

IN THE MATTER OF *RESPONDENT 1 – NAME REDACTED*, ISABELLA IYAMA IROKA IYAMA-ONIBUDO AND *RESPONDENT 3 – NAME REDACTED*, solicitors

- AND -

IN THE MATTER OF THE SOLICITORS ACT 1974

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Mr A H Isaacs (in the chair)  
Mr J C Chesterston  
Mr D Gilbertson

Date of Hearing: 18th, 19th, 21st and 22nd March 2002

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## FINDINGS

of the Solicitors Disciplinary Tribunal  
Constituted under the Solicitors Act 1974

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An application was duly made on behalf of the Office for the Supervision of Solicitors by Jonathan Richard Goodwin solicitor and partner in the firm of JST Mackintosh of Colonial Chambers, Temple Street, Liverpool, L2 5RH on 16<sup>th</sup> February 2001 that *RESPONDENT 1* of Ned Nwoko, 259a Grays Inn Road, London, WC1X 8QT and Isabella Iyama Iroka Iyama-Onibudo of Iyama & Co, London, SE1 and *RESPONDENT 3* of London, SW12 might be required to answer the allegations contained in the statement which accompanied the application and that such order might be made as the Tribunal should think right. (The initial application also sought an Order pursuant to Section 43 of the Solicitors Act 1973 against Atakpu Jima a solicitor's clerk but the Tribunal had previously severed that application and dealt with it on another occasion. An Order pursuant to Section 43 was made in respect of Atakpu Jima on 15<sup>th</sup> October 2001.

The allegations against all of the Respondents were that they had been guilty of conduct unbecoming a solicitor in each of the following particulars namely:-

- (i) that they have failed to keep accounts properly written up for the purposes of Rule 11 of the Solicitors Accounts Rules 1991;
- (ii) that contrary to Rule 5A of the Solicitors Accounts Rules 1991 they paid and/or allowed office monies to be held in client bank account;
- (iii) that contrary to Rule 8 of the Solicitors Accounts Rules 1991 they drew money out of client account other than as permitted by Rule 7 of the said Rules;
- (iv) that they have utilised clients' funds for their own purposes;
- (v) that they made claims for costs on the Legal Aid Fund which they knew or ought to have known they could not justify;
- (vi) that they failed to exercise proper supervision of staff;
- (vii) that contrary to Rule 13 of the Solicitors Practice Rules 1990 they failed to ensure that each office from which they practised was properly supervised;
- (viii) that they failed to deliver and/or delivered late an Accountant's Report for the year ending 31<sup>st</sup> May 1999 due to be filed on or before 31<sup>st</sup> July 1999 and an Accountant's Report for the period 1<sup>st</sup> June 1999 – 17<sup>th</sup> December 1999 due to be filed on or before 17<sup>th</sup> June 2000 notwithstanding Section 34 of the Solicitors Act 1974 and the Rules made thereunder.

The firm was required to file an Accountant's Report every six months.

Note

The above mentioned allegations against each of the three Respondents are on the basis that they were or in the alternative allowed themselves to be held out as partner(s) and/or principal(s) of Awtar Singh & Co (incorporating Austin Sheikh & Co).

- (ix) in the alternative, if any of the Respondents contend that they were not a partner(s), and/or principal(s), in the practice of Awtar Singh & Co (incorporating Austin Sheikh & Co) or if the Tribunal find as a fact that any of the Respondents were not partners in the practice, then contrary to Rule 1 of the Solicitors Practice Rules 1990 they allowed themselves to be held out as a partner(s) and/or principal(s) when no such partnership existed. As a consequence of the false arrangement, they represented to third parties, in particular the Legal Aid Board and/or The Law Society that there was a partnership when, in reality, no such partnership existed.

The application was heard at the Court Room, 3rd Floor, Gate House, 1 Farringdon Street, London EC4M 7NS on 18<sup>th</sup>, 19<sup>th</sup>, 21<sup>st</sup> and 22<sup>nd</sup> March 2002 when Jonathan Richard Goodwin solicitor and partner in the firm of JST Mackintosh of Colonial Chambers, Temple Street, Liverpool, L2 5RH appeared as the Applicant, *RESPONDENT 1* was represented by Mr Reza of Queen's Counsel, Mrs Onibudo was represented by Mr Engelman of Queen's Counsel and Mr Bazzani of Counsel and *RESPONDENT 3* was represented by Mr Fitzpatrick of Counsel.

The evidence before the Tribunal included the following documents served at the hearing:-

1. Statement of *RESPONDENT 3*.
2. Letter of 4<sup>th</sup> June 1997 (The Law Society and *RESPONDENT 1*).
3. Two bundles of documents handed up on behalf of *RESPONDENT 1*.
4. Letter written by Mr Goodwin (referred to in Mr Ireland's Report).
5. Letter from OSS to *RESPONDENT 1* re the firm of Awtar Singh dated 14<sup>th</sup> August 1997.
6. Letter (second letter from Mr Ireland).
7. Petition to the Master of the Rolls.
8. Letter dated 24<sup>th</sup> June 1999 from which a number of words had been "tippexed."
9. Bundle relating to the hearing before the Master of the Rolls.
10. Witness Statement of Mr Procaccini
11. Witness Statement of Mr MacSweeney.

The Tribunal heard the oral evidence of:-

1. Mr Ireland
2. Miss Smerdon
3. *RESPONDENT 1*
4. Mrs Onibudo
5. Mr Akpeki
6. Mr Inyama
7. Mr Kio
8. Mr Okunola
9. *RESPONDENT 3*
10. Mr Procaccini
11. Mr MacSweeney.

*RESPONDENT 1* and Mrs Onibudo denied all of the allegations. *RESPONDENT 3* admitted allegations (i), (ii), (iii) and (iv) but denied allegations (v), (vi), (vii), (viii). (Allegation (ix) was not applicable to *RESPONDENT 3* as he admitted responsibility as principal or partner in the firm).

At the conclusion of the hearing the Tribunal made the following orders:-

The Tribunal order that Respondent 1, of, London, WC1X solicitor, do pay a fine of £20,000 such penalty to be forfeit to Her Majesty the Queen, and they further order that he do pay 2/5 of the costs of and incidental to this application and enquiry (to include the costs of The Law Society's Investigation Accountant) to be subject to a detailed assessment if not agreed between the parties.

The Tribunal order that the Respondent, Isabella Iyama Iroka Iyama-Onibudo of London, solicitor, be struck off the Roll of Solicitors and they further order that she do pay 2/5 of the costs of and incidental to this application and enquiry (to include the costs of The Law Society's Investigation Accountant) to be subject to a detailed assessment if not agreed between the parties.

The Tribunal order that Respondent 3, of London, SW9 solicitor, be suspended from practice as a solicitor for the period of one year to commence on the 22<sup>nd</sup> day of March 2002 and they further order that he do pay 1/5 of the costs of and incidental to this application and enquiry (to include the costs of The Law Society's Investigation Accountant) to be subject to a detailed assessment if not agreed between the parties.

Note: In the cases of Mrs Onibudo and *RESPONDENT 3* the Tribunal agreed that the filing of the orders made in relation to each of them with The Law Society be suspended for the period of one week. As the Easter bank holiday intervened, the orders were filed with The Law Society on Tuesday 2<sup>nd</sup> April 2002.

The evidence before the Tribunal was as set out in paragraphs 1-97 hereunder:-

1. *RESPONDENT 1* was born in 1960 and was admitted as a solicitor in 1991.
2. Mrs Onibudo was born in 1960 and was admitted as a solicitor in 1996.
3. *RESPONDENT 3* was born in 1965 and was admitted as a solicitor in 1994.

The Evidence as to the status of the Respondents at the firm of Awtar Singh & Co

4. It was the Applicant's case that the Respondents carried on practice either as a principal or in partnership under the style of Awtar Singh & Co (incorporating Austin Sheikh & Co) from offices at 98 Kilburn High Road, London, NW6 4HS following the death of the former sole principal, Mr Awtar Singh, on 15<sup>th</sup> February 1997. The Law Society's records demonstrated that the First, Second and Third Respondents carried on the firm's business after Mr Singh's death either as sole principals or in partnership.
5. By letter dated 23<sup>rd</sup> August 1999 from a Mr David Dunitz on Awtar Singh & Co's letterhead it was indicated that Mr Dunitz had taken over as principal of the firm as at that date and that the firm had changed its name to "Kilburn Solicitors". Further it was said that Mrs Onibudo would continue to act as a partner of the firm. Subsequently The Law Society was notified by Mrs Onibudo on her own firm's letterhead that she had ceased to be a supervising partner of Kilburn Solicitors on 27<sup>th</sup> September 1999 owing to pressures of work.
6. At various times during the period *RESPONDENT 1* and Mrs Onibudo were shown on the firm's letterhead to be partners at Awtar Singh & Co. They also had their own practices respectively Ned Nwoko solicitors at 259a Gray's Inn Road, London and Iyama & Co at 30-32 Tabbard Street. London, SE1.
7. The solicitors firm of Awtar Singh & Co operated from an office at 98 Kilburn High Road, London, NW6 4HS. An employee at the firm of Awtar Singh & Co was Mr Atakpu Jima who was sometimes described as a "trainee solicitor" and "practice manager." It appeared that Mr Jima made it his concern to ensure that the firm of Awtar Singh & Co continued to operate. The Tribunal had before it evidence that Mr Jima was untrustworthy. In an appeal against a criminal conviction in a wholly unrelated matter some years previously Mr Jima had had his conviction squashed but the Appeal Court Judge described him as a dishonest rascal. On 15<sup>th</sup> October 2001

the Tribunal had made an Order pursuant to Section 43 of the Solicitors Act 1973 in respect of Mr Jima.

8. The Law Society's records showed that each of the Respondents practised as principals of the firm of Awtar Singh & Co as follows:-
 

15.02.97 – 1.02.98	<i>RESPONDENT 1</i> on his own account
01.02.98 – 28.02.98	<i>RESPONDENT 3</i> on his own account
28.02.98 – 30.10.98	<i>RESPONDENT 3</i> and Mrs Onibudo in partnership
21.10.98- 30.11.98	partnership
01.12.98 – 23.08.99	Mrs Onibudo on her own account
	Mrs Onibudo and <i>RESPONDENT 1</i> in partnership
9. *RESPONDENT 3* accepted that he was the principal of the firm between the 1<sup>st</sup> February 1998 and 28<sup>th</sup> February 1998 and also took the view that between 28<sup>th</sup> February 1998 and 30<sup>th</sup> October 1998 he and Mrs Onibudo were principals of the firm in partnership. There had been no written partnership agreement between them.
10. *RESPONDENT 1*'s position was that from 15<sup>th</sup> February 1997 to 1<sup>st</sup> February 1998 he was not a sole principal but a "supervisor." *RESPONDENT 1* said that from the 1<sup>st</sup> December 1998 until about February in the following year he was again a supervisor and did not consider himself to have been in partnership with Mrs Onibudo.
11. Mrs Onibudo took the position that she had never been a principal or partner in the firm. She had not been in partnership with *RESPONDENT 3* or with *RESPONDENT 1*. Her connection with the firm could be summarised as being a supervisor of files of which unadmitted members of staff had conduct and as adviser in connection with the firm's proposed application for a Legal Services Commission Franchise as she had experience in that field.
12. *RESPONDENT 3*'s position was clear. In December 1997 or January 1998, he had been introduced to Mr Jima by Mrs Onibudo and had been told that *RESPONDENT 1* was about to take up a career in politics in Nigeria. It appeared that the firm of Awtar Singh was "available." No sum was being sought for the firm or its goodwill. It appeared to be undertaking a degree of work and was solvent but was not making any great profit. *RESPONDENT 3* saw this as a good opportunity and he believed the firm had the potential to be profitable. He had spent an appropriate amount of time at the firm and during the period when he was there, on his own admission, as sole principal, there appeared to have been no serious breaches of the rules and regulations governing solicitors. There had been some minor breaches of the Solicitors Accounts Rules and *RESPONDENT 3* had admitted these on the basis that he was at the time either a sole principal or a principal in partnership and his inability was inescapable.
13. *RESPONDENT 3* had also been a partner at the firm of Procaccini & Farrell & Co at which Mrs Onibudo had been a trainee. As soon as she qualified Mrs Onibudo had been keen to open her own firm in a different part of London. As Mrs Onibudo could not be a sole principal until she was three years qualified, *RESPONDENT 3* had agreed, with Mr Procaccini's approval, to supervise Mrs Onibudo in her new firm

and he had also taken on the firm of Awtar Singh & Co. Mr Farrell was to continue to devote sufficient time to Procaccini Farrell & Co. *RESPONDENT 3* said that he believed that in relation to Awtar Singh he had been in a partnership arranged without formality with Mrs Onibudo. *RESPONDENT 3*'s partner, Mr Procaccini, had in due course become concerned at *RESPONDENT 3*'s lack of support and input into the firm of Procaccini & Farrell and had raised the matter with *RESPONDENT 3*. *RESPONDENT 3* in the Autumn of 1998 decided he could no longer run the firm of Awtar Singh but he had understood that *RESPONDENT 1* would be returning from Nigeria at the beginning of November 1998 and that he was willing to reassume responsibility for the firm in partnership with Mrs Onibudo. *RESPONDENT 3* had left the firm of Awtar Singh & Co at the end of October 1998. *RESPONDENT 3* also withdrew as the supervising partner in Mrs Onibudo's firm in January 1999 to be succeeded by Mr Kio.

