BEFORE THE SOLICITOR'S DISCIPLINARY TRIBUNAL

IN THE MATTER OF THE SOLICITORS ACT 1974 (as amended)

AND IN THE MATTER OF:

SOLICITORS REGULATION AUTHORITY LIMITED

Applicant

and

MR GBOYEGA AJIBOLA OKUNNIGA

Respondent

RESPONDENT 'S ANSWERSS TO THE APPLICANT'S RULE 12 STATEMENT

I, GBOYEGA OKUNNIGA, a non-practising Solicitor of [redacted] **I make this statement in answer to the Applicant's Rule 12 Statement**

I adopt the Applicant's Anonymised Schedule and will rely on the Applicant bundle of evidence, particularly MJC1/193- MJC1/408 and the Respondent's Clip of evidence filed with this application ["RC/page/Paragraph]

Preliminary point of clarifications

a. I have since withdrawn my approved application to practice due to the inability to obtain employment under the strict condition place on my practising license since March 2024 and currently on anti-depressant treatment triggered by 5 years of SRA's investigation

Allegation 1

1. Misleading the Court: that I gave misleading information to the Court in written and oral evidence during proceedings under claim number 159MC544 in Coventry County Court1 ["the Proceedings] by fabricating the

existence of the merger between my sole trading company ("Company X") and Company A in an attempt to explain why he received nine payments from clients into his personal bank accounts, where the monies were owed to the Firm for legal fees.

Answer to Allegation 1

2. Allegation 1 is strongly denied as untrue, I did not fabricate the existence of a merger between Company X and Company A. There was, in truth, a business association between Company X and Company A as enumerated at paragraphs 5-17 of my Supplementary witness statement dated 18 June 2021**[RC21-23, par: 5-15].**

3. Moreover, the facts and matters relied upon by the Applicant as set out in paragraphs 10 to 28 of the Applicant's Rule 12 Statement ["AR12"] are misstated, contradict evidence provided by Company A directors and associates, financial institutions, law enforcement, contemporaneous correspondences between Mrs A and the Firm and inconsistent with some basic elements in the findings of the SRA's Adjudicator

4. It is instructive to note that Mr James Severns, [" Mr A"] the principal character in the business collaboration between Company X and Company A has not complained to the SRA or appear in any court proceedings to challenge my evidence in this matter. The Applicant's witness misdirected himself when he asserted that Mr A jointly filed a complaint with his wife , Agata Severns. ["Mrs A"]

5. The reasons for my answer are particularised below

Issues for Determination

6. Having regards to the specific wordings of the allegation, the Tribunal is invited to determine the following elements of the allegation

   a. Whether I received nine payments from clients of the Firm into my personal bank accounts, where the monies were owed to the Firm for legal *fees. This limb of the allegation assumes that [i]I directed clients of the Firm to pay monies that were due to the Firm for legal fees into my personal bank account; and[ii] I retained a total of £22,798.62 from the payments*

b. *Whether I fabricated the existence of a merger between Company X and Company to explain why I received the nine payments from the clients. The key issue in relation to this allegation is whether there was a business association between Company X and Company A*

7. To assist the Tribunal in the determination of issue 3[a], I have produced a Chronology and Three tables below showing all the sums paid to my personal [Barclays] and Company X [Lloyds Business] bank accounts-Two tables for payments received from Mrs A and one table for payments received directly from Company A. This tables replicate the exact payment details and references in the bank accounts. **[MJC1/288-301; 302-309 &310-318]**

8. *Schedule of Payment made by Mrs A from her Barclays Bank: Account:[03873609] to my Barclays[53204189]-Personal account*

Nos	Date of payment	Sum Paid	Name of Account Paid into	Payment Reference used by Mrs A	Reference in Receiver's account	Remittance to Firm
1	27 Sept 2018	£1403	Bill Payment to Gboyega Okunniga:	JR Clifton James	JR Clifton James	£1080 remitted on 27 Sept 2018 being the legal component of the mixed fee legal [£1080] and disbursement. [£323] Supported with Invoice and specific instruction to Mr A

2	05 April 2019	£1000	Bill Payment to Gboyega Okunniga	JR Clifton James	JR Clifton James	Not linked to any firm instruction. Disbursement of Court fee of £385 paid from the sum.

