

IN THE MATTER OF URIAH ADEBISI BAJELA, CLEMENT ATTUQUAYE  
COLLISON, SOLOMON ROCKFORD TACKIE-OBLIE, FREDERICK ANAFI, solicitors

- AND -

IN THE MATTER OF THE SOLICITORS ACT 1974

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Mr. A. H. Isaacs (in the chair)  
Mrs E Stanley  
Mr. D. Gilbertson

Date of Hearing: 18th and 19th September 2007

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## **FINDINGS**

of the Solicitors Disciplinary Tribunal  
Constituted under the Solicitors Act 1974

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The Tribunal heard cases numbered 9400/2006 and 9500/2006 together.

An application was duly made on behalf of The Law Society by Ian Ryan of Bankside Law solicitors of Thames House, 58 Southwark Bridge Road, London SE1 OAS that Uriah Adebisi Bajela solicitor of Broughton Road, Fulham, London SW6 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 fit.

In a supplementary statement dated 3rd April 2007 the Applicant made further allegations against Mr Bajela.

On 5th June 2006 the Applicant made application that Uriah Adebisi Bajela solicitor of Broughton Road, Fulham, London SW6, Clement Attuquaye Collison solicitor of Oakhill Road, Sutton, Surrey, Solomon Rockford Tackie-Oblie solicitor of Loggon Road, Basingstoke, and Frederick Anafi solicitor of Chantry Crescent, London NW10 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 fit. The Tribunal noted that at the date of the hearing the address of Mr Bajela was

HMP Standford Hill, Church Road, Eastchurch, Sheerness, Kent, ME12 4AA.

The allegations set out below are those contained in the original statement relating to Mr Bajela and the supplementary statement relating to him and the statement relating to Mr Bajela together with Mr Collison, Mr Tackie-Oblie and Mr Anafi.

The allegations were:-

Against Mr Bajela alone

1. That he had been guilty of conduct unbecoming a solicitor in the following particulars:-
  - i) That he had been convicted of an offence of using a forged insurance certificate with intent to deceive and fined £200 and ordered to pay costs of £70.00.
  - ii) That he behaved in a manner unbecoming a solicitor of The Supreme Court.
  - iii) That he had been convicted of one offence of theft and six offences of obtaining money transfers by deception and sentenced to three years and three months imprisonment.
  - iv) In respect of allegation iii he had behaved in a manner unbecoming a solicitor of The Supreme Court.
  - v) That he deliberately and improperly utilised clients' funds for the benefit of other clients, and/or a third party, and/or himself in breach of the Solicitors Accounts Rules 1998 (the 1998 Rules).
  - vi) That he acted in a way which was fraudulent, deceitful, or otherwise contrary to his position as a solicitor.

In respect of Mr Collison and Mr Tackie-Oblie

- vii) That they improperly utilised clients' monies for their own benefit.
- (viii) That they failed to properly supervise the First and Fourth Respondents.
- (ix) That they failed to remedy breaches of the 1998 Rules promptly upon discovery, in breach of Rule 7 of those Rules.
- (x) That they failed to act in the best interest of their clients.
- (xi) That they failed to report the First Respondent's misconduct to The Law Society.
- (xii) That they failed to comply with conditions on their practising certificates for the practice year 2004/2005. (It was the Applicant's case that in respect of allegations (ix) (x) and (xi) Mr Collison and Mr Tackie-Oblie were dishonest).

In respect of Mr Anafi alone

- (xiii) That he failed to disclose material information to a client.
- (xiv) That he failed to act in the best interests of his clients.
- (xv) That he failed to report the First Respondent's misconduct to The Law Society.

The application was heard at The Court Room, Third Floor, Gate House, 1 Farringdon Street, London EC4M 7NS when Ian Ryan appeared as the Applicant. Mr Bajela did not appear and was not represented. Mr Collison and Mr Tackie-Oblie were represented by Mr Ollenu of Counsel. Mr Collison attended the hearing and although his Counsel had expected the attendance of Mr Tackie-Oblie he did not attend on either of the two days of the hearing. Mr Anafi was represented by Ms Charlotte Boaitey.

The evidence for the Tribunal included the oral evidence of Mr Johnston and Mr Cotter, Investigating Officers of The Law Society and of Mr Collison and Mr Anafi. Mr Bajela had written a letter to the Applicant dated 7th September 2007 which is set out in full hereunder under the heading "The Submissions of Mr Bajela". During the course of the hearing Mr Collison admitted the allegations made against him whilst denying that he had been dishonest. Mr Tackie-Oblie in advance of the hearing made a statement jointly with Mr Collison but he did not admit the allegations. Mr Tackie-Oblie was aware of the hearing and reminded it was taking place by his counsel but he did not attend the hearing. His position was not clear and the Tribunal regarded his position as one in which he had not admitted the allegations. Mr Anafi denied the allegations made against him.

**At the conclusion of the hearing the Tribunal made the following Orders:-**

The Tribunal ORDERS that the respondent, URIAH ADEBISI BAJELA of H. M. Prison Standford Hill, Church Road, Eastchurch, Sheerness, Kent, ME12 4AA, solicitor, be STRUCK OFF the Roll of Solicitors and it further Orders that he do pay the costs of and incidental to this application and enquiry fixed in the sum of £22,000.

The Tribunal ORDERS that the respondent, CLEMENT ATTUQUAYE COLLISON of Oakhill Road, Sutton, Surrey, solicitor, be STRUCK OFF the Roll of Solicitors and it further Orders that he do pay the costs of and incidental to this application and enquiry fixed in the sum of £15,000.

