SOLICITORS DISCIPLINARY TRIBUNAL

IN THE MATTER OF THE SOLICITORS ACT 1974 | Case No. 12859-2025

BETWEEN:

SOLICITORS REGULATION AUTHORITY LTD | Applicant

and

MARK FEELY | Respondent

Before:

Mrs L Boyce (in the chair)
Mr J Abramson
Mrs S Gordon

Date of Hearing: 22-23 April 2026

Appearances

Nicholas Hill, Counsel, Outer Temple, The Outer Temple, 222 Strand, London, WC2R 1BA for the Applicant

Jonathan Goodwin, Solicitor Advocate, 69 Ridgewood Drive, Pensby, Birkenhead, Wirral CH61 8RF for the Respondent.

JUDGMENT

Allegations

The allegations against Mark Feely ("the Respondent"), made by the Applicant are set out below and relate to when the Respondent was in practice as a Solicitor and Partner at David Barney & Co.

1. When acting for Client A in a transfer of property X, the Respondent failed to provide Client A with any or adequate information regarding the terms of his instruction and client care arrangements, or advice on the transaction.

   And in doing so breached any or all of the following:

   a) Paragraph 3.2 of the Code of Conduct for Solicitors, RELs and RFLs ("the Code of Conduct"). You ensure that the service you provide to clients is competent and delivered in a timely manner.

   b) Paragraph 3.4 of the Code of Conduct. You consider and take account of your client's attributes, needs, and circumstances.

   c) Paragraph 8.6 of the Code of Conduct. You ensure they are in a position to make informed decisions about the services they need, how their matter will be handled and the options available to them.

   d) Principle 2 of the SRA Principles 2011 ("the Principles"). You act in a way that upholds public trust and confidence in the solicitors' profession and in legal services provided by authorised persons.

   e) Principle 7 of the Principles. You act in the best interests of each client.

   PROVED

2. When acting for Client A on the transfer of Property X (which is also the subject of allegation 1), the Respondent communicated with or through JR and took instructions on aspects of the transaction from JR, who is Client A's son and the transferee on the transaction.

   And in doing so, breached any or all of the following:

   a) Paragraph 3.1 of SRA Code of Conduct. You only act for clients on instructions from the client, or from someone properly authorised to provide instructions on their behalf.

   b) Paragraph 3.2 of the Code of Conduct. You ensure that the service you provide to clients is competent and delivered in a timely manner.

   c) Principle 2 of the Principles. You act in a way that upholds public trust and confidence in the solicitors' profession and in legal services provided by authorised persons.

   d) Principle 7 of the Principles. You act in the best interests of each client.

Manifest incompetence was alleged as an aggravating factor with respect to allegations 1 & 2 above but was not an essential ingredient in proving the allegations.

NOT PROVED

Executive Summary

3. The Respondent was admitted to the Roll of Solicitors on 2 December 2002. The Respondent was at all material times, and remains, a partner of David Barney & Co.

4. The conduct giving rise to these proceedings came to the attention of the Applicant on 1 June 2023, when Client A, a former client of the Respondent, reported concerns regarding the Respondent's conduct of a property transaction between Client A and his son, JR. The transaction involved the transfer of Client A's home, Property X, into JR's sole name. Property X was Client A's only asset and his residence.

5. Following an investigation by the Applicant, allegations were brought against the Respondent that he had failed to provide Client A with any or adequate information regarding the terms of his instruction and client care arrangements, or advice on the transaction. And further that when acting for Client A on the transfer of Property X, the Respondent communicated with or through JR and took instructions on aspects of the transaction from JR.

6. The Tribunal found Allegation 1 proved on the basis that the Respondent had provided Client A with inadequate information regarding the terms of his instruction and client care arrangements and advice on the transaction. Allegation 2 and the allegations of manifest incompetence were dismissed.

7. The Tribunal ordered that the Respondent be Reprimanded.

Sanction

8. The Tribunal ordered that the Respondent be Reprimanded. The Tribunal's reason on Sanction can be found [Here].

Documents

9. The Tribunal reviewed all the documents submitted by the parties, which included (but was not limited to):

- Rule 12 Statement and Exhibit BA1 dated 16 October 2025.
- Respondent's Answer to the Rule 12 Statement dated 15 December 2025.
- Applicant's Statement of Costs dated 15 April 2026.
- Respondent's Statement of Means dated 31 March 2026.

Preliminary Application

10. The Applicant applied to amend Allegation 1 by removing a comma from the final part of the allegation in order to avoid any potential ambiguity. The allegation, as originally drafted, read:

> *"Allegation 1 – When acting for Client A in a transfer of property X, the Respondent failed to provide Client A with any or adequate information regarding the terms of his instruction and client care arrangements, or advice on the transaction."*

11. The application was not opposed. On behalf of the Respondent, it was confirmed that the allegation had always been understood in the manner intended by the Applicant, namely that the phrase "*any or adequate*" qualified both "*information regarding the terms of his instruction and client care arrangements*" and "*advice on the transaction*," and that the comma was not intended to create a separate standalone element of the allegation.

12. The Tribunal noted that the application was unopposed and was satisfied that the proposed amendment was a sensible drafting correction intended to remove potential ambiguity before findings were made in respect of the allegation. The Tribunal was further satisfied that the amendment did not alter the substance of the allegation and caused no prejudice to the Respondent.

13. Accordingly, the application was granted, and Allegation 1 was amended to read:

> *"Allegation 1 – When acting for Client A in a transfer of property X, the Respondent failed to provide Client A with any or adequate information regarding the terms of his instruction and client care arrangements or advice on the transaction."*

Background

14. The Respondent was admitted to the Roll of Solicitors on 2 December 2002. The Respondent was, at all material times and remains, a partner of David Barney & Co.