9. *Schedule of Payments made by Mrs A from her Barclays Bank: Account:[03873609] to Company X Business-account [00150008]- renamed Jersey International Gold Group Ltd pursuant to the "merger"*

Nos	Date of payment	Sum Paid	Name of Account Paid into	Payment Reference used by Mrs A	Reference in Receiver's account	Remittance to Firm
3	14 January 2019	£1000	Bill payment to Jersey International	Ref: Jersey	Ref: Jersey	Not linked to Firm instruction
4	22 February 2019	£500	Bill payment to Jersey International	Ref: Jersey	Ref: Jersey	Not linked to Firm instruction
5	05 August 2019	£3,875.62	Bill payment to Jersey International	Ref: James Severns	Ref: James Severns	Not linked to Firm instruction
6	05 August 2019	£800	Bill payment to Jersey International	Ref: Jersey	Ref: Jersey	Not linked to Firm instruction
7	07 August 2019	£2,300	Bill payment to Jersey International	Ref: Jersey	Ref: Jersey	Not linked to any legal instruction

10. *Schedule of Payment made by Company A from their Starling Bank: Account:[76138934] to Company X business account -[00150008] renamed Jersey International Gold Group Ltd pursuant to the "merger"*

Nos	Date of payment	Sum Paid	Name of Account Paid into	Payment Reference used by Company A	Reference in Receiver's account	Remittance to Firm
8	11 January 2019	£30,000	Jersey International	Paid by Transferwise Ltd- Payment ref: Refund	Refund	Not linked to any legal instruction
9	14 January 2019	£5.00	Jersey International	Jersey International	Ref: Jersey 21	Not linked to any legal instruction
10	14 January 2019	£24,500	Jersey International	Jersey International	Ref: Jersey 21	Not linked to any legal instruction
11	14 January 2019	£24,500	Jersey International	Jersey International	Ref: Jersey 21	Not linked to any legal instruction
12	26 July 2019	£2.69	Jersey International	Jersey International	Ref: Jersey 002	Not linked to any legal instruction
13	26 July 2019	£20000	Jersey International	Jersey International	Ref: Jersey 003	Not linked to any legal instruction
14	01 August 2019	£11,000	Jersey International	Jersey International	Ref: Jersey 005	Not linked to any legal instruction

Chronology: How the <u>9 Payments arose in the Proceedings</u>

11. *30 August 2020*- I brought an application to recover the sum of £1,717.44 from the Firm due to the Firm's refusal to pay my share of our agreed profit costs pursuant to paragraph 6 of the Contract for service between the Firm and I dated 27 September 2018 ["the Contract"]

12. *25 September 2020*-The Firm filed their defence denying my claim and counterclaimed for the sum of £25,185.80 out of which £13,840 was alleged to be sum paid to me by clients of the Firm; whilst £11,346.80 was alleged to be the sum I guaranteed to pay on behalf of some clients of the firm.

13. During the Proceedings' disclosure, the Firm provided me with a payment invoice dated 21 February 2021 ["Invoice"] made out to me as the basis of their counterclaim against me. In the invoice, the Firm alleged that I owed them the following debt:

a. £4400 for Mr James Severns ["Mr A"] /Immigration
b. £6480 for Mrs Agata Severns ["Mrs A"]/ bankruptcy
c. £2480 for Mrs A /remortgage application
d. £500 for Mrs A/ Letter to Airline and stamped International Passport
e. £7746.80 for Paul Aziegbemi/ Immigration
f. £3600 for Blessing Aziegbemi/ Immigration
g. Total sum invoiced: £25,185.80

14. Further to the court order of 11 January 2021 in the Proceedings, I sought the particulars of the debt itemised in the invoice from the Firm under CPR 18 but received no response despite my repeated demands.

15. 22 April 2012: Due to the Firm's refusal to comply with my CPR 18 request, I brought an application to the court to enforce compliance. My application was dismissed by Judge Gilmore on the ground that CPR 18 request could be explored at trial; notwithstanding the fact ,that Sec 2.1 & 2.2 of CPR 18 require that a Part 18 be responded to in writing. *£615 was awarded against me as costs for this application.*

16. *13.July.2021:* in compliance with an order of the court made on 06.07.21 without a hearing regarding an application of the Firm for further disclosures of Managed Immigration Consulting [Company X] Business bank account statement , I applied for a variation of the court order to permit the redaction of certain sensitive information in my account statement which are not relevant to the proceeding.

17. *06.August 2021*: I filed an application to summon Mr A to be examined at the trial because he was the principal character in the business venture entered into between Company X and Company A ["The Merger"] and the sole liaison agent between Company X and Company A .

18. *12.August 2021*: The Firm objected to my application to summon Mr A to be examined at trial

19. *12 November 2021*: The application of 13.07.21 and 06.08.21 were heard together wherein Judge Gilmore made the following order

a. Permission to redact my credit card information in my bank statements was granted
b. The application to summon Mr A to give evidence was refused.
c. Having regards to the incoherency in the Firm's particulars of counterclaim the Firm was ordered to amend their Counterclaim to set out with clarity *(a) a breakdown, in the form of a schedule, of the dates and amounts of payments made to the Claimant by clients of the Defendant firm which the Defendant seeks to recover and (b) the precise factual and legal basis upon which the Defendant contends it is entitled to recover from the Claimant legal fees alleged to have been charged to Paul and Blessing Aziegbemi.*

20. The Court order for clarification from the Firm in relation to their incoherent particulars of counterclaim effectively give credence to my Part 18 request that was previously dismissed *[see paragraph 5 above].*

21. Notwithstanding the fact that my application was partly successful and helpful to the proceedings I was ordered to pay the sum of £8711 for the cost of bringing my application and £670 for the cost of the Firm's application for disclosure. This brought the total costs in the Fast track Proceedings against me prior to the trial to £10,056