14. In support of his contention that he had not been a principal in the firm *RESPONDENT 1* drew the attention of the Tribunal to the following matters. *RESPONDENT 1* had his own firm in Grays Inn Road, London. His wife was a solicitor and by the time of the hearing she had been qualified long enough to run a practice on her own and at the time of the hearing she was running the practice of Ned Nwoko from about March 1998. *RESPONDENT 1* had been busy pursuing a career in politics and had been elected to the Nigerian House of Representatives
15. In an interview with Mr Ireland, the Monitoring & Investigation Unit Officer ("the MIU Officer") on 1<sup>st</sup> October 1999:-
  - (i) *RESPONDENT 1* had said he certainly was not then a partner and Mrs Onibudo had said she was no longer a partner and that she had not been paid while she was at the firm of Awtar Singh.
  - (ii) *RESPONDENT 1* had said that he ceased to be a partner at the end of February 1999. He said he assumed that Mr Jima would notify The Law Society that he was no longer a partner.
  - (iii) Mrs Onibudo confirmed that she had been in partnership since 1<sup>st</sup> December 1998.
  - (iv) In response to the question as to whether they were both equity partners *RESPONDENT 1* responded by saying there was no consideration of any description and Mrs Onibudo agreed. It was correct that there was no written partnership agreement.
  - (v) *RESPONDENT 1* said he was just supervising and did not have any interest other than supervising. He said Mrs Onibudo was just supervising. When asked what the partners' profit sharing ratios were, *RESPONDENT 1* said he had no financial interest whatsoever and Mrs Onibudo confirmed her position to be the same.
  - (vi) *RESPONDENT 1* and Mrs Onibudo stated during the course of the interview that they were not signatories on the client account of Awtar Singh.
16. Awtar Singh & Co wrote to The Law Society on 1<sup>st</sup> December 1998 stating:-  
 "We write to inform you that with effect from the 1<sup>st</sup> December 1998 Mr \*\* would be returning and acting as principal of the firm. Please amend your records accordingly.

Thank you.

Yours faithfully"

17. On the letterhead *RESPONDENT 1* was shown as principal of the firm. *RESPONDENT 1* believed that letter had been sent by Mr Jima. The firm's letterhead also showed that *RESPONDENT 1* was a principal in May 1999.
18. In a letter dated 16<sup>th</sup> December 1999 which *RESPONDENT 1* wrote to the OSS *RESPONDENT 1* said he had been involved in the firm in December 1998 and finished in February 1999. As far as *RESPONDENT 1* had been concerned he believed Mr Jima had been the owner of the firm. He had been led to believe that Mr Jima was qualified as a lawyer in Nigeria and was studying to qualify as an English solicitor. Mr Jima had been well known within the Nigerian community as a solicitor and *RESPONDENT 1* together with many others had been deceived. For the period February 1997 to February 1998 *RESPONDENT 1* had received fixed remuneration for his supervision of the practice. He had attended in the evenings from time to time. He had made himself available to answer questions. The firm did have some employed solicitors and *RESPONDENT 1* did not feel that closer supervision had been necessary.
19. The Tribunal had before it letters addressed by Awtar Singh & Co to The Law Society dated 29<sup>th</sup> June 1999 on which letterhead the principals of the firm were shown as *RESPONDENT 1* and "I. Iyama." On letterhead of Awtar Singh & Co solicitors dated 22<sup>nd</sup> March 1999 addressed to the Legal Aid Board the principals were shown as "*RESPONDENT 1* and I. Iyama." A letter addressed by Awtar Singh & Co to the Area Manager of the Legal Aid Board dated 9<sup>th</sup> December 1998 showed the principals of the firm to be *RESPONDENT 1* and Isabella Onibudu. In the first of those letters "principal" had been spelt "principle." In the third letter *RESPONDENT 1*'s name was printed "Ned Nwoko" which was not how he would describe himself as he would usually on letterhead describe himself as "\*\*." [REDACTED] It was pointed out that Mrs Onibudo's name had been incorrectly spelt. A letter dated 4<sup>th</sup> June 1997 from The Law Society to *RESPONDENT 1* at Awtar Singh & Co confirmed The Law Society's understanding that *RESPONDENT 1* was "not supervising" the firm.
20. It was *RESPONDENT 1* and Mrs Onibudo's position that those letters emanating from Awtar Singh & Co had been written without their knowledge or consent and had been the work of the dishonest and fraudulent Mr Jima.
21. In evidence the MIU Officer said that during his interview with *RESPONDENT 1* and Mrs Onibudo they had described their arrangement as a "non-financial partnership."
22. The MIU Officer had discussed the position with Mr Jima and he had confirmed that Mrs Onibudo had signed Legal Aid claim forms. He explained that she signed her signature differently on different forms.
23. It appeared that before Mr Awtar Singh's death, Mr Jima had been in contact with The Law Society. A letter written by Awtar Singh & Co to The Law Society on 18<sup>th</sup> December 1996 stated:-

"Austin Sheikh & Company

This is to notify you that we intend forming a working relationship with the above Company, a firm of immigration law practitioners.

The office will be manned by a solicitor qualified in England (currently holding no Practice Certificate), to be employed, Austin Atakpu Jima – trainee solicitor (Practice Manager), Pat Edet – barrister and solicitor of the Supreme Court of Nigeria, Folake Emejulu – barrister and solicitor of the Supreme Court of Nigeria.

We shall be responsible for supervision and management of the said firm as provided by Practice Rule 13(1)(a)(ii) and control of the clients' account for the said purpose.

This arrangement is intended to be effective from the 8<sup>th</sup> January 1997.

We hope the proposed arrangement satisfies your requirements. However, should you require any further information, in the matter, please do not hesitate to contact us.

Yours faithfully,  
Awtar Singh"

24. On 13<sup>th</sup> January 1997 The Law Society wrote to Mr Jima pointing out:-

"Rule 11 states that the name of the firm of solicitors shall consist only of the name or names of one or more present or former principals. It would not therefore be permissible for Awtar Singh & Co (being a solicitors' firm) to use the name "Austin Sheikh and Company" being a non-solicitor business) after the former has taken over the latter."

25. On 20<sup>th</sup> January 1997 The Law Society confirmed that the "new" practice had been registered.

26. In a letter dated 12<sup>th</sup> March 1997 addressed by Awtar Singh & Co solicitors (incorporating Austin Sheikh & Co) to *RESPONDENT 1* it was said:-

"Further to our discussion yesterday, I can confirm our agreement to your acting as a consultant to the firm, at a fee of £5,000 per annum.

If you have any queries or require further information please do not hesitate to contact me."

The letterhead bore the following names:-

Awtar Singh (solicitor)  
Austin A Jima BSc  
Ali Sheikh LL  
Pat Edet BSc LL.B, BL



F E Emejulu LLB.,BL

This letter was, of course, written after the death of Mr Awtar Singh in February of 1997. It appeared to have been written by Mr Jima.

27. On 27<sup>th</sup> May 1997 *RESPONDENT 1* wrote the following letter to The Law Society.

"27 May 1997

The Law Society

Dear Madam/Sir

Awtar Singh & Co, (Incorporating Austin Sheikh & Co)

I have been requested to supervise the offices of Awtar Singh & Co (incorporating Austin Sheikh & Co) under Rule 13. However, I am not quite sure as to the extent of my responsibilities and liabilities under such an arrangement, hence I have decided to write to you for a written advice.

I understand that the firm of Awtar Singh & Co (incorporating Austin Sheikh & Co) was previously supervised by Mr Awtar Singh who sadly died February this year.

I understand also that Awtar Singh & Co (incorporating Austin Sheikh & Co) does not do any contentious matters and does not seek any right of audience. I am informed that they have three foreign registered lawyers in full time employment. Amongst other things please advise on the following:-

1. Am I able to act as supervisor to a firm of lawyers (foreign registered)?
2. How often will I have to attend the offices?
3. Will the office be seen as a branch office of Ned Nwoko Solicitors?
4. Is there a requirement for a qualified solicitor to be present at all times at Awtar Singh & Co (incorporating Austin Sheikh & Co)?
5. Is there a requirement that I be a signatory to the client account?
6. Can any of the foreign registered lawyers be a signatory to the client account?
7. Can I supervise such an office under its existing name or must the name be changed to my firm's name.
8. What benefits, if any, do you see under such an arrangement either for my firm or the firm of Awtar Singh & Co (incorporating Austin Sheikh & Co).

I would be most grateful to receive your advice as soon as possible.  
However, should you require more information kindly telephone me.

Yours faithfully  
\*\* - REDACTED  
Ned Nwoko Solicitors"

"27<sup>th</sup> May 1997

The Law Society

Dear Madam

Awtar Singh & Co (incorporating Austin Sheikh & Co)

Thank you for your letter of 8<sup>th</sup> April 1997.

I telephoned and spoke with you on 21<sup>st</sup> May 1997 when you promised to call me back. However, I am yet to hear from you.

May I also confirm that I am not the Practice Manager of Awtar Singh & Co (incorporating Austin Sheikh & Co). I was however acting as a consultant to this firm from March 1997.

I have been approached by Mr Austin Sheikh with a view to supervising his office. I am by this post writing to the Ethics Department of The Law Society with a view to ascertaining the responsibilities and liabilities under the proposal.

I hope this clarifies the position.

Yours faithfully  
\*\* - REDACTED  
Ned Nwoko solicitors

28. During the course of giving his evidence *RESPONDENT 1* produced copies of the following correspondence:-

"3<sup>rd</sup> June 1997

(The letterhead was as follows)  
Awtar Singh (solicitor)  
Austin A Jima BSc  
Ali Sheikh LL.B.,BL  
F.E. Emejulu LL.B.,BL"

The Law Society

Dear Lorraine

Further to our telephone conversation, I can confirm that Messrs Ned Nwoko will henceforth be responsible for supervision of the firm.

Should you require any further information regarding the above, please do not hesitate to contact us.

Thank you.

Yours sincerely,  
Awtar Singh & Co"

29. The Law Society replied to *RESPONDENT I*'s letter of 27<sup>th</sup> May:-

"8<sup>th</sup> July 1997

Dear Sirs

Thank you for your letter of 27 May 1997 and I apologise for the delay in replying.

I enclose an extract from the "Guide to the Professional Conduct of Solicitors" (1996), which deals with arrangements on death of a sole principal. This guidance covers most of the points you have raised in your correspondence. I have also enclosed a copy of Practice Rule 13 which deals with supervision and management of an office.

It is not clear from your correspondence whether you have been appointed as manager of Awtar Singh & Co although I assume for the purpose of this correspondence that you have.

May I also draw your attention to the Solicitors Accounts Rules 199 1, Section 11, sub-section 6 where it states that a withdrawal from a bank or building society account forming part of a client account may only be made where specific authority in respect of that withdrawal has been made, inter alia, a solicitor who holds a current practising certificate or a registered lawyer who is a partner or director of the practice.

The benefit to the firm of Awtar Singh & Co is the appointment of a suitable solicitor manager which precludes the need for the Law Society to intervene in the practice. The possible benefit to Ned Nwoko solicitors is the acquisition of further work.

I hope I have been of some use to you.

