

SOLICITORS DISCIPLINARY TRIBUNAL

IN THE MATTER OF THE SOLICITORS ACT 1974

Case No. 12796-2025

BETWEEN:

SOLICITORS REGULATION AUTHORITY LTD

Applicant

and

MARK GRENVILLE DAVIES

Respondent

Before:

Mr M N Millin (in the chair)

Mr G Sydenham

Mr C Childs

Date of Hearing: 27 May 2026

Appearances

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

JUDGMENT ON AN AGREED OUTCOME

Allegations

1. The allegations against the Respondent, Mark Grenville Davies, made by the SRA were that, whilst practising in partnership and subsequently as a sole practitioner at Bennett Richmond Solicitors (“the Firm”) he:
 - 1.1 From June 2022 to April 2023, made or allowed to be made improper withdrawals in a sum equal to or less than £13,740.00 from five client matter ledgers, resulting in a minimum shortage on the Firm’s client account for that sum and in doing so breached any or all of Principles 2, 4 and 5 of the SRA Principles (‘the Principles’), Paragraph 4 of the SRA Code of Conduct for Solicitors, RELs and RFLs (‘the Code for Solicitors’) and Rules 4.3 and 5.1 of the SRA Accounts Rules 2019 (‘SRA AR’).
 - 1.2 Failed to replace the minimum cash shortage outlined at allegation 1 promptly, or at all, and in doing so breached any or all of Principles 2 and 5 of the Principles and Rule 6.1 of the SRA AR.
 - 1.3 Between October 2012 and July 2022, failed to notify the executors of the Firm’s costs on four probate matters prior to transferring funds from the Firm’s client to office account, and in doing so:
 - 1.3.1 in so far as the conduct took place before 25 November 2019, breached any or all of Principles 2 and 6 of the SRA Principles 2011 (‘the Principles 2011’), Outcome 11.1 of the SRA Code of Conduct 2011 (‘the Code 2011’) and Rules 17.2 and 20.1 of the SRA Accounts Rules 2011 (‘the SRA AR 2011’); and
 - 1.3.2 in so far as the conduct took place on or after 25 November 2019, breached any or all of Principles 2, 4 and 5 of the Principles, Paragraph 1.2 of the Code for Solicitors and Rules 4.3 and 5.1 of the SRA AR.
 - 1.4 From December 2015 to April 2023, he caused or allowed the Firm to overcharge the estates of Client D and Client E by £9,624.98 and £9769.13 respectively, and in doing so:
 - 1.4.1 in so far as the conduct took place before 25 November 2019, breached any or all of Principles 2, 4, 6 and 10 of the Principles 2011; and
 - 1.4.2 in so far as the conduct took place on or after 25 November 2019, breached any or all of Principles 2, 4, 5, and 7 of the Principles and Paragraph 4.2 of the Code for Solicitors.
2. In addition, allegations 3 and 4 were advanced on the basis that the Respondent’s conduct prior to 25 November 2019 was dishonest. Dishonesty was alleged as an aggravating feature but was not an essential ingredient in proving the allegations.
3. Mr Grenville Davies admitted all the allegations, including that his conduct had been dishonest prior to 2019 and had acted in breach of Principle 4 after 2019.

Professional Details

4. Mr Grenville Davies, born in June 1957, was a solicitor who was admitted to the Roll in October 1985. He was a partner at the Firm from 2 May 2000 until 22 July 2020. The partnership ceased in 2019 when his co-partner passed away.
5. From 2 July 2015 to 22 July 2020, Mr Grenville Davies was the Firm's Compliance Officer for Legal Practice (COLP) and, from 18 November 2019, when the Firm started trading as a recognised sole practice, he was the Firm's sole manager, COLP, Compliance Officer for Finance Administration (COFA) and Money Laundering Reporting Officer (MLRO).
6. The Firm predominantly dealt with conveyancing, probate, family, and private client matters. Mr Grenville Davies did not hold a practising certificate at the time of the hearing, following an intervention into the Firm following a decision of the Adjudication Panel on 13 June 2023.