22. *26.November 2021*-the Firm filed their amended particulars of counterclaim which contain the following new particulars

a. Having had the benefit of my personal and Company X bank statement, the Firm effectively listed 7 random payments in Company X bank account and two specific payments in my personal bank statements totalling £22,798.62

as payment for the legal fees they sought to recover. This was how they arrived at the new claim for the first part of their Amended Counterclaim

b. The Firm then substituted the first part of their particulars of counterclaim for the sums of £13, 840 to £22,798.62 as alleged legal fee said to have been paid to me by Mrs A for legal works carried out for Company A and Mr and Mrs A. The particulars of the alleged works or a breakdown as to how these monies became due were not provided.

c. Regarding the second part , the Firm merely reduced the sum counterclaimed from £11,346.80 to £11,206.80. No clarification was provided for the change neither did they comply with the court order to clarify the basis of their counterclaim.

23. *27 June 2022*: The Court struck out the Firm's counterclaim for the Aziegbemis' alleged fees but find for the Firm on the 9 payments on the ground that I fabricated the existence of a merger to explain why I received 7 of the 9 payment into Company X account and also accepted the Firm's Principal , Mrs Rita Onwuka's written and oral testimonies given on oath that I did not pay any court fees on behalf of Mr A

24. My application for permission to appeal the finding of the Court was not granted. However, I was permitted to appeal, though unsuccessful, the court's decision to award all my share of the profit costs to the Firm under the principle of Ex Turpi causa

Submissions . [4a]

Whether I received nine payments from clients of the Firm into my personal bank accounts, where the monies were owed to the Firm for legal fees.

25. <u>The payments schedule</u>: set out above and the supporting bank statement clearly demonstrate that I did not receive nine payments from clients of the Firm into my personal bank accounts, where the monies were owed to the Firm for legal fees. There are no invoices or specific instruction that are

contemporaneous with the time the payment were made to conduct upon which the Appellant could have drawn the inference.

26. Sworn affidavit by Mr Errol Charles Pitter: After the proceedings, I have since obtained an affidavit from Mr Errol Pitters, who will be attending the hearing as a witness. As the last director of Company A and a backer of the company from inception, his affidavit demonstrates that all payments paid to Company X account by Company A and its agents which included 7 of the 9 payments were payments made in relation to the business collaboration between Company X and Company A. **[RC1-5]**

27. Company A was not a client of the Firm: Since Company A was not a client of the Firm, monies paid by Company A to Company X cannot be credited to the Firm[A third party company] without direct instructions from Company A's Director and person with significant control of the company at the time the seven of the payments were paid to Company X by Company A and its agent. The Director of Company A at that material time was Mr Llewellyn Barnes not Mrs A. Mrs A misled the court to believe that she was the Director and person with significant control of Company A at the time the payment were made.**[MJC1/407-408]**

28. The SRA adjudicator finding: confirms that there was no documentary evidence of any sort given in evidence by the Firm to support their alleagtion that, at least seven of the nine payments were legal fees. The SRA Adjudicator's conclusion invariably demonstrates, without doubt, that the court in the Proceedings was misled in its judgment by the false testimony of the Firm and its witnesses on the status of the nine payments. It will be a travesty of justice for the SRA to seek to shift the burden when the SRA's adjudicator had concluded that there was no probative evidence to support the payments as monies owed to the firm as legal fee**[MJC1/12]**

29. Contemporaneous Email correspondence between Mrs A and the Firm: After the proceedings, I have since obtained email correspondences shared between Mrs A and the Firm confirming that payments made to Company X bank account were generally towards business dealings and not legal fees owed to the Firm. In the correspondence, Mrs A specifically referenced some payment as business payments, whereas these specific payments were later

claimed as legal fees by the Firm in their amended counterclaim **[MJC1 239-242, 267-269]**

30. Court Fee of £385 for Mr J Judicial review application: I have since obtained a confirmatory letter from the Birmingham administrative court that proves my claim that I paid the sum of £385 towards Mr A's court fee out of the £1000 received on 05.04.19. This proves that the Firm concealed proof of the court fees payment to misled the Judge in the proceeding.

31. Court Fee of £157 for Mr A's Judicial review application: I have since obtained a confirmatory letter from the Birmingham administrative court that proves that I paid Mr A's Judicial review court fee as per our agreed instruction in relation to the payment of £1403 which included his invoiced fee for the sum of £1080 . The letter proves that the Firm concealed proof of the court fees payment to misled the Judge in the proceeding

32. Legal fee under the contract: Under the Contract, Legal fees refers to invoiced fees(excluding disbursement/expenses) of work/job undertaken and concluded by the Consultant. *Para 6.1 of the Contract for service* . There is no evidence of these said works , done and concluded by me that was invoiced for the total sum of £22,798.62. Therefore, The £22,786.62 counterclaim could not have constituted legal fees under the Contract.