15. The conduct in this matter came to the attention of the Applicant, when on 1 June 2023, Client A reported concerns about the Respondent's conduct of a property transaction between Client A and his son, JR. The transaction was in relation to Client A's home, Property X, being transferred to JR's sole name. Property X was Client A's only asset and his residence.

16. In summary Client A complained that the Respondent never offered or gave him any legal advice during the property transaction, did not provide any documentation to him in relation to the transaction and failed to confirm his identity and health.

17. The transaction in issue was brought to the Respondent's attention by an email from Client A's son, JR, on 19 January 2020. The Respondent was known to JR, who had instructed the Respondent in the past on numerous other commercial transactions.

> "*…I have a personal situation to sort, and I would be grateful if you could help/advise/act for me. My father is getting old and has recently be registered disabled, he owns a smallholding which has a couple of grand left on the mortgage, he moved out about 8 months ago and is now renting a bungalow a couple of miles away.*

> *The plan is for my father to gift the smallholding to me; I then need to do a title split as we need to refurbish the house and there are some outbuildings that can be converted to accommodation units once we get the planning.*
>
> *The issue is there is a charge on the property with NatWest bank.*
>
> *…*
>
> *Can you let me know what you think and how you can help."*

18. On 2 September 2020 JR sent an email to Client A copying in the Respondent with the subject title "*...gift"*:

> "*Hi Dad, Please meet Mark, Mark please meet* [Client A] *(my dad). As discussed please say hi to each other, Mark I have a solicitor (Maria Shultz) who is dealing with the title split and…deed transfer but my dad needs someone to represent him throughout this process, basically my dad is gifting the farm to me, there is a very small mortgage (about 2K outstanding and a charge from Natwest bank from a loan about 10 years ago, I will loan my dad the funds to pay off the charge and the mortgage in the form of a loan agreement.*
>
> *I will send an email to* [JR's solicitor] *copying you both in to get the ball rolling and sort out formal introductions.*
>
> *Dad - Mark will need to verify who you are etc so he can act on your behalf."*

19. Client A replied later the same day, saying to the Respondent: "*…if you require any info, please let me know"*

20. On 11 September 2020, the Respondent emailed JR and Client A stating: -

> "*…I hope you are all well, sorry for my extremely late reply, the property market has gone*
> *bonkers, so much so I am not taking on any new matters, and I haven't done that before in my 20 year career!!!*
> *How are we doing on this one* [JR] *do I need to do anything at the moment or is your solicitor preparing the documents for me to advise* [Client A] *on?"*

21. JR, who was not the Respondent's client, replied with an update that he was "*waiting for the surveyor* [JR's surveyor] *to amend the title plan splits"* (of Client A's registered land). JR said that he would hope to provide an update on Monday and asked for confirmation if the Respondent needed anything from Client A. The Respondent replied on 14 September: "*Nothing at this stage."*.

22. On 23 October 2020, the Respondent received an email from JR's solicitor: -

> "*Please find attached draft Transfers for your comments, subject to your client's instructions.*
> *Please confirm your client's state of health and ability to enter into the transaction.*
> *There are two charges on the property (see attached register). There is a discharge of the charge to Natwest pending at the Land Registry, but not for the*

Barclays charge. We understand from our client that your father has recently made his last mortgage payment, and we would be grateful for confirmation that this is also now going to be discharged at the Land Registry.
We look forward to hearing from you."

23. The Respondent took no action upon receipt and was therefore chased by JR on 18 November 2020. On 24 November 2020 JR sent an email to his own solicitor that was seemingly intended to be sent to the Respondent:

> "*Morning Mark,*
> *I hope your well and not to stressed!*
> *Have you had a chance to look at the papers? If you are to busy to do this please let me know and I will find someone else, I appreciate you are extremely busy and this is a nonpriority compared to most of your workload.*
> *I don't want to add more pressure to you by chasing it up all the time, I really appreciate your help with this, we have a very good relationship, I know your a good man as well as a good solicitor and over the years you and your team have been amazing. If it helps, I can find someone else to get this done ASAP, it won't affect our relationship if*
> *I do this, I just need to get it done. My dad is high risk from COVID, god for bid what the outcome would be if he caught it, so I am a bit paranoid that we have started the renovation of the farm before we have transferred the deeds and finalised paperwork.*
> *Can you let me know the best way to move this forward and a timescale or if it's better for me to use someone else…"*

24. Later the same day JR's solicitor replied to that email adding the Respondent into the recipients so that the Respondent would have had sight of JR's email originally intended for him. JR's solicitor provided three revised Transfers in response to that email.

25. JR's solicitor chased the Respondent again on 1 December 2020. The Respondent replied on 15 December 2020. At this stage he had not had any (or any substantive) direct email, telephone or in person contact with Client A at all. He emailed JR's solicitor at 17:59:

> "*…Apologies for the delays from my end. I am sending out to my client the 6 TP1s for signing, can I also check please are we using all of the plans from your email of 23/10 as well to go with the TP1s, or am I ignoring those plans and using just the ones in the email of 6/11?"*

26. On 17 December 2020, and seemingly absent a response, the Respondent emailed JR at 16:47: "*…Would you mind getting Maria to answer the below please matey."*

27. JR's solicitor replied at 17:08: "*Apologies, it's been a bit manic here, these are the plans you need."* The Respondent replied the same day: "*No need to apologise I get you; I am so burnt out so badly need the break now ☹ thank you, I will get them all out to the client."*

28. On 21 December 2020 at 10:59 JR emailed the Respondent (copying in Client A):

> "*I have posted you and* [JR's solicitor] *… identical copies of the forms signed and witnessed by my dad and me as I was in Wales on Saturday, we have also initialled the plans. These should be with you tomorrow* [22 December 2020], *please let me know if you need anything else, the forms are not dated.*"

29. The Respondent replied to JR (with Client A in copy) at 11:11 on 21 December 2020: "*Perfect, good effort. OK for my records can you send me over your ID please and give me a call later today on* [number] *so I can release the forms to* [JR's] *solicitor.*"

30. It was not disputed that, at that stage of the transaction, the Respondent had neither spoken to nor taken instructions directly from Client A. The Respondent had not provided Client A with any information regarding his client care arrangements, nor had he confirmed, as requested by JR's solicitors, Client A's state of health in the context of his capacity to enter into the transaction.