The Tribunal ORDERS that the respondent, SOLOMON ROCKFORD TACKIE-OBLIE of Loggon Road, Basingstoke, solicitor, be STRUCK OFF the Roll of Solicitors and it further Orders that he do pay the costs of and incidental to this application and enquiry fixed in the sum of £15,000.

The Tribunal ORDERS that the respondent, FREDERICK ANAFI of Chantry Crescent, London, NW10, solicitor, be STRUCK OFF the Roll of Solicitors and it further Orders that he do pay the costs of and incidental to this application and enquiry fixed in the sum of £15,000.

**The facts are set out in paragraphs 1 - 48 hereunder:-**

The Respondents' background

1. Mr Bajela, born in 1962, was admitted as a solicitor on 1st November 2002. His name remained on the Roll of Solicitors. At the date of the hearing he was not practising as a solicitor and was serving a custodial sentence.
2. Mr Collison was born in 1944. He was admitted as a solicitor on 15th August 1994. His name remained on the Roll of Solicitors.
3. Mr Tackie-Oblie was born in 1955 and was admitted as a solicitor on 15th December 2000. His name remained on the Roll of Solicitors. He was not practising as a solicitor on the date of the hearing but was engaged as a law lecturer.
4. Mr Anafi was born in 1945 and was admitted as a solicitor on 15th November 2001. His name remained on the Roll of Solicitors.
5. Mr Collison and Mr Tackie-Oblie carried on practice in partnership under the style of Collisons & Co Solicitors at 1-3 Hildereth Street, Balham, London SW12 9RQ (the firm). Mr Bajela and Mr Anafi were assistant solicitors at the firm at the material times.
6. The firm ceased to operate on 9th February 2005. On 10th February 2005 Mr Collison and a Mr O formed a new partnership known as the Balham Law Partnership which became the successor practice to Collisons & Co. The Balham Law Partnership itself ceased practise on 30th March 2006.

#### Mr Bajela's convictions

7. Mr Bajela had appeared at Wimbledon Magistrates Court on 15th March 2005 when he pleaded guilty to using a forged (motor) insurance certificate with intent to deceive and was fined £200 and ordered to pay costs of £70.00.
8. Mr Bajela was further convicted of one count of theft and six counts of obtaining money transfers by deception following a trial at Southwark Crown Court on 2nd November 2006. He was sentenced to a total term of three years and three months imprisonment.
9. The subject matter of the November 2006 convictions related to funds removed from the client account of the firm. The total amount involved was £290,013.00.

#### The facts relating to the allegations made against the four Respondents

10. On 11th February 2005 Mr O, who together with Mr Anafi had formed the new partnership known as the Balham Law Partnership practising from the same premises previously occupied by Collisons & Co, terminated the services of Mr Bajela. On 14th February he notified The Law Society that monies advanced by the Bank of Scotland to Mr Bajela towards the purchase of a property might have been wrongly disbursed to another person.
11. Arrangements were made for an inspection of Collisons & Co to be started on 5th April 2005 and the scope of that inspection was limited to an examination of the

records of Collisons & Co to 9th February 2005 and to matters which specifically concerned Mr Bajela's purchase of the property at Chelsea View, London.

12. The Law Society's Investigation Officer ("IO") produced a report dated 31st May 2005 which was before the Tribunal. The evidence was summarised as follows:-
13. On 15th September 2003 Mr Bajela signed a reservation form in order to secure the purchase of property at Chelsea View at the price of £855,000.00. A 10% deposit was to be paid within 21 days and to reserve the property Mr Bajela was required to pay a non-refundable sum of £5,000.00 which would be part of the 10% deposit.
14. The £5,000.00 was paid out of Collisons & Co's client account on 15th September 2003 by telegraphic transfer. The payment had been requested by Mr Bajela and authorised by Mr Tackie-Oblie on 12 September 2003.
15. This payment was posted to the ledger account of the unrelated matter of client Mr HC. The narrative did not identify the payment as being made in respect of Mr Bajela. Mr Bajela told the Investigation Officer (the IO) that the money "came from a friend of mine but also a client of the firm".
16. Contracts for the purchase of the Chelsea View property were exchanged on 10 October 2003 by Mr Bajela and a representative from the seller's solicitors. Completion was to be on 10 days notice.
17. Mr Bajela obtained the offer of a mortgage advance from the Bank of Scotland ("BOS") and signed the certificate of title for the BOS which was dated 10th October 2003.
18. On 14th October 2003 a mortgage advance of £769,482.00 from the BOS was paid into Collisons' client account. On 15 October the balance of the 10% deposit, namely £80,500.00, was paid to the seller's solicitors out of this advance. The cheque for £80,500.00 was requested by Mr Bajela and authorised by Mr Tackie-Oblie.
19. On 25th November 2003 an amount of £23,000.00 was paid out of Collisons client bank account. The payment had been requested by Mr Bajela but there was no authorisation signature on the payment request voucher. The narrative on the ledger account indicated that this was paid to the seller's solicitors as a second deposit.
20. The firm's bank statement showed that the £23,000.00 had been paid to "Rumke & Joseph". Mr Bajela told the IO that this payment was "to do with Mr Ol" and that he was helping Mr Ol, a friend and a client of the firm, in the "completion of his own property". The reference to the payment of a second deposit in the books was not true.
21. According to the ledger account for the Chelsea View property £17,500.00 was paid to the Royal Bank of Scotland ("RBS") on 16th December 2003. The bank statement showed it was paid to the BOS and Mr Bajela's mortgage account number was given as a reference. Mr Bajela had requested such payment. There was no authorising signature on the payment voucher. Mr Bajela had acknowledged that in making this payment he was using the advance from the BOS to repay his monthly instalments to the BOS.