Submissions [4b]

Whether I fabricated the existence of a merger between Company X and Company to explain why I received the nine payments from the clients. The key issue in relation to this allegation is whether there was a business association between Company X and Company A

33. Sworn affidavit by Mr Errol Charles Pitter: After the proceedings, I have since obtained an affidavit from Mr Errol Pitters who will be attending the hearing as a witness. As the last director of Jersey , he is able to confirm the existence of the " Merger" and the fact that a business collaboration existed between Company A and Company X in the manner enumerated at *paragraphs 5-17 of my Supplementary witness statement dated 18 June 2021*.Mr Pitters' affidavit strongly validates my claim and demonstrates, beyond reasonable doubt, that I did not fabricate the existence of the merger . **[RC1-5]**

34. Mr Pitter affidavit effectively impugns allegation A in its whole entirety and the supporting facts deposed to by the Applicant's Witness and clearly demonstrates that the Firm and its witnesses dishonestly misled the court in their oral and written testimonies. Mr P would also be given oral evidence at the hearing and my pending application to set aside the judgment obtained in The Proceeding. **[RC1-5]**

35. Documentary evidence from Finanta Ltd: I have since obtained copies of correspondences from Finanta Ltd , a bridging loan company confirming the use of Company X business bank account to support the application of a loan which was approved. The application to obtain the loan was made by Mr Barnes, the Director and Person with significant control of Company A at the time. This act demonstrates without any doubt the level of business collaboration between Company A and Company X. If the two companies were not in a form of business association, Mr Barnes would not have been provided with access to Company X's financial documents to support the application for a loan.[MJC1 **[RC 12-13]**

36. The Witness statement of Mr Dapo Ibikunle ("Mr D") : I have since obtained the witness statement Mr D who was the first investor that I approached further to the business collaboration between Company X and Company A to invest in Company A gold commodity business. Mr D will be given evidence in relation to his liaison with Company A through me and the attempt of the merger to raise loan from him and his associates. Mr C would also be given evidence at the hearing of my application to set aside the judgment obtained in The Proceeding **[RC 6-9]**

37. The Sworn affidavit of Mr Mayowa Patrick Aluko (Mr "M"): Mr M's affidavit further corroborates my business association with Company A. Mr M would also be given evidence at the hearing of my application to set aside the judgment obtained in The Proceeding **[RC 10- 11]**

38. Company X business bank Mandate: The execution of this document evidenced the initial stage of the business collaboration between company X and company A. The fact that an application was made to rename Company X as Company A on the same date that Company A was incorporated demonstrates a clear intention of parties to merge business interest. **[MJC1/197-216,, 197 &213]**

39. The assertion of The AW that I failed to adduce any documentary evidence to show that the application was submitted to Lloyds Bank or provided confirmation of the bank declining the application is outrightly misleading. Evidence of the application with covering letter from Lloyds bank was provided to the SRA Forensic in 2000 to demonstrate that the application was submitted. In addition, a. letter of authority was also provided to the SRA forensic to validate the document with Lloyds. In 2024, Further copies of the bank mandate was provided to the SRA Investigation with updated letter from Lloyds on the assessment of the application. Matter of fact, the SRA investigation had apologised for making this misleading allegation, I found it disturbing that the AW had put it forward again to cause me unnecessary distress**. [MJC1/197-216,, 197 &213] [**

40. *Mrs Agata Severns's affidavit*. Mrs A's affidavit sworn to before the Hong Kong police validates my claim to have been appointed the Company lawyer to Company A and corroborate the averment in Mr C's Sworn affidavit. Therefore, it is safe to conclude that Judge Gilmore's must have been mistaken in reaching the conclusion that I claimed to be Company's A company secretary. **[MJC1/263&270]**

41. Contemporaneous correspondence between Mrs A and the Firm: After the proceedings, I have since obtained email correspondences shared between Mrs A and the Firm confirming that I was involved in making business payments on behalf of Company A. She specifically confirmed some payments that were contained in the Statement of account which formed a part of the 9 payments in issue. Mr's A's correspondences also validate some of the business payment I concluded on behalf of Company A. Mrs A's confirmation of some of these business transactions demonstrates that Judge Gilmore was misled in her judgment that the payment were fictitious. **[MJC1/239-242]**

42. Emails correspondence between Mr A and Myself on the business collaboration agreement: This email confirm the existence of an agreement which was supposed to be reviewed between Company A and Company X. Mr Errol Pitters also confirm the existence of this agreement. **[MJC1/246-247 ,262,263, 276, 281-282,]**

43. Company House document, I have obtained company House document to demonstrate that Mrs A ceased to be a Director, Shareholder or Person with significant control of Jersey International Gold Group Ltd on 20 February 2019 , therefore not a competent witness to give evidence regarding the continuing business relationship between Company A and Company X**[MJC1/407-408]**

44. Correspondence between me and Mr Stephen Evan-Jones regarding raising the loan of £100k for Company . Mr Evan- Jones was instructed by an associate Mr Dapo Ibikunle- Mr John . This also support was leveraging my business contact to raise seeded fund for our venture. **[RC14]**

Conclusion

45. Considering the overwhelming probative value of the evidence and supporting witnesses' statements sworn affidavits relied on in my answer, the Tribunal is invited to dismiss Allegation 1 as failing the first hurdle in Ivery and not substantiated.

