

IN THE MATTER OF ANTHONY NWABUDIKE OMEZIE, OTU ENE IBAN, AYODELE  
OLUGBENGA AKINMOYO, [*FOURTH RESPONDENT*] and [*FIFTH RESPONDENT*],  
solicitors HARRY ENNY JASPER, solicitor's clerk and NNAMDI ORJI, registered foreign  
lawyer  
*NAMES REDACTED*

- AND -

IN THE MATTER OF THE SOLICITORS ACT 1974

---

Mr. A. G. Ground (in the chair)  
Mr. E. Richards  
Mr. G. Fisher

Date of Hearing: 10-14<sup>th</sup> and 17<sup>th</sup> November 2008

---

## **FINDINGS**

of the Solicitors Disciplinary Tribunal  
Constituted under the Solicitors Act 1974

---

An application was duly made on behalf of the Solicitors Regulation Authority ("the Authority") by David Elwyn Barton, solicitor of 13-17 Lower Stone Street, Maidstone, Kent, ME15 6JX on 26<sup>th</sup> January 2007 that Anthony Nwabudike Omezies, solicitor, of 7 Cranleigh Gardens, South Croydon, Surrey, CR2 9LD, Otu Ene Iban, solicitor, of Ravenstone Law Practice, Ground Floor, 10 Station Parade, London, SW12 9AZ, Ayodele Olugbenga Akinmoyo, solicitor, of Woodland Solicitors of Unit 415 Omnibus WS, 39-41 North Road, London, N7 9DP, [*FOURTH RESPONDENT*], solicitor, of Linbrook Solicitors, 2<sup>nd</sup> Floor, 59a Wanstead High Street, London, E11 2AE, Ms Cecile Bramble, solicitor, of 36 Deynecourt Gardens, London, E11 2BU, Harry Enny Jasper, solicitor, of 125 Draper House, 20 Elephant and Castle, London, SE1 6SY 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.

9650-2007

- (1) The allegations against Mr Omezic were that he had been guilty of conduct unbecoming a solicitor in each of the following respects namely:
- (a) Contrary to the provisions of Rule 1 of the Solicitors Practice Rules 1990 he has:
- (i) compromised or impaired his independence or integrity;
  - (ii) compromised or impaired the good repute of both himself and the solicitors' profession;
  - (iii) compromised or impaired his proper standard of work;
  - (iv) compromised or impaired his duty to act in the best interests of his clients;

as a consequence of having acted in or otherwise facilitated conveyancing transactions during the course of which he either failed to be alert or deliberately closed his eyes to the suspicious characteristics of those transactions. It is further alleged that he was dishonest. Alternatively he was grossly reckless;

- (b) Contrary to the provisions of Rule 1(c) of the Solicitors Practice Rules 1990 he has compromised or impaired his duty to act in the best interests of his clients by his failure to promptly pay or ensure payment of land registry fees and stamp duty in a quantity of conveyancing transactions undertaken by his firm;
- (c) Contrary to the provisions of Rule 1(c) of the Solicitors Practice Rules 1990 he has compromised or impaired his duty to act in the best interests of his lender clients by his failure to advise them of material facts, or to otherwise ensure such clients were so advised;
- (d) He compromised his independence and integrity, contrary to Rule 1 of the Solicitors Practice Rules 1990, by virtue of the manner of his involvement in his own purchase of 171 Capital West. His actions in their respect were deliberate and thereby dishonest; alternatively, he was grossly reckless;
- (e) Contrary to the provisions of Rule 6(2) of the Solicitors Practice Rules 1990 he has acted for seller and buyer in connection with the provision of conveyancing services in circumstances not permitted by the said Rule;
- (f) Contrary to the provisions of Rule 6(3) of the Solicitors Practice Rules 1990 he has acted for seller, buyer and lender without having first notified the lender in writing that he was proposing to act for the seller and buyer;

- (g) He failed to comply with the terms upon which monies were sent to him by Barclays Bank plc;
  - (h) He incorrectly described items in bills as disbursements when they contained an element of profit, and thereby made a secret profit.
- (2) The allegations against Mr Iban were that he had been guilty of conduct unbefitting a solicitor in each of the following respects namely;
- (a) Contrary to the provisions of Rule 1 of the Solicitors Practice Rules 1990 he has:
    - (i) compromised or impaired his independence or integrity;
    - (ii) compromised or impaired the good repute of both himself and the solicitors' profession;
    - (v) compromised or impaired his proper standard or work;
    - (vi) compromised or impaired his duty to act in the best interests of his clients

as a consequence of having acted in or otherwise facilitated conveyancing transactions during the course of which he either failed to be alert or deliberately closed his eyes to the suspicious characteristics of those transactions. It is further alleged that he was dishonest. Alternatively he was grossly reckless;