31. At that stage, the Respondent had also not reviewed the detail of the proposed transaction, including the gift, any associated agreements, the proposed title split and the charges registered against the title. Nor had he provided Client A with advice in relation to the plans, the proposed transaction, or the registered charges.

32. By this stage of the transaction, the Respondent's involvement had been limited to sending the TR1 transfer forms to Client A following communication from JR, the proposed transferee of Property X under a transfer for no consideration.

33. The events of 21 December 2020 were central to the Applicant's case and were the subject of a factual dispute between the parties. Client A's evidence was that "*…throughout the legal transaction, I never received any phone calls or advice from* [the Respondent]. *I am 110% sure and certainly have no recollection that I ever received a call from Mark on 21 September* [sic] *2010, I say this because I have never received any calls from Mark. I had never spoken to him on the phone until long after matter finished. If I had spoken with* [the Respondent] *and he gave me proper advice, I would not currently be in the situation that I am in.*"

34. The Respondent maintained that he spoke to Client A by telephone at 2.15 pm on 21 December 2020 and provided what he described as advice in "standard terms". Whilst, by the time of the hearing, the Respondent was unable to recall the specific detail of the conversation, he stated that he would have had a general discussion with Client A to ensure that he understood the nature of the transaction and the effect of signing the transfer documentation. Following the telephone call, the Respondent made a contemporaneous manuscript note on one of the TR1 forms recording: *"MF spoke to* [Client A's first name] *...21/12 2:15pm".*

35. At 15:32 on 21 December 2020, JR's solicitor emailed the Respondent asking for his view as to when the last day the transactions could complete was and enquiring whether 23 December might be possible. At 15:43 the Respondent replied, "*I see no reason why not….*"

36. On 21 December at 22:31 JR's solicitor replied to the Respondent asking: "*Have all the charges been cleared on the property now, or do* [sic] *hold DS1*[1]*s?"*

37. On 21 December 2020, JR's solicitors emailed the Respondent seeking clarification regarding the charges registered against the title. The Respondent did not respond substantively to that enquiry but, on 22 December 2020 at 11.02 am, forwarded the email to JR, stating, "*Hello mate. What are the charges Maria is asking about and for how much?."*

38. JR replied at 11:35 "*I assume* [she]*...means the 20k Natwest charge for a loan my dad had in 2011, this has been cleared/settled by Natwest, there was also a charge for the mortgage company Barclays who have now been settled. Barclays released the farm deeds, and these are with me as my dad did not want them sent directly to him."*

39. The Respondent replied, "*OK let me see what the Title is saying at the Land Registry"* before, having checked the title after 11:35am on 22 December 2020, emailing again "*Title is clear as attached, maybe she has an old Title, I will send to her today."*

40. The Respondent emailed JR's solicitors with the title on 22 December 2020 at 16:14. The Respondent received the various documents on 22 December 2020, and he agreed with JR's solicitor to date the various documents on 23 December 2020. The Respondent emailed JR and Client A (in copy) later that day: "*We have completed the Transfers today."*

41. On 4 March 2021, the Respondent emailed Client A explaining that JR's solicitor "*…missed a plan for you to sign, I have attached here can you print it off please sign anywhere on it and send back to me please."* Also on 4 March 2021, the Respondent emailed JR to commiserate on the death of his mother. He said that he had sent a plan to Client A "*…in case he calls you at all."*

42. In February 2023, solicitors acting for Client A in civil litigation between JR and Client A contacted the Respondent to enquire about the transaction. The Respondent stated on 23 February 2023: "*...I did assist [Client A] in the Transfer Of Equity; there is no formal file as it was never the intention to charge for the assistance given. I note there must be emails missing but cannot currently locate them. I had no concern at the time of advising* [Client A] *as to the legitimacy of the transaction nor the capacity of* [Client A] *to enter the agreement with his son.*"

43. Having been made aware of the civil litigation between JR and Client A the Respondent wrote to the SRA on 10 March 2023 to self-report citing "*…a possible breach due to lack of procedures followed on a matter"*.

Allegation 1

44. The first allegation was that the Respondent failed to provide Client A with any (or adequate) information regarding the terms of his instruction and client care

[1] A DS1 form being an official HM Land Registry document to release a registered mortgage or charge from a property.

arrangements, or advice on the transaction when acting for Client A in the transfer of property X.

45. Mr Hill, for the Applicant, noted that this allegation was admitted by the Respondent on a limited basis. The Respondent accepted that "…*the written client-care documentation and advice provided to Client A were insufficient and fell below my usual high standards. More detailed written confirmation of the retainer and fuller written advice should have been provided to Client A."*

46. Mr Hill submitted that the Respondent's admission understated the nature of the misconduct. He contended that the evidence established an absence of both a written retainer and any written advice. Accordingly, he submitted that the Respondent's assertion that fuller written advice should have been provided was inaccurate, as it implied that some written advice had in fact been given, whereas the Applicant's case was that none had been provided.

47. Mr Hill submitted that, even on the Respondent's own account, any advice given in what he described as "standard terms", any confirmation of Client A's instructions, or any explanation of the nature and effect of the transfer on 21 December 2020 came plainly and obviously too late. By that stage, Client A had already signed the transfer documentation without having received any advice and, as the Respondent knew, had done so under JR's supervision. Any conversation occurred only after the signed documentation had been returned to the Respondent. In those circumstances, it could not meaningfully be said that the Respondent had taken Client A through documents that had already been executed.