Allegation 2

46. Allegation 2 - Issued invoices to Mr and Mrs A and subsequently demanded payment for outstanding fees allegedly owed to the Firm in circumstances where the Firm had not authorised the issuing of invoices and where fees were not owed to the Firm.

Answer to Allegation 2

47. Allegation 2 is strongly denied as untrue. I did not issue, fabricate or seek to pursue payment for invoices that were not authorised by the Firm. There is

no plausible reason for me to issue Invoices when the ultimate beneficiary of the invoice is the firm whose Bank account details are listed on the invoice for payment.

Background to the Invoices

48. Pursuant to a solicitor's obligation under Part 46.9(3) of the CPR and the provisions of O(1:13-14)SRA Code of Conduct 2011 to inform a potential client of legal fees and costs in advance of the client's instruction and paragraph 4:15 of the Contract, I would ,in agreement, with the client send a non-statute bill(Quotation for a fixed bill) to the clients detailing the fees payable. Should the client agree with the non-statute bill, a client care letter would then be sent to the client detailing the work to be done, probable outcome and agreed payment.

49. Upon the completion of the work, the clients would then be issued a Statute bill(Final Bill) which would detail the actual work done for the client upon which the defendant can then proceed to collect payment from the client.

50. Further to the contract and the Firm 'office practice, Invoices for work I carried out were issued by me, first as a pre-estimate and subject to a change of instruction, another invoice could be issued and when the job is done, a final invoice is issued. So it's not unusual to have a lot of invoices. However, where there are any discrepancies and mistake, such, are normally resolved and an agreed invoice issued.

Submissions:

<u>Mr A and Mrs A Invoice disputes</u>

51. In relation to Mr and Ms A, the condition in paragraph 48-50 also applies. Having reviewed the complaint lodged by Mr and Mrs A regarding the invoices which were cumbersome because of lots of various work carried out for Mr A and Mrs A at agreed hourly rate, the disputed costs for Mrs A was cancelled whilst that of Mr A was not resolved between myself and the Firm before I left the Firm in January 2019. The position of the was to cancel all the bill to avoid complaint to the SRA, even though there are proof at the time that I carried on a lot of work . Due to threat from Mr A and Mrs A to report the Firm to the SRA, the Firm was scared and decided that we should not pursue the bill. I accepted, though I felt cheated**. [RC 23-26]**

52. Moreover, Mr and Mrs M only complained after the Firm approved that we should pursue them for the invoice. The SRA forensic agreed that given the amount of work done, the bill does not appear to be overtly excessive.

<u>Legal Action to recover Invoice Payment from Mr A and Mrs A</u>

53. The Firm's assertion that they were not aware of our initial plan to pursue the debt owed by Mr and Mrs A was misleading. The invoices were sent to Mr and Mrs A by the Firm itself after Mr and Mrs A did not respond to me to come to the office to resolve their dispute regarding the bill. Without the approval of the Principal, the Firm's would not have sent the invoices to Mr and Mrs A .The Firm would not have supported the effort to recover the debt if it was fabricated as adduced by the Applicant. **.[MJC1/336, 337-355**

Invoice for £56,000, £30,000 etc

54. No bill for £56,000 was issued or pursued against the Mr and Mrs A. The other invoices were non- statute bill[Pre-estimate] therefore, unless an instruction was the client is concluded and work done, the bill cannot be pursued. The different components on the £30k bill had been acknowledged to be an error at the time and the matter was rested. The error was due to misleading information provided by Mr A regarding the recovery of Company A's consignment for which I sent t two letters of enquiries to some airlines .

55. Mr A had not filed any complaint regarding this bill neither did Mrs A or Company A since the dispute occasioning the controversy was resolved. Mrs

Issuance of bill

56. There are preponderance of evidence to support the fact that I was responsible for issuing all invoices relating to clients I managed through the

Firm.. If the Firm do not agree with any bill, the principal of the firm- Mrs Rita Onwuka, who supervised all my works under the contract and pursuant to SRA Code of Conduct rule 3.5 - had the power to call for a review or cancel the bill outrightly.. Furthermore, it is instructive to note that all bills bear the payment details of the Firm so without the Firm's cooperation or authority, it will be futile to issue a bill that can't be collected by the Firm.