- (b) Contrary to the provisions of Rule 1(a) of the Solicitors Practice Rules 1990 he has compromised or impaired his independence and integrity by having signed and sent to his lender client a Certificate of Title that was false and misleading in a material particular. It is further alleged that in this respect he was dishonest;
- (c) Contrary to the provisions of Rule 1(c) of the Solicitors Practice Rules 1990 he has compromised or impaired his duty to act in the best interests of his clients by his failure to pay or ensure payment of land registry fees and stamp duty in a quantity of conveyancing transactions undertaken by his firm;
- (d) Contrary to the provisions of Rule 1(c) of the Solicitors Practice Rules 1990 he has compromised or impaired his duty to act in the best interests of his clients by his failure to advise lender clients of material facts, or to otherwise ensure such clients were so advised;
- (e) Contrary to the provisions of Rule 6(2) of the Solicitors Practice Rule 1990 he has acted for seller and buyer in connection with the provision of conveyancing services in circumstances not permitted by the said Rule;

- (f) Contrary to the provisions of Rule 6(3) of the Solicitors Practice Rules 1990 he has acted for seller, buyer and lender without having first notified the lender in writing that he was proposing to act for the seller and buyer;
  - (g) He incorrectly described items in bills as disbursements when they contained an element of profit, and thereby made a secret profit.
- (3) The allegations against Mr Akinmoyo are that he has been guilty of conduct unbecoming a solicitor in each of the following respects namely;
- (a) Contrary to the provisions of Rule 1 of the Solicitors Practice Rules 1990 he has:
    - (i) compromised or impaired his independence or integrity;
    - (ii) compromised or impaired the good repute of both himself and the solicitors' profession;
    - (vii) compromised or impaired his proper standard or work;
    - (viii) compromised or impaired his duty to act in the best interests of his clients;

as a consequence of having acted in or otherwise facilitated conveyancing transactions during the course of which he either failed to be alert or deliberately closed his eyes to the suspicious characteristics of those transactions. It is further alleged that he was dishonest. Alternatively he was grossly reckless;
  - (b) Contrary to the provisions of Rule 1(c) of the Solicitors Practice Rules 1990 he has compromised or impaired his duty to act in the best interest of his clients by his failure to pay or ensure payment of land registry fees and stamp duty in a quantity of conveyancing transactions undertaken by his firm;
  - (c) Contrary to the provisions of Rule 1(c) of the Solicitors Practice Rules 1990 he has compromised or impaired his duty to act in the best interest of his clients by his failure to advise lender clients of material facts, or to otherwise ensure such clients were so advised;
  - (d) [withdrawn with the consent of the Tribunal]
- (4) The allegation against *[FOURTH RESPONDENT]* is that he has been guilty of conduct unbecoming a solicitor in the following respect namely:
- he compromised or impaired his independence and integrity and brought himself and his profession into disrepute, in each case contrary to Rule 1 of the Solicitors Practice Rules 1990, by virtue of the manner in which he conducted conveyancing transactions on behalf of Redland Constructions Limited.

- (5) The allegation against *[FIFTH RESPONDENT]* is that she has been guilty of conduct unbefitting a Solicitor in the following respects namely;
- she compromised or impaired her independence and integrity and brought herself and her profession into disrepute, in each case contrary to Rule 1 of the Solicitors Practice Rules 1990, by virtue of the manner in which she conducted or participated in conveyancing transactions specified in this statement.
- (6) The allegation against Mr Jasper is that having been employed or remunerated by a solicitor, he has been guilty of an act which makes it undesirable for him to be employed or remunerated by a solicitor in connection with his/her practice.
- (7) The further allegations against Mr Iban contained in the first supplementary statement are as follows:-
- (a) Contrary to Rule 22 of the Solicitors Accounts Rules 1998 he withdrew from client account and utilised money belonging to one client for the benefit of another not entitled thereto thereby creating a cash shortage;
  - (b) Contrary to Rule 22(5) of the said Rules he withdrew money from client account on behalf of a particular client in excess of the amount held on behalf of that client;
  - (c) Contrary to the provisions of Rule 1 of the Solicitors Practice Rules 1990 he has:
    - (i) compromised or impaired his independence or integrity;
    - (ii) compromised or impaired the good repute of both himself and the solicitors' profession;