22. On 18th February 2004 £150,000.00 was paid to Francis How Solicitors. This payment had been requested by Mr Bajela and authorised by Mr Tackie-Oblie. The authorisation voucher described this payment as for "Leasehold (Contingency) balance fees". The reference on the payment instructions form was "DAC/MR/OI". Mr Bajela informed the IO that this was a further loan made by him to Mr OI to enable Mr OI to complete his property purchase. Mr Bajela agreed that the money loaned was money belonging to the BOS and that the narrative on the authorisation voucher was a "lot of nonsense".
23. On 30th April 2004 the solicitors for the sellers of the Chelsea property wrote to Collisons advising that the building had been substantially completed and required completion "in accordance with the terms of the contract". The period of the notice to complete expired on 11 May 2004. The balance of the purchase money due was £752,965.99. The firm held £498,482.00 leaving a shortfall of £254,483.99. The shortfall of funds was accounted for by an apportionment of service charge, ground rent and engrossment fee, the two loans to Mr OI and the payment to the BOS out of its own money of interest due from Mr Bajela as mortgagor.
24. Completion did not take place on the contractual date and on 9 June 2004 the seller's solicitors served a "Special Notice to Complete" on Collisons pointing out that their clients "will rescind the contract at the earliest opportunity and all deposits paid will be retained". The notice expired on 23 June 2004. The sum required to complete on that date was £761,402.20. The combined balance of the current and deposit ledger accounts for Mr Bajela at the firm was £498,482.00 on 23 June 2004, leaving a shortfall of £262,920.20.
25. Further extensions of time to complete were given by the seller's solicitors until they wrote to Collisons on 9 July 2004 advising that the latest offer to keep the contract open for completion until 19 July 2004 would be withdrawn unless they received £10,000.00 "by this time". On 20th July 2004 £10,000.00 was paid to the seller's solicitors from client account.
26. Mr Bajela had obtained a further mortgage advance in respect of the Chelsea View property of £812,225.00, from the RBS. The RBS paid its advance of £812,225.00 into Collisons' client account on 2nd August 2004. The following day £760,851.89 was transferred to the seller's solicitors in order to complete Mr Bajela's purchase. The certificate of title enabling the advance from the RBS had been signed by Mr Anafi. The certificate of title did not set out the circumstances surrounding the transaction. The BOS was not notified that completion was to be funded by another lender. The RBS was not informed the BOS had funded the deposit and other payments.
27. On 3rd September 2004 a cheque from Mr OI for £180,000.00 was paid into Collisons client bank account. It was returned marked "refer to drawer". It was subsequently returned as unpaid.
28. Collisons & Co had sued Mr OI on the dishonoured cheque. That action had been stayed pending the outcome of police investigations into the matter. On 9 February 2005 Collisons paid £910.00 out of client bank account (debited to Mr Bajela's client

ledger) in respect of "Court fees" which meant that the firm had used the RBS' money to fund its action against Mr Ol.

29. The BOS had indicated to the firm that the amount owing on Mr Bajela's mortgage was £849,048.97 as at 31 December 2004. £518,000.00 was repaid on 17th February 2005 by The Balham Law Partnership. Consequently over £330,000.00 remained owing to the BOS, for which it had no security.

#### Mr Bajela

30. Mr Bajela was the purchaser of the Chelsea View property. He had used the BOS money to fund the deposit and explained to the IO that after taking out the mortgage of £769,482.00 with the BOS, he couldn't raise the necessary funding to complete his purchase. Instead of returning the mortgage advance to the BOS or discussing his situation with the bank, he took out a further mortgage in the sum of £812,225.00 with the RBS. As a result he raised two mortgage advances totalling £1,581,707.00 on a property with a purchase price of £855,000.00. Mr Bajela had signed the certificate of title needed to obtain the advance from the BOS. He had used in breach of the terms on which it was provided, the BOS' moneys for the deposit. The mortgage was not completed.
31. The BOS did not acquire security over a property which had a "good marketable title". Condition 10.3 of Part 1 of the Council of Mortgage Lenders (CML) Handbook was breached as the moneys advanced by the BOS were not held on loan on trust for the BOS until completion. Part of the loan was released without holding sufficient funds to complete the purchase and by making loans out of the mortgage advance to Mr Ol.
32. Further breaches of the CML Handbook occurred when completion was delayed and the advance from the BOS was not returned within five working days. Mr Bajela had falsely certified in the certificate of title that "neither any principal nor any other solicitor...in the practice giving this certificate...is interested in the property as mortgagor", when he himself was the mortgagor. He failed to comply with his undertaking to obtain the execution of the mortgage deed prior to the utilisation of the mortgage advance. Mr Bajela had not used any of his own funds to purchase the Chelsea View property. At no stage prior to Mr Bajela obtaining the further mortgage advance from the RBS were there sufficient funds to complete the purchase.
33. Mr Bajela accepted that he had not acted honestly in his dealings with the BOS and he had been in breach of Practice Rule 1. Mr Bajela obtained the further advance from the RBS by concealing the true facts from the RBS.

#### Mr Collison

34. Mr Collison was the sole equity partner at the firm and recognised that he was the overall supervisor of all work at the firm, including conveyancing matters, although conveyancing was not his field of work. Mr Collison had told Mr Bajela that he must not continue to act in his own matter when the fact that he was doing so came to light. Mr Bajela had nevertheless continued to act. Mr Collison had taken no adequate steps to rectify the position.