Firm Principal's claim to be unaware of bills issued

57. . The Firm's contention that they were not aware of the invoices I issued is incorrect. The Firm received all payments against the invoices issued by me and the principal of the firm approved of my authority to charge and invoice my clients**.[MJC1/336, 337-355]**

58. .Examples of other bills issued by me upon which payment were collected by the Firm include but not limited to the following clients:

a. Mr Raymond Boyle, **.[MJC1/359]**
b. Rachel Deed ltd, **.[MJC1/358]**
c. Mrs Marilyn McClay
d. Mr Bartek Verde.
e. Mr Sundeep**.[MJC1/356]**

Conclusion :

59. In light of the supporting evidence referenced above and the SRA Code of Conduct rule 3.5, it would be an absurdity to hold me liable for a matter that was subject to the supervisory control of a principal who is the ultimate beneficiary of all invoices. Having resolved the issues regarding the bill with the client before I left the Firm in January 2020, even though, at loss to me, because the job were done, I do not see where the regulatory concern under this head lie.

60. The Tribunal is invited to dismiss Allegation 2 as unfair litigation and failing the first hurdle in Ivey and not substantiated.

Allegation 3

61. Allegation 3 - On 28 and 30 January 2019, sent two letters to third parties in which he purported to act on behalf of the Firm in respect of the transfer of gold and falsely stated that he was "Head of International Trade and Arbitration" on the Firm's letterheaded paper.

Answer to Allegation 3

62. Allegation 3 is strongly denied as untrue and misstated . The allegation is clearly misstated because the issue relating to the Gold had to do with the recovery of a missing consignment not the sale of Gold per se. Moreover, the designation of my office as the " Head of International Trade and Arbitration for the purpose of the recovery was with the approval of the Firm's Principal who was aware that the firm could earn a hefty commission if we assisted Mr A to recover his missing consignment.

63. The matter falls within contract laws and , thus falls within the practice areas of the Firm. The matter was not progressed due to my advice that Mr Errol Pitters and Mrs A should lodge a complaint at the Hong Police . Both were in Hong Kong at that material point to meet the broker dealing with Company A shipment from Uganda

Submissions

64. First, the Firm Principal who was my supervisor approved of the use of the designation since it was thought that this could be an ongoing matter. Moreover, there is no record of her taking any step to disapprove of the use of the designation at the time. I became aware of the issue many months after I had left the Firm through the SRA Forensic officer. Basically, the Firm reported the matter to the SRA for malicious purposes not because they were not aware of my use of the designation.

65. If the Firm had not approved of the use of designation, I believe the appropriate and decent thing would be to ask me not to use the designation, even if my work relates to matter that pertains to such designation. The use of the designation was discontinued of my own accord in the light of the development in Hong Kong.

66. In summary, I hold the opinion that solicitors can use designations to indicate their experience and position within a firm, but they must always act ethically and in accordance with SRA rules, particularly regarding conflicts of interest and transparency. In this case, the office was is not a misrepresentation because I am a solicitor with clear experience in this international trade which account for my engagement with the Gold trade in the first place

67. However, if the argument of the SRA was that the designation was not approved in writing, I will concede but it is also of importance to consider the fact that even when the Firm's principal approves a designation in writing and on oath, she will still deny. I invite you the Tribunal to consider the credibility of Mrs Onwuka, the Principal of the firm in this regard given her history of denying written agreement to avoid taking responsibility. I refer the Tribunal to the employment tribunal case referred at [

68. Further to a claim I brought against the Firm regarding my separate remuneration as the Legal Aid Supervisor for Housing and Debt for the firm- [a designation that I used in Legal aid applications]. Mrs Onwuka testified on oath before the Tribunal that I was not employed as the Legal Aid supervisor for Housing and debt for the Firm and that she had lied to the Legal aid agency that she had employed a Housing and debt supervisor so that the Firm could be granted the legal aid contract

69. It is instructive to know that not only was my contract as the legal aid supervisor for housing and debt documented, Mrs Onwuka was also required to submit annual statements made on oath to the Legal Aid Council confirming that I was still employed as the firm's Legal aid supervisor for Housing and debt. In addition, Mrs Onwuka had previously confirmed to the SRA in her complaint that I was the Legal aid Supervisor for Housing and debt, yet she had the audacity to lie to the Tribunal by admitting that she had been lying to both the SRA and Legal Aid council all along. The Employment Tribunal Judge Miller made the below comment about Mrs Rita Onwuka:*" The respondent's evidence was that effectively they had lied to the Legal Aid Agency. While wholly unacceptable , I do accept this evidence"*

70. I invite the Tribunal to determine whether a Firm that could deny the designation of an office that is supported with a sworn statement and still free to practice law without any restriction will be deterred from denying the designation of an office that has no documentary agreement to back it up.

    a. Ruling of the employment Tribunal [**.[MJC1/329,362,367, 376, 383]**
    b. Legal aid council supervisor forms[x2]
    c. Mrs Rita Onwuka's complaint to the SRA where she confirmed my status as the Legal aid supervisor for housing and debt [IO/]

Conclusion

71. Considering the supporting evidence referenced above and, Tribunal is invited to dismiss Allegation 3 as failing the first hurdle in Ivey and not substantiated

Allegation 4

72. Allegation 4 – from 14 December 2022 to 29 September 2023, the Respondent gave misleading information to the the Court in written and oral evidence during Enforcement Proceedings by providing false information about the beneficial ownership of the Property subject to the Interim Charging Order in an attempt to avoid the Charging Order over the Property.