48. Moreover, the documentation had been signed and returned on the basis that no further action was required. The alleged conversation took place so late in the process that the transaction was, in substance, *fait accompli*. The opportunity to address the matters that should properly have been considered and advised upon had already passed. According to Mr Hill, those were matters with which the Respondent ought to have engaged at a much earlier stage, had he engaged properly with his client at all.

49. Mr Hill submitted that the obviously inadequate nature of the Respondent's conduct was demonstrated by a number of factual matters that were either undisputed or could not reasonably be disputed. Even on the Respondent's own account, he provided no written information whatsoever regarding the terms of his retainer or his client-care arrangements. Nor did he take the basic step of verifying Client A's identity, notwithstanding that proper advice and representation required him to do so.

50. Mr Hill maintained that, before advising on a transaction of this nature, the Respondent was required to satisfy himself as to Client A's state of health and ability to enter into the transaction. This issue had been expressly raised by the solicitor acting on the other side, yet the Respondent made no enquiries of Client A and obtained no information on the point. In addition, having agreed to act, the Respondent failed to progress the matter in a timely manner, with lengthy periods during which no substantive action was taken.

51. Even if the Tribunal were to accept the Respondent's account that some advice was provided on 21 December 2020, that advice was said to have come far too late. By then the transfer documentation had already been signed and returned. Furthermore, the

Respondent's own email correspondence suggested that any proposed discussion was intended to be brief and perfunctory rather than a substantive exercise in advising a vulnerable client on the consequences of gifting his home and land. The Respondent's role was an important one and could not properly be treated as a mere formality. As Mr Hill observed, drawing on the principles discussed in *Royal Bank of Scotland Plc v Etridge* [2001] *UKHL 44, [2002] 2 AC 773*, the provision of independent legal advice in such circumstances served a critical protective function.

52. The Applicant therefore contended that the basic level of competence expected of a solicitor was absent and cited resultant breaches of the Code of Conduct and the Principles.

53. Mr Hill submitted that the services provided to Client A were neither competent nor timely. The Respondent failed to engage with the transaction in any meaningful way until the final stages and, even on his own account, any advice given came only after the relevant documentation had already been executed. The Respondent did not open a file, obtain any identification, or take instructions from Client A. The Respondent did not provide Client A with a client care letter or other documentation confirming the nature of the instructions or transaction, provide any legal advice in relation to the significant risks inherent in transferring his major asset into the sole name of JR. Accordingly, the Applicant alleged that the Respondent had acted in breach of paragraph 3.2 of the Code[2].

54. Mr Hill further submitted that the Respondent failed to ascertain, and therefore failed to take into account, Client A's particular attributes, needs, and circumstances. Client A was an elderly and disabled individual proposing to transfer his home and farm to his son for no consideration. Despite the obvious significance of those matters, and despite concerns expressly raised by the solicitor acting on the other side of the transaction regarding Client A's health and ability to enter into the transaction, the Respondent made no meaningful enquiry into those issues. It was therefore submitted that he acted in breach of paragraph 3.4 of the Code[3].

55. The Respondent was also said to have failed to ensure that Client A was in a position to make informed decisions about the services he required, the manner in which the transaction would be conducted, or the options available to him. On the Respondent's own case, his only substantive communication with Client A occurred after the transfer documents had already been signed. By that stage, Client A had not been placed in a position to make informed decisions about the transaction or to consider alternative courses of action. Mr Hill therefore submitted that the Respondent had acted in breach of paragraph 8.6 of the Code[4].

56. Mr Hill submitted that the Respondent's conduct cited under Allegation 1 also constituted a breach of Principle 2 of the Principles which required the Respondent to act in a way that upheld public trust and confidence in the solicitors' profession and in

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[2] Which required the Respondent to ensure that the service he provided to Client A was competent and delivered in a timely manner.
[3] Which required the Respondent to consider and take account of Client A's attributes, needs and circumstances.
[4] Which required the Respondent to ensure that Client A was in a position to make informed decisions about the services he needed, how his matter would be handled and the options available to him.

legal services provided by authorised persons and Principle 7 of the Principles Which required the Respondent to act in the best interests of each client.

57. Mr Goodwin, for the Respondent, submitted that the Respondent had adopted a realistic and measured position in relation to Allegation 1. The Respondent admitted the allegation insofar as he accepted that there were deficiencies in his client care documentation, onboarding arrangements, and record-keeping in relation to Client A's matter. He acknowledged that, in these respects, his conduct fell below the professional standard he would ordinarily expect of himself.

58. Mr Goodwin emphasised however, that this was not a case in which no information or advice was provided and the distinction between inadequate advice and no advice was said to be all important.

59. Mr Goodwin submitted that the evidence relied upon by the Applicant did not support a complete absence of information or advice. An email sent by Client A in September 2020 demonstrated that he knew of the Respondent's involvement and was actively participating in the process. Mr Goodwin submitted that the evidence sat uneasily with any suggestion that matters were proceeding entirely without Client A's knowledge. Likewise, the Respondent's manuscript note of 21 December 2020 recorded a telephone conversation which he conducted with Client A. The Respondent accepted that this was not a full attendance note, but the absence of a fuller note is not proof that the conversation never occurred or that no advice was given. The note was made contemporaneously and was said to represent evidence that a telephone call did take place as the Respondent maintained.

60. The second allegation advanced by the Applicant was that, in the course of acting for Client A in relation to the transfer of Property X, the Respondent communicated with, or through, JR and accepted instructions concerning aspects of the transaction from him.