Yours faithfully  
(Signed) Maria Round (Mrs)

Guidance Officer"

30. On 19<sup>th</sup> January 1998 the following letter was written from Awtar Singh & Co to The Law Society. The letterhead bore the following names:-

"\*\* - REDACTED (solicitor) LL.M (Lond)

Austin A Jima BSc

Pat Edet LL.B

Ali Sheikh LL.B

F.E. Emejulu LL.B

N. Seetharaman LL.B

T. Okunola LL.B

I write to advise you that I will not be supervising the above firm with effect from 1<sup>st</sup> February 1998.

All my interest in the firm is relinquished as from the above date"

The letter appeared to be signed Ned Nwoko, Awtar Singh & Co. It was *RESPONDENT 1*'s evidence that he would never have signed his name "Ned Nwoko" but rather "\*\*\*" [REDACTED] and the Tribunal was invited to conclude that that letter had not been written by him. However he did not dispute – indeed he asserted – the accuracy of what was stated in the letter. It was not disputed that *RESPONDENT 3* took over the firm on 1<sup>st</sup> February 1998.

31. *RESPONDENT 1* agreed that he had relinquished his interest in the firm of Awtar Singh & Co at that time in order to pursue a career in politics in Nigeria.
32. During the period following Mr Awtar's Singh's death until 1<sup>st</sup> February 1998 there was no evidence before the Tribunal that any person other than *RESPONDENT 1* could have satisfied the requirements for proper supervision of the firm or that he was supervising it on behalf of the personal representatives of the deceased sole principal, Mr Awtar Singh.
33. *RESPONDENT 1* accepted that he had again been asked to act as a supervisor of the firm after *RESPONDENT 3* left.
34. *RESPONDENT 1*'s evidence was that he had on this second occasion been asked by Mr Jima to act as supervisor sometime during the month of December 1998. He had in fact taken an interest in the firm in about January of 1999 but had been unable to continue and had ceased to supervise in about February of 1999. *RESPONDENT 1* said he had assumed that Mr Jima would notify The Law Society when he ceased to supervise.
35. *RESPONDENT 1* had written a letter to Mr Jima dated 9<sup>th</sup> June 1999 in which he said:-

"Further to our various discussions in January this year regarding the supervision of your office and as I have not been able to do so due to my other commitments I write to formally confirm that I cannot carry out the

supervision. I hope that you have been able to locate another supervisor as discussed.

I also understand that my name is still on your letterhead. Kindly ensure that the same is removed forthwith."

36. On 29<sup>th</sup> June 1999 *RESPONDENT 1* wrote the following letter to The Law Society:-

"I did supervise the office of Awtar Singh between January and February this year although I formally gave notice of my inability to continue to supervise his office only last month.

All the files reviewed and commented on by the Legal Aid Board were for work done before I became involved with that firm and as such I cannot comment on the adequacy or otherwise of the supervision as contained in your letter. There has not been any complaint for the two months that I supervised that firm.

37. On 8<sup>th</sup> December 1999 *RESPONDENT 1* wrote the following letter to The Law Society:-

"Dear Sirs

Complaint from the Legal Aid Board re: Awtar Singh

I refer to my telephone discussion with you this morning during which I requested for this letter not to be disclosed to third parties. I am writing a separate cover of letter because of the nature of what I have discovered about Austin Atakpu-Jima and I would urge you to make prompt and detailed inquiries based on the same. There is no doubt that after your inquiries you will only have one person to hold responsible for what has gone on at Awtar Singh.

I was never told by Austin Atakpu-Jima that there were any ongoing inquiries by the Legal Aid Board when he asked me to assist with the supervision of his office. He told me that Isabella Iyama-Onibudo had her own practice and I presumed that she was at least 3 or more years qualified to be able to run her own practice. Austin Atakpu-Jima told me that he was admitted as a solicitor but that he was not 3 years qualified. It was only a couple of months ago that I found out that he did not pass his Legal Practice Course. He has all along held himself out as a partner in the firm. In the course of your inquiries please inspect any pre-1988 files in his office and you must surely see evidence of what I am saying. He has prepared and signed for most of the letters to the Legal Aid Board without any reference to me, at least on any matters that might concern my involvement with the firm. It is noted that most correspondence from the Legal Aid Board was addressed to the senior partner.

I was misled by Austin Atakpu-Jima into believing that Isabella Iyama-Onibudo was a signatory to the client and office accounts when she was not. I

had all along believed that Isabella Iyama-Onibudo was in control of the firm's accounts.

I am convinced that Austin Atakpu-Jima is treating the current sole practitioner whose name I believe is Mr David Dunitz in the same way that he treated me. I am sure that Mr Dunitz does not know of the ongoing Legal Aid Board inquiries or of the Office for the Supervision of Solicitors reports. If at all he is aware then it would have been from third parties and not from Austin Atakpu-Jima himself. I am sure that Austin Atakpu-Jima would have told him that he was a solicitor who requires additional supervision. In effect I am sure that Mr Dunitz is in the dark because I understand that Austin Atakpu-Jima opens all correspondence coming into the office. I suggest that you do not write to Mr Dunitz as Austin Atakpu-Jima will certainly intercept such a letter. Instead I suggest that you talk to him discreetly outside the office.

If you carry out further inquiries and you discover that there was an intention by Austin Atakpu-Jima to deceive either myself, the Legal Aid Board, The Law Society, the Office for the Supervision of Solicitors or anybody else as to whether he was a solicitor or not or as to whether he was making false claims, then it is unfair and unjust to hold me or anybody else responsible for his criminal intent or actions. I am sure that I will be vindicated after your inquiries as it is most unfortunate that such allegations could be made against me based on matters, which I was ignorant about through the deliberate and criminal intentions of a third party.

I believe now that I have been misled and deceived by Austin Atakpu-Jima regarding the extent of his qualifications and that of Ms Iyama-Onibudo's. I request that further inquiries be carried out into Austin Atakpu-Jima's conduct because at the end of the day it is innocent people like myself who are penalised while his firm continues untouched.

In the course of my inquiries on Austin Atakpu-Jima I have been informed that he might have been to prison and that there was a television programme on him many years back when he was shown to have claimed to be a solicitor. Of course it is entirely up to you to carry out prompt inquiries but it would be manifestly unjust to infer criminal intent on someone who is also a victim himself and who has not reason to be dishonest as there was no financial gain whatsoever.

Yours sincerely

\*\*

Ned Nwoko solicitors"

38. *RESPONDENT 1* told the Tribunal that he had endured a stressful period of time when his own and his wife's mother had been taken ill and had died within a short period of time. The death of *RESPONDENT 1*'s mother had occurred in June of 1999. *RESPONDENT 1* had been elected to the House of Representatives in Nigeria in March of 1999.

39. In evidence Mrs Onibudo confirmed that she had been a trainee solicitor with Messrs Procaccini Farrell & Co at Stockwell. She said she had not liked the area from which the practice had operated and she had sought to open her own practice in Borough.
40. Mrs Onibudo told the Tribunal that she had had a short personal relationship with Mr Jima. She had met Mr Jima at a social gathering of Nigerian lawyers and had believed him to be fully qualified in Nigeria. She confirmed, as did *RESPONDENT 1*, that a framed certificate hung on the wall behind Mr Jima's desk in his office at Awtar Singh & Co.
41. In evidence Mrs Onibudo said she was not either a principal or a partner at the firm of Awtar Singh & Co. Her only involvement had been to offer advice and supervision. She had carried out a lot of the work at her own firm in connection with an application for a Legal Services Commission franchise. She had helped unadmitted members of staff at Awtar Singh with their files on immigration matters in order to show them how the files should be maintained in order to comply with the requirements of a franchise audit. She had also offered advice as to the way in which the office should be run bearing in mind that she had already prepared office manuals for her own practice.
42. The Legal Aid Board (as it then was) had been concerned that the firm of Awtar Singh & Co did not meet the levels of supervision required by Legal Aid Regulation 20. On 22<sup>nd</sup> February 1999 two representatives of the commission conducted a joint interview with Mrs Onibudo and Mr Jima. Mrs Onibudo had stated that she supervised two members of staff who she met on a daily basis. Mrs Onibudo had confirmed that *RESPONDENT 1* was a partner in the firm. Following the Legal Services Commission's review of the supervision arrangements at the firm, its failures to keep files properly and the fact that it appeared that incorrect claims had been made on the Legal Aid Fund, the Area Office of the Legal Aid Board decided to put in place a "vendor hold." The Legal Aid Board notified the firm of Awtar Singh & Co by letter of 17<sup>th</sup> March 1999 that the Board's Chief Executive had authorised a "vendor hold" on the firm's Legal Aid account.
43. The Area Committee of the Legal Aid Board considered the matter on 19<sup>th</sup> May 1999. Awtar Singh & Co provided a Skeleton Argument drafted by Counsel in which it was said:-

"Each file before the Area Committee (and indeed all other files) are subject to the supervision of the two principals which is carried out on a regular basis as and when needed."
44. The letterhead of Awtar Singh & Co sending that Skeleton Argument to the Board showed the principals of the firm to be \*\* - REDACTED and I Iyama.
45. At the Area Committee hearing on 20<sup>th</sup> May 1999 Mrs Onibudo and Mr Jima were present as was Counsel. The Committee expressed concern that there had been interference with some evidence and that witness evidence had been inconsistent. It adjourned the hearing in order to refer the matter back to the Board to decide whether or not the case should be referred to the OSS.

46. On 15<sup>th</sup> July 1999 the Area Committee met again to consider the appeal of Awtar Singh & Co against the "vendor hold." Mrs Onibudo, Mr Jima and Counsel were present.
47. The Tribunal had before it a copy of the Memorandum produced by that Committee. It recorded that questions were directed at Mrs Onibudo and in response she said she joined Awtar Singh & Co as a partner in September 1998. When asked on what basis did she join and was it as an equity partner she responded:-
- "Neither, rather I came into the firm to help in its restructuring programme and the understanding was that I would be remunerated if the restructuring was successful. At the moment I am not being paid anything at all."
48. When asked "Who engaged you?" Mrs Onibudo replied "Mr Ned Nwoko." She was asked the question "With whom did you have the above arrangement. Was it Mr F, the former partner of the firm, or with Mr Ned Nwoko?" She replied "It was not with a particular person rather it was with Awtar Singh as a firm."
49. The following questions of and answers by Mrs Onibudo were also recorded:-
- "Q On what day did Mr FF cease to have involvement in the firm?
- A End of November 1998.
- Q So does Ned Nwoko own the entire equity in the firm?
- A Yes."
50. Mrs Onibudo did not answer the question when she was asked why did *RESPONDENT 1* write a letter stating that he was supervising the firm which he allegedly owned.
51. The Area Committee found that the evidence before it raised some concerns about the ownership of the firm. The Area Committee pointed out that the purpose of the letter from *RESPONDENT 1* to The Law Society dated 1<sup>st</sup> December 1998 was to notify The Law Society that *RESPONDENT 1* had taken over the practice of Awtar Singh & Co. They also referred to two letters in the file of one of Awtar Singh's clients (Mr M N) which provided contradictory information as to the identity of the firm's principal. Two letters had been written within a day of each other - the 23<sup>rd</sup> and 24<sup>th</sup> October 1998 – when the former had the name of Mr Finton Farrell as principal and the latter had *RESPONDENT 1*'s name as principal.
52. The Committee expressed the view that the ownership of Awtar Singh & Co was not clear cut.
53. In response to enquiry made by the Legal Aid Board of The Law Society by letter dated 8<sup>th</sup> September 1999, The Law Society provided the following information about the three Respondents:-



" \*\* - REDACTED

Admitted as a solicitor 2<sup>nd</sup> September 1991

2.9.91 to 1.9.92 Assistant solicitor with Pascalides Pillai & Jones of London WC1. Became partner 1.9.92 and firm changed its name to Pascalides & Co. He remained a partner until 27.1.95.

From 1.2.95 until 13.5.96 *RESPONDENT 1* was a sole trader under the style of Ned Nwoko. A partnership was then formed and he was a partner of Ned Nwoko until 18.3.99 when he reverted back to being a sole trader.

*RESPONDENT 1* was also a sole trader under the style of Kilburn, solicitors of London, NW6 from 15.2.97 until 1.2.98 and a partner of that firm from 1.12.98 until 23.8.99.

*RESPONDENT 3*

Admitted as a solicitor 4.1.94.

From admission and currently, *RESPONDENT 3* has been a partner of Procaccini Farrell & Co.

He was also a sole trader as Kilburn solicitors from 1.2.98 until 28.2.98 and a partner from that date until 30.10.98.