as a consequence of having acted in or otherwise facilitated conveyancing transactions during the course of which he either failed to be alert or deliberately closed his eyes to the suspicious characteristics of those transactions. It is further alleged that he was dishonest. Alternatively he was grossly reckless;
  - (d) Contrary to the provisions of Rule 1(c) of the Solicitors Practice Rules 1990 he has compromised or impaired his duty to act in the best interest of his clients by his failure to advise lender clients of material facts, or to otherwise ensure such clients were so advised. It is further alleged that he was dishonest. Alternatively he was grossly reckless;
  - (e) He caused or permitted the registration of a property purchase to be registered at H M Land Registry at a price which was misleading;
  - (f) Contrary to Rule 10.05 of the Solicitors Code of Conduct 2007 he has failed to fulfil an undertaking.

9654-2007

An application was duly made on behalf of the Authority by David Elwyn Barton, solicitor of 13-17 Lower Stone Street, Maidstone, Kent, ME15 6JX on 4<sup>th</sup> February 2007 that Ayodele Olugbenga Akinmoyo, solicitor of Woodlands Solicitors, Unit 415 Omnibus WS, 39-41 North Road, London, N7 9DP and Nnamdi Orji, Registered Foreign Lawyer, of 92 Russell Rise, Luton, LE1 5EX, 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.

- (8) The allegations against Mr Akinmoyo were that he had been guilty of conduct unbecoming a solicitor in each of the following respects namely:
- (a) Contrary to Rule 7 (6) of the Solicitors Practice Rules 1990 he entered into partnership with the Second Respondent at a time when he was not a Registered Foreign Lawyer and was thus not permitted to do so;
  - (b) Contrary to section 1 of the Solicitors Publicity Code 2001 he caused or permitted the name of the Second Respondent to appear on his headed notepaper as a partner thereby creating the misleading impression that he was a solicitor admitted to practice in England and Wales when he was not admitted or entitled to do so.
- (9) The allegations against Mr Orji were that he had been guilty of conduct unbecoming a solicitor in each of the following respects namely:
- (a) Contrary to Rule 7(6) of the Solicitors Practice Rules 1990 he entered into partnership with the First Respondent at a time when he was not a Registered Foreign Lawyer and was thus not permitted to do so;
  - (b) Contrary to section 1 of the Solicitors Publicity Code 2001 he caused or permitted his name to appear on headed notepaper as a partner thereby creating the misleading impression that he was a solicitor admitted to practice in England and Wales when he was not admitted or entitled to do so.
- (10) The further allegations against Mr Akinmoyo contained in the first supplementary statement are that he had been guilty of conduct unbecoming a solicitor in each of the following respects namely:
- (a) Contrary to the provisions of Rule 1 of the Solicitors Practice Rules 1990 he has:
    - (i) compromised or impaired his independence or integrity;
    - (ii) compromised or impaired the good repute of both himself and the solicitors' profession;
    - (iii) compromised or impaired his proper standard or work;

- (iv) compromised or impaired his duty to act in the best interests of his clients

as a consequence of having acted in or otherwise facilitated conveyancing transactions during the course of which he either failed to be alert or deliberately closed his eyes to the suspicious characteristics of those transactions. It is further alleged that he was dishonest. Alternatively he was grossly reckless;

