Mrs A asked Mr Buckle to advise on development proposals that she had commissioned from her own contacts ("the First Development Proposal"). Negotiations, in which Mr Buckle acted for Mrs A, continued. In September 2013 there was a meeting at Property 1, at which Mr Buckle introduced his own builder, Mr Foreman of Alexa Developments, and others to Mrs A. In November 2013, the builder and investor under the First Development Proposal withdrew from the project. By this time, Mrs A had a substantial mortgage to repay and she needed third party funding for the development project to succeed.

4. On or around 19 February 2014 Mr Buckle gave Mrs A a spreadsheet (“the Comparison Document”) which set out a development proposal of his own (“the Second Development Proposal”) and compared it with the First Development Proposal. Mr Buckle advised Mrs A to take independent legal advice on his alternative proposal, which she did, from a Mr Baker, whose only suggestion was that the rent proposed for alternative accommodation which Mr Buckle would buy and Mrs A would occupy was too high. Mr Buckle agreed to be reimbursed for his mortgage interest payments, in lieu of rent.
5. On or around 20 February 2014 Mrs A agreed to proceed with the Second Development Proposal, which was essentially that once Property 1 was fully developed and sold, Mrs A would receive a minimum of £2.2 million from the proceeds. Mr Buckle would finance the development costs, up to a maximum of £1 million, for which he would be reimbursed. The equity release mortgage would be discharged, and Mr Buckle would be entitled to a 50% share of any profit, capped at £500,000. The project would be administered through Mr Buckle’s own companies – DFB for contracting and RKB for financing. There was no retainer letter and there were no written agreements or protections between the parties, beyond the Comparison Document delivered in February 2014.
6. In April 2014 Mrs A moved into Property 2, which Mr Buckle had purchased, in order that the Property 1 development works could begin. No tenancy agreement was signed, and no rent was actually paid. Mrs A lived there for the rest of her life until she passed away in February 2025. Mrs A’s second husband, Mr Lis, continues to reside there.
7. On or around 22 April 2014 plans were discussed to devise new, more ambitious plans for the development and planning permission was subsequently acquired.
8. The development works on Property 1 (“the Project”) did not go smoothly. Works were originally estimated to take 12 months but were still not finished six years later. Costs escalated. Between 2014 and 2020, Mr Buckle recorded, on his Firm’s system, time spent in connection with the Project. In 2015 Mr Buckle began sending Mrs A a monthly allowance and occasional one-off sums to cover living expenses (“the Loans”). This continued until 2020 when the relationship between Mr Buckle and Mrs A broke down, after Mr Buckle submitted records of substantial ‘finance and legal’ costs, nominally payable by Mrs A. At this time, the works to Property 1 were still incomplete.
9. In September 2021 the Firm, on behalf of Mr Buckle in his capacity as director of RKB, wrote to Mrs A seeking over £2 million for build, finance and administrative costs and professional fees in respect of Property 1. Mrs A disputed the claim and made a report to the SRA in November 2021.
10. Property 1 was sold in January 2022 to Rose Cottage Farm Limited Farm Ltd for £2.5 million. Mrs A received approximately £700,000 after costs and repayment of the equity release mortgage. Mr Buckle received nothing in return for his investment and other financial support. Mr Buckle has reported the matter to Kent Police as a fraud, asserting that Mrs A and her associates have conspired to defraud him of significant sums of money.

11. The Tribunal dismissed all the allegations against Mr Buckle. It found that he acted in his personal capacity as a financier in relation to the Second Development Proposal and not as a solicitor. The Tribunal determined that Mrs A was not vulnerable individual and Mr Buckle did not take advantage of her. It concluded that whilst Mr Buckle did undertake periodic work as a solicitor for Mrs A during the period February 2014 – 2020, there was not an own interest conflict or a significant risk of one as Mr Buckle's and Mrs A's interests were aligned. Whilst the Tribunal found that Mr Buckle failed to ensure that appropriate contractual arrangements were in place in relation to the Project, the occupation of Property 2 and the Loans, it did not consider that there was any professional misconduct, because the lack of documentation was to Mrs A's benefit and to Mr Buckle's detriment. The Tribunal also concluded that, when Mr Buckle was acting in his personal capacity, he did not undertake unfair advantage of Mrs A as he supported her financially throughout. Mr Buckle was the only party who suffered loss from the development of Property 1.
12. The Tribunal ordered that the Applicant pay the Respondent costs fixed in the sum of £50,000.00.

Sanction

13. The Tribunal ordered that the allegations against the Respondent be dismissed and therefore no sanction was imposed.

Documents

14. The Tribunal considered all of the documents in the case which included:
 - Rule 12 Statement dated 30 May 2024 [[here](#)]
 - Exhibit DG1
 - The Respondent's Answer and exhibit DMB1 dated 2 October 2024
 - Skeleton Argument on Behalf of the Applicant dated 10 December 2025
 - Submissions on Behalf of the Respondent dated 24 July 2025

Professional Details

15. Mr Buckle was born in February 1949, and was the senior partner of the Firm, having been admitted to the Roll in 1993. His principal practice was in corporate and commercial law and he had a current practising certificate free from conditions. Mr Buckle held, at the time of the conduct alleged, and continued to hold, the roles of Compliance Officer for Legal Practice, Compliance Officer for Finance and Administration and Anti-Money Laundering Officer at the Firm.