*RESPONDENT 3* was a partner with Iyama & Co of London SE1 from 2.3.98 until 1.2.99 and a partner of Audu & Co of London N1 from 2.11.98 until 30.11.98.

Mrs. Isabella Iyama Iroka Onibudo

Admitted as a solicitor 1.10.96.

From admittance until 27.2.98 assistant solicitor with Procaccini Farrell & Co. 4.3.98 until 31.1.99 sole trader as Iyama & Co, then partner from 1.2.99.

Mrs. Iyama-Onibudo was also a partner of Kilburns solicitors from 28.2.98 until 30.10.98 and has been a partner again at that firm from 1.12.98.

Mr. Okulokhonso Peter Ibhagbemien

Admitted as a solicitor 2 March 1998.

2.3.98 until 5.3.98 assistant solicitor with Kibedi & Co of London, SE13.

12.3.98 until 18.12.98 Locum solicitor working at Kilburns solicitors.

From 21.12.98 to date he is a partner at Douglas, Peters & Co of London, E15.

54. The name of Awtar Singh & Co had by then been changed to "Kilburn Solicitors" and the reference to "Kilburn Solicitors" was in fact a reference to the firm of Awtar Singh & Co. That name change had taken place when another solicitor had taken over the firm in August 1999.
55. There had been a hearing before the Area Committee of the Legal Aid Board (Appeal Hearing) on 20<sup>th</sup> June 2000. The Area Committee (Appeal Hearing) considered in some detail whether or not there had been proper supervision that would satisfy Legal Aid Regulation 20. The Area Committee (Appeal Hearing) reported that the Appellants, Awtar Singh & Co, were unrepresented. The Area Committee (Appeal Hearing) was assisted by Mr Alan Maclean of Counsel as amicus curiae.
56. The Area Committee (Appeal Hearing) Report stated:-
- "The Committee began by asking who the principals of the Appellant firm were. Mr Maclean responded by referring to a letter dated 9<sup>th</sup> December 1998 from Awtar Singh & Co in which two people – Ned Nwoko and Isabella I. Onibudo are identified as principals. He said this letter should be juxtaposed against another letter from The Law Society dated 8<sup>th</sup> September 1999 which indicates that Mr A Singh was the sole trader at all times and that there is no record of any other solicitor or firm of solicitors taking over the supervision of Awtar Singh & Co."
57. The Chairman then drew the attention of the Appeal Committee to a letter dated 1<sup>st</sup> December 1998 which had been produced by Awtar Singh & Co at the last adjourned hearing of the appeal on 14<sup>th</sup> July 1999. The letter was purportedly written by Ned Nwoko and its purpose was to notify The Law Society that he had taken over supervision of Awtar Singh & Co.
58. Mr Awtar Singh died on 15<sup>th</sup> February 1997. Everything done by the Appellants since that date must therefore, on the face of it, be considered to be improper.
59. The Appeal Committee found that Awtar Singh & Co ceased to exist on 15<sup>th</sup> February 1997 following the death of Mr Awtar Singh.
60. The Appeal Committee also reported that evidence was given to the Committee that the partners in Awtar Singh & Co at the relevant time were Isabella I. Onibudo and Ned Nwoko. The Committee recommended that the OSS and The Law Society be notified of the activities of all parties involved in the firm of Awtar Singh & Co. It was the Committee's view that the evidence from the various parties to the appeal was incapable of belief. In the Committee's decision following the hearing on 20<sup>th</sup> June 2000 the Committee concluded:-
- "Evidence was given to the Committee that the partners of Awtar Singh & Co (incorporating Austin Sheikh & Co) at the relevant time were Isabella I. Onibudo and Ned Nwoko. The Committee finds that evidence to be unreliable in the light of the evidence provided by The Law Society that neither of these two persons had any connection with this firm."

It went on to say:-

"However even if it could be argued that *RESPONDENT 1* and Mrs Onibudo were partners of the firm neither was, on the evidence before the Committee, in a position to supervise the firm of Awtar Singh & Co (incorporating Austin Sheikh & Co)..... Therefore the Committee concluded that there [they] were not solicitors who were partners or principals of the firm of Awtar Singh & Co from 15<sup>th</sup> February 1997. The reality was that Mr Atakpu Jima effectively acted as principal at the firm and he was unadmitted."

61. The Tribunal concluded that the letter from The Law Society dated 8<sup>th</sup> September 1999 was ambiguously worded and that the Area Committee of the Legal Aid Board had understandably but erroneously reached a conclusion that neither *RESPONDENT 1* nor Mrs Onibudo had any connection with the firm of Awtar Singh which the Committee found had ceased to exist on Mr Singh's death. The Law Society's letter however was written on the basis that Kilburn's solicitors was the firm of Awtar Singh following a change of name.
62. The Law Society resolved to place conditions on Mrs Onibudo's Practising Certificate. Mrs Onibudo applied for leave for Judicial Review of that decision supported by a witness statement. The Tribunal had before it a copy of that witness statement. In that witness statement Mrs Onibudo said:-

"I was a partner in the firm of Kilburn, solicitors, which until 22<sup>nd</sup> August 1999 was known as Awtar Singh & Co solicitors (incorporating Austin Sheikh Co) with Mr Dunitz.

In relation to Kilburn & Co I undertook supervisory duties there only until I resigned from that firm on 27<sup>th</sup> September 1999. However I was not involved in the control of the case files until the beginning of March 1999 when I undertook supervision of files with Mr Ned Nwoko. I terminated my relationship at that firm in September 1999 as observed above."

63. Mrs Onibudo had filed with the Tribunal a witness statement in which she said she was not able to become a partner on her own account until October 1999 when she would have achieved three years post qualification. It was within that context that her involvement with Awtar Singh & Co should have been viewed.
64. On 2<sup>nd</sup> March 1998 Mrs Onibudo established the firm of Iyama & Co (at Borough in South London) in partnership with *RESPONDENT 3*. *RESPONDENT 3* had acted in a supervisory role of that firm until 31<sup>st</sup> January 1999. A Mr Kio then became a partner and performed a supervisory role. She said that she understood *RESPONDENT 3* became the partner of the firm of Awtar Singh & Co from the beginning of February 1998 and he left that firm at the end of October 1998 when *RESPONDENT 1* became the "partner" there. Whilst *RESPONDENT 3* was at the firm of Awtar Singh, Mrs Onibudo said she visited the firm once in a social capacity. She was not a partner of the firm. She had nothing to do with its management, accounts or case load. She understood that *RESPONDENT 3* believed that she was a partner at the material time but that *RESPONDENT 3* had come to acknowledge that she did not consider herself to be a partner. There was no written evidence of a

partnership or any formal written agreement. Mrs Onibudo said in her witness statement and in her evidence before the Tribunal that she regretted using the term "partner" on other occasions when referring to herself. She had used the word loosely without giving due consideration to its precise meaning. The reality was that her only involvement had been that of supervision in order to assist the firm to obtain a Legal Aid Franchise.

65. Mrs Onibudo had been unable to explain how The Law Society had records to show that she had been a partner in the firm.
66. Mrs Onibudo had made the following statement of truth in connection with other proceedings. It was dated 6<sup>th</sup> December 1999:-
- i. I confirm that I was made a junior partner of the firm [Awtar Singh & Co solicitors] from November 1998 to 27 September 1999.
  - ii. Although I was shown as a partner, there was no partnership agreement, and I had no share of the profit of the firm nor was I ever paid salary.
  - iii. From November 1998 to March 1999, I was involved with purely the administration aspect of the firm i.e. supervising all the support staff and ensuring that new systems were put in place including file management.
  - iv. I actually began to have control of case files at the end of February. Whilst I was a partner at Awtar Singh & Co I attended the office regularly each morning to supervise the files in my control.
  - v. Concerning the files listed on the report of the Monitoring Investigation Unit, I cannot comment on these files as they were not my files. Mr Ned Nwoko was the supervisor of these files. However, with the benefit of hindsight more supervision should have been given.

It would be appreciated that we were building up a new practice at Iyama & Co. Solicitors as such keeping staff levels as low as possible which means our resources were stretched.

Due to work overload at Iyama & Co. Solicitors, I terminated my partnership with Awtar Singh & Co now Kilburn on 27 September 1999 in order to concentrate on building Iyama & Co solicitors.

(Signed)  
Isabella Iyama-Onibudo

The evidence relating to the breaches of the Solicitors' Accounts Rules

67. Upon due notice to the Respondents, the MIU Officer of The Law Society carried out an inspection of the Respondents' books of account commencing 18<sup>th</sup> May 1999. A copy of the Monitoring & Investigation Unit's Report dated 24<sup>th</sup> November 1999 was before the Tribunal.
68. When the MIU Officer first attended, the accounting records were not available for inspection as they were with the firm's reporting accountants. Arrangements were made for the documents to be returned and for the inspection to be continued on 24<sup>th</sup>

May 1999. On that date it was ascertained that the books of account were not in compliance with the Solicitors Accounts Rules. There was a cash shortage of £887.14 on client account. The list of liabilities to clients as at 30<sup>th</sup> April 1999 did not include a further liability amounting to £293.50 which was not shown by the books.

69. The shortage was caused by over transfers amounting to £1,890. During the period 14<sup>th</sup> May 1998 to 16<sup>th</sup> March 1999, client bank account was charged with four transfers to office bank account varying in amount between £100 and £800, totalling £1,890 on behalf of four unconnected clients when, at the time of the transfers, no monies were held on client bank account in respect of the clients concerned.
70. *RESPONDENT 3* accepted that he had been a principal at the firm of Awtar Singh during the period in which the Accounts Rules breaches had occurred. He said he had taken a great interest in the firm's accounts. The sums of client money held at the firm were not great. He accepted that the breaches upon which the MIU Officer reported had occurred and that he was liable for such breaches. The only possible explanation could be that there had been mistakes and *RESPONDENT 3* accepted that he might personally have made those mistakes.
71. *RESPONDENT 1* and Mrs Onibudo denied that they were principals in the firm at the material time and denied liability for the breaches of the Solicitors' Accounts Rules.

Failure to deliver an Accountant's Report for the periods ending 31<sup>st</sup> May 1999 and 1<sup>st</sup> June 1999

72. The Accountant's Report was due to be filed with The Law Society by the 31<sup>st</sup> July 1999 and the Accountant's Report for the period until 17<sup>th</sup> December 1999 (being the date when The Law Society intervened into the practice of Awtar Singh which by then was known by Kilburn Solicitors) was due to be filed with The Law Society by 17<sup>th</sup> June 2000. Both reports remained outstanding.

Unjustified claims on the Legal Aid Fund

73. In evidence *RESPONDENT 3* pointed out that the five files about which the Legal Aid Board had raised complaint were not ones which *RESPONDENT 3* remembered and he believed the claims had been made outside the dates when *RESPONDENT 3* accepted he had stewardship with the firm.
74. Awtar Singh & Co acted for Mr H in respect of an immigration matter. Mr Jima had conduct of the case. On 28<sup>th</sup> January 1999 the firm received £3,465.31 from the Legal Aid Board for costs and disbursements for work undertaken during the period 7<sup>th</sup> October 1998 to 26<sup>th</sup> November 1998. At the meeting with the MIU Officer on 23<sup>rd</sup> September 1999 Mr Jima confirmed that he completed Legal Aid Board forms CLAIM 10 submitted to the Legal Aid Board for costs and disbursements. He also confirmed that the form had been signed by Mrs Onibudo. He said "she signs differently for each firm. You will need to ask her." However Mrs Onibudo when asked by the MIU Officer (and in evidence before the Tribunal) denied that it was her signature on the form and said that she did not know who had signed the same. The same signature appeared on the CLAIM 10 forms submitted in respect of other client immigration matters.