- (b) Contrary to the provisions of Rule 1(c) of the Solicitors Practice Rules 1990 he has compromised or impaired his duty to act in the best interests of his clients by his failure to advise lender clients of material facts, or to otherwise ensure such clients were so advised;
  - (c) He has failed to answer correspondence from the Society;
  - (d) He has failed to comply with the direction of an Adjudicator dated the 22<sup>nd</sup> November 2006.
- (11) The further allegations against Mr Akinmoyo contained in the second supplementary statement were that he had been guilty of conduct unbecoming a solicitor in each of the following respects namely:
- (a) He has failed to deliver his Accountant's Report for the year ending 8<sup>th</sup> May 2006;
  - (b) He practised as a solicitor without there being in force a practising certificate issued by the Law Society in accordance with the provisions of Part 1 of the Solicitors Act 1974, contrary to section 1(A) of the said Act;
  - (c) He has acted in breach of the Solicitors Accounts Rules 1998 in that contrary to the provision of Rule 22 thereof he has withdrawn from client account monies other than in accordance with the provisions thereof and has done so for his own benefit. It is further alleged that the Respondent was dishonest;
  - (d) He has acted in breach of the Solicitors Accounts Rule 1998 in that contrary to the provisions of Rule 30(1) he has transferred monies from one client ledger to another;
  - (e) He has acted in breach of the Solicitors Accounts Rules 1998 in that contrary to the provisions of Rule 30(2) he has paid out funds said to have been a private loan;
  - (f) He has compromised or impaired his duty to act in the best interests of his clients contrary to Rule 1(c) of the Solicitors Practice Rules 1990;
  - (g) He has failed to adequately supervise his practice.

- (12) The further allegations against Mr Akinmoyo contained in the third supplementary statement were as follows:
- (a) He has breached Rule 1(c) of the Solicitors Practice Rules 1990 having failed to act in the best interests of his client and has thereby been guilty of conduct unbecoming a solicitor;
  - (b) He has failed to respond to correspondence from the Society;

The applications were heard at the Court Room, Gate House, 3<sup>rd</sup> Floor, 1 Farringdon Street, London, EC4M 7NS on 10<sup>th</sup>-14<sup>th</sup> and 17<sup>th</sup> November 2008 when David Elwyn Barton appeared as the Applicant. Mr Omezie and Mr Iban were represented by Gavin Purves of Counsel acting under the Bar Direct Access Rules. Mr Akinmoyo did not attend and was not represented. *[FOURTH RESPONDENT]* was represented by Andrew Blatt, solicitor of Murdochs Solicitors. Miss Cecile Bramble was represented by Peter Cadman, solicitor, of Russell Cooke and Partners Solicitors. Mr Jasper did not attend and was not represented. Mr Orji attended the hearing in person and was not represented.

Nothing had been heard from Mr Akinmoyo or Mr Jasper. The Applicant sought leave to proceed in their absence. The Tribunal was satisfied that they had been properly served and notified of the hearing date and ordered that the hearing take place in their absence.

The Tribunal had before it an opening note and eight files of documents produced by the Applicant in which were included seven Reports of the Investigation and Enforcement Compliance Directorate of the Law Society between May 2005 and October 2007, the first four of which related to inspections of the Solicitors firms Omezie & Co and Anthony & Roberts up to December 2005, two related to Woodland Solicitors in May 2006 and February 2007 and one related to Ravenstone Law Practice in October 2007. Exhibited to the third supplementary statement concerning the Third Respondent and his firm of Woodlands was a Caseworker's synopsis of transactions undertaken for lenders with an Adjudicator's Report which followed the Law Society intervention into Woodland on 5<sup>th</sup> April 2007.

The Tribunal heard oral evidence from Mr Omezie, Mr Iban, *[FOURTH RESPONDENT]*, Mr Orji, *[FIFTH RESPONDENT]* and Mr Annan, and also the Investigation Officers called by the Applicant, Messrs Whitmarsh, Sage, Howells, Norton and Ferrari.

Cases 9650-2007 and 9654-2007 had been consolidated.

The nature of the allegations against the various Respondents was such that the Tribunal felt it appropriate to deal with the discrete allegations against Mr Orji first and make its Order in respect of him on 3<sup>rd</sup> November 2008. The Tribunal then dealt with the allegations against *[FOURTH RESPONDENT]* making an Order against him on 4<sup>th</sup> November 2008. The Tribunal then proceeded to deal with the evidence and allegations against the remaining Respondents and made its Orders in respect of them on 10<sup>th</sup> November 2008.