Preliminary Application

16. Mr Williams applied for Client A to be referred to in the proceedings as Mrs A, on the basis that it was fundamental to his case that Mrs A was not Mr Buckle's client. He also sought permission that Mr Barker, who was referred to in the case as Mr B, be known as Mr X, for the reason that his initial, B, was the same as Mr Buckle's.

17. Mr Jackson did not raise any objections, and the Tribunal granted the applications in the interests of justice.

Witnesses

18. The written and oral evidence of witnesses is quoted or summarised in the Findings of Fact and Law below. The evidence referred to will be that which was relevant to the findings of the Tribunal, and to facts or issues in dispute between the parties. For the avoidance of doubt, the Tribunal read all of the documents in the case and made notes of the oral evidence of all witnesses. 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. The following witnesses gave oral evidence:

- Ms B Southam
- Mr A Lis
- Mr D Buckle
- Ms G Kanawaty
- Mr K Foreman
- Mr S Reay

Findings of Fact and Law

19. The Applicant was required to prove the allegations beyond 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 the Respondent's right to a fair trial and to respect for their private and family life under Articles 6 and 8 of the European Convention for the Protection of Human Rights and Fundamental Freedoms.

Integrity

With reference to its consideration of integrity, the Tribunal had regards to [Wingate v SRA](#) [2018] EWCA Civ 366

“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”

20. **Allegation 1.1 - In or around February 2014, the Respondent made a financial proposal to and entered into an agreement with Mrs A for the development of her property in circumstances where: (1.1.1) there was an own interest conflict or a significant risk of one in that he and/or the Firm had been advising and acting for Mrs A in connection with a previous development proposal in relation to the same property; and/or (1.1.2) he took advantage of a vulnerable Mrs A.**

20.1 The Applicant's Case

- 20.2 Mr Jackson submitted that at the time the Second Development Proposal was made by Mr Buckle, Mrs A was: (i) an existing client of the Firm; and (ii) had specifically instructed the Firm and Mr Buckle to advise her on the First Development Proposal. This was not disputed between the parties. It was acknowledged that Mrs A had been a client of the Firm since 2005.
- 20.3 The dispute concerned when and whether Mr Buckle's role changed once the Second Development Proposal was submitted to Mrs A. Mr Jackson submitted that Mr Buckle's proposal been mooted at a meeting between the parties in September 2013 or possibly in January 2014, but in any event before the Comparison Document was delivered on or around 19 February 2014.
- 20.4 Mr Jackson also submitted that under that proposal Mr Buckle had a broad role that went beyond investor, that he was the general manager of the Project, to the extent that, in the course of advising Mrs A on the Project, there was an own interest conflict or significant risk of one. As adviser, Mr Buckle owed a duty to Mrs A to act in her best interests. Mr Jackson noted that, as Mr Buckle and Mrs A were counterparties to the Second Development Proposal, it was readily foreseeable that a dispute might arise between them in relation to the development; most obviously in relation to the development costs incurred by Mr Buckle. Indeed, the possibility of such a conflict was implicitly recognised when Mr Buckle advised on the documentation for the First Development Proposal and recommended that written protections be put in place and actively recognised by Mr Buckle at the time of making the Second Development Proposal when he recommended that independent legal advice be sought.
- 20.5 Mr Jackson, relying on [*Dean v Allin & Watts*](#) [2001] EWCA Civ 758, [2001] PNLR 39 at [22], submitted that an implied retainer arose because, on an objective consideration of all the circumstances, an intention to enter into a contractual relationship ought fairly and properly be imputed to the parties, Relevant circumstances included the fact that where such a contractual relationship had existed in the past, it might be more readily inferred that the parties intended to resume that relationship.
- 20.6 Whilst Mr Buckle advised Mrs A to take independent legal advice, that did not obviate the need to comply with Outcome 3.4 of the 2011 Code, which stated that a solicitor must not act if there is an own interest conflict or a significant risk of one. An own interest conflict would arise where a solicitor's duty to act in the best interests of a client in relation to a matter conflicted, or there is a significant risk that it may conflict, with the solicitor's own interests in relation to that or a related matter. Furthermore, the evidence suggested that the advice obtained by Mrs A from Mr Baker was brief and high-level and Mr Buckle made no attempt to ensure that the legal advice given to Mrs A was appropriate and sufficient.
- 20.7 It was submitted that Mr Buckle allowed his independence to be compromised, in breach of Principle 3, did not act with integrity, in breach of Principle 2, did not act in the best interests of Mrs A in breach of Principle 4 and failed to adhere to the higher standards expected of solicitors and breached public trust and confidence, in breach of Principle 6 of the Principles 2011, for the reasons that:

- He was only able to put forward the Second Development Proposal as a result of the information that he had access to in his capacity as Mrs A's solicitor advising on the First Development Proposal;
- Mrs A was vulnerable due to her age, her inexperience in financial and property matters, her precarious financial position and the fact that she had no other option other than to rely upon Mr Buckle as a "lender of last resort";
- Mr Buckle had a conflict of interest in respect of the Second Development Proposal, or at least there was a significant risk of one. Mr Buckle actively appreciated the possibility of such a conflict but, notwithstanding this, continued with the Second Development Proposal, without ensuring that the independent legal advice he had suggested Mrs A take was appropriate and sufficient;
- Mr Buckle recognised that there was a "*profit to be made*" by him under the Second Development Proposal and proceeded to propose the Second Development Proposal, despite the potential conflict of interest he had recognised; and
- The arrangements entered into between Mr Buckle and Mrs A in respect of the Second Development Proposal were undocumented save for the Comparison Document. No written contract of any description was entered into between Mr Buckle and Mrs A and Mrs A therefore did not have the benefit of any contractual protections. This was notwithstanding the fact that: (i) Mr Buckle was an experienced solicitor of 21 years standing by 2014; (ii) the Second Development Proposal was clearly a complex project involving significant sums of money; and (iii) the First Development Proposal was intended to include written contracts between Mrs A and her project partners, drafts of which Mr Buckle reviewed.