61. JR was Client A's son and the proposed transferee under the transaction. The Applicant maintained that the Respondent should have recognised that it was inappropriate to communicate with, or accept instructions from, JR in those circumstances and should not have relied upon any instructions received from him.

62. The email correspondence relied upon was said to reflect that JR instigated the instruction of the Respondent to act on behalf of Client A and that he continued to provide instructions to the Respondent throughout the transaction, whilst copying Client A into some of the emails. The Respondent also corresponded solely with JR in relation to certain aspects of the transaction.

63. Client A was clear in his evidence that the telephone call which the Respondent claimed took place on 21 December 2020 did not occur. The Applicant maintained that there was no evidence that the Respondent sought or obtained instructions directly from Client A, or that he verified with Client A the instructions he had received from JR on his behalf.

64. If the Respondent accepted instructions from JR, he was required to satisfy himself that JR was properly authorised to provide instructions on Client A's behalf. The Applicant maintained that there was no evidence that the Respondent took any steps to establish

whether JR had such authority, nor that he obtained any formal authority permitting him to act on instructions from, or correspond with, JR on Client A's behalf.

65. Mr Hill submitted that when the Respondent eventually engaged with the documentation provided by JR's solicitor—almost two months after it had been sent to him—a query arose concerning the details of the title split. It was said that the Respondent's approach to resolving this issue was noteworthy, as he did not contact Client A, seek his instructions, or even keep him informed. Instead, the Respondent emailed JR, asking him to chase his solicitor for a response, rather than dealing directly with his client.

66. Mr Hill further noted that there was only one item of correspondence within the bundle in which the Respondent communicated directly with Client A without involving JR. This occurred after completion of the transaction, when the Respondent wrote to Client A seeking his signature on an amended property plan. Even then, the Respondent addressed Client A by his middle name in error and informed JR that he was emailing Client A before doing so.

67. By contrast, there was evidence of the Respondent relying upon JR both for instructions and for the provision of documentation. This included matters relating to the nature of the gift, the title split and charges affecting the property. Mr Hill submitted that, given the risks and obvious concerns inherent in the transfer of a valuable property for no consideration at the direction of the beneficiary, the paucity of direct client communications and supporting documentation was particularly striking.

68. The Applicant alleged that the Respondent thereby breached Paragraph 3.1[5] and 3.2[6] of the Code of Conduct and Principles 2 and 7 of the Principles.

69. The Respondent denied Allegation 2, categorically rejecting the assertion that he took instructions from JR on matters requiring Client A's authority or decision-making during the transaction. The Respondent's position was that JR's involvement was limited to facilitating the practical aspects of the transaction. He further maintained that JR was independently represented by his own solicitors, with whom the Respondent communicated when necessary.

70. Mr Goodwin invited the Tribunal to dismiss Allegation 2 in its entirety. He submitted that the evidence relied upon by the Applicant did not establish that the Respondent had taken instructions from JR in place of Client A. In support of that submission, he referred to the September 2020 email correspondence, which he contended demonstrated Client A's active participation in the transaction. He also relied upon the direct communication between the Respondent and Client A during their telephone call in December 2020, which, he submitted, was inconsistent with any suggestion that the Respondent was taking instructions from JR rather than from Client A. Further, he submitted that the signed TP1 documents and accompanying plans, which had been

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5 Which required the Respondent to only act for clients on instructions from the client, or from someone properly authorised to provide instructions on their behalf.

6 Which required the Respondent to ensure that the service he provided to clients is competent and delivered in a timely manner.

independently witnessed, were wholly inconsistent with a client who had been excluded from the process or deprived of involvement in the transaction.

71. The Tribunal was invited to assess the reliability of Client A's evidence in light of the objective evidence before it. Mr Goodwin submitted that the medical evidence confirmed that there was no history of mental incapacity, a position which Client A himself accepted. Likewise, the social worker's report before the Tribunal contained no indication of incapacity and, indeed, recorded that Client A was capable of operating an online business. Client A also remained the sole director of a company and continued to deal with commercial matters, including those involving overseas entities.

72. Mr Goodwin submitted that this evidence sat uneasily with any suggestion that Client A was incapable of understanding or managing his affairs. He contended that age alone was not synonymous with vulnerability and that the evidence demonstrated that Client A remained capable of dealing with significant business and commercial matters.

73. Mr Goodwin further submitted that the timing of Client A's complaint to the Applicant was a relevant consideration. The complaint was not made until June 2023, approximately two and a half years after completion of the transaction and arose in the context of deteriorating relations between Client A and JR and the ensuing civil litigation. Whilst delay did not, of itself, invalidate a complaint, it was a factor to which the Tribunal could properly have regard when assessing the reliability of recollections and any subsequent reconstruction of events.

74. Mr Goodwin submitted that Client A's evidence should be approached with caution. He characterised it as frequently confused, at times combative and often moving from an absence of recollection to a positive assertion that an event had not occurred. He submitted that such evidence did not provide a secure foundation upon which serious findings of fact could safely be made.

75. Finally, Mr Goodwin invited the Tribunal to exercise caution in relation to the civil pleadings relied upon by the Applicant. He submitted that those documents constituted hearsay and had been prepared for the purposes of separate civil proceedings rather than these disciplinary proceedings. Despite having had a number of years to investigate the matter, the Applicant had neither obtained a witness statement from JR nor called him to give evidence. As a consequence, the Respondent had been deprived of any opportunity to test JR's account by way of cross-examination. In those circumstances, Mr Goodwin submitted that the civil pleadings were not evidence of fact before the Tribunal and should be afforded limited weight.

76. The Applicant further alleged that the Respondent's conduct in relation to Allegations 1 and 2 amounted to manifest incompetence. This was an aggravating feature of the conduct alleged and was not, therefore, an essential element requiring separate proof.