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

The Tribunal Orders that the respondent, Anthony Nwabudike Omezie of 7 Cranleigh Gardens, South Croydon, Surrey, CR2 9LD, 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 £16,000.00

The Tribunal Orders that the respondent, Otu Ene Iban of Ravenstone Law Practice, Ground Floor, 10 Station Parade, London, SW12 9AZ, 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 £28,000.00

The Tribunal Orders that the respondent, Ayodele Olugbena Akinmoyo of 19 Broughton Avenue, Finchley Central, London, N3 3ES, 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 £18,000.00

The Tribunal Orders that the respondent, *[FOURTH RESPONDENT]* of Linbrook Solicitors of 2nd Floor, 59a Wanstead High Street, London, E11 2AE, solicitor, do pay a fine of £5,000.00, such penalty to be forfeit to Her Majesty the Queen, and it further Orders that he do pay the costs of and incidental to this application and enquiry fixed in the sum of £8,000.00

The Tribunal Orders that the respondent, Cecile Bramble of 36 Deynecourt Gardens, Wanstead, London, E11 2BU, solicitor, be suspended from practice as a solicitor for the period of twelve months to commence on the 10th day of November 2008 and it further Orders that she do pay the costs of and incidental to this application and enquiry fixed in the sum of £6,000.00

The Tribunal Orders that as from 10<sup>th</sup> day of November 2008, no solicitor, Registered European Lawyer or incorporated solicitor's practice shall, except in accordance with permission in writing granted by the Law Society for such period and subject to such conditions as the Society may think fit to specify in the permission, employ or remunerate in connection with the practice as a solicitor, Registered European Lawyer or member, director or shareowner of an incorporated solicitor's practice Harry Enny Jasper of 125 Draper House, 20 Elephant and Castle, London, SE1 6SY a person who is or was a clerk to a solicitor and the Tribunal further Order that he do pay the costs of and incidental to this application and enquiry fixed in the sum of £13,000.00.

The Tribunal Orders that the respondent, Nnamdi Orji of 92 Russell Rise, Luton, LU1 5EX, registered foreign lawyer, be Struck Off the Register of Foreign Lawyers and it further Orders that he do pay the costs of and incidental to this application and enquiry fixed in the sum of £2,000.00.

**The facts are set out in paragraphs 1 - 52 hereunder:-**

1. Mr Omezie was now aged 44 and had been admitted as a solicitor for ten years, but was not currently practising. Omezie & Co ceased trading on 8<sup>th</sup> May 2005. Anthony & Roberts ceased trading on 25<sup>th</sup> January 2006. At material times Mr Omezie had been a partner in both firms.
2. Mr Iban was now aged 46 and had been admitted for nine years. At material times he had been a partner, with Mr Omezie, in Omezie & Co and Anthony & Roberts, being an equity partner in Omezie & Co from December 2001 until May 2005 and a salaried

partner in Anthony & Roberts from August 2002 until January 2006. He then established another solicitors practice called Ravenstone Law Practice as successor firm to Anthony & Roberts. That practice was closed by Mr Iban on 15<sup>th</sup> March 2008. Supplementary allegations against him dated 11<sup>th</sup> September arose out of his practice at Ravenstone. He was not now practising.

3. On 11<sup>th</sup> June 2007 the Authority imposed conditions on Mr Iban's practising certificate that he may act as a solicitor only in an approved partnership or employment, the arrangements of which had first been approved by the Authority. It was also a condition that he did not accept instructions from lenders in connection with any property transaction, and was not responsible for taking client's instructions in relation to conveyancing transactions. These conditions were the subject of a Petition by Mr Iban to the Master of the Rolls in September 2007 but withdrawn in March 2008 with an order for costs against him in the sum of £7,825. This had not been paid.
4. Mr Akinmoyo was now aged 43 years and had been admitted since December 2001. He was a partner in Omezie & Co, with Mr Omezie and Mr Iban, until it ceased on 8<sup>th</sup> May 2005. He then established Woodland Solicitors as its successor practice until that firm was the subject of an intervention by the Authority in April 2007. He was now believed to be in Nigeria.
5. *[FOURTH RESPONDENT]* had been employed with Anthony & Roberts until that firm ceased on 25<sup>th</sup> January 2006. He was thereafter employed as a solicitor by Linbrook solicitors until 31<sup>st</sup> January 2008 and was believed not now to be practising.
6. On 9<sup>th</sup> July 2007 the Authority imposed conditions on his practising certificate which were identical to those imposed on Mr Iban's certificate. That decision was also the subject of a petition to the Master of the Rolls but withdrawn in April 2008 with an order for costs against him in the sum of £2108.53. This has not been paid.
7. *[FIFTH RESPONDENT]* had been employed at Anthony & Roberts from April 2001 until 2003, mainly dealing with immigration work and some conveyancing. She then became an employee of Omezie & Co doing conveyancing work until her resignation in July 2004.
8. Mr Jasper was employed and remunerated by Anthony & Roberts from 1998 when the first started until 30<sup>th</sup> June 2004 when he was asked to leave.
9. Mr Orji was a registered foreign lawyer (RFL) from 8<sup>th</sup> May 2006 and held out as a principal in practice with Mr Akinmoyo at Woodlands from 2<sup>nd</sup> March 2006.