35. Mr Collison was named as the purchaser's solicitor in the property reservation form signed by Mr Bajela on 15 September 2003. In a fax sent to the seller's solicitors reference was made to "the Partner in Charge". Mr Collison was named as the buyer's solicitor in the contract for the purchase of the Chelsea View property. He was named on the BOS certificate of title. In a letter dated 4 June 2004 from the vendor's solicitors reference was made to "the telephone conversation yesterday with Mr Collison".
36. Mr Collison recalled asking Mr Anafi to assist in the purchase in July 2004 because Mr Tackie-Oblie had informed him of a "shortfall in the accounts" and had advised him that there was not enough money to complete the matter.
37. As a result Mr Collison had spoken to Mr Bajela in the presence of Mr Tackie-Oblie. Mr Bajela told him that he was getting £180,000.00 from Mr Ol which would allow him to complete the purchase. Mr Collison had been anxious to sort matters out so that the deposit paid would not be forfeited.

#### Mr Tackie-Oblie

38. Mr Tackie-Oblie had stated that all electronic transfers of money at Collisons were carried out only by him. He said he had authorised the payments in Mr Bajela's matter without looking at the client matter file and he had taken Mr Bajela at his word that funds were being properly used in respect of the payments requested. Mr Tackie-Oblie said that he had not been aware that Mr Bajela was purchasing this property or that Mr Bajela was doing the conveyancing himself.
39. Mr Tackie-Oblie was a principal of the firm and had responsibility for the supervision of staff and client matters. Mr Tackie-Oblie was the office manager. Mr Tackie-Oblie had become aware that Mr Bajela had "used money for [a] purpose other than for the conveyancing" in July or August 2004.

#### Mr Anafi

40. Mr Collison had asked Mr Anafi to take over the conduct of Mr Bajela's property purchase file. Mr Anafi had been aware that "some of the money on the ledger could not be accounted for". He realised that the money on the ledger account belonged to the BOS and that the BOS had requested the title deeds to the property. He was aware that part of the mortgage advance from the BOS had "gone astray" and that there were insufficient monies to complete the transaction and that Mr Bajela had at no stage put in any funds of his own. On 20 July 2004 Mr Anafi paid the seller's solicitors the £10,000.00 from client account so that Mr Bajela would not lose the deposit already paid.
41. On 27th July 2004, in response to a request from the BOS for a report on the delay in sending the title deeds, Mr Anafi wrote:-

"We refer to the above named property and to your letter requesting information as to the Title Certificates. We had indicated that there were initial freehold adjustments from which the leasehold derived its title and this had to be rectified. Consequently this is in progress and we should report to you as soon as this is complete.



We apologise for the delay and the necessary documentation will be in place in due course. We will endeavour to inform you of the update"

42. On 30th July 2004 Mr Anafi signed the certificate of title and request for monies to be advanced by the RBS. In the certificate of title the price was stated to be £855,000.00; the mortgage advance was £827,554.50. By 2nd August 2004 when the firm received the mortgage advance from the RBS, Mr Bajela had borrowed a total of £1,581,707.00. The purchase price was £855,000.00. Mr Collison and Mr Tackie-Oblie knew this. Mr Bajela had borrowed this large amount when his net monthly salary from the firm was approximately £2,000.00. The repayments on the RBS mortgage alone were £4,363.57 per month. When Mr Anafi became a partner of Mr O on 10th February 2005, Mr O decided to report the situation to The Law Society.
43. The fact that Mr Bajela had been able to act as he did indicated a complete lack of supervision by the principals of the firm.
44. The partners of Collisons & Co did not advise the BOS that completion had been delayed or that there were problems with the transaction even though the bank required to be advised "immediately" and the return of the advance within 5 working days in the case of delay.
45. Principle 19.04 of the Guide to the Professional Conduct of Solicitors relating to the duty to report another solicitor provided that a:-
 

"solicitor is under a duty to report to the Office for the Supervision of Solicitors any serious misconduct

  1. Where a solicitor has reason to believe that another solicitor may be in financial difficulty or where the solicitor's integrity is in question, the solicitor should report those suspicions to the OSS.
  2. A solicitor has a duty to inform the OSS of serious misconduct in the solicitor's own firm..."

Mr Collison, Mr Tackie-Oblie and Mr Anafi did not make such a report and did not comply with that obligation.
46. At the commencement of the IO's inspection Mr Collison and Mr Tackie-Oblie were working at The Balham Law Partnership as consultant and office manager respectively.
47. The Law Society's adjudicator had determined that:-
  1. Messrs Collison and Tackie-Oblie be granted practising certificates for the practice year 2004/2005 subject to the condition that they may act as solicitors in employment or partnership only "which position has first of all been approved by The Law Society..." The Society had not at that stage approved their employment at The Balham Law Partnership.
  2. Condition 2 provided that "Any employer, partner... or prospective employer, partner... is informed of this decision". This matter was raised with Mr O on 5

April 2005 at the commencement of the IO's inspection. He stated that "this was the first time it was brought to my knowledge that they (Messrs Collison and Tackie-Oblie) required prior authority to work in this firm"

48. Mr Collison said that The Law Society had been contacted and informed that both he and Mr Tackie-Oblie were going to work as consultants in the new firm. They had written to The Law Society and had assumed that this was in order in the absence of a response from The Law Society.