77. In the course of his evidence, the Respondent denied that his actions constituted manifest incompetence. He emphasised that the allegations arose from a single conveyancing transaction during an otherwise unblemished professional career spanning 23 years.

78. The Respondent further submitted that there was no pattern of similar conduct and no repetition of the matters complained of. Whilst accepting that aspects of his documentation could have been clearer, he maintained that any shortcomings did not amount to serious or egregious failings.

79. Mr Goodwin reiterated on the Respondent's behalf that the case concerned a single file and a single-family transaction. He acknowledged shortcomings in relation to documentation and client care but submitted that they occurred during an extraordinary period in the nation's history and fell far short of the conduct required to justify a finding of manifest incompetence. He submitted that the COVID-19 pandemic created exceptional pressures across the legal profession, particularly within the conveyancing sector, a matter which the Applicant itself had accepted.

80. Mr Goodwin submitted that, whilst that context did not excuse any failings, it was relevant to the assessment of seriousness and culpability. Viewed against the background of thousands of transactions undertaken during a lengthy and otherwise exemplary career, he submitted that the matters relied upon by the Applicant were properly characterised as isolated shortcomings arising on a single file during an unprecedented period, rather than evidence of professional incompetence or misconduct of the gravity alleged.

Witnesses

81. The evidence 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. 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 Respondent
- Client A

Findings of Fact and Law

82. The Applicant was required by Rule 5 of The Solicitors (Disciplinary Proceedings) Rules 2019 to prove the allegations to the standard applicable in civil proceedings (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.

The Applicant's Case

83. The Rule 12 Statement – [Here]

The Respondent's Case

84. The Respondent's Answer to the Applicant's Rule 12 Statement – [Here]

85. **Allegation 1.1 - When acting for Client A in a transfer of property X, the Respondent failed to provide Client A with any or adequate information regarding the terms of his instruction and client care arrangements or advice on the transaction.**

85.1 The Tribunal reviewed all the material before it and considered with great care the oral evidence and cross-examination of all the witnesses, along with submissions made by Mr Hill and Mr Goodwin. All findings were made on the balance of probabilities. The burden of proof lay entirely with the Applicant.

85.2 The Tribunal had regard to the genesis of the Respondent's instructions in relation to the transaction, which concerned the transfer of Client A's home, Property X, into JR's sole name. The Respondent was initially contacted by JR in January 2020, when the proposed transaction was outlined to him. In September 2020, JR introduced the Respondent to Client A and made clear that the Respondent would be acting on Client A's behalf in relation to the completion of the transaction.

85.3 In those circumstances, the steps required to ensure that Client A was provided with adequate information regarding the terms of the Respondent's retainer and client care arrangements, together with sufficient advice to enable him to make informed decisions in relation to the transaction, ought to have been apparent to the Respondent as an experienced solicitor. Equally, the need for that advice and those instructions to be properly recorded and evidenced was obvious given the nature of the transaction and the parties involved.

85.4 The Respondent accepted that he had fallen short of the professional standards expected of him from that stage of the matter onwards, including during the critical period leading to completion of the transaction in December 2020.

85.5 The Respondent gave his evidence in a clear and straightforward manner and was candid about the deficiencies identified in his handling of the matter. The Tribunal found him to be a credible and reliable witness. He readily acknowledged where he could not recall the detail of particular events and, when taken to the contemporaneous documents, accepted that both his client-care documentation and the advice provided to Client A were inadequate. The Respondent accepted that the retainer should have been confirmed in greater detail and that fuller written advice ought to have been provided to Client A.

<u>The Tribunal's Findings</u>

85.6 The Tribunal found that the terms of his instruction, client care arrangements and advice on the transaction provided by the Respondent to Client A were clearly insufficient.

85.7 The Respondent denied that he had provided no information or advice to Client A maintaining that he had spoken with Client A during a call on 21 December 2020. This call was in dispute as Client A maintained that it did not take place.

85.8 The Tribunal acknowledged the steps Client A had taken to give oral evidence during the hearing. Client A provided detailed evidence and consistently maintained that he had trusted both JR and the Respondent and only later came to appreciate the consequences of the transaction.

85.9 The events in question had occurred some five to six years previously and it was clear that Client A was unable to recall every conversation or detail. Whilst his account remained broadly consistent in its central themes, aspects of his evidence were affected by the passage of time and, in some instances, was based upon notes prepared in or around 2023 rather than contemporaneous recollection. The Tribunal also noted that certain aspects of Client A's account developed over time and, on occasion, were difficult to reconcile with the contemporaneous documentary evidence. Where there was a direct conflict between the evidence of Client A and that of the Respondent on the material issues, the Tribunal preferred the evidence of the Respondent.

85.10 In relation to the events of 21 December 2020, the Tribunal accepted the Respondent's evidence that the telephone call with Client A had taken place. The Tribunal found, on the balance of probabilities, that the manuscript note had been made contemporaneously with the call and that the conversation between the Respondent and Client A had taken place substantially as described by the Respondent. The Tribunal was satisfied that the Respondent had confirmed his instructions and provided at least some advice as to the nature and effect of the transfer, but without providing separate detailed written advice.

85.11 In the absence of a more detailed note of the conversation and any subsequent written advice, the Tribunal found, on the balance of probabilities, that the Respondent failed to provide Client A with adequate information regarding the terms of his instruction and client care arrangements, or adequate advice in relation to the transaction, when acting for Client A in the transfer of Property X.

85.12 Having found the factual matrix of Allegation 1 proved, the Tribunal went on to consider the alleged breaches of the Principles and the Code of Conduct. In light of its findings under Allegation 1, the Tribunal found that the Respondent had breached paragraphs 3.2, 3.4 and 8.6 of the Code of Conduct, together with Principles 2 and 7 of the Principles.