20.8 The Respondent's Case

- 20.9 Mr Williams submitted, primarily, that for allegation 1.1 to succeed there had to be a solicitor-client relationship in respect of the Second Development Proposal, which became the Project, as the works to Property 1 proceeded. He stated that, having invited the Tribunal to examine all the contemporaneous evidence, there was no evidence of a formal retainer between Mr Buckle and Mrs A. He concluded that it was therefore necessary to look for a retainer by implication.
- 20.10 Mr Williams acknowledged that the Firm had acted for Mrs A in the past but submitted that there were significant differences in character between his past dealings on behalf of Mrs A and his dealings in respect of the Project. Mr Buckle stated on oath that he knew he could not act as a solicitor in the Project because to do so would give rise to a potential conflict between him and Mrs A. It was for this reason that he insisted Mrs A was advised by another solicitor before going ahead with the Project.
- 20.11 Mrs A and her partner Mr Lis took independent advice from Mr Baker, who was not criticised in these proceedings, in February 2014. They took the Comparison Document to that meeting, and Mr Lis agreed, in oral evidence, that it contained all

the terms of the agreement between the parties. Mr Baker's only advice was that Mr Buckle was asking too much rent for Property 2. Mrs A and Mr Lis returned swiftly to Mr Buckle, who agreed to charge a lower sum, which reflected the mortgage interest payable, in lieu of rent.

- 20.12 Mr Buckle did not advise Mrs A to seek independent legal advice in any matter other than the Second Development Proposal, reflecting that he was on this occasion acting in his private capacity as an investor.
- 20.13 Mr Williams acknowledged that Mr Buckle's evidence was that he had recorded his time on the Firm's systems, but submitted that this was for the purpose of calculating the opportunity costs of the investment, a concept which was acknowledged and explained by Ms Southam, the Forensic Investigation Officer for the Applicant ("the FIO"), as a record of time spent on one project which could not then be spent on another. The Firm never raised a client invoice in respect of these costs. Mr Williams denied that time recording for these purposes was evidence of a professional retainer. He submitted that as there was no retainer, there could be no conflict of interest. In any event, a conflict could only exist where a solicitor's interest was in contradiction to a client's; where interests were the same, as here, there could be no conflict.
- 20.14 On the question of Mrs A's alleged vulnerability, and whether Mr Buckle took advantage of it, Mr Williams asserted that the opposite was true and Mrs A in fact took advantage of Mr Buckle. One of the grounds stated by the Applicant as supporting the notion that Mrs A was vulnerable was her age. Mr Williams submitted that this was an ageist notion, not worthy of further consideration, and in any event Mr Buckle was himself 76 years old. It was also relied upon by the Applicant that Mrs A was inexperienced in property development, but this was countered by the fact that she had the benefit of professional advisers: she was advised by estate agents to develop rather than sell; she was referred for independent financial and legal advice; she had the services of Mr Foreman who was an experienced builder and an impressive witness; she had an architect and an engineer; and she had the support of her partner, Mr Lis. When Mr Buckle was interviewed by the FIO on 23 February 2023, he had made the point that Mrs A had in fact taken advantage of him, not the other way round. Mr Buckle later reported Mrs A and her associates to the Kent Police in respect of a suspected fraud in the development of Property 1.
- 20.15 Mrs A was fully able to give instructions for the Project, as confirmed by the evidence of Mr Buckle, Mr Foreman and Ms Kanawaty. They all summed her up as "*formidable*", and as a person who would not take no for an answer. There was no evidence of Mrs A's financial circumstances and, in any event, the Loans in respect of living expenses assuaged any financial vulnerability that might have existed.
- 20.16 The Tribunal's Findings
- 20.17 The Tribunal found that Mr Buckle's evidence was honest and that it was corroborated by other witnesses. It noted the lengths he had gone to with the provision of documentary evidence in order to assist Ms Southam with her investigation. The Tribunal accepted Mr Buckle's evidence that he was acting in his personal capacity as a financier, and not in his capacity as a solicitor, in relation to the Second Development Proposal.