### **The Submissions of the Applicant**

49. Mr Bajela had been convicted of criminal offences involving dishonesty on his part. He was serving a custodial sentence. It was clear that Mr Bajela deliberately misused funds obtained from the BOS and the RBS for a variety of improper purposes as well as misusing funds belonging to another client for his own purposes, namely the deposit on his own purchase.
50. Mr Bajela had signed a certificate of title in respect of his mortgage advance from the BOS and failed to abide by the requirements of that certificate. He improperly obtained a further mortgage advance from the RBS to complete his purchase. He failed to inform the BOS of his further mortgage application to RBS and he did not act in the best interests of the BOS. Mr Bajela had adopted a dishonest course of action.
51. Mr Collison and Mr Tackie-Oblie completely failed to discharge their responsibilities and duties as solicitors and principals in the firm exemplified by the facts as found that:-
- (a) They took no steps to remedy or replace the improper payments made by Mr Bajela, having been aware of those payments at the latest by August 2004.
  - (b) They failed properly to supervise Mr Bajela and Mr Anafi thereby allowing them to breach obligations of the firm to lenders including permitting them to sign misleading certificates of title for mortgagees.
  - (c) They failed to prevent Mr Bajela from acting for himself in connection with the purchase of a property or to prevent Mr Bajela from misusing mortgage advances from two lenders.
  - (d) They failed to report Mr Bajela's obvious misconduct to The Law Society contrary to their respective duties as set out in the Guide to Professional Conduct (8th Edition) (paragraph 19.04 at page 362).
  - (e) They took no steps to protect the interests of the BOS or the RBS or to inform them of the true position in relation to their respective mortgage advances.
52. Mr Collison and Mr Tackie-Oblie utilised client monies from the RBS for their own purposes thereby putting their own interests before those of their clients.
53. Mr Collison and Mr Tackie-Oblie had both practised in breach of conditions on their practising certificates from 10th February 2005 until 6th April 2005.

54. In the submission of the Applicant both Mr Collison and Mr Tackie-Oblie were fully aware of the situation in relation to Mr Bajela's purchase of the Chelsea View property from, by their own admission, August 2004 at the latest. Despite this, they did nothing at all to remedy the position, leaving the mortgage advance from the BOS in a designated deposit account until after the firm ceased to operate and utilising monies from that advance (or the RBS advance) for their own purposes.
55. In the submission of the Applicant Mr Collison and Mr Tackie-Oblie behaved dishonestly in respect of allegations (ix) (x) and (xi) by deliberately closing their eyes to Mr Bajela's misconduct and failing to take any positive action to remedy the position; or they were grossly reckless with regard to Mr Bajela's actions and failed to give any or any proper thought to the correct course of action that they should have pursued.
56. Despite his knowledge that a mortgage advance had been received from the BOS and that "some of the money on the ledger could not be accounted for" Mr Anafi signed a certificate of title in respect of the advance from the RBS knowing that he could not comply with the requirements of that certificate.
57. In addition, despite being aware of the position, Mr Anafi took no steps to protect the interests of either of the lending banks or to inform them of the true position with regard to their mortgage advances, nor did he report Mr Bajela's obvious misconduct to The Law Society which was a professional obligation.
58. In the submissions of the Applicant, Mr Anafi behaved dishonestly in respect of allegation (xiii) by signing a certificate of title in respect of the further mortgage advance from the RBS knowing of the previous advance from the BOS and the situation with regard to Mr Bajela's purchase generally; or he was grossly reckless as to whether he should have signed the certificate of title knowing of the BOS' interest and the situation with regard to the purchase generally.
59. In the further submissions of the Applicant Mr Anafi behaved dishonestly in respect of allegations (xiv) and (xv) by deliberately closing his eyes to Mr Bajela's misconduct and failing to take any positive action in respect of that misconduct; or he was grossly reckless with regard to Mr Bajela's actions and failed to give any or any proper thought to the correct course of action that Mr Anafi should have pursued.

#### The Submissions of Mr Bajela

60. Mr Bajela's before mentioned letter of 7th September 2007:-

"I can confirm receipt of your letters and service of the same via the prison authorities. I also the comments made in your penultimate letter and note the contents therein.

As I did inform you when we spoke sometime ago I was not able to prepare and indeed present my case to the tribunal whilst I am in prison. I am not able to instruct solicitors as well as the same will have to be done privately. Consequently, I would like you to inform the Chair of my position and it is not because I do not want to respond to the allegations against me.

However, I would also like the tribunal to note that above all, I am of the opinion that I will not receive a fair hearing in the event that I am serving a sentence and been convicted of a criminal offence. Much of the allegations and the facts therein is based on the evidence given by Mr Collison and Mr Tackie-Oblie and most of all the veracity of the same especially when the matter has been decided by a court.

But please check the statements given to court and the statement given to the Law Society. You will note that they are inconsistent and it would be proper to confirm which one Mr Tackie will rely on. As a result I am not in a position to put all this across to the tribunal and I deem it unfair.

I do not feel this letter will make a difference but I ask that it be placed on the table of the Chair for their information."

### The Submissions of Mr Collison

61. Mr Collison admitted the allegations against him but denied that he had been dishonest.
62. Mr Collison accepted that as a sole principal he had ultimate overall responsibility for the management and administration of the firm. Mr Tackie-Oblie in December 2003 became a partner and the managing solicitor. There were different supervisors for the various departments of the firm. As part of the supervision and management of the firm, all incoming post was checked by Mr Collison and in his absence by Mr Tackie-Oblie. There were periodic reviews of case files.
63. When Mr Collison and Mr Tackie-Oblie were informed, in either the first or second week of August 2004, that Mr Bajela had used money which he had borrowed for the purchase of a house for other purposes they panicked. They had never experienced such a situation before. They formed the view that it would be in the best interest of the firm to get Mr Bajela to refund the money before reporting him to The Law Society. Their decision was based on their past experience of dealing with The Law Society. They thought that if they were to report Mr Bajela immediately he would get away with the money and the firm would be saddled with the lost money.
64. They also formed the view that it would be better for the new partners of Collisons & Co. to inform The Law Society once they took over. Mr Collison had pursued the matter with the police about two weeks before the takeover. Mr Tackie-Oblie had been the main witness at Mr Bajela's trial.
65. They had also taken the view that it was better for Mr Bajela to remain working with the firm so that they could apply pressure on him to refund the money or lead them to the person to whom he had transferred money.
66. While Mr Bajela was allowed to work at the firm Mr Collison said he was rigorously supervised and not given any opportunity to do any work which would give him any opportunity to abuse the firm's accounts.
67. Mr Collison and Mr Tackie-Oblie did not take advice from anybody about this matter because they were in a panic and were confused about the whole situation. Their