75. The MIU Officer reviewed a number of client matter files and noted that the firm had visited the clients listed in paragraph 29 of the report at Rochester Prison for which there had been a claim for travelling and waiting in respect of each client. The travelling and waiting time should have been divided between the clients seen on that day.
- Supervision of staff
76. *RESPONDENT 1* confirmed that he had met Mr Jima through an Association of Nigerian Lawyers meeting. Any member of the group had to be qualified as a solicitor or a barrister. Mr Jima told *RESPONDENT 1* that he had been qualified in Nigeria where there was a fused profession. He was studying to re-qualify as a solicitor in England and Wales. Mr Jima had indicated to *RESPONDENT 1* that he was a foreign qualified lawyer. He was managing the firm of Awtar Singh & Co and he asked if *RESPONDENT 1* could act as a consultant. *RESPONDENT 1* agreed to do for a fee. Subsequently *RESPONDENT 1* became aware that Mr Awtar Singh had died. He believed he learned of this in about June 1997. *RESPONDENT 1* had been under the impression that he was to supervise the firm until Mr Jima became fully qualified. At the commencement of the arrangement there were two other solicitors at the firm but neither of them had been qualified for three years.
77. *RESPONDENT 1* made enquiry of The Law Society about his duties as a supervisor. *RESPONDENT 1* had not been the practice manager at Awtar Singh. *RESPONDENT 1* had been handed a letter by Mr Jima relating to the provisions of Rule 13. That letter had been sent by The Law Society to Awtar Singh on 12<sup>th</sup> August 1996. *RESPONDENT 1* had been firmly of the opinion that he had been a consultant and he had been paid a consultancy fee of £5,000 per annum. Following the letter from The Law Society's Ethics department on 3<sup>rd</sup> June 1997 relating to the continuation of a firm after the death of a sole principal, *RESPONDENT 1* had considered his position had changed. He had become the supervisor. He insisted upon having access and control of the client account. When he supervised his fee changed to £3,000 per month.
78. *RESPONDENT 1* said that he would look at the post from time to time. He sometimes went into Mr Jima's room but he did not look at any particular files. He worked in connection with documents provided to him by Mr Jima. *RESPONDENT 1* engaged another solicitor to help in his own firm who was paid a fee to do so. *RESPONDENT 1* considered that he might have been mistaken as to the nature of the duties of a supervisor. *RESPONDENT 1* had been concerned to find that his name appeared on letterhead after his connection with Awtar Singh & Co had come to an end and he had written letters requiring its removal.
79. *RESPONDENT 1* said he had not met *RESPONDENT 3* prior to his taking over the firm, at the time when *RESPONDENT 1* withdrew from it, nor had he at any time spoken to *RESPONDENT 3* on the telephone.
80. During the course of *RESPONDENT 1*'s period of supervision The Law Society had inspected the firm's books of account and they had been found to be in order.
81. *RESPONDENT 1* pointed out that he did notify The Law Society of his concerns about the use of his name in June 1999. *RESPONDENT 1* accepted that he had failed

in his duty but the reality was that there had been a crook using his name and that of Mr Singh.

82. *RESPONDENT 1* confirmed that what he had written to The Law Society in his letter of 16<sup>th</sup> December 1999 was accurate. In that letter he had said:-

"In relation to queries raised I will say as follows:-

Bank Account

1. I was deceived into believing that Ms Isabella Iyama-Onibudo was a signatory to the client account. I had believed that she was the signatory to the client account because when I began supervising the firm in December 1998 she was already there.
2. I did not countersign any cheques as I was made to believe that the account was being operated by a solicitor (Ms Iyama-Onibudo) who also had her own practice and I did not have any reason to doubt that she was capable of operating the account when she was operating it before my involvement. It should be noted that Ms Iyama-Onibudo had been in partnership with *RESPONDENT 3* in Awtar Singh & Co and continued on her own account when *RESPONDENT 3* left.

Books of Account

3. As I stated earlier I was told that Ms Iyama-Onibudo was in charge of the client account – she has her own firm and it is not every supervisor or partner that is in charge or involved with the accounts of the firm. I made it clear to Mr Austin Atakpu-Jima that I could not be involved with the accounts because of my own personal experience within my firm. If I was told that Ms Iyama-Onibudo was not in charge of the accounts, the firm, I would not have accepted to supervise. I accepted to supervise because I was informed by Mr Atakpu-Jima that Ms Iyama-Onibudo had her own practice without any accounts problems and I had every reason to believe and rely on that.

Liabilities to Clients

4. I am not able to provide any explanations save as to say that I do not know the period to which you refer. My involvement was between December 1998 to February 1999. Please confirm the date of the transaction and who received or paid the said £293.
5. It is obvious from details in paragraph 10 of the report that I was not there at the relevant time and accordingly I cannot answer.
6. I did not authorise any transfers and if Mr Atakpu-Jima was fraudulent by making unauthorised transfers he should be answerable to that.
7. I was not aware of the alleged overpayment. Kindly confirm who signed or authorised the payment and to whom.

8. I am not aware that office monies were held in client account. Kindly confirm the relevant period. I have not been able to have access to Awtar Singh & Co's books to be able to make inquiries myself.

Other Matters

9. I became involved in December 1998 and finished in February 1999.
10. I was told that another solicitor was in charge of the accounts i.e. Ms Iyama-Onibudo. She had her own firm and has not had any problems with her accounts, unlike myself. I totally believed her ability to supervise properly. I was to provide supervision in the evenings which I did. I had two solicitors at the time.
11. I attended the offices in the evenings. There were three solicitors at the firm of Awtar Singh & Co (or so I was led to believe) who required little or no supervision. Occasionally they (including Mr Atakpu-Jima) would ask me questions bordering [sic] on or general office knowledge or law.
12. As far as I was concerned, Mr Atakpu-Jima was the owner of the firm. He had been admitted (I knew when he was attending the College of Law in Store Street in 1997) and needed extra supervision. As it transpired Mr Atakpu-Jima misled me. As far as I am concerned, he had another solicitor who was supervising before me but who could not supervise all the time, hence my agreement to be involved. I totally deny your suggestion that I simply provided my name as a means to allowing Mr Atakpu-Jima to operate a solicitor's practice. If I had known that he was not admitted I would not have become involved the firm. Mr Atakpu-Jima is well known within the Nigerian community as a solicitor therefore I was not alone in this. He held himself out to be a solicitor. He deceived practically everybody. I do not believe that anybody knew the truth about his qualifications.

You must consider my position viz-a viz the fraud that Mr Atakpu-Jima practised on me. If he did not deceive me and if he was in fact admitted and Ms Iyama-Onibudo was in charge of the accounts as I was led to believe there would have been no question as to whether I complied with Practice Rule 13 and the Solicitors Accounts Rules.

Mr Atakpu-Jima kept Ms Iyama-Onibudo and myself apart, purposely and with the intention to deceive us knowing full well what his designs were. He knew that he would sign the firm's accounts. He knew that I would have declined to supervise if I was to have any control over the accounts. He simply misled me and the truth is as obvious as it can be.

13. I did not have any remuneration because I agree to provide minimum supervision, no fee earning work and for a very limited period. I must add here that it was later that I learnt that Ms Iyama-Onibudo was Mr Atakpu-Jima's lover. He would have hoodwinked her into believing things and doing things as he made me do. I will not hold brief for Ms Iyama-Onibudo but I am



sure that she as much of a victim as myself, knowing the height of her involvement and the amount of work she did for the firm's franchise audit.

14. I did not sign any report. Kindly provide me with a copy of the report in question.
15. Please see previous answers on this issue.
16. Again, if Mr Atakpu-Jima was intent on deceiving the public, The Law Society or the Office for the Supervision of Solicitors by having my name on his letterhead when I was not there, it can hardly be right to punish me for his criminal act. I was not there and could not have known about it.
17. Whatever that Mr Atakpu-Jima signed or said must be seen from the context of his criminal intention and as such I cannot explain otherwise his statements or answers. I have no recollection of the matter in question.
17. Please see answer 17 above.
19. See above. Additionally, I did not sign or countersign any of the documents in contention. Mr Atakpu-Jima and Ms Iyama-Onibudo I believe have provided answers to the Legal Aid Board concerning these matters and I had no personal knowledge of them.
- 20 and
21. These were matters that I did not have any personal knowledge of. Ms Iyama-Onibudo and Mr Atakpu-Jima have dealt with these when they corresponded with and appeared before the Legal Aid Board at various times. At no time did the Legal Aid Board allege that I did anything personally nor that I signed any of the documents. The Legal Aid Board withheld my firm's payments for a period of about four weeks. They came to my office, interviewed me and others and allowed my payments thereafter. No query has been raised or is likely to be raised again regarding my work at Ned Nwoko solicitors. Again you must view everything from the context of Mr Atakpu-Jima's criminal intent. If I received no remuneration or financial interest at Awtar Singh & Co, why on earth should I seek to mislead the Legal Aid Board when I do not mislead or deceive them at my own firm where I do have financial interest. Lastly, as far as I was aware the fee-earners at Awtar Singh & Co were all solicitors who needed little or no supervision.

I have answered these questions as best I can; however, should you require additional information please do not hesitate to contact me.

Yours faithfully  
 \*\* - REDACTED  
 Ned Nwoko solicitors"

83. Mrs Onibudo's evidence was that in 1998 she had been in a personal relationship with Mr Jima. Between February 1998 and November 1998 (in the main the time when *RESPONDENT 3* was the principal) she had visited the firm once in a social capacity.

Whilst *RESPONDENT 3* apparently thought the firm was (as with Mrs Onibudo's own firm Iyama & Co) a partnership venture. Mrs Onibudo denied that it was.

84. During the Autumn of 1998 Mr Jima had approached Mrs Onibudo asking her to assist the firm in its preparations for the audit leading to the grant of a Legal Aid franchise. Mrs Onibudo began to attend the firm of Awtar Singh & Co to provide assistance with the preparations for the audit. It was not until late February or March of 1999 that Mrs Onibudo had been told by Mr Jima that the firm suffered cashflow problems and that a "vendor hold" had been imposed on the firm's Legal Aid account by the Legal Aid Board. Mrs Onibudo continued to put individual files in order in readiness for the Legal Aid audit.
85. Mrs Onibudo confirmed that she had sat in on the interview of 22<sup>nd</sup> February 1999 conducted by the Legal Aid Board. She said that two members of staff, Mr O and Ms W, had been supervised by Mrs Onibudo on a daily basis.
86. Inaccurate assertions had been made about Mrs Onibudo's involvement with Awtar Singh & Co and she suspected that Mr Jima had forged her signature for his own purposes. Mrs Onibudo had never signed any cheques on behalf of the firm nor did she understand that she ever had authority to do so.
87. After attending the Legal Aid Board Area Committee on 14<sup>th</sup> July 1999 Mrs Onibudo had come to realise the gravity of the situation at Awtar Singh & Co and never went back. She felt that she had been deceived throughout her involvement with the firm and she had wanted nothing further to do with it.
88. Any failures or deficiencies at the firm of Awtar Singh had not been because Mrs Onibudo had failed to exercise proper supervision as she had no duty to do so, those failures and deficiencies had been the direct consequence of the nefarious activities of Mr Jima.
89. *RESPONDENT 3* accepted that during the period when he was the principal in the firm he was responsible for supervision. He confirmed that he had properly supervised the firm in accordance with The Law Society's Practice Rule 13. He had attended at the Kilburn office initially having been told that *RESPONDENT 1* was to return to Nigeria in order to take up a career in politics. He had believed that he would meet with *RESPONDENT 1* but he had not done so. He had believed that he had spoken with *RESPONDENT 1* on the telephone. *RESPONDENT 3* had visited the office on three occasions and had checked the books of account. He went through the file relating to the firm's affairs viz-a-viz The Law Society and carefully checked the details of staff. He noted that The Law Society had recently inspected the firm's books of account which had been found to be satisfactory.
90. He noted the firm's turnover and the running costs. A substantial proportion of costs generated were paid from the Legal Aid Fund. *RESPONDENT 3* said he had taken over the firm as principal and at the time his understanding had been that he had done so in partnership with Mrs Onibudo.