Answer to Allegation 4

73. Allegation 4 is strongly denied as untrue; I did not provide any false information to the court. The fact that the Judge in the case who had been unduly unfair towards me in the underlying proceedings could not find my culture and way of life agreeable is not a ground to discredit my integrity.

74. The decision of the court is on appeal and we are still waiting for a hearing date. The basis of the appeal is summarized below**. It is my argument relying on superior authorities that the Judge erred in law in finding a Trust document validly executed in 2017 a sham because it was not registered**. [

Submissions

75. At paragraph 36, 40 &45 of the judgment, the learned Judge misconstrued a statutory provision [Rule 94[1]a] in finding that the Trust deed was a sham because the we failed to enter a form A Restriction upon the execution of the Trust Deed in 2017. The learned Judge‘s reasoning is incompatible with the provisions of Rule 94[1]a, Schedule 4, LRR 2003); section 27(2) of the LPA 1925 (as amended by the Trusts of Land and Appointment of Trustees Act 1996, section 25(1); Schedule 3, Paragraph 4) and the HM Land Registry Guidance Practice guide 24 where it is made expressly clear that the obligation to enter a restriction under Rule 94(1)(a) only apply where the proprietor or the survivor of joint proprietors will not be able to give a valid receipt for capital money.

76. Both my wife and I are both Settlors and Trustees of the property, therefore, able to give a valid receipt for capital money, without the need for a Form A restriction. In addition, the register records the ownership of the legal estate, not the beneficial interests, and the registrar is not affected with notice of a trust (section 78 of the Land Registration Act 2002).

77. At paragraph 36, the learned Judge applied the wrong legal test in finding that the ticking of a box within panel 10 of Land Registry Form TR1 when purchasing a property in joint names is in conflict with the Claimant’s unequal interests as set out in the Trust Deed. The learned Judge’s finding is incompatible with the Supreme Court decision in Jones v Kernott [2010] EWCA Civ 578 where the court held that there can be no presumption of joint beneficial ownership in a family home. (paras 52-53) The presumption can be rebutted by either express evidence, such as a trust deed as it is in our case. A Declaration of Trust , therefore, declares the beneficial ownership regardless of how the property is held at the HM Land Registry.

78. At paragraph 52, having not make any contrary finding against the fact that the Trust deed was duly executed in 2017, the learned Judge applied the wrong legal test by still proceeding to accept the opinion of the Firm that a document validly executed in 2017 was done for the purpose of a court hearing in 2024 . I did not know Firm or Mr and Mrs A in 2017, therefore, we could not have executed a Trust Deed become of them. The reasoning of the learned Judge is incompatible with the position of the Court in Donald v Baldwyn [1953] NZLR 313, 321, (cited Somma v Hazelhurst [1978] 1 WLR

1014) where the court held that “real and lawful intentions cannot be dismissed as shams merely because they are disliked. ... the court cannot say that a licence is a sham for the reason that the court thinks the parties ought to have intended a tenancy.”

79. If there is an intention to create a genuine trust, the motive is irrelevant and the trust cannot be a sham. a trust which is not initially a sham cannot subsequently become a sham. Therefore, in order to establish a sham trust, there must have been common dishonest intentions from the creation of the trust- A v A [2007] EWHC 99 (Fam), [2007] 2 FLR 467.

80. At paragraphs 44-57, the learned Judge applied the wrong legal test in failing to follow the five requisite fundamental principles set out by Lady Justice Arden in Hitch v Stone [1999] STC in relation to the law on sham acts or documents. A fundamental principle in the UK legal system requires courts to follow and apply previous judicial decisions, particularly from higher courts, when faced with similar or identical legal issues.

81. At paragraph 42-43, the learned Judge exercised a discretion based on the wrong principles in finding that the registration of the property with the HMRC was done to perpetrate a sham. The learned Judge reasoning is incompatible with HMRC Trust registration service rule because co-ownership trust are excluded from registration as registrable express trust where they meet the definition of Sch 3A[9) of The Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017. A co-ownership is a trust of jointly held property where the trustees and the beneficiaries are the same persons as it is in our case . HMRC internal manual/ Trust registration service manual- TRSM23050.

82. At paragraph 31, the learned judge ignored a legal requirement in assuming jurisdiction over the determination of land ownership in Nigeria contrary to the Moçambique rule. This rule holds that the courts have no jurisdiction to determine title to or possession of foreign land barring two exceptions: enforcement of contractual or equitable obligations in personam, and where the question of title arises in the course of administering an estate.

83. In relation to the documents from Nigeria, there is no evidence from the Osun state land registry supporting the Nigerian lawyer’s opinion that it was

a fake document. It was a form and was never pleaded in evidence. Moreover, The Osun state land registry is the only authority that can determine any question in relation to the form, not a random lawyer. The lawyer's letter is at best opinion evidence and not admissible in evidence.