greatest concern was to save the firm, the jobs of the employees and getting the money back enabling them to repay the BOS. After that they intended to report Mr Bajela to The Law Society. They thought their actions had produced results when at the end of August Mr Bajela brought a cheque for £180,000 from his friend as refund of the money transferred to him. When this cheque was dishonoured they took civil action to recover the amount. They did not use clients' money to pay court fees. The entry on the client ledger indicating this was wrong and represented a straightforward posting error.

68. Mr Collison and Mr Tackie-Oblie had played no part in Mr Bajela's applications for mortgage advances and had no knowledge of these matters. Both Mr Collison and Mr Tackie-Oblie accepted that what had occurred was an indication of failure properly to supervise staff on their behalf. They had not been complicit in Mr Bajela's dishonest activities and had been unaware of them for some time. They had not been dishonest in any of their dealings but had believed that their approach would secure the best possible outcome and that Mr Bajela should be reported to The Law Society when the problems had been resolved.

#### The Submissions of Mr Tackie-Oblie

69. Mr Tackie-Oblie played no part in the hearing. Although he had made a statement jointly with Mr Collison it was uncertain whether his position was the same as that of Mr Collison, namely that he admitted the allegations but denied dishonesty.

#### The Submissions of Mr Anafi

Mr Anafi did not give oral evidence and the following submissions were made on his behalf:-

70. Before any funds could leave the client account the request for the funds had to be sent to the practice manager who checked with the Law Master system to make sure there were funds on the ledger to transfer for the transaction. Then either Mr Anafi or Mr Collison would effect the transfer of the funds. No one else could effect the transfer of funds from client account. The transfer of funds was achieved in one of two ways, either:-
- (a) By CHAPS. By this method a form was prepared and signed by Mr Collison or Mr Tackie-Oblie. No one else could sign the CHAPS form. The form was then sent by either of them or by the senior bookkeeper.
  - (b) By an electronic device. By this either of the partners entered the details of the transfer into an electronic device. The device transmitted the details to the bank electronically. The details were then faxed to the bank. The device was kept under lock and key by the partners. A code had to be entered and only the partners knew the code.
71. Mr Anafi accepted that he had signed the certificate of title for the RBS on the instructions of Mr Collison.
72. Some funds advanced to Mr Bajela for the purchase of the property had gone astray. The seller's solicitors were threatening to rescind the contract and forfeit the deposit

of £85,500.00. Mr Collison pressurised Mr Bajela to refund the money. He was also looking for money from his own resources to replace the missing money. Mr Collison had engaged the services of private detectives to trace the missing funds. He had been told by Mr Bajela that he had been able to obtain an offer of mortgage from the RBS to complete the transaction and that the Royal Bank of Scotland was aware of the situation. Mr Collison instructed Mr Anafi to request the funds from the RBS so that they could complete the purchase and by doing that save £85,500.00 of the funds of the BOS. The funds of the BOS would then be refunded to them as soon as Mr Bajela had refunded the money or after Mr Collison was able to find money to make up for the shortfall.

73. The RBS' funds came in. It was confirmed by Mr Tackie-Oblie that the funds had been received into client account. Mr Anafi did the paper work and the partners effected the transfer of funds to complete the purchase of the property. The charge of the RBS was registered and the interest of the RBS was protected.
74. Meanwhile the search for funds and the missing money continued. Mr Anafi understood that the BOS was informed by the manager of Barclays Bank with whom the partners were negotiating for a loan to make up the shortfall, and that they were persuaded to give Collisons and Co time to find the money. That explained why the BOS did not take any measures to get the deeds or their funds from July 2004 until February 2005 when Mr Ow and Mr Anafi as partners of Balham Law Partnership reported the matter to them, sent them what was left of their money and reported the matter to The Law Society and their indemnity insurers.
75. Mr Anafi signed the certificate of title to help the firm save substantial sums which the seller's solicitors were threatening to forfeit. He was not dishonest in doing this, neither was he reckless. What he did was to help the partners in their efforts to solve a problem, a problem which would have led to loss of more money of the BOS.
76. By the time the partners in the firm involved Mr Anafi in Mr Bajela's transaction the BOS' money had already gone astray. There was nothing he could do to protect the interest of the BOS. What he did was to help ensure that more funds of the BOS were not lost. On becoming a partner of Balham Law Partnership Mr Ow and Mr Anafi reported the matter to the BOS, sent them what was left of their money and informed their insurers who paid them the shortfall. Before Mr Anafi became a partner of Balham Law Partnership he had no contact with the BOS. All communications between the BOS and the firm were handled by the partners and Mr Bajela.
77. Mr Anafi had been instructed by Mr Collison to send £10,000.00 to the seller's solicitors when the seller's solicitors threatened to rescind the contract if they were not paid that sum by a certain date. Before this was done Mr Anafi asked Mr Tackie-Oblie whether there was money available for that purpose. He said there was. Mr Anafi completed a request form and Mr Tackie-Oblie transferred the money to the seller's solicitors.
78. Mr Bajela, unbeknown to Mr Anafi, had answered the BOS' request for deeds at the time when Mr Anafi had conduct of the file. Mr Anafi denied he had written or was aware of the letter written in his name quoted at paragraph [41] above.