91. *RESPONDENT 3* had retained his partnership at Procaccini Farrell & Co with the approval of Mr Procaccini. *RESPONDENT 3* had hoped that he and Mrs Onibudo would in due course set up a number of firms in different parts of London.
92. Everything appeared to *RESPONDENT 3* to be in order. He was happy that *RESPONDENT 1* had not required any payment for the firm, but was not alerted thereby to any wrongdoing.
93. Mr Jima had been responsible for the day to day management of the firm. He appeared perfectly competent and people turned to him for assistance.
94. *RESPONDENT 3* had talked to the staff and had gone through their files. He had envisaged that his staff would undertake the case work, he would be responsible for supervision.
95. *RESPONDENT 3* had believed that he could keep up with his work at Procaccini Farrell & Co by working there in the afternoons after working in the mornings at Awtar Singh & Co. *RESPONDENT 3* believed that during the period of time when he was the principal at Awtar Singh he had supervised the firm fully and effectively and in accordance with the Practice Rules. He had introduced a review form for each case. Standard letters were introduced as was a formal complaints procedure. *RESPONDENT 3* had exercised full supervision over all staff. *RESPONDENT 3* had been very conscious that the Legal Aid Board would check everything assiduously and he had satisfied himself that the firm's work and Legal Aid claims would stand up to scrutiny.
96. When *RESPONDENT 3* had been pressed by his partner, Mr Procaccini, about the level of work he was undertaking at the firm of Procaccini Farrell & Co, *RESPONDENT 3* had decided to leave Awtar Singh. He had telephoned *RESPONDENT 1* and had spoken to him when Mr Jima had been present. The date was agreed when *RESPONDENT 1* was to return, namely the end of October 1999. *RESPONDENT 3* had been unable to remember who had written to The Law Society but he assumed that he himself had written both at the start of his term as principal and when his term as principal came to an end.
97. After *RESPONDENT 3* had left Awtar Singh on 5<sup>th</sup> October 1999 he telephoned that office to make sure that *RESPONDENT 1* was back and that *RESPONDENT 3*'s name had been removed from the letterhead. *RESPONDENT 3*'s involvement with Awtar Singh was summarised in his letter to the OSS of 6<sup>th</sup> December 1999 as follows:-
- "It was agreed between Mrs Onibudo and myself that together we would set up our own partnership which would trade as Iyama & Co. I would continue to be based at Procaccini Farrell & Co but would also spend a part of each day at Iyama & Co. Mrs Onibudo would be responsible for the day to day running of Iyama & Co and for the case work. I would supervise her work, and provide direction, assistance and support.

During our discussions regarding Iyama & Co Mrs Onibudo informed me that Mr Ned Nwoko, a sole practitioner at Awtar Singh & Co solicitors in Kilburn, London wished to leave that firm.

Mrs Onibudo and I discussed the prospect of our partnership covering both the Kilburn offices of Awtar Singh & Co and the Borough High Street offices of Iyama & Co.

I spoke with *RESPONDENT 1* on the telephone and he confirmed to me that he wished to leave his practice and return to Nigeria to enter into politics. *RESPONDENT 1* agreed to transfer Awtar Singh & Co as a going concern. I considered this to be an excellent business opportunity. I was particularly interested in the firm because I am Irish by origin and many of my existing clients at that time were also Irish and were based in and around the Kilburn area of London.

In about December 1997 I went to the offices of Awtar Singh & Co solicitors in Kilburn. I was introduced to the members of staff, and I was shown the firm's accounting records.

I decided to take over the firm. I agreed with *RESPONDENT 1* to do so from the beginning of February 1998.

No formal written agreement was entered into between Mrs Onibudo and myself however it was my understanding of our arrangement that we were business partners in both firms. My understanding of our arrangement was that I would have day to day responsibility for Awtar Singh & Co, and that Mrs Onibudo would have day to day responsibility for Iyama & Co.

I would concentrate on working to build up the practice of Awtar Singh & Co and Mrs Onibudo would concentrate to build up the firm of Iyama & Co.

I would also continue as a partner in Procaccini Farrell & Co but I leave the day to day running of that firm largely in the hands of my partner Carmine Procaccini.

It was my hope that between us we could build up a thriving practice covering north (Awtar Singh & Co in Kilburn), central (Iyama & Co in Borough) and south London (Procaccini Farrell & Co in Stockwell)."

### **The Submissions of *RESPONDENT 1***

98. *RESPONDENT 1* was a reputable solicitor. He had been elected to the Nigerian House of Representatives in March of 1997. He had been at first a consultant and subsequently a supervisor at the firm of Awtar Singh & Co for a period approximately from February of 1997 until the beginning of February 1998. He had not been a principal in the firm. He conceded that he might have misunderstood his responsibilities as supervisor but there had been no complaints during that period of his stewardship.

99. *RESPONDENT 1* accepted that he had agreed in about December of 1998 to resume his supervision, but he did not commence such supervision until January 1999.
100. During his second period of stewardship following his being approached by Mr Jima in December 1999 he supervised during the months of January and February only. He had informed Mr Jima that he could not continue to accept the supervisory position. Again he had not been a principal of the firm during that period of supervision.
101. *RESPONDENT 1* had not been responsible for the keeping of the books of account and had not been responsible for the making of unjustified claims for costs on the Legal Aid Fund.

### **Submissions of Mrs Onibudo**

102. Mr Jima was a dishonest rogue and the part played by him was central to the matters before the Tribunal. Following an appeal in the Court of Appeal against a conviction Mr Jima had been described by the learned Judge as a "dishonest rascal." Mr Jima had held himself out to be a solicitor when he was not. He had also held himself out to be a foreign qualified lawyer when he was not. Mr Jima had altered the firm's letterhead on a number of occasions according to his whim. He had adopted a number of aliases. He had misled the Legal Aid Board. He had misled *RESPONDENT 1* and Mrs Onibudo and Mr Dunitz who had taken over the practice in due course. The Tribunal itself had made an order pursuant to Section 43 of the Solicitors Act 1973 in respect of Mr Jima.
103. Mrs Onibudo had not been in partnership with *RESPONDENT 3*. The Tribunal was invited to bear in mind that there had been no deed of partnership and there were no partnership drawings or salary. *RESPONDENT 3* had said that the partnership had been only his understanding, not hers.
104. The MIU Officer when reporting on the books of account of the firm of Awtar Singh had referred to *RESPONDENT 3* as being the sole principal.
105. The Tribunal was invited to consider the evidence of witnesses to the effect that until *RESPONDENT 3* left in October 1998 Mrs Onibudo had not been seen at the firm nor did it appear that she was shown on letterhead as a partner at that firm.
106. The Law Society's record of the partners in the firm was based only on information apparently supplied by Mr Jima.
107. The MIU Officer described the arrangement as "odd" from which it was to be deduced that The Law Society's case was inherently unlikely.
108. Mrs Onibudo had not been in partnership with *RESPONDENT 1*. Again there was no deed of partnership nor were there any drawings or salary. *RESPONDENT 1* confirmed that he was not in partnership with Mrs Onibudo. The Tribunal was invited to give due weight to the witnesses who confirmed that Mrs Onibudo was not in partnership with *RESPONDENT 1*.

109. The MIU Officer clearly understood that Mr Jima effectively was running things and that *RESPONDENT 1* and Mrs Onibudo were not in partnership. The MIU Officer had accepted that it would be odd for Mrs Onibudo to incur liability as a partner when she derived no benefit from that arrangement. Again The Law Society's record of the partners of the firm was based only on information supplied by Mr Jima. Mrs Onibudo had not been named as a partner on the firm's letterhead used to notify The Law Society on 23<sup>rd</sup> August 1999 that she would continue to act as partner of the firm.
110. The Tribunal was invited to give due weight to the finding of the Legal Aid Board Area Committee that there was no partnership.
111. There was not any contemporaneous assertion of the partnership between *RESPONDENT 1* and Mrs Onibudo by either of those persons.
112. Ex post facto statements were irrelevant as a matter of law and in any event were to be explained by the distinction between a partner and a supervising partner for a specific purpose.
113. Mrs Onibudo had not held herself out as a partner nor did she know that she had been so held out. She had not seen any letterhead containing her name. The letterhead of Awtar Singh & Co was computer generated and could be altered at will.
114. On that letterhead Mrs Onibudo's name had been spelt wrongly and the Tribunal was invited to take the view that she would not acquiesce in multiple misspellings of her own name.
115. It was clear that Mr Jima had forged Mrs Onibudo's signature on a number of occasions. That fact had been accepted by The Law Society's MIU Officer.
116. There had been no evidence before the Tribunal that anyone had placed reliance on any alleged holding out.
117. The Tribunal was further invited to note that Mrs Onibudo had not been a signatory on the client or the office accounts of Awtar Singh & Co. The Tribunal had before it no evidence that Mrs Onibudo had signed any post on behalf of that firm, not that she had signed any Legal Aid claim forms.

### **Submissions of *RESPONDENT 3***

118. *RESPONDENT 3* accepted as sole principal he was liable for the breaches of the Solicitors' Accounts Rules.
119. *RESPONDENT 3* had properly and carefully supervised staff and had supervised the office in accordance with Practice Rule 13.

120. The claims for costs on the Legal Aid fund which were considered not to be justified had not been made by *RESPONDENT 3* and, indeed, had been made after the time when he had relinquished stewardship of the firm.
121. The non-delivery of Accountant's Reports related to periods after the time when *RESPONDENT 3* relinquished his stewardship of the firm.
122. *RESPONDENT 3* had at the material time believed that he and Mrs Onibudo were in partnership but had come to accept that that was not her view of the situation and they were not "ad idem" in this respect.

#### The Tribunal's Findings of Fact

The Tribunal made the following findings of fact.

123. The firm of Awtar Singh & Co was a solicitors practice of which until his death Mr. Awtar Singh was the sole proprietor.
124. Following Awtar Singh's death on 15<sup>th</sup> February 1997 his practice continued at the same address under the name Awtar Singh (incorporating Austin Sheikh) ("The firm") with mostly the same personnel including in particular Austin Atakpu Jima (also known as Austin Sheikh) (Mr Jima) who was the Fourth Respondent in these proceedings.
125. Mr Jima was the practice manager of the firm. He was not ever a qualified English solicitor but he claimed to be a trainee solicitor and a Nigerian lawyer. The Tribunal in the absence of any evidence of registration concluded that Mr Jima was not a registered foreign lawyer for the purposes of the Regulations.
126. The practice of the firm being carried on immediately following Awtar Singh's death had no proprietor or manager who satisfied the requirements of Practice Rule 13 which provides that on the death of a solicitor practising on his own account his practice should be carried on either by personal representatives (who should include a solicitor) or by a solicitor manager who met the requirements of the Practice Rules.
127. Evidence before the Tribunal and the oral testimony of *RESPONDENT 1*, led the Tribunal to the conclusion that the controlling interest in the firm immediately following Awtar Singh's death was being exercised by Mr Jima and that he recognised that the continuation of the firm in the absence of a solicitor proprietor or manager would not be in compliance with the Practice Rules.
128. Mr Jima did not give evidence to this division of the Tribunal as, although he was a Respondent to these proceedings, the case involving him was the subject of a severance and separate allegations against him (seeking an Order under section 43 of the Solicitors Act relating to solicitors' clerks) fell to be dealt with separately. Counsel for *RESPONDENT 1* led evidence of Mr Jima's bad character but the Tribunal made no finding that contemporary documentary evidence was for that reason alone inadmissible or wholly to be regarded as unreliable.

129. The Tribunal found, beyond reasonable doubt that *RESPONDENT 1* had allowed himself to be held out at certain periods of time as the sole proprietor of the firm and at other times as a partner. The evidence on which such finding of fact depended included:-
- (i) the letterhead of the firm;
  - (ii) correspondence with the Law Society;
  - (iii) the evidence of Mr. Ireland and Ms Smerdon and documentary records before the Tribunal (including the Accountant's Report prepared by Mr. Ireland dated 24<sup>th</sup> November 1999 and his notes of interviews) and the evidence of Ms. Smerdon and the notes of interviews exhibited to her witness statement dated 22<sup>nd</sup> February 1999. This evidence included answers to questions addressed to the Respondents where expressly or impliedly it was accepted that *RESPONDENT 1* was the principal of the firm or practising as a partner of the firm.
130. The Tribunal rejected two arguments advanced on behalf of *RESPONDENT 1* that he was not or should not be regarded as the proprietor of or partner in the firm:
- (i) that *RESPONDENT 1* believed he was only a supervising solicitor. This assertion sits uneasily with a letter addressed by *RESPONDENT 1* to the Law Society dated 3<sup>rd</sup> June 1997 in which he states he had taken over supervising the firm in succession to the previous sole proprietor Mr Awtar Singh who had died in February 1997. There was no suggestion that his supervision was on behalf of Mr Awtar Singh's estate. However the Tribunal's finding that *RESPONDENT 1* allowed himself to be held out as the proprietor of or partner in the firm is not affected by his belief that he did not intend to be more than a supervising solicitor.
  - (ii) that the decision of the Area Committee (Appeal Hearing) of the Legal Aid Board dated 20<sup>th</sup> June 2000 must preclude the Tribunal from reaching a decision beyond reasonable doubt. The Area Committee's decision was influenced by two letters from the Law Society which were confusing. The first stated that the firm had ceased to exist on the death of Mr. Awtar Singh on 15<sup>th</sup> February 1997 and the second gave dates on which *RESPONDENT 1*, Mrs Onibudo and *RESPONDENT 3* were in practice in the firm of Kilburns on dates which were earlier than the date on which the name of the firm was changed from Awtar Singh (incorporating Austin Sheikh) to Kilburns.
131. The evidence before the Tribunal satisfied it, beyond reasonable doubt, that although there were periods when there was no solicitor in the firm who could have satisfied the conditions of Practice Rule 13 (for example from 15<sup>th</sup> February 1997 when Mr. Awtar Singh died until some time in June when *RESPONDENT 1* agreed to become involved with the firm and again from November 1998 when *RESPONDENT 3* left until *RESPONDENT 1* resumed his involvement) the firm had in fact continued as a practice with *RESPONDENT 1* held out as the principal in the firm from about March 1997 until the end of January 1998 (and again from about November 1998 until mid 1999), *RESPONDENT 3* was held out as a principal from 1<sup>st</sup> February 1998 until the end of October 1998 and Mrs Onibudo was held out as a principal during the period from about February 1998 until she notified the Law Society that she had ceased to be involved with the firm by her letter dated 27<sup>th</sup> September 1999.