- 20.18 As Mrs A was unfortunately unable to give evidence, her statement was hearsay evidence which could not be subject to cross-examination, and the Tribunal therefore attributed less weight to it.
- 20.19 The Tribunal agreed that Mr Buckle sent Mrs A for independent legal and financial advice in relation to the Second Development Proposal, which was consistent with his role as acting as financier in relation to the Project. The Tribunal noted that Mr Buckle recorded time on the company timesheets in relation to the Project, but accepted that was in relation to opportunity time costs and did not therefore represent time to be billed in the course of a solicitor-client relationship.
- 20.20 Mrs A was not a client of the Firm in or around February 2014 when the Second Development Proposal was made. Mr Buckle was acting in his personal capacity and as a director of his companies RKB and DFB at the relevant time. Furthermore, the Tribunal determined that Mrs A was not a vulnerable party, as it accepted the evidence of Mr Foreman, Ms Kanawayt and Mr Buckle, all of whom described her as a formidable figure who knew her own mind and had thought through how to best utilise her asset, Property 1. She visited Property 1 frequently during the development works.
- 20.21 The Tribunal found on the balance of probabilities that Allegation 1.1 was not proved.
21. **Allegation 1.2 - From February 2014 to approximately 2020, the Respondent continued to act where there existed an own interest conflict, or a significant risk of an own interest conflict, in that he and/or the Firm continued to act for Mrs A when the Respondent also: (1.2.1) invested in and/or had a role in the management of the development of Mrs A's property; (1.2.2) loaned monies to Mrs A; and (1.2.3) purchased a property for Mrs A and allowed her to reside in it.**
- 21.1 The Applicant's Case
- 21.2 Mr Jackson submitted that Mr Buckle acted for Mrs A in circumstances where there was an own interest conflict, or a significant risk of one arising, in the period from the Second Development Proposal being made until 2020, when the relationship between the parties broke down. He proposed that on an objective analysis, there was an implied retainer between DMB and Mrs A in relation to the Project, for the reasons set out under allegation 1.1.
- 21.3 It was submitted that Mr Buckle effectively project managed the Project on behalf of Mrs A, by reference not only to Mrs A's witness statement, but also by reference to the contemporaneous documentary evidence between 2014 and 2019, which noted, for example, that Mr Foreman would be "*reporting to David*" and evidenced that Mr Buckle was engaged with the design of the development.
- 21.4 Mr Buckle and his colleagues at DMB recorded their time spent on the project in the usual way that they would have done on a matter in which Mrs A had instructed them. In his FIO interview, Mr Buckle suggested that this was done for "*pure convenience*".

- 21.5 In parallel with the Project, Mrs A also instructed Mr Buckle and DMB to act on her behalf and provide assistance in several matters separate to the development, which included:
- Corresponding with Barclays Bank in relation to an outstanding debt owed by Mrs A, in which Mr Buckle expressly stated: *"We are the solicitors for [Mrs A] and have been retained by her for more than 15 years"*;
 - Disputing a demolition levy imposed on the site where Property 1 was located;
 - Representing Mrs A in a dispute with Npower concerning utility bills relating to Property 1, including filing an acknowledgement of service and filing a defence to the claim; and
 - Negotiating payment of fees owed by Mrs A to her doctor.
- 21.6 There was an implied, ongoing retainer between DMB and Mrs A arising from the instructions given by her in respect of these matters and Mr Buckle thereby owed a duty to Mrs A to act in her best interests.
- 21.7 There was a further conflict of interest between Mr Buckle's duty to act in the best interests of Mrs A and his own interests, or at least a significant risk of one, in relation to the undocumented loans granted by Mr Buckle to Mrs A and Mrs A's residence in Property 2. In each of these transactions, Mr Buckle and Mrs A were counterparties with opposing interests, and it was readily foreseeable that a dispute might arise between Mrs A and Mr Buckle in relation to them.
- 21.8 It was submitted that, insofar as Mr Buckle's conduct took place before 25 November 2019 he was in breach of the 2011 Principles and the 2011 Code, as outlined below and, insofar as his conduct took place on or after 25 November 2019, he was in breach of the 2019 Principles and the 2019 Code, as outlined below. It was submitted that Mr Buckle allowed his independence to be compromised, failed to act with integrity, did not act in the best interests of Mrs A and failed to adhere to the higher standards expected of solicitors, thereby breaching public trust and confidence, for reasons that he:
- Took unfair advantage of Mrs A who was a vulnerable client;
 - By financing and managing the Project, advancing loans to Mrs A and purchasing Property 2 for Mrs A to reside in, created a dependency on him by Mrs A. This was demonstrated by contemporaneous email correspondence between Mr Buckle, Mrs A and Mr Lis. For example, on 18 November 2015, Mr Lis emailed Mr Buckle: *"The financial situation is the other major factor contributing to the stress. She has been juggling her finances for some years now. For a while at [Property 1] I was able to make some contribution, I am now limited to a basic state pension. Your very kind help and the £5,000 came in the nick of time and eased the pressure for a short time. But this week one of her cards was declined and another received a default notice... This is caused by historical bills a not by extravagant living. We have been here for 18 months now and have no curtains apart from old nets and bare light bulbs because [Mrs A]*

won't spend money". On 20 November 2015, Mr Lis again emailed Mr Buckle, stating: "Given the desperate state of [Mrs A's] finances, time is not on her side so I'm sure you can imagine what these delays do to the stress levels. Having said that I know how much she appreciates all the support and help that you have given and she trusts you implicitly ... Anyway, I am sorry to have taken up your time, but just reiterate how grateful we are for all your help." Three years later, on 22 October 2018, Mrs A emailed Mr Buckle stating: "*... Just wanted to say "thank you" for the £5,000. It is much appreciated and will make Christmas a lot easier ...*". It was submitted that Mr Buckle allowed his independence to be compromised by creating a dependency on him by a vulnerable client;

- Had a conflict of interest, or at least exposed himself to a significant risk of one, in respect of the Project, the Loans granted to Mrs A which were undocumented and Mrs A's undocumented residence in Property 2;
- Failed to suggest that, after February 2014, Mrs A obtain independent legal advice, e.g. in relation to the Loans and Property 2; and
- Sought to recover substantial costs from Mrs A in circumstances where there was no formal written agreement permitting him to do so.