86. **Allegation 2 - When acting for Client A on the transfer of Property X (which is also the subject of allegation 1), the Respondent communicated with or through JR and took instructions on aspects of the transaction from JR, who is Client A's son and the transferee on the transaction.**

The Tribunal's Findings

86.1 The Tribunal considered the extent and nature of the correspondence between JR and the Respondent. The Tribunal noted that JR introduced the Respondent to the matter. The subsequent evidence, including that of the Respondent and Client A, reflected that the Respondent was retained to act on behalf of Client A rather than JR. The Tribunal accepted that although there was communication between the Respondent and JR during the course of the transaction, this was directed to administrative or status updates in relation to the practicalities of conveyancing process rather than the provision or receipt of instructions.

86.2 Having considered the totality of the evidence, the Tribunal found that, although the Respondent communicated with or through JR, the Tribunal was not satisfied, on the balance of probabilities, that such communication was for the purpose of taking instructions from him on the transaction. Accordingly, the Tribunal concluded that the allegation was not proved and it was therefore dismissed.

Manifest incompetence

86.3 Manifest incompetence was alleged by the Applicant as an aggravating feature in respect of Allegations 1 and 2. It was not, however, an essential element of either allegation requiring separate proof. In light of the Tribunal's finding that Allegation 2 was not proved, the issue of manifest incompetence fell to be considered solely in relation to Allegation 1.

86.4 The Tribunal was assisted by the guidance in the case of SRA v Iqbal [2012] EWHC 3251 (Admin) ('Iqbal'), which established the following, in the judgment of Sir John Thomas [then President of the Queen's Bench Division]:

> "*It seems to me that Trustworthiness also extends to those standards which the public are entitled to expect of a solicitor, including competence. If a solicitor exhibits manifest incompetence, as, in my judgment, the Appellant did, then it is impossible to see how the public can have confidence in a person who has exhibited such incompetence. It is difficult to see how a profession such as the medical profession would countenance retaining as a doctor someone who had showed himself to be incompetent. It seems to me that the same must be true of the solicitors' profession. If in a course of conduct a person manifests incompetence as, in my judgment, the Appellant did, then he is not fit to be a solicitor. The only appropriate remedy is to remove him from the Roll. It must be recalled that being a solicitor is not a right, but a privilege. The public is entitled not only to solicitors who behave with honesty and integrity, but solicitors in whom they can impose trust by reason of competence*".

86.5 The Tribunal did not consider that its finding in respect of Allegation 1, namely that the Respondent failed to provide Client A with adequate information regarding the terms of his instructions, client care arrangements and advice on the transaction when acting for Client A in the transfer of Property X, met the high threshold required for a finding of manifest incompetence. Whilst the Tribunal found that the Respondent had fallen below the standards required by the Principles and the Code of Conduct, it was not satisfied that those failings were so serious or egregious as to undermine public trust in the Respondent to the extent that he was manifestly incompetent.

86.6 The Tribunal was satisfied that the proven misconduct arose in the context of a single transaction and did not demonstrate the systemic or fundamental lack of competence necessary to justify a finding of manifest incompetence. Accordingly, the allegation of manifest incompetence was dismissed.

Previous Disciplinary Matters

87. The Respondent had no previous disciplinary findings recorded against him.

Mitigation

88. Mr Goodwin submitted that the Tribunal's findings were limited to a discrete aspect of Allegation 1 and reflected matters that had been admitted by the Respondent. He invited the Tribunal to give the Respondent credit for those admissions and for the manner in which he had engaged with the proceedings.

89. Referring to the Tribunal's Guidance Note on Sanction (11th Edition February 2025) (“the Sanctions Guidance”), Mr Goodwin submitted that the Tribunal should adopt the established approach of considering the available sanctions in ascending order of seriousness. He invited the Tribunal to conclude that, in all the circumstances of the case, no order was the appropriate outcome. In support of that submission, he relied upon the limited nature of the findings, the context in which the events occurred, including the exceptional pressures arising during the COVID-19 pandemic, and the fact that the Tribunal's findings would themselves constitute a public mark of disapproval through the publication of its judgment.

90. In the alternative, Mr Goodwin submitted that, if the Tribunal considered that some sanction was required, a reprimand represented the highest proportionate sanction on the facts of the case. He submitted that such a sanction would be sufficient to mark the Respondent's misconduct.

91. Should the Tribunal consider it appropriate to impose a financial penalty, Mr Goodwin submitted that it should have regard to the limited nature of the breaches, which arose from a single conveyancing transaction some five to six years previously. He further relied upon the absence of dishonesty, lack of integrity or personal gain, the Respondent's self-report to the Applicant, his full cooperation throughout the investigation and proceedings, and the wider context of the COVID-19 pandemic.

92. Mr Goodwin submitted that the Tribunal should not contemplate any sanction that would adversely affect the Respondent's ability to practise, such as suspension or strike off, given the nature of the findings made.

93. Finally, Mr Goodwin relied upon the character references submitted on the Respondent's behalf. He submitted that those references, whilst originally advanced in relation to the allegation of manifest incompetence, remained relevant to mitigation and demonstrated the Respondent's good character, professional standing, and otherwise exemplary career.

Sanction

94. The Tribunal considered the Sanctions Guidance and the proper approach to sanctions as set out in *Fuglers and others v SRA* [2014] EWHC 179. The Tribunal’s overriding objective when considering sanction, was the need to maintain public confidence in the integrity of the profession.

95. In determining sanction, the Tribunal’s role was to assess the seriousness of the proven misconduct and to impose a sanction that was fair and proportionate in all the circumstances. In determining the seriousness of the misconduct, the Tribunal was to

consider the Respondents' culpability and harm identified together with the aggravating and mitigating factors that existed.