79. Mr Collison had informed Mr Anafi that Mr Bajela had been given a mortgage offer by the RBS and that Mr Anafi should request the funds to complete the purchase in order to avoid the loss of £85,500.00 already paid to the seller's solicitors. Mr Anafi requested the funds. Mr Collison told him that Mr Bajela had informed him that the RBS was aware of the situation. Mr Anafi was informed that the funds had arrived in client account. He made a request and Mr Tackie-Oblie transferred the funds to the seller's solicitors and the purchase was completed. The interest of the RBS was registered. The RBS had lost nothing.
80. Mr Anafi said he had been neither reckless nor dishonest. He had acted on the instructions of his employers and had been aware that he was assisting them to solve a problem.
81. The partners of the firm were investigating the misapplication of the funds by Mr Bajela. They were also looking for funds from their own sources to replace the misapplied funds. The partners were dealing with the external bodies involved. It was not up to Mr Anafi to report matters to The Law Society. He could not do so when the partners were making serious efforts to solve the problem.
82. When Mr Anafi became a partner, on 10 February 2006, Mr O and he reported the conduct of Mr Bajela to The Law Society.
83. Mr Anafi's role had been that of a person who was brought in to help solve a problem. He did not do anything of his own volition. Everything he did was done on the instructions of the partners. At every stage he was instructed to act by Mr Collison. The role he played did not cause the loss of funds to anybody. He did not deceive anybody. If Mr Anafi did break rules in the process, it was because of his desire to help save the loss of funds. In his own mind he had been neither reckless nor dishonest.

### **The Findings of the Tribunal**

84. The Tribunal found allegations (i), (ii), (iii) and (iv) against Mr Bajela to have been substantiated. The Tribunal had before it certificates of Mr Bajela's convictions and was aware that he was currently serving a prison sentence. It found allegations (v) and (vi) against Mr Bajela also to have been substantiated. Mr Bajela had offered no explanation of his deliberate and improper utilisation of client funds for the benefit of other clients, a third party or himself. He had no answer to the allegation that he acted in a way which was fraudulent, deceitful or otherwise contrary to his position as a solicitor.
85. Mr Collison had admitted the allegations against him save in relation to dishonesty. The Tribunal found all of the allegations against Mr Collison to have been substantiated and deals with the question of dishonesty below.
86. In the case of Mr Tackie-Oblie he had not made any specific admissions but in the light of the findings about Mr Collison and the evidence before the Tribunal and its findings of the fact the Tribunal found all of the allegations against Mr Tackie-Oblie to have been substantiated. The question of dishonesty is dealt with below.

87. Allegations (vii) to (xi) were admitted allegations but ix, x and xi had been put as involving dishonesty on the part of Mr Collison and Mr Tackie-Oblie which was denied. Although the underlying facts were admitted by Mr Collison and Mr Anafi, the other Respondents had not given evidence or made admissions. The Tribunal made its findings on the basis of its finding that all the Respondents knew at relevant times:-
- a) that Mr Bajela was the purchaser of the Chelsea View property.
  - b) that Mr Bajela could not properly involve himself for the firm in the conveyancing of a property he was buying.
  - c) that moneys received from the BOS had been misapplied.
  - d) the RBS was kept in ignorance of the fact that the BOS had financed the deposit on the property in respect of which the RBS made a mortgage advance. The claim that the RBS was told that the BOS' money had been used for the deposit is not credible and is rejected.
  - e) that the BOS or the RBS client moneys were improperly utilised to finance attempts by the firm to recover money said to be owing to it.

The consequence of these findings is that each of the Respondents was knowingly in breach of fundamental obligations of a solicitor as well as the specific requirements of the Solicitors Accounts Rules and the terms on which mortgage providers were prepared to instruct the firm to undertake conveyancing work for the mortgage provider as well as the purchaser. The claim by Mr Collison and Mr Tackie-Oblie that their actions were honest implied a standard of honesty on their part that the Tribunal could not accept. The Tribunal found that both Mr Collison and Mr Tackie-Oblie had acted with dishonesty and in reaching that conclusion had applied the two part test set out in the case of *Twinsectra Ltd v Yardley*. The Tribunal accordingly found all allegations vii to xi substantiated against both these Respondents.

88. In the case of Mr Anafi the Tribunal found the allegations against him to have been substantiated. The Tribunal considered that Mr Anafi had had conduct of the matter of Mr Bajela's purchase of the Chelsea View property at the latest in July 2004. He was then aware of and was bound to disclose the misappropriation of the BOS monies to it. Those were material matters to be disclosed to the lender and such matters should also have been disclosed to the RBS. Mr Anafi was not, as an assistant solicitor acting upon the instruction of the firm's partners, absolved from fulfilling his clear duties as a solicitor. The BOS' interest had not been protected, indeed its monies had been sacrificed in the interests of the purchaser, Mr Bajela, and the RBS whose interests were preferred over those of the interests of the Bank of Scotland. The actions taken and the failure to report serious misconduct had indirectly taken place in order to benefit the firm. The Tribunal found that such actions were both reckless as well as dishonest. The Tribunal found the allegations to have been proved against Mr Anafi for the period during which he knew that he should have disclosed to clients and reported the blatant breach of professional responsibilities. The Tribunal regarded such failure as conscious impropriety and constituted dishonesty having applied the test in the case of *Twinsectra Ltd v Yardley*.