21.9 The Respondent's Case

21.10 Mr Williams acknowledged that Mr Buckle used an email signature belonging to the Firm when corresponding with others in relation to the Project but submitted that what mattered was the substance and context of what he was saying. He did not describe himself as Mrs A's solicitor in any of those emails.

21.11 Regarding time recording, using his Firm's systems, Mr Buckle's evidence was that he recorded his time for the purpose of calculating the opportunity costs of the investment, as explained by the FIO in her oral evidence. It was submitted that this did not amount to evidence of a professional retainer. As with allegation 1,1, where there was no retainer there could not be a conflict of interest. Mr Buckle's and Mrs A's interests were the same.

21.12 From February 2014 until the parties' relationship broke down in 2020, Mr Buckle did significantly more than he was obliged to do. He funded the development works, paying all the invoices for the Project, as confirmed by Mr Foreman in his evidence. He also made the Loans to Mrs A, at her request, to meet personal expenses which amounted to £337,000 in direct payments and the settlement of credit card debts. He had no obligation to pay these sums but did so based on trust that they would be repaid from the eventual proceeds of sale of Property 1.

21.13 Mr Williams submitted that there was no actual evidence to support the contention that Mrs A was in vulnerable financial circumstances. Mr Buckle was not aware of her financial position, and neither was Mr Foreman or Ms Kanaway.

21.14 Ultimately, Mr Buckle was cheated out of the profit that he and his fellow investors were due to receive under the Second Development Proposal. If there was a conflict of interest, it was conflict to the benefit of Mrs A and to the detriment of Mr Buckle.

Mr Williams proposed and Ms Southam, on behalf of the Applicant, accepted that the First Development Proposal had been 60/40 in favour of the developer, whereas Mr Buckle's agreement was 80/20 in favour of Mrs A.

- 21.15 Mr Williams asked the Tribunal to consider what really happened in relation to Property 1. Mr X appeared on the scene in 2016 and poisoned Mrs A's mind against Mr Buckle. Mr X was a former employee of Mrs A's deceased husband and was a known criminal with a string of offences to his name, as supported by documentary evidence. He offered to give a loan to Mrs A secured over property 2 but it never materialised. By 2020 Mr X had control of Mrs A's affairs and had visited Mr Buckle's ex-wife with threats of violence; he misappropriated £5000 worth of Mr Foreman's equipment by changing the locks on Property 1.
- 21.16 Under the agreement between Mr Buckle and Mrs A, Property 1 needed to be sold for at least £4.5 million for Mr Buckle to realise his profit.
- 21.17 In September 2018, Property 1 was valued independently at £3.5 million. Savills advised a reserve price of £3.7 million as the property stood in June 2019 but that was dismissed out of hand by Mrs A. In July 2019, a Mr Brooks offered £4 million for the property as it stood, as corroborated by the evidence of Mr Reay. Mrs A, however, said in her statement that she had no recall of this offer. Mr Williams reminded the Tribunal that the statement of Mrs A was hearsay and should therefore be given such weight as they felt appropriate. In his submission, this recollection was not plausible.
- 21.18 After Mr Brooks' offer was turned down, Mr X introduced Ashleigh Reading, proprietor of Rose Cottage Farm Limited ("Rose Cottage"), to Mrs A and on 23 June 2021, contracts for the sale of Property 1 for £2.5 million were exchanged, unbeknownst to Mr Buckle, who by this time was locked out of Property 1, both metaphorically and physically. Having exchanged at that price, on 19 August 2021, Rose Cottage agreed a back-to-back sale of the property for £3.9 million. It was not plausible that the value had risen by £1,337,500, equating to a 52% uplift, in two months. In the event, that sale fell through, and Rose Cottage bought Property 1 for £2.5 million in January 2022. The outcome was that Mr Buckle received nothing in return for his investment.
- 21.19 Mr Williams drew the Tribunal's attention to Mr Lis' suggestion, by way of explanation for the increase in value, that Mr Reading had been living in Property 1 and had done £1 million of building work. The Applicant had not, however, adduced any evidence to support that contention, despite being asked to call Mr X and Mr Reading to give evidence. Mr Williams invited the Tribunal to dismiss this explanation on the basis that Mr Lis had shown himself to be a man of selective memory.
- 21.20 Mr Williams invited the Tribunal to conclude that the transaction with Rose Cottage was a sale at undervalue, with the intention of frustrating Mr Buckle's legitimate claims. Rose Cottage subsequently went into administration.
- 21.21 Mrs A took advantage of Mr Buckle by acting fraudulently and dishonestly, which in turn cast doubt on the veracity of Mr Lis' evidence and Mrs A's witness statement. In essence this case concerned a non-dishonest conflict allegation based on an agreement

made 11 years ago, with people who are alleged fraudsters. This should be contrasted with the honest and frank evidence of Mr Reay, Mr Foreman and Ms Kanawaty, which should be accepted in its entirety. The FIO had taken the evidence of Mrs A as a basis for prosecution and the investigation had stopped prematurely, even though Ms Southam had told Mr Buckle that she would get to the bottom of the allegations and the true nature of the relationship between the parties.