Documents

7. The Tribunal had before it the following documents: -
 - Rule 12 Statement and Exhibit JD1 dated 25 June 2025
 - Statement of Agreed Facts and Proposed Outcome dated 18 May 2026 by the Respondent and 21 May 2026 by the Applicant

Background

8. Mr Grenville Davies' conduct came to the attention of the Applicant following a self-referral on 1 June 2023. The referral was prompted by his health which had been deteriorating from February 2022, and which had left him unable to manage the Firm. His absence created operational problems, including a lack of qualified personnel and the potential withdrawal of the Firm's overdraft facility by HSBC. Whilst the Firm's online banking could be accessed by both Mr Grenville Davies and a bookkeeper, only Mr Grenville Davies could authorise certain payments.
9. At the time of intervention, the firm held multiple client and office accounts, with client accounts generally in credit and sufficient on their face to meet liabilities, although one office account was overdrawn.
10. Following the self-referral, the Applicant commenced a forensic investigation in June 2023. Initial reviews of the firm's accounts, including reconciliations in May and June, did not immediately reveal shortages. However, Mr Grenville Davies disclosed that he had engaged in improper billing practices when the firm's overdraft was nearing its limit, allowing transfers from client to office account to avoid exceeding that limit.
11. During a recorded interview in November 2023, Mr Grenville Davies admitted further misconduct, including overcharging clients and failing to provide invoices to executors in probate matters. The investigation concluded with a forensic report issued on 13 December 2023.

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

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

Findings of Fact and Law

13. The Applicant was required to prove the allegations on the balance of probabilities. The Tribunal had due regard to its statutory duty, under section 6 of the Human Rights Act 1998, to act in a manner which was compatible with the Respondent's rights 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.
14. The Tribunal reviewed all the material before it and was satisfied on the balance of probabilities that the Respondent's admissions were properly made.
15. The Tribunal considered the Guidance Note on Sanction (11th edition – February 2025). In doing so the Tribunal assessed the culpability and harm identified together with the aggravating and mitigating factors that existed. The Tribunal determined that Mr Grenville Davies had made full and frank admissions of dishonesty, breaches of the Accounts Rules and misconduct, and that his motivation had been to avoid his Firm's overdraft facility being breached. The Tribunal further determined that he had fraudulently raised or caused to be raised invoices which were not equitable to work undertaken. This caused harm to the Firm's clients who were the true beneficiaries in probate proceedings. The Tribunal noted that Mr Grenville Davies had been represented in the proceedings and when making admissions.
16. The Tribunal found Mr Grenville Davies' culpability to be extremely high and was satisfied that his conduct was deliberate, and that ordinary and decent people would consider his actions to have been dishonest.
17. The Tribunal determined that the only appropriate and proportionate sanction, agreed by the parties, was to strike Mr Grenville Davies off the Roll. The Tribunal noted Mr Grenville Davies' poor health, but this had not been advanced as an exceptional circumstance sufficient to make striking off a disproportionate sanction. Accordingly, the Tribunal approved the proposed sanction.

Costs

18. The parties had agreed no order as to costs on the basis that Mr Grenville Davies had been declared bankrupt by an order dated 11 September 2025. This was in accordance with the principle that a Tribunal should not make an order for costs where it is unlikely ever to be satisfied on a reasonable assessment of the respondent's current or future circumstances Barnes v SRA Ltd [2022] EWHC 677 (Admin).

Statement of Full Order

19. The Tribunal ORDERED that the Respondent, MARK GRENVILLE DAVIES, Solicitor, be STRUCK OFF the Roll of Solicitors and it further ORDERED that there be no order for costs.