96. In assessing the seriousness of the Respondent's misconduct, the Tribunal considered the Respondent's culpability together with the harm caused, or the risk of harm created, by the proven breaches. The Tribunal also took into account all relevant aggravating and mitigating factors. Whilst the Respondent had failed to provide Client A with adequate information regarding the terms of his retainer, client care arrangements and advice on the transaction, the Tribunal found that the misconduct arose in the context of a single conveyancing transaction and noted that it did not involve dishonesty, lack of integrity, manifest incompetence, or any personal gain. The Tribunal further accepted that the Respondent had made appropriate admissions, had cooperated fully throughout the investigation and proceedings, had demonstrated genuine insight into his failings and had an otherwise unblemished career.

97. The Tribunal concluded that the misconduct was too serious to warrant taking no action. The Respondent's failures concerned fundamental obligations owed to a client and had the potential to undermine public confidence in the profession if left without regulatory sanction. However, the Tribunal was equally satisfied that the misconduct was at the lower end of the spectrum of seriousness and that there were no aggravating features. In particular, the Tribunal accepted that the failings were isolated to a single matter, occurred during the exceptional circumstances of the COVID-19 pandemic, and had not been repeated.

98. Having balanced those factors, the Tribunal was satisfied that a Reprimand represented the fair and proportionate sanction. It appropriately marked the seriousness of the Respondent's misconduct, maintained public confidence in the profession and upheld proper professional standards, whilst properly reflecting the isolated nature of the failings, the substantial mitigation advanced on the Respondent's behalf and the absence of any need to impose a more restrictive sanction.

Costs

99. Mr Hill applied for costs on behalf of the Applicant and referred the Tribunal to the Applicant's Statement of Costs dated 15 April 2026. The Applicant claimed its cost in the amount of £40,798.00. Mr Hill referred to *Baxendale-Walker v The Law Society* [2007] EWCA Civ 233 and *Solicitors Regulatory Authority v Tsang [2024]* EWHC 1150 (KB) (Admin) and submitted that that the proceedings had been properly brought and that there was no basis for departing from the usual order as to costs.

100. Mr Hill submitted that the case involved a genuine dispute of fact between the Respondent and Client A which could properly be resolved by the Tribunal only after hearing the evidence and making findings of fact. He submitted that the Applicant had acted in the public interest in bringing the proceedings and invited the Tribunal to award the Applicant its costs in the sums claimed.

101. Mr Goodwin opposed the application both in principle and in quantum. He submitted that the proceedings had been relatively straightforward and questioned whether the instruction of external Counsel had been necessary, submitting that the matter could have been dealt with by the Applicant's in-house legal team at considerably less

expense. He also challenged elements of the Applicant's costs schedule, submitting that the time claimed for the preparation of the Rule 12 statement and for the investigation and review of the matter was excessive and disproportionate.

102. Mr Goodwin further submitted that the Tribunal should have regard to the limited findings ultimately made. He noted that the Respondent had admitted the matters found proved at an early stage, both in his representations to the Applicant in 2023 and in his Answer following the issuing of the proceedings. He also relied upon the Respondent's success in defending Allegation 2 and the allegations of manifest incompetence. In those circumstances, he submitted that the Tribunal should make no order as to costs or, alternatively, require only a modest contribution towards the Applicant's costs.

103. Mr Goodwin also referred to without prejudice correspondence sent to the Applicant in December 2025 in which the Respondent had proposed resolving the proceedings by way of an Agreed Outcome based upon his admissions to Allegation 1, the withdrawal of Allegation 2 and the allegation of manifest incompetence, together with the imposition of a financial penalty and a contribution towards costs. Whilst accepting that regulatory proceedings differed from ordinary civil litigation and that principles applicable to without prejudice offers made in civil proceedings did not directly apply, he submitted that the Respondent's attempts to resolve the matter were relevant to the Tribunal's exercise of its discretion on costs. He further invited the Tribunal to have regard to the Respondent's means and the significant financial impact that a substantial costs order would have upon him.

104. The Tribunal considered the Applicant's Statement of Costs pursuant to Rule 43 of the Solicitors (Disciplinary Proceedings) Rules 2019. In exercising its discretion, the Tribunal had regard to all the circumstances of the case, including the conduct of the parties throughout the proceedings, the extent to which the Tribunal's directions and applicable time limits had been complied with, whether the work undertaken and time claimed by the Applicant were reasonable and proportionate, and whether the allegations had been reasonably investigated and pursued.

105. The Tribunal accepted that the Applicant was entitled, in principle, to recover its costs, the proceedings having been properly brought in the public interest. The Tribunal also accepted that there had been a genuine dispute of fact which required determination following the hearing of oral evidence. However, the Tribunal had regard to the extent to which the Applicant had succeeded. Whilst Allegation 1 was proved in part, Allegation 2 and the allegation of manifest incompetence were dismissed. The Tribunal also took into account the Respondent's conduct throughout the investigation and these proceedings, including the admissions he made in respect of the matters ultimately found proved.

106. Having regard to all of those matters, the Tribunal concluded that it would not be fair or proportionate to require the Respondent to pay the Applicant's costs in full. The Tribunal therefore exercised its discretion to reduce the Applicant's recoverable costs to reflect the limited extent of the findings made, the Respondent's admissions and the overall circumstances of the case.

107. Accordingly, the Tribunal ordered that the Respondent pay the costs of and incidental to the application and inquiry, such costs being fixed in the sum of £6,000.00.

Statement of Full Order

108. The Tribunal Ordered that the Respondent MARK FEELY, solicitor, be REPRIMANDED and it further Ordered that he do pay the costs of and incidental to this application and enquiry fixed in the sum of £6,000.00.

DATED AND FILED WITH THE LAW SOCIETY
This 13th day of July 2026

On behalf of the Tribunal

L. Boyce

L Boyce
Chair