21.22 It was not possible for the Applicant to satisfy the civil burden of proof in these circumstances.

21.23 By contrast, Mr Buckle was a man of the highest integrity and of clean character. He reached the rank of squadron leader with the Royal Air Force. His concept of trust was developed during his Service career and it was sad for him that his concept of trust has been misplaced over the course of the Project. His sense of honour had extended to him paying back the other investors even when he had no obligation to do so.

21.24 Mr Williams referred to Mr Buckle's testimonials before the Tribunal, which were highly impressive, and the testimony of Mr Foreman and Ms Kanawaty, all of whom spoke incredibly highly of Mr Buckle. In all the circumstances, the allegation of lack of integrity was entirely baseless.

21.25 The Applicant's Response

21.26 Mr Jackson reiterated that his position was that there was a solicitor-client relationship between Mrs A and Mr Buckle in relation to the Project.

21.27 He also submitted that there was evidence that Mrs A was impecunious, which contributed to her vulnerability and dependency on Mr Buckle, and referred to an email dated 25 November 2013 from Ms Kanawaty to 'Tracy' in which she says, *"Please see below David's response to the lender's concerns: 'The bank statements provided today are not good - £10,000 overdrawn with only state pension and Canada Life pension credits. I was expecting a healthy bank balance not this sort of balance.'"*

21.28 Mr Jackson further reiterated that there was not a sufficient evidential basis to establish a fraud on the part of Mrs A and her associates.

21.29 The Tribunal's Findings

21.30 As determined with regard to allegation 1,1, the Tribunal found that Mr Buckle was acting in his personal capacity as a financier, and not in his capacity as a solicitor, in relation to the Project. In support of this, and in relation to the period 2014 – 2020, Mr Foreman gave straightforward, truthful and credible evidence; Mr Reay gave limited but also credible evidence and Ms Kanawaty, the office manager for the Firm, was honest. She gave an account of her personal relationship with Mrs A and her knowledge, in this capacity, of the Project, whilst accepting that she had limited knowledge of some of the dealings between Mrs A and Mr Buckle. On the other hand, Mr Lis's evidence was not of great assistance to the Tribunal as it often relied on

hearsay. Mr Lis showed himself to have a selective memory and he did not have direct knowledge of some key events during the Project.

- 21.31 The Tribunal nonetheless accepted the Applicant's case that Mr Buckle did undertake work as a solicitor on behalf of Mrs A during this period, in relation to the letters sent by the Firm to Dr Barker, Barclays, Npower and the Local Council.
- 21.32 The Tribunal did not, however, consider that this, or the Loans to Mrs A or the purchase of Property 2 for Mrs A's occupation, gave rise to an own interest conflict or a significant risk of an own interest conflict, because Mr Buckle's interests and Mrs A's interests were aligned at all times in the successful outcome of the development and subsequent sale of Property 1.
- 21.33 The Tribunal found Ms Southam to be an evasive witness. She was robotic, combative at times and omitted to verify all the relevant facts during her investigation, placing undue reliance on the evidence of Mrs A, who could not be subject to cross-examination.
- 21.34 The Tribunal found on the balance of probabilities that allegation 1.2 was not proved.
22. **Allegation 1.3 - Between approximately February 2014 and 2020, the Respondent failed to ensure that appropriate contractual arrangements and/or written documentation were in place in relation to: (1.3.1) the development of Mrs A's property; (1.3.2) Mrs A's interest in and occupation of a property purchased by the Respondent; and (1.3.3) loans made to Mrs A.**

22.1 The Applicant's Case

- 22.2 Mr Jackson submitted that Mr Buckle did not act in the best interests of Mrs A, acted without integrity and thereby breached public trust and confidence by failing to ensure that any contractual documentation was in place in relation to the Project, Mrs A's interest in and occupation of Property 2 and the Loans made by Mr Buckle to Mrs A. This was notwithstanding that Mr Buckle was an experienced solicitor of many years standing, that Mrs A was a vulnerable client, that the transactions were significant and continued over many years.
- 22.3 The desirability of formal contracts between Mr Buckle and Mrs A would have been obvious to Mr Buckle given:
- his extensive experience, the fact that he had actively recognised the possibility of a conflict between his own interests and Mrs A's interests;
 - the fact that the First Development Proposal had been intended to involve written contracts between Mrs A and her partners and Mr Buckle had reviewed them
 - the size and complexity of the development of Property 1;
 - the fact that Mrs A was living in a property owned by Mr Buckle without the protection of a tenancy agreement; and

- the substantial amounts loaned to Mrs A, amounting to more than £300,000
- 22.4 The development of Property 1, and the giving of the Loans continued over many years, between approximately 2014 and 2020, and Mrs A's residence in Property 2 continued until her death in 2025. The effect of not having proper contractual documentation was that Mr Buckle's and Mrs A's rights and obligations were not clearly defined, and Mrs A had no express contractual protections in place. The explanations given by Mr Buckle, which were based on there being a relationship of trust, were not reasonable or proportionate to the circumstances.
- 22.5 It was submitted that, insofar as Mr Buckle's conduct took place before 25 November 2019 he was in breach of the 2011 Principles and the 2011 Code, as outlined below and, insofar as his conduct took place on or after 25 November 2019, he was in breach of the 2019 Principles and the 2019 Code. Mr Buckle failed to act with integrity, in Mrs A's best interests, and to adhere to the higher standards expected of solicitors, thereby undermining public trust and confidence in the solicitors' profession.
- 22.6 The Respondent's Case
- 22.7 With regard to the question of whether Mrs A was prejudiced by the lack of formal documentation in relation to the Second Development Proposal, Mr Williams submitted that such documentation in fact existed, as the agreement between the parties was reduced to writing in the Comparison Document. It was confirmed in oral evidence by Mr Lis that it contained all the terms of the parties' agreement. Those written terms were approved by an independent solicitor, subject to the rent provisions which were immediately amended.
- 22.8 In summary, those terms were, as attested to by Mr Buckle in his witness statement dated 7 March 2025, and not disputed by Mrs A in her statement:
- Mrs A was the owner and developer of Property 1;
 - Mr Buckle was the unsecured financier of the Project and responsible for payment of all bills arising;
 - Mr Foreman was the builder and project manager, working via his company Alexa Developments;
 - Bills would be paid by RKB and/or DFB, companies in which Mr Buckle had an interest, up to a maximum of £1 million;
 - Mrs A would receive at least £2.2 million from the sale of Property 1, which was to rank in priority to payments owed to RKB/DFB;
 - Mrs A was responsible for discharging the equity release mortgage;
 - Mr Buckle's profit was capped at £500,000; and

- Mr Buckle would be reimbursed costs and expenses, including opportunity time costs, but would receive nothing at all unless or until Mrs A had received her £2.2 million.
- 22.9 There was no evidence that Mrs A wanted a written contract and no evidence that Mr Baker advised that she should have one. As the Project continued, it was by way of an oral agreement, on the basis that Mr Buckle trusted Mrs A and believed that she trusted him. Mr Williams submitted that Mr Buckle, and not Mrs A, was the victim; if anyone suffered from the lack of a written contract, it was Mr Buckle, as his rights were not protected. Essentially, unless Mrs A received at least £2.2 million upon the sale of Property 1, Mr Buckle would receive nothing and would potentially be indebted to other investors.
- 22.10 Regarding Property 2, Mrs A had entered into negotiations to purchase it herself but was unable to obtain a mortgage. Mr Buckle was therefore assisting her by buying it as part of his buy to let portfolio and allowing her to occupy it.
- 22.11 The Loans were made at Mrs A's request and for her benefit. If there was any detriment because of the lack of written documentation, it was Mr Buckle's. He never received any repayment for his investments.
- 22.12 The lack of a written contract could not amount to a breach of any SRA Principles in circumstances where Mr Buckle did not have a solicitor-client relationship with Mrs A.
- 22.13 The Tribunal's Findings
- 22.14 The Tribunal found that Mr Buckle did fail to ensure that appropriate contractual arrangements were in place in relation to the Second Development Proposal, the occupation by Mrs A and Mr Lis of Property 2 and the Loans made to Mrs A. Mr Buckle accepted in his evidence that with hindsight he should have had appropriate documentation in place.
- 22.15 The Tribunal did not, however, consider that this situation breached any of the principles or outcomes listed in the allegation, because the lack of contractual agreements in all three matters was to Mrs A's benefit and to Mr Buckle's detriment.
- 22.16 The Tribunal found on the balance of probabilities that allegation 1.3 was not proved.
23. **Allegation 1.4 - In the alternative to allegation 1.3, with reference to the same factual matters, in the event that it is determined that the Respondent was acting in a personal capacity and not acting for Mrs A, he took unfair advantage of Mrs A in circumstances where he stood to benefit personally.**
- 23.1 The Applicant's Case
- 23.2 Mr Jackson repeated his submissions under allegation 1.3 to support the contention that, if it were determined that Mr Buckle was acting in a personal capacity, and not acting for Mrs A, he took unfair advantage of Mrs A in circumstances where he stood to benefit personally. In so doing he was abusing his position by taking advantage of

Mrs A, by failing to act with integrity and by failing to act in a way that upholds public trust and confidence in the solicitors' profession, in breach of the 2011 and 2019 Principles and the 2011 and 2019 Codes. This was notwithstanding that Mr Buckle was an experienced solicitor of many years standing, that Mrs A was a vulnerable client, that the transactions were significant and that they continued over many years.