132. The Tribunal's determination that each of the Respondents had at various times allowed themselves to be held out as principals or partners in the firm – in the case of the *RESPONDENT 3* as he admitted – necessarily involves the rejection of arguments advanced by *RESPONDENT 1* and Mrs Onibudo. *RESPONDENT 1* claimed that his function was as a supervisor of the firm not as a partner. Whilst acknowledging that he was paid £3000 per month, *RESPONDENT 1* denied that he knew he was being held out as a partner. He said he was not aware of his name on some of the firm's letterhead, and he said that information communicated to the Law Society which led the Law Society to think that he was the principal of the firm was communicated without his authority and was inaccurate. It was asserted, on *RESPONDENT 1*'s behalf that Mr. Jima's bad character lent strong support to arguments that the Law Society and others were misled by Mr Jima and *RESPONDENT 1* was not to blame for any wrong impression given to those dealing with the firm or the Law Society. The Tribunal was not persuaded by this argument.
133. The Tribunal heard evidence from *RESPONDENT 3* that he had spoken to *RESPONDENT 1* by telephone in connection with *RESPONDENT 3*'s assumption of responsibility for the firm. *RESPONDENT 1* denied ever speaking to *RESPONDENT 3* and advanced the proposition (which the Tribunal regards as fanciful) that Mr Jima had arranged for *RESPONDENT 3* to speak to someone who was impersonating *RESPONDENT 1*. The Tribunal accepted *RESPONDENT 3*'s evidence.
134. During the period from about March 1997 until the end of January 1998 *RESPONDENT 1* was the only person at the firm who satisfied the requirements of a supervising sole practitioner (as the Tribunal found) or as a supervising manager (as *RESPONDENT 1* contended). It was *RESPONDENT 1*'s responsibility when he left the firm in January 1998 to ensure that the firm was not left to practise without anyone in post who could satisfy the requirements of Rule 13. *RESPONDENT 3* however had satisfied the requirements and, as he acknowledged, he became the principal of the firm from 1<sup>st</sup> February 1998.
135. The Tribunal found in relation to Mrs Onibudo that she had allowed herself to be held out as a partner in the firm. The evidence on which this finding of fact is based included the record of her answers to questions asked by the MIU Officer, the responses to questions addressed to Mrs Onibudo in the course of Legal Aid Board enquiries; the Statement dated 6<sup>th</sup> December 1999 set out at paragraph 66 above and the skeleton argument and Statements dated 10<sup>th</sup> May 1999 put forward in proceedings relating to the Legal Aid Board.
136. Mrs Onibudo in evidence conceded that she had made these statements but before the Tribunal she contended that they were at variance with the facts and that she was stupid to have said what she said. The only coherent explanation for this inconsistency seemed to the Tribunal to lie in a conclusion that either Mrs Onibudo's assertions that she was or at the least was held out as a partner in the firm were true or that they were untrue but recklessly put forward to provide support for arguments being advanced by the firm designed to show that the firm was being properly conducted and supervised so as to obtain restoration of the firm's ability to conduct its legally aided immigration work which constituted a very large proportion of its practice.

137. In legal submissions made on behalf of Mrs Onibudo, it was asserted that she could not have been a sole principal of the firm of Awtar Singh as she was ineligible (and knew she was ineligible) to act in such a capacity being less than three years qualified. In addition it was submitted that the lack of a partnership agreement and the imprecise nature of the alleged partnership arrangements led to the conclusion that there was no partnership between her and either *RESPONDENT 3* or *RESPONDENT 1*. The following cases were cited to the Tribunal:-

Tyser -v- Shipowners Syndicate (Re-assured) [1896] 1QB135

Stekel -v- Ellice [1973] 1 WLR 191

Davis -v- Davis [1894] 1 Ch 393

Edmondston -v- Thompson and Blakey (1861) 2F&F 564

Nationwide Building Society -v- Lewis [1998] 3 All ER 143

138. It could not be denied that representation had been made to The Law Society, to the public (on the firm's letterhead) and in judicial and quasi judicial proceedings (including by means of statements of truth) that Mrs Onibudo was, at various times a partner or principal of the firm. She also acknowledged that although not remunerated for her work, she hoped to be remunerated from future profits. Whilst it may be the case that to be held out as a partner may not be conclusive in determining liability to third parties, the Tribunal did not consider that, in matters of conduct, a solicitor could escape responsibilities because a claimed misunderstanding as to the nature of arrangements which had been made. Mrs Onibudo's statements that she was a partner in the firm of Awtar Singh coupled with her being held out as such could not now be negated because Mrs Onibudo's thought (as she said in evidence) that she had been stupid to make such statements or because she had acquiesced (as she appeared to have done) in being held out as a partner especially for the purpose of supervising staff conducting Legal Aid work.

Submissions in Mitigation made by *RESPONDENT 1*

139. *RESPONDENT 1* had enjoyed an unblemished career as a solicitor. He had been elected to the House of Representatives in Nigeria after the fall of the military regime in that country and the reinstatement of democracy. *RESPONDENT 1* had acted at all times in a way that he thought was right. His downfall had been that he had been taken in by Mr Jima who was a fraudster and a crook.
140. At the material times *RESPONDENT 1* had been greatly preoccupied by the ill health and subsequent demise of both his own and his wife's mothers and later had given a great deal of time and effort to his political campaign and the election in Nigeria and thereafter to his work as a member of the House of Representatives. He had frequently travelled backwards and forwards from the United Kingdom to Nigeria.
141. The Tribunal was invited to take into account that the imposition of a severe sanction could have a serious adverse effect upon *RESPONDENT 1*'s political career. He had not been dishonest in any way and his failures had not been wilful. It was hoped that the Tribunal would feel able to exercise leniency in *RESPONDENT 1*'s particular circumstances.

Submissions in Mitigation of Mrs Onibudo

142. Mrs Onibudo had obtained a Law Degree from the University of Westminster in 1990 and had obtained a Masters Degree in 1992. She successfully completed the Solicitors Final Examination at the College of Law in 1993. She had considerable experience in legal practice and was allowed a one year exemption by The Law Society. She had established the firm of Iyama & Co in Spring of 1998. She had experience in undertaking immigration and criminal work and experience of legally aided clients and further experience in connection with the obtaining of a Legal Aid franchise.
143. The matters before the Tribunal had all taken place at a time of high stress in her life.
144. Mrs Onibudo had been unaware of the fact that her name had appeared as a principal on the letterhead of Awtar Singh & Co. She had been unaware of that fact until a costs draftsman had drawn that fact to her attention. Letters written to The Law Society concerning Mrs Onibudo's status had not been written by her and had apparently been written falsely and fraudulently by Mr Jima.
145. Mrs Onibudo was in her early forties and was a single parent following her divorce. She has three daughters.
146. Mrs Onibudo's own firm had enjoyed a degree of success and had passed its Legal Aid franchise preliminary audit. She had a number of employees. She gave a good service to her clients.
147. Mrs Onibudo had been actively misled by Mr Jima but she denied that she had ever acted recklessly or dishonestly in respect of the practice of Awtar Singh or in connection with her own practice.
148. Mrs Onibudo hoped that the Tribunal would feel able to exercise leniency and allow her to continue to practise and build upon the good work which she had already done.
149. The Tribunal was invited to take into account the letters written in support of Mrs Onibudo. It was clear that she was recognised as a person of good character who made a significant contribution to the black community. The Tribunal was reminded that Mrs Onibudo had only comparatively recently qualified as a solicitor. It was said that Mrs Onibudo had acted unwisely but for proper motives.
150. Mrs Onibudo's health had suffered and she had been a hospital in-patient for a month following an nervous breakdown.
151. The Tribunal was invited to give great weight to the fact that Mr Jima had proved to be a dishonest rascal.
152. No-one had suffered any actual loss. The Legal Aid Board had never released its vendor hold and had not paid out monies to the firm of Awtar Singh & Co. The total sum of money to which the vendor hold related was £138,000. The part played by Mrs Onibudo gave her no personal benefit at all.

153. There had already been a finding against Mrs Onibudo. The allegations had been severed to save time and expense. It was hoped that the Tribunal would take the view that even though the allegations Mrs Onibudo had been dealt with at two separate hearings it was not necessary for the Tribunal to impose an extra penalty.
154. Mrs. Onibudo apologised unreservedly and undertook never again to repeat the conduct complained of.

RESPONDENT 3's submissions in mitigation

155. *RESPONDENT 3's* responses to enquiries made of him had been consistent from the outset. Even when he had been challenged he had not changed his position. It was accepted the way in which the Tribunal found that there had been a breach of Practice Rule 13. It was *RESPONDENT 3's* understanding that *RESPONDENT 1* would be in place to take over the supervision of the firm from the moment that *RESPONDENT 3* left. *RESPONDENT 3* had been most embarrassed about the whole affair. At the material time *RESPONDENT 3* had been only four years qualified.
156. *RESPONDENT 3* was no longer a partner with Procaccini Farrell & Co and had become a consultant. He had come to appreciate fully the laxness of his behaviour when he left Awtar Singh & Co without ensuring that everything was in place and that the reins were to be handed over to someone else.
157. *RESPONDENT 3* had very properly accepted responsibility for the Accounts Rules breaches.
158. *RESPONDENT 3* was a competent and honest solicitor and it was hoped that the Tribunal would feel able to deal with him leniently.

The Tribunal's Findings as to the allegations

159. The Tribunal's findings as to the facts required them to consider allegations (i) to (viii) and not alternative allegation (ix).

The allegations made against *RESPONDENT 1*

160. The Tribunal find allegations (i), (ii) and (iii) and (iv) made against *RESPONDENT 1* not substantiated, as the breaches of the Solicitors Accounts Rules occurred during a period of time when he did not maintain stewardship of the firm.
161. The Tribunal find allegation (v) to have been substantiated.
162. The Tribunal accepts that no claims were made for costs from the Legal Aid fund which could not be justified during *RESPONDENT 1's* first period of stewardship (ending in February 1998) but inaccurate claims had been made upon the Legal Aid Fund during the second period of stewardship running from December 1998 until February 1999.
163. It follows that allegation (vi) is substantiated against *RESPONDENT 1*, as clearly such incorrect claims were submitted by members of staff who could only have pursued that course in the absence of proper supervision.

164. The Tribunal find allegation (vii) to have been substantiated against *RESPONDENT 1*. It was clear that he had not, during his first period of stewardship, attended the office of Awtar Singh & Co in such a way as to fulfil the requirements of Practice Rule 13 either in the ordinary course of fulfilling the requirements that there be attendance by a qualified solicitor when the office is open to the public or in the sense that he was acting on behalf of a deceased sole principal's personal representative.
165. With regard to the second period of stewardship, it was clear that *RESPONDENT 1* had simply announced that he would no longer supervise the firm and he had withdrawn his services without taking any steps to ensure that proper supervision arrangements were in place. In reality he abandoned the practice and the Tribunal considers it right that the provisions of Rule 13 be considered to extend to the steps taken by a solicitor to ensure continued proper supervision of a practice after he himself ceases to have any involvement with it. Simply to leave the practice is contrary to a solicitor's proper duty to the clients of the firm and to the profession as a whole.
166. The Tribunal found allegation (vii) substantiated against *RESPONDENT 1*, as the Accountant's Report relating to the period ending in July 1999 covered a period when *RESPONDENT 1* was supervising the firm and was held out as being a principal in it.