Relationship between Omezie & Co, Anthony & Roberts and Woodlands

10. Mr Omezie, Mr Iban and Mr Akinmoyo were connected by virtue of their common relationship with each other and through them between the three firms. The relationship between Omezie & Co and Anthony & Roberts was accepted by the three partners, Mr Omezie, Mr Iban and Mr Akinmoyo admitting that the practices were "associated". The firms acted on different sides of conveyancing transactions. They said that they had taken advice from the Law Society Ethics and Guidance

Department to corroborate their view that they could so act. After the Law Society inspections that started in May 2004 Mr Omezie and Mr Iban, first as principal with them in Omezie & Co and then as partners in Anthony & Roberts, continued to work in the same broad manner with Mr Akinmoyo as principal of Woodland Solicitors, the successor practice of Omezie & Co established by Mr Akinmoyo after Omezie & Co ceased trading in May 2005.

11. Mr Jasper was an unadmitted practice manager and fee earner at Anthony & Roberts Solicitors. The partners had asked Mr Jasper to leave their employment in July 2004 when they learned about his late stamping of documents and late registration of properties.

#### Conveyancing work undertaken

12. The three practices undertook similar work acting for buyers, sellers and lenders of properties and acted for different parties in the same or related transactions.

The features of the conveyancing transactions identified by the Investigation Officers that were common to all three firms included:

- a. Back to back transactions;
  - b. Payments to third parties;
  - c. Unusual transactions;
  - d. Deposits paid direct and allowances;
  - e. Conflicts of interest;
  - f. Failure promptly to pay disbursements and complete transactions;
  - g. Failure to inform lender clients of material facts; and/or
  - h. Providing lender clients with misleading statements.
13. Each firm failed to pay stamp duty and land registry fees. Mr Omezie, Mr Iban and Mr Akinmoyo admitted this. Some matters were conducted by Mr Iban in person, and others by the firm's practice manager, Mr Jasper, who was supervised by Mr Omezie.
  14. In their Reports, the Law Society's Investigation Officers described how individuals in the two firms were able to work together or otherwise interact.

#### The Investigation Reports dated 31<sup>st</sup> May 2005 – Omezie & Co and Anthony & Roberts

15. The Law Society's Investigation Officer, Mr Whitmarsh being the IO began inspections of Omezie & Co and Anthony & Roberts on 21<sup>st</sup> May 2004.
16. The inspection resulted in three Reports all dated 31<sup>st</sup> May 2005, a Report into Omezie & Co (partners Mr Omezie, Mr Iban and Mr Akinmoyo), a Report into Anthony & Roberts (partners Mr Omezie and Mr Iban) and a Composite Report on both associated firms. The Composite Report noted that Mr Jasper of Anthony & Roberts and [FIFTH RESPONDENT] at Omezie & Co acted for buyers and sellers in some property transactions and other fee earners acted for Mr Jasper in his purchase of one property and sale of another. In general Omezie & Co had acted for the purchasers and sub-sellers and Anthony & Roberts had acted for the sub-purchasers

and lenders. The Composite Report set out areas of concern with regard to property and mortgage fraud, including back to back transactions, payments to third parties, unusual transactions, deposits paid direct, allowances and conflicts of interest. It set out a comprehensive statement of the roles of all relevant persons and entities, including the Respondents, the relevant Solicitors Practice Rules, Principles of Professional Conduct and the Council of Mortgage Lenders Handbook. At the inspections the partners confirmed to Mr Whitmarsh that they were familiar with the green warning card on property fraud produced by the Law Society.

17. An example of monies being paid direct was demonstrated in the purchase and sub-sale of the property 171 CW by *[FIFTH RESPONDENT]* who was employed at the time by Mr Omezie and Mr Iban. Mr Omezie was personally involved in this transaction as the sub-purchaser. Anthony & Roberts acted for *[FIFTH RESPONDENT]* in connection with both her purchase and the “back to back” sale of the property to Mr Omezie who as end-purchaser was assisted by a mortgage advance.