Dated this 1st day of June 2026
On behalf of the Tribunal

M N Millin

M N Millin
Chair

CASE NO: 12796-2025

BEFORE THE SOLICITORS DISCIPLINARY TRIBUNAL
IN THE MATTER OF THE SOLICITORS ACT 1974 (as amended)
AND IN THE MATTER OF:

SOLICITORS REGULATION AUTHORITY LIMITEDApplicant

- and -

MARK GRENVILLE DAVIESRespondent

STATEMENT OF AGREED FACTS AND PROPOSED OUTCOME

1. By its application dated 25 June 2025 and the statement made pursuant to Rule 12(2) of the Solicitors (Disciplinary Proceedings) Rules 2019 which accompanied that application, the Solicitors Regulation Authority Limited ("**the SRA**") brought proceedings before the Solicitors Disciplinary Tribunal, making four allegations of misconduct against Mark Grenville Davies ("**the Respondent**").

The Allegations

2. The allegations against the Respondent, made by the SRA within that statement, are that, whilst practising in partnership and subsequently as a sole practitioner at Bennett Richmond Solicitors ("the Firm") he:

Allegation 1

From June 2022 to April 2023, made or allowed to be made improper withdrawals in a sum equal to or less than £13,740.00 from five client matter ledgers, resulting in a minimum shortage on the Firm's client account for that sum.

In doing so, the Respondent breached any or all of Principles 2, 4 and 5 of the SRA Principles ("**the Principles**"), Paragraph 4 of the SRA Code of Conduct for Solicitors, RELs and RFLs ("**the Code for Solicitors**") and Rules 4.3 and 5.1 of the SRA Accounts Rules

2019 (**'SRA AR'**).

Allegation 2

Failed to replace the minimum cash shortage outlined at allegation 1 promptly, or at all.

In doing it is alleged that the Respondent breached any or all of Principles 2 and 5 of the Principles and Rule 6.1 of the SRA AR.

Allegation 3

Between October 2012 and July 2022, failed to notify the executors of the Firm's costs on four probate matters prior to transferring funds from the Firm's client to office account.

Insofar as the conduct took place before 25 November 2019, it is alleged that the Respondent breached any or all of Principles 2 and 6 of the SRA Principles 2011 (**'the Principles 2011'**), Outcome 11.1 of the SRA Code of Conduct 2011 (**'the Code 2011'**) and Rules 17.2 and 20.1 of the SRA Accounts Rules 2011 (**'the SRA AR 2011'**).

Insofar as the conduct took place on or after 25 November 2019, it is alleged that the Respondent breached any or all of Principles 2, 4 and 5 of the Principles, Paragraph 1.2 of the Code for Solicitors and Rules 4.3 and 5.1 of the SRA AR.

Allegation 4

From December 2015 to April 2023, caused or allowed the Firm to overcharge the estates of Client D and Client E by £9,624.98 and £9,769.13 respectively.

In doing so, it is alleged that the Respondent, insofar as the conduct took place before 25 November 2019, breached any or all of Principles 2, 4, 6 and 10 of the Principles 2011.

Insofar as the conduct took place on or after 25 November 2019, breached any or all of Principles 2, 4, 5, and 7 of the Principles and Paragraph 4.2 of the Code for Solicitors.

In addition, for any conduct prior to 25 November 2019, allegations 3 and 4 are advanced on the basis that the Respondent's conduct was dishonest. Dishonesty is alleged as an aggravating feature of the Respondent's misconduct but is not an essential ingredient in

proving the allegation.

Admissions

3. The Respondent admits all of the allegations and breaches that are applicable to each, as well as his conduct prior to 25 November 2019 being dishonest in respect of allegations 3 and 4.
4. The SRA has considered the admissions made and whether these admissions and the outcome proposed in this document, meet the public interest having regard to the gravity of the matters alleged. For the reasons explained in more detail below, and subject to the Tribunal's approval, the SRA is satisfied that the admissions and outcome do satisfy the public interest.
5. The SRA and Respondent invite the Tribunal to approve this Agreed Outcome on this basis. The Parties consider that, in all of the circumstances, the proposed Agreed Outcome represents a proportionate outcome to the proceedings which is in the public interest.