The allegations made against Mrs Onibudo

167. The Tribunal found allegations (i), (ii), (iii) and (iv) not to have been proved against Mrs Onibudo. The Solicitors Accounts Rules breaches related to a period of time when she was not liable for compliance with the Solicitors' Accounts Rules.
168. The Tribunal find allegation (v) to have been substantiated. Claims for costs on the Legal Aid Fund which were inaccurate and could not be justified were made during the period when Mrs Onibudo was held out as a partner in the firm. It was also her evidence that she supervised the files relating to the immigration work in respect of which those claims had been made.
169. The Tribunal find allegation (vii) to have been substantiated against Mrs Onibudo. Even if Mrs Onibudo was qualified for a period of less than three years she could not escape responsibility for ensuring that the firm was supervised in accordance with Practice Rule 13. At the time when she was held out as a partner in the firm she was actually liable for any breach of Rule 13.
170. The Tribunal found allegation (viii) to have been substantiated in view of the fact that it found Mrs Onibudo was a partner in the firm during the period to which the outstanding accountant's reports related.

The Allegations made against *RESPONDENT 3*

171. With regard to *RESPONDENT 3* the Tribunal found allegations (i), (ii), (iii) and (iv) to have been substantiated *RESPONDENT 3*, indeed they were not contested by him.
172. The Tribunal found allegation (v) not to have been substantiated against *RESPONDENT 3* as the unjustified claims for costs made against the Legal Aid Fund had been made after he ceased to have any connection with the firm of Awtar Singh.

173. The Tribunal also found allegation (vi) not to have been substantiated. The Tribunal was entirely satisfied that during his period as a principal at Awtar Singh *RESPONDENT 3* had exercised full and proper supervision over the staff.
174. The Tribunal found allegation (vii) to have been substantiated against *RESPONDENT 3*. Although the Tribunal accepts that he was careful in his supervision of the practice of Awtar Singh & Co during the period of time when he was a principal, the Tribunal repeats here what it said about *RESPONDENT 1*. Compliance with Rule 13 is a continuing obligation upon a solicitor. *RESPONDENT 3* apparently announced that he was leaving the firm on 30<sup>th</sup> October 1998 without ensuring that the firm would be properly supervised in accordance with Practice Rule 13 following his departure. He had made a relaxed assumption that *RESPONDENT 1* was going to pick up the reins. *RESPONDENT 1* did not in fact do so, with the consequence that from 30<sup>th</sup> October 1998 until the beginning of January 1999, the firm continued to operate without a fully qualified solicitor having responsibility for its supervision. That was unacceptable.
175. The Tribunal found allegation (viii) to have been substantiated against *RESPONDENT 3* as one of the Accountant's Reports which had not been filed related in part to the period of time during which he was a principal of the firm.

Previous Findings in respect of Mrs Onibudo

176. On the 11/12<sup>th</sup> October 2001 the Tribunal found the following allegations to have been substantiated against Mrs Onibudo:-
- (i) that she claimed costs from the Legal Aid Board that she knew or ought to have known she could not justify and in so doing acted in a way which was fraudulent, deceitful or otherwise contrary to her position as a solicitor contrary to Principle 17.01;
  - (ii) that she failed to comply with a professional undertaking;
  - (iii) that she recklessly provided information and/or made representations to the Investigation and Compliance Officer which she knew or ought to have known to be or would prove to be inaccurate and/or misleading.

On that occasion the Tribunal said:-

"The Tribunal did not find that the respondent had been guilty of dishonesty. Serious allegations of dishonesty, deceit and fraud need to be proved to the highest standard, a level not supported by the evidence in this case. However the Tribunal found the allegations to have been substantiated in the following alternative form namely that the respondent had been guilty of conduct unbecoming a solicitor in that she:-

- (i) claimed costs from the Legal Aid Board that she knew or ought to have known she could not justify and in so doing acted in a way which was contrary to her position as a solicitor, contrary to Principle 17.01;
- (ii) failed to comply with a professional undertaking;
- (iii) recklessly provided information and/or made representations to the ICO which she knew or ought to have known to be or would prove to be inaccurate.

With regard to allegation (i) the respondent had claimed to have attended an interview with Mr A at Rochester Prison before the date upon which he was detained there. After being told that the date was inaccurate she had come to accept that a mistake had been made. The Tribunal could not fail to note however that that mistake had been perpetuated in an attendance note completed some time after the interview at the behest of a costs draftsman.

The Tribunal found that the undertaking given to the Immigration Appellate Authority was breached. The undertaking was to attend a hearing and the hearing was not attended. The Tribunal was not satisfied that the respondent was released from the undertaking by the making of two telephone calls. An unadmitted clerk in the employ of Mrs Iyama-Onibudo clearly was of the opinion that it was sufficient to telephone the Authority and state that the client was not going to attend and wanted the appeal dealt with as a paper exercise but such action did not operate as a release of the undertaking.

The Tribunal was greatly alarmed at the overall picture which emerged. Records were not kept punctiliously and claims upon the Legal Aid Fund could not immediately be justified by reference to the firm's records. The fee earners having conduct of particular matters were not identified and there were no detailed records kept of the fee earners who attended immigration clients who were detained.

The Tribunal accept that immigration clients have special needs and the situation in which asylum seekers find themselves subjects them to considerable trauma and stress and renders them not the easiest of clients for a solicitor to represent. Because those clients are entitled to legal aid and because of the very nature of those clients, it is essential that detailed, careful, accurate records of all matters relating to their cases are kept.

And they imposed a fine of £5,000.

### **The Tribunal's Conclusion**

In March 2002, the Tribunal has been deeply concerned by the facts surrounding this case.

The Tribunal has noted the evidence before it as to the bad character of Mr Jima. It is clear that Mr Jima's behaviour has been reprehensible in a number of respects. The Tribunal cannot help but comment that all three Respondents are solicitors of the Supreme Court of Judicature and if each of them had paid proper and close attention to his or her responsibilities and duties as a solicitor then they might well have prevented the situation, which has unfolded before the Tribunal, from arising in the first place.

None of the Respondents, save perhaps for *RESPONDENT 3*, had appeared to have asked themselves, "to whom did the firm of Awtar Singh & Co belong?"

*RESPONDENT 1* told the Tribunal that he did not discover that Mr Awtar Singh had died until his connection with the firm had been established. The Tribunal had not seen any evidence that *RESPONDENT 1* made any enquiry of Mr Jima as to how he appeared to be in charge of a solicitor's firm when he was not qualified.

*RESPONDENT 1* took no steps to check the bona fides of Mr Jima nor to check the background of the firm. Even if Mr Jima was a disarming and plausible individual, it is incomprehensible that *RESPONDENT 1* did not pursue detailed enquiries.

The Tribunal accept *RESPONDENT 1*'s position that he simply had misunderstood what was required of him in terms of supervision of a firm either where there was no qualified solicitor or where a sole principal had died. If *RESPONDENT 1* had made full and proper enquiries it was likely that he would have established that the firm was an asset from which the late Mr Awtar Singh's heirs should benefit. The Tribunal hopes that The Law Society will give due consideration to this aspect of the matter. It appears to the Tribunal that Mr Jima's activities in trying to preserve the firm were to secure his own future gain possibly to the detriment of those properly entitled.

*RESPONDENT 1* had adopted an unacceptable attitude to his responsibilities towards the firm. The Tribunal was particularly concerned that he believed that it was acceptable simply to announce he was no longer to supervise the firm when it suited him leaving the firm's clients instructing a firm that was not supervised in compliance with Practice Rule 13.

The Tribunal considers that *RESPONDENT 1*'s complacent attitude contributed to the ease with which Mr Jima or anyone else produced paperwork holding out *RESPONDENT 1* as a principal or a partner in the firm and made it easy for incorrect and possibly fraudulent claims to be made upon the Legal Aid Fund. *RESPONDENT 1* seemed not to have given any thought at all to his responsibilities whilst in charge of the firm relating to the filing of Annual Accountant's reports.

Looking at the matter in the round the Tribunal considered that *RESPONDENT 1* had fallen very far short of the requirements of the solicitors' profession for probity and trustworthiness.

The Tribunal considered that its deprecation of *RESPONDENT 1*'s stand in this matter could be reflected in a substantial fine. The Tribunal considered it right to impose a fine of £5,000 in respect of each of the allegations found to have been substantiated against him. The Tribunal imposed a total fine of £20,000.

After hearing submissions as to the costs, the Tribunal concluded that it was right that *RESPONDENT 1* should pay 2/5 of the costs of and incidental to the application and enquiry to include the costs of The Law Society's Investigation Accountant (referred to herein as the MIU Officer) (to be subject to a detailed assessment if not agreed between the parties).

The Tribunal took a more serious view of Mrs Onibudo's behaviour. The Tribunal has taken into account the witnesses who spoke highly of Mrs Onibudo's competence as a solicitor and her enthusiasm for the profession. Her ambition was plain for all to see. Mrs Onibudo had in evidence claimed that she supervised the files on which



wrong claims had been made to the Legal Aid Board. It was clear that if members of staff made such claims then they could be explicable only by a lack of proper supervision by the person charged with such supervision.

Again the Solicitors' Accounts Rules breaches had occurred at a time when *RESPONDENT 3* accepted he alone was responsible and the Tribunal did not find the Accounts Rules breaches alleged against Mrs Onibudo to have been substantiated.

The Tribunal has noted Mrs Onibudo's demeanour and the conflicting evidence which she has given in different jurisdictions and on other occasions. The Tribunal has concluded that Mrs Onibudo asserted that she was a partner in Awtar Singh & Co when it suited her purpose to make such an assertion but denied that she was a partner when it was in her interest to make such denial.

The Tribunal was very concerned that a solicitor should especially in judicial proceedings put forward as assertions of truth contradictory propositions to those now put forward to the Tribunal. It has concluded that Mrs Onibudo has failed to demonstrate the probity, integrity and trustworthiness required of a solicitor. Bearing in mind its first duty to protect the interests of the public the Tribunal reached the conclusion that it was right to make an order striking Mrs Onibudo off the Roll of Solicitors.

A similar order for costs was made against Mrs Onibudo, namely that she should pay 2/5 of the assessed costs.

With regard to *RESPONDENT 3*, he has been given credit for his admissions of the breaches of the Solicitors' Accounts Rules and his acceptance that he was for a period of time a principal in the firm for Awtar Singh & Co. The Tribunal also has given *RESPONDENT 3* credit for the way in which he ran that firm. It accepts that the breaches of the Solicitors' Accounts Rules, which were not at the highest end of the scale, were caused by mistakes and nothing more sinister than that.

The Tribunal find it extraordinary that *RESPONDENT 3* should consider it no more than good fortune that he has simply walked into a flourishing, if not over profitable, firm and carry on with it as if it was his own. He appears to have made no enquiry as to the background of the firm and accepted on the face of it the explanation that *RESPONDENT 1* was entering a career in politics and no longer wished to have anything to do with the firm. *RESPONDENT 3* accepted that he considered it strange that *RESPONDENT 1* did not seek any payment but he clearly considered that to be his own good fortune. There came a time when other aspects of *RESPONDENT 3*'s professional career began to conflict with his interest in Awtar Singh & Co. He then left Awtar Singh & Co. He had taken no drawings from the firm during his period of stewardship and had, as he frankly told the Tribunal, taken a few potentially lucrative clients' files with him by way of recompense.

*RESPONDENT 3* had apparently been content simply to leave the firm on the understanding that *RESPONDENT 1* would return and without ensuring that the firm would be properly supervised in accordance with Practice Rule 13. The Tribunal has already above expressed its view about this unacceptable attitude. Similarly

*RESPONDENT 3* appeared to consider that by divesting himself of responsibility for the firm he divested himself also of the responsibility for filing an Annual Accountant's Report with The Law Society. Such an attitude is not acceptable

The Tribunal considered it right to impose a period of suspension of one year upon *RESPONDENT 3*. He was ordered to pay the remaining 1/5 of the costs of the application and enquiry.

DATED this 1<sup>st</sup> day of July 2002

on behalf of the Tribunal

A H Isaacs  
Chairman