*[FIFTH RESPONDENT]* contracted to purchase the property for £555,000 without having arranged a mortgage but with an allowance from the vendor of £126,000 described as “an allowance on completion”. There was nothing to suggest that she had available the purchase price of £555,000, or that price less the allowance. The monies credited to her client ledger came from Mr Omezie. On her completion of the purchase of the property *[FIFTH RESPONDENT]* sub-sold it on the same day to Mr Omezie for £599,000. Mr Omezie had allegedly paid a deposit of £149,768 to *[FIFTH RESPONDENT]* directly, according to a letter dated 22<sup>nd</sup> October 2003 from Anthony & Roberts on behalf of *[FIFTH RESPONDENT]* to Mr Omezie’s solicitors BC who represented him in his purchase transaction. The participation of *[FIFTH RESPONDENT]* formed part of the allegation against her, whilst Mr Omezie’s role in the transactions formed the basis of the allegation 1(d) against him.

The matters of concern in relation to this transaction which gave rise to the allegations were:-

- That the only money changing hands was the sum of £449,250 mortgage advance obtained by Mr Omezie; out of which the sum of £429,000 was paid by *[FIFTH RESPONDENT]* to the original vendor;
- That the enhanced price of £599,000 to be paid by Mr Omezie to *[FIFTH RESPONDENT]* on the sub-purchase was not paid and was probably fixed to achieve the mortgage advance being 75% of £599,000;
- That contrary to the statement by Anthony & Roberts to Mr Omezie’s solicitors no deposit of £149,768 was in fact paid by Mr Omezie to *[FIFTH RESPONDENT]*;
- That no personal funds were in fact paid by *[FIFTH RESPONDENT]* (who had had the benefit of an undisclosed £126,000 allowance from the original vendor) or Mr Omezie for their respective purchase and sub-purchase;
- That the mortgage advance received by Mr Omezie was £20,000 greater than the net amount less allowance that *[FIFTH RESPONDENT]* had contracted to pay;

- The evidence pointed to the probability not only that Mr Omezie's lenders were not told of all the relevant circumstances of the transactions but that they had been misled about them.

18. Mr Omezie and Mr Iban presented a list of admissions which included admissions of the facts in paragraphs 11, 12 and 17 of the Omezie & Co Report, paragraphs 6 to 8, and 11 to 15 of the Anthony & Roberts Report and paragraphs 29 to 119 of the Composite Report. Mr Omezie also admitted the particulars of the transaction in which he was involved personally as sub-purchaser of the property known as 171 CW from *[FIFTH RESPONDENT]* as buyer/sub-seller set out in paragraphs 19 to 31 of the Anthony & Roberts Report.

#### Property Transactions

19. In the Composite Report the IO summarised the concerns and details of participants in relation to a number of conveyancing transactions. The following participants were identified:-

1. NP was a clerk employed by BC & Co. Solicitors
2. MM a.k.a. MMJ, was a client of both Anthony & Roberts Solicitors and Omezie & Co.
3. FS Limited - records from Experian showed this company had been incorporated on 21<sup>st</sup> August 2002 and had its Registered Office at 317 Horn Lane, Acton, London W3 0BU. The principal activity of the company was recorded as "Finance".
4. SA- Director and Company Secretary of FS Limited. In an interview with Mr Whitmarsh on 3<sup>rd</sup> December 2004 Mr Omezie stated that SA and Mr Jasper were friends from their university days in Bulgaria.
5. GRA - Director of FS Limited and wife of SA.
6. AB - Client of Omezie & Co in a letter provided by the firm AB said that he was a consultant for FS Limited and a friend of Mr Jasper and his family.
7. C Limited - records from Experian showed that C Limited was incorporated on 30<sup>th</sup> October 2002 and had its Registered Office at 1C Hillgate Place, Balham Hill, London, SW12 9ER. The records showed that the current directors at the time were Harry Jasper and JW. Anthony Omezie was recorded as a previous director of the company and the previous Registered Office address of the company was that of Anthony & Roberts Solicitors.

20. In the Composite Report the IO set out details of nine groups of transactions, in which the participants were variously involved.

21. The features of these transactions which caused concern were:-

- (a) In these cases the associated firms were generally acting, in breach of the Rules, for the buyer/sub-seller, the sub-purchaser, and the sub-purchaser's lender;
- (b) Thus Omezie & Co (*[FIFTH RESPONDENT]*) acted in many cases for the buyer