Agreed Facts

6. The following facts and matters, which are relied upon by the SRA in support of the allegations set out within paragraph 2 of this statement, are agreed between the SRA and the Respondent.
7. References to certain individuals and entities have been anonymised as per the attached schedule.

Professional Details

8. The Respondent, who was born on June 1957, is a non-practising solicitor having been admitted to the Roll on 15 October 1985.
9. From 2 May 2000 until 22 July 2020, the Respondent was a partner at the Firm, albeit the partnership actually ceased in 2019 when the Respondent's co-partner passed away.
10. From 2 July 2015 to 22 July 2020, the Respondent was the Firm's Compliance Officer for

Legal Practice ('COLP') and, from 18 November 2019 when the Firm started trading as a recognised sole practice, he was the Firm's:

- 10.1. sole manager;
- 10.2. COLP;
- 10.3. Compliance Officer for Finance Administration ('COFA'); and
- 10.4. Money Laundering Reporting Officer ('MLRO').

Allegations 1 and 2

11. The conduct in this matter came to the attention of the SRA following a self-referral from the Respondent on 1 June 2023, which subsequently led to an intervention into the Firm and a Forensic Investigation taking place.
12. The Firm operated an online banking facility which could be accessed by the Respondent and the Firm's bookkeeper. The Firm had an overdraft facility of £85,000.
13. During the investigation, the Forensic Investigation Officer ('FIO') was informed by the Respondent on her first visit on 8 June 2023 that he had been improperly billing on client matters when the Firm's overdraft facility was nearing its limit of £85,000.
14. The FIO reviewed five matters (for Clients A, B, C, D and J), including relevant ledgers, cashbook and bank statements and could evidence £13,740 of improper transfers, between 29 June 2022 to 28 April 2023, on each of those matters.
15. This improper billing, for purported work that had not been undertaken by the Respondent, allowed monies to be transferred from client to office account, thereby avoiding the overdraft facility being breached.
16. The Respondent accepted that the improper billing would necessarily lead to a cash shortage figure for the total of the invoices, which the Respondent did not replace at all, and that the conduct would breach the Solicitors Accounts Rules.
17. The five client matters, for which the Respondent had conduct, related to probate matters, with the funds on client account relating to the estates of deceased persons for distribution to the relevant beneficiaries as part of the estate administration.

18. The Respondent did not send the invoices to the paying party prior to the transfer of funds, meaning that the opportunity for the invoices to be questioned was lost.

19. The Respondent accepts that:

- 19.1. He had conduct of Clients A to E's matters for the relevant time;
- 19.2. The monies held on client account were funds held on behalf of clients or those entitled to the funds of the estate;
- 19.3. An invoice was required in order to transfer monies from client to office account;
- 19.4. The value of those invoices did not equate to the value of work that was properly chargeable on each client matter;
- 19.5. When the invoices were raised, he was aware that the purported work, to justify the value of the invoices, had not been undertaken on the clients' matters;
- 19.6. The invoices being raised were therefore improper, and led to a minimum cash shortage of £13,740 that he did not replace promptly or at all;
- 19.7. He did not send the invoices to the paying party, and did not have instructions to transfer the monies from client to office account, which consequently depleted the Firm's client account without there being proper reason;
- 19.8. That the transfer of monies from client to office account benefited the Firm, and therefore the Respondent, by avoiding its overdraft facility being breached.

20. The Respondent admits that he breached any or all of Principles 2, 4 and 5 of the Principles, Paragraph 4 of the Code of Conduct for Solicitors and Rules 4.3, 5.1 and 6.1 of the SRA AR.