89. The Tribunal considered the abject failure of these Respondents to comply with their professional responsibilities would have justified their being struck off even in the absence of a finding of dishonesty.

The Mitigation of Mr Collison

90. A finding of dishonesty was a sad matter for Mr Collison who had enjoyed a long legal career. He was highly thought of by his clients and other professionals and had served as a Tribunal chairman at a number of Tribunals.
91. It was recognised that the Tribunal's finding related to serious matters and it was unlikely that any sanction other than a striking off order would follow.
92. The Tribunal was invited to give due weight to the testimonials offered in support of Mr Collison. Mr Collison was 64 years of age and was married with both grown up and young children. He had yet quite a few years during which he would be required to provide for his younger children who were aged twelve and eight. At the time of the hearing Mr Collison was unemployed. The Tribunal's findings and order would render it impossible for Mr Collison to find employment. He owned his own home with the assistance of an interest only mortgage.
93. Mr Collison should be given credit for admitting the allegations although it was accepted that he had done so at a very late stage.
94. Mr Collison had found himself in an invidious position and had done his best to sort it out. The initial problem was not one of his making.
95. It was hoped in the light of what had happened and Mr Collison's personal circumstances that the Tribunal would be able to adopt a stance of leniency when imposing a sanction.

The Mitigation of Mr Tackie-Oblie

96. Although Mr Tackie-Oblie had absented himself from the hearing his counsel made representations on his behalf. Mr Tackie-Oblie had at the time of the hearing a job as a teacher teaching 'A' level law. The Tribunal's finding against Mr Tackie-Oblie might well have a significant effect on his future and might well cause him real difficulty. Mr Tackie-Oblie had only fairly recently qualified as a solicitor and Counsel said it was tragic that he found himself in this situation.
97. The Tribunal was invited to take everything that had led to the unfortunate situation into account.

The Mitigation of Mr Anafi

98. Mr Anafi had been a Ghanain diplomat and had found himself unable to return to Ghana following a coup in that country. He had qualified as a solicitor somewhat late in life. He had struggled to keep his family and study law at the same time. He had qualified as a solicitor and had only recently qualified when he became embroiled in the circumstances before the Tribunal. At the time of the hearing Mr Anafi was working under supervision. His wife was also working. They had two adult children

living at home. They lived in rented accommodation. Their personal circumstances were very difficult.

99. Mr Anafi had, after entering partnership with Mr O, sent such money as remained to the BOS and had reported Mr Bajela to The Law Society. Mr Anafi had acted on the instructions of his principals and had genuinely thought that steps which he took would resolve the unfortunate situation which had arisen.
100. Mr Anafi recognised that the findings against him were serious offences and he did not seek to minimise them. He had learned a salutary lesson. He no longer sought to undertake conveyancing work and had concentrated his efforts on immigration work.

#### The Submissions on Costs

101. Mr Ryan sought the costs of and incidental to the application and enquiry. He provided to the Tribunal a written schedule of costs, pointing out that the hearing had lasted for two days rather than the three days anticipated and explained that he had had the assistance of members of his firm which represented an economical way of dealing with the matter.
102. For Mr Collison and Mr Tackie-Oblie it was pointed out that Mr Bajela was the most culpable of the four Respondents. The Tribunal was invited to take Mr Collison's personal circumstances into account. Mr Tackie-Oblie's representative was not able to give details about that gentleman's earnings. It was recognised that the good name and the standards of the solicitors' profession were to be maintained and it was recognised that the Applicant's costs would have to be paid. It was hoped that the Tribunal would bear in mind the situation in which Mr Collison and Mr Tackie-Oblie had found themselves. The Tribunal was invited not to order the full amount of costs against them.
103. On behalf of Mr Anafi it was said that the Tribunal had heard about Mr Anafi's circumstances and the Tribunal was invited to take carefully into consideration his ability to pay costs.

#### The Tribunal's Decision on Sanction

104. Having found in respect of each of the four Respondents that they had acted dishonestly the Tribunal considered that it was both appropriate and proportionate to order that each of them should be struck off the roll of solicitors. This was necessary in order to protect the public and the good reputation of the solicitors' profession.
105. As to the question of costs, having regard to the Applicant's schedule and having taken into account the fact that the hearing was somewhat shorter than had been expected, the overall figure to be met by all four Respondents was in excess of £66,000. None of the Respondents challenged this figure and the Tribunal was satisfied that it represented an accurate reflection of the Applicant's work. The Tribunal further recognised that Mr Bajela had been the prime cause of the situation which had arisen but also had to take into account the fact that the remaining three Respondents had considerably prolonged the proceedings by their denial of the allegations against them, in the case of Mr Collison until the day of the hearing. The Tribunal also took into account the fact that the Applicant claimed £1000.00 of costs

in addition in respect of the allegations against Mr Bajela alone in case number 9400/06. In all of the circumstances the Tribunal considered that it would fix the costs in the figure of £66,000 in respect of case number 9500/06 in which the four Respondents were concerned and having taken into account Mr Bajela's liability to costs in application 9400/06 ordered that Mr Bajela pay the Applicant's costs fixed in the sum of £22,000 and the other three Respondents should each pay the Applicant's costs fixed in the sum of £15,000.00.

106. The Tribunal recognised that their Orders represented a personal tragedy for Mr Collison, Mr Tackie-Oblie and Mr Anafi but the fortunes of individual solicitors had to be weighed against the wider picture of the protection of the public and the protection of the collective reputation of the solicitors' profession for maintaining the highest standards of honesty, integrity, probity and trustworthiness, a reputation which none of these Respondents could claim to have upheld.

Dated this 13th day of December 2007

On behalf of the Tribunal

A H Isaacs  
Chairman