Conclusion

The issue regarding the finding of sham regarding my family trust deed is a dispute of law not of fact because the Court main reason for ruling that it was a sham was because ia form A restriction was not entered in 2017. Since the superior court has ruled that it is not a requirement to enter a form A restriction and that couple can hold their property in any form they so choose, it follows that SRA cannot sustained their allegation of providing false information to the court when my thought are guided by my understanding of the law

Secondly, the argument that I was paying the mortgage without having any beneficial interest in the property is an undue interference with family life and privacy. How everybody chooses to live their life is different. Nonetheless, the finding that I was paying the mortgage was misstated because the bank statement that the Firm submitted at the hearing was disclosed for the underlying proceeding concerning the 9 payments not in proof of mortgage payment, therefore, the Judge should have disallowed the use, or better still to order the Firm to apply for full disclosure of my household bank account statement before such a determination could be made

<u>The Law</u>

<u>Alleging deliberate misconduct against professionals</u>:

84. In the case of fraud and deceit, Snowden J recently stated that the authorities established that parties should not plead a case without a "solid foundation" in the evidence, as opposed to a case based on "speculation and inference": Federal Deposit Insurance Corp v Barclays Bank Plc' Note aslo the dicta in Shulman v Hogan Lovells on a preliminary issue concerning claims of conflict of interest and breaches of duty by solicitors (citing in turn Snowden J in Federal Deposit Insurance Corp v Barclays Bank) with regard to alleging deliberate misconduct on the part of professionals: There is one

further factor concerning the evidential basis for the claims made by Mr Shulman which is that they are advanced as claims of deliberate misconduct. This is an allegation of a very serious nature. Whilst it is not a claim in fraud or deceit as such, the need to have a solid evidential foundation for the allegations is undoubtedly reinforced in a case where deliberate misconduct is alleged against professionals.

Fraud and Dishonesty:

85. In JSC Bank of Moscow v Kekhman [2015] EWHC 396 (Ch), Flaux J observed that the correct test is whether or not, based on the primary facts pleaded, an inference of dishonesty is more likely than one of innocence or negligence. Bryan J said, citing and approving a previous statement of Flaux J in the same case (Bank of Moscow v. Kekhman [2018] EWHC 791 (Comm)): "[t]he correct test is whether or not, on the basis of the primary facts pleaded, an inference of dishonesty is more likely than one of innocence. Furthermore, Lord Millett's comment in Three Rivers District Council v. Bank of England [2001] UKHL 16; [2003] 2 AC 1 that "fraud or dishonesty must be sufficiently particularised, and that particulars of facts which are consistent with honesty are not sufficient. As Lord Millet put it, there must be some fact "which tilts the balance and justifies an inference of dishonesty." In this case, however, the primary facts do not provide any cogent basis for drawing an inference of dishonesty or fraud.

The test of dishonesty

86. "The test of dishonesty is as set out by Lord Nicholls in Royal Brunei Airlines Sdn Bhd v Tan and by Lord Hoffmann in Barlow Clowe"s: [...] When dishonesty is in question the fact-finding tribunal must first ascertain (subjectively) the actual state of the individual's knowledge or belief as to the facts. The reasonableness or otherwise of his belief is a matter of evidence (often in practice determinative) going to whether he held the belief, but it is not an additional requirement that his belief must be reasonable; the question is whether it is genuinely held. When once his actual state of mind as to knowledgeable belief as to facts is established, the question whether his conduct was honest or dishonest is to be determined by the factfinder by applying the (objective) standards of ordinary decent people. There is no requirement that the defendant must appreciate that what he has done is, by those standards, dishonest."

Summary and Conclusion

87. It is not possible to infer dishonesty from facts that are equally consistent with honesty: " Mukhtar v Saleem [2018] EWHC 1729 (QB). Dishonesty should be easy to see. Where the person alleging fraud or dishonesty anchors her argument on inconsistent accounts, lies and exaggeration, the Tribunal is invited to adopt a stricter rule instead of just deciding just who to believe. In this case, the SRA case in based solely on the inconsistent and misleading information provided to the court by Mrs A and the Firm.

88. In the case of fraud and deceit, Snowden J recently stated that the authorities established that parties should not plead a case without a "solid foundation" in the evidence, as opposed to a case based on "speculation and inference": *Federal Deposit Insurance Corp v Barclays Bank Plc'...* The fact that firm's counterclaim was not sufficiently particularised and appears to change at every minute shows that it is unsafe to make a finding such as dishonesty or fraud on a finding that is not safe. .

89. The Tribunal is invited to therefore exercise caution when dealing with allegations hinging on such incomplete and potentially unreliable bases. It is imperative that any findings of fraud, dishonesty, or deliberate misconduct be rooted in a robust and well-substantiated evidential foundation, rather than extrapolations from inconsistencies or conjectural narratives. This approach ensures the integrity of the judicial process and safeguards against unwarranted reputational damage to professionals who are subjects of these allegations

Statement of Truth

I believe that the facts and matters contained in this statement are true'

Gboyega Okunniga

19.06.2025