Allegation 3

21. The Firm was instructed on four matters (for Clients A, B, C and D) to resolve outstanding probate issues and the administration of the relevant estates. The Respondent was the solicitor with conduct of these matters for all of the relevant time.

22. Between October 2012 and May 2023, a period of over a decade, the Respondent raised 47 invoices on these 4 matters but did not provide the invoices, nor any other notification of costs, to the executors.

23. The 47 invoices were for a cumulative total of £47,290.25.

24. The Respondent accepts that when he raised, or caused to be raised, each of the invoices that:
- 24.1. The value of the invoices being raised was not equitable to the work undertaken on the relevant matter;
 - 24.2. By raising the invoices, monies could be transferred from client to office account;
 - 24.3. That the monies being held on client account related to the administration of the relevant estates, including the distribution of monies to beneficiaries;
 - 24.4. That the executors of the relevant estates would not know the value of invoices due to the invoices not having been sent to them, and could not question them.
 - 24.5. That the executors would not be aware that the estate funds were being reduced by the transfer of funds from client to office account, and had not given instructions for monies to be used to settle the invoices.
25. The Respondent admits that he breached Outcome 11.1 of the 2011 Code, Principles 2 and 6 of the 2011 Principles, and Rules 17.1 and 20.1 of the SRA AR 2011 and in so far as such conduct took place on or after 25 November 2019, he breached Principles 2, 4, and 5 of the Principles, Paragraph 1.2 of the Code and Rules 4.3 and 5.1 of the SRA AR.
26. The Respondent also admits that his conduct prior to 25 November 2019 was dishonest.

Allegation 4

27. The Respondent was named as the executor for the estates of Clients D and E. As such, whilst the requirement for him to provide invoices to executors was nullified, the invoices' quantum still needed to be appropriate to the work undertaken.
28. An independent costs' draftsman reviewed the matters of Clients D and E. Client D's estate had 16 invoices raised against it, for a total of £15,620 and Client E's estate had 11 invoices raised against it, totalling £12,269.51.
29. The costs' draftsman determined that the estates, between December 2015 and April 2023, had been overcharged by £9,624.98 (Client D) and £9,769.13 (Client E) respectively.

30. During the interview with the FIO, the Respondent explained that, in general, when he prepared invoices, there was a large amount of 'guesswork' in calculating the amount, and that the amount may also include some future work.
31. The Respondent accepts that when he raised, or caused to be raised, the invoices against the estates of Clients D and E:
- 31.1. He had not reviewed the client matters to determine whether any costs could properly be claimed and, if so, whether the costs claimed were appropriate;
 - 31.2. That both estates were straightforward, and funds on client account were due to the estates' beneficiaries;
 - 31.3. That Client D's estate was a low-value estate, and was insolvent from mid-2016;
 - 31.4. No work had been completed on Client D's matter since July 2016, but invoices had been raised after that date;
 - 31.5. That, as the executor of the estates, further immediate scrutiny of the invoices would not be undertaken by a third party;
 - 31.6. That the invoices allowed the Firm to benefit as monies could be transferred from client to office account and dissipated, depriving those properly entitled to them.
32. The Respondent admits he breached Principles 2, 4, 6 and 10 of the Principles 2011 and, insofar as such conduct took place on or after 25 November 2019, he breached Principles 2, 4, 5, and 7 of the Principles and Paragraph 4.2 of the Code for Solicitors.
33. The Respondent also accepts that prior to 25 November 2019, his conduct was dishonest.

Non-Agreed Mitigation

34. The following mitigation, which is not agreed by the SRA, is put forward by the Respondent.
35. The Respondent qualified in 1985. Until these proceedings, he has not had adverse findings either by the SRA or the Legal Ombudsman.
36. The Respondent has cooperated fully with the SRA at all stages of the investigation and subsequent disciplinary enforcement proceedings. He has been open, demonstrated insight and provided open admissions.