- 23.3 Mr Jackson countered the suggestion that Mrs A had a plan to deliberately sell Property 1 at an undervalue, to the detriment of Mr Buckle. He said it was not clear whether this allegation was being pursued but, if it was, it was a serious allegation that had to be supported by cogent documentary evidence and yet, whilst the conveyancing files had been disclosed, they had not been put before the Tribunal. Additionally, whilst it had been shown that Mr X had a criminal record, this did not implicate Mrs A in any wrongdoing. Mr Jackson submitted that even if, which was not accepted, Mrs A had been party to a fraud, this was not an answer to the allegation that Mr Buckle took unfair advantage of Mrs A in circumstances where he stood to benefit personally.
- 23.4 Mr Williams confirmed that allegations of fraud were being pursued against Mrs A, Mr X and Mr Lis from 2016 onwards. During Mr Lis' cross-examination, Mr Williams asked the Tribunal to give him a warning against self-incrimination, which was duly administered.
- 23.5 The Respondent's Case
- 23.6 Mr Williams denied that Mr Buckle had taken any unfair advantage of Mrs A for the reasons outlined under allegation 1.3 and submitted that the true situation was that Mrs A, had taken unfair advantage of him.
- 23.7 Mr Buckle had clearly signposted this to the FIO during his interview in February 2023 and it is stated in the FIO's report dated 1 June 2023 that, when he was asked whether he had taken advantage of a vulnerable Mrs A, he had replied, "*No, no I don't. She was taking advantage of me.*"
- 23.8 Notwithstanding financial pressures, Mr Buckle remained committed to the strategy of developing Property 1 for an ultimate sale to everyone's benefit. He went further than he was obliged to do by providing significant financial assistance to Mrs A, in terms of the Loans for living expenses which were never repaid and the purchase of Mrs A's choice of Property 2, which she lived in, but for which she ultimately never paid either rent or reimbursement for Mr Buckle's mortgage interest payments.
- 23.9 The Tribunal's Findings
- 23.10 The Tribunal addressed this allegation, even though it was put in the alternative, on the basis that it had found that Mr Buckle was acting solely in a personal capacity and not as a solicitor.
- 23.11 The Tribunal did not consider that the respondent took advantage of Mrs A. The Second Development Proposal was fair, and the heads of agreement were agreed, as confirmed by Mr Lis in his oral evidence. Mrs A's evidence was hearsay and could

not be tested under cross-examination. The Second Development Proposal was significantly more favourable to Mrs A than the First Development Proposal had been. Mr Buckle would not gain from the Agreement unless Property 1 was sold at a value over £2.2 million, whereas Mrs A had first claim on the proceeds of sale. Mrs A had the benefit of the financing of the development work, was allowed to occupy Property 2 on the basis that the costs of her accommodation were deferred, and Mr Buckle provided her with the Loans to support her in the interim. Mr Buckle was the only one who suffered a loss in this process.

23.12 The Tribunal found on the balance of probabilities that allegation 1.4 was not proved.

Costs

24. Mr Jackson submitted that there should be no order for costs.
25. Mr Williams submitted that his client had been completely exonerated and it was therefore appropriate to seek a reasonable contribution to costs, notwithstanding his acknowledgement of the words of Sir Igor Judge in the matter of [*Baxendale-Walker v Law Society*](#) [2007] EWCA Civ 233. The learned Judge had stated that it might have a “*chilling effect*” on the Regulator if it were to be exposed to the risk of an adverse costs order simply because properly brought proceedings were unsuccessful.
26. The Tribunal gave permission for Mr Williams to upload a further document to the hearing bundle on the question of costs and gave itself and the parties time to consider it. The document contained submissions on behalf of the Respondent which had been sent to the Applicant on a ‘without prejudice save as to costs’ basis in July 2025. The purpose of that document had been to establish that Mr Buckle had a complete defence to the allegations being made against him and that, far from misconducting himself in his dealings with the late Mrs A, Mr Buckle had in fact been the victim of fraudulent conduct by Mrs A and her associates. The submissions stated that the latter would have revealed itself had the matter been properly investigated by SRA, and there was no public interest in their further pursuing a matter that had no merit.
27. Mr Jackson acknowledged that the Tribunal might wish to consider the costs position, given the Applicant’s failure to substantiate allegations, but reminded it that the Applicant, as regulator, bore a deeper responsibility to investigate breaches than in an ordinary civil action, in order to uphold the values of the profession. Mr Jackson submitted that the case had been properly brought and that each allegation had a sufficient evidential basis. It was not the Applicant’s fault that although Mrs A had been alive at the time the decision had been taken to refer the matter to the Tribunal, her evidence had subsequently become hearsay and accordingly carried less weight. Mr Jackson accepted that the submissions made in July 2025 summarised the respondent’s case before the Tribunal but asserted that the proceedings had nonetheless been properly brought on the basis that the arguments had to be tested in oral evidence.
28. Mr Williams referred to the Respondent’s schedule of costs, in summary form, dated 8 December 2025 in which the sum of £200,518.00 was claimed. He reiterated that the Applicant had a duty to keep this matter under review, which it had failed to do.

29. The Tribunal was reminded of its jurisdiction pursuant to Rule 43(4) SDPR.
30. In assessing costs the Tribunal took account of the fact that: (i) the matter had been poorly investigated; Ms Southam had not investigated matters as fully as was required and had been evasive in her oral evidence; (ii) the allegations had been poorly drafted; (iii) the Applicant should have reviewed the case when Mrs A died and her evidence was reduced to hearsay; (iv) the Applicant should have again reviewed the case when it received the Respondent's submissions in July 2025 and (v) the Applicant's ultimate failure to substantiate its allegations. Whilst it noted that the proper starting point was no order as to costs, in all the circumstances the Tribunal determined that it was reasonable and proportionate that costs in the sum of £50,000.00 be paid to Mr Buckle.

Statement of Full Order

31. The Tribunal ORDERED that the allegations against DAVID BUCKLE, Solicitor, be DISMISSED. The Tribunal further ORDERED that the Applicant pay to the Respondent the costs of and incidental to this application and enquiry, fixed in the sum of £50,000.00.

Dated this 19th day of January 2026

On behalf of the Tribunal

L. Boyce

L. Boyce
Chair