37. The intervention into the Firm, and the subsequent investigation leading to these proceedings, was initiated by the Respondent's self report to the SRA and he takes full responsibility for his actions.
38. The Respondent's poor health has played its part in these events. He suffered a stroke in February 2022 and was diagnosed with heart failure. These impacted on his ability to work as effectively as he had. He experienced profound fatigue.
39. Historically, the Respondent was brought into an existing partnership by two senior partners. At its peak, the Firm had five partners including the Respondent. However by a succession of premature deaths and resignations, the Firm was reduced to two partners. There had been negotiations for over a year for the acquisition of the Firm when the Respondent's partner died in 2019. Unable to complete a disposal of the Firm by himself the Respondent became a sole practitioner, and took on roles of COLP and COFA as a consequence, roles he was not suited for. He has experienced feelings of inadequacy and isolation.
40. Since the intervention, the Respondent's marriage has irretrievably broken down and he and his wife are separated.
41. By the time of its closure, the Firm had been in existence, in its various forms, and had had a presence in the town, for over 100 years. Staff had been long serving and loyal and in doing what he did the Respondent felt obligations towards the Firm, its staff and clients. He had good relations with many clients established over years. These were significant drivers in attempting to keep the Firm going in the face of financial reality. The Respondent fully understands that he should not have acted the way he did notwithstanding this now. His personal earnings from the Firm were very modest in keeping with a firm that was not functioning well, and his actions were never motivated by personal financial gain.
42. The Respondent feels deep shame and profound remorse. He finds it difficult to articulate the acute sense of failure that hangs over him and that will be with him for life.

Penalty proposed

43. It is proposed that the Respondent should be struck off the Roll of Solicitors.
44. By an order of 11 September 2025, the Respondent was declared bankrupt. It is, therefore,

further agreed that there should be no contribution by the Respondent to the SRA's costs of this matter.

Explanation as to why such an order would be in accordance with the Tribunal's sanctions guidance

45. The Respondent has admitted dishonesty, against numerous persons, and that the conduct was sustained and repeated over a number of years. He was an experienced solicitor, a manager at the Firm, and therefore responsible for compliance at the Firm and had direct control of or responsibility for the circumstances giving rise to the misconduct. The Respondent's culpability for his actions was accordingly high

46. The Solicitors Disciplinary Tribunal's "Guidance Note on Sanction" (10th edition), at paragraph 47, states that:

"The most serious misconduct involves dishonesty, whether or not leading to criminal proceedings and criminal penalties. A finding that an allegation of dishonesty has been proved will almost invariably lead to striking off, save in exceptional circumstances (see Solicitors Regulation Authority v Sharma [2010] EWHC 2022 (Admin))."

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

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

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

(c) In deciding whether or not a particular case falls into that category, relevant factors will include the nature, scope and extent of the dishonesty itself, whether it was

Sensitivity: General

momentary ... or over a lengthy period of time ... whether it was a benefit to the solicitor ... and whether it had an adverse effect on others..."

48. With reference to allegations 1 and 2, due to the Respondent's actions:

- 48.1. monies were dissipated away from those who were the true beneficiaries;
- 48.2. this was conduct undertaken to benefit the Respondent by improving the financial position of the Firm.

49. In respect of allegation 3, for over a decade and on numerous occasions, the Respondent knowingly failed to provide financial information to those who should have received it. By his actions he benefited himself, and disadvantaged beneficiaries.

50. In respect of allegation 4, the Respondent allowed two estates to be overcharged, one by approximately four times the appropriate amount.

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

52. Accordingly, in all the circumstances it is proportionate and necessary for the protection of the public and the reputation of the legal profession that the Respondent should be struck off the Roll of Solicitors.

...
LEGAL REPRESENTATIVE
For and on behalf of the SRA

Dated: 21 May 2026

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Dated: 18th May 2026

Mark Grenville Davies
Respondent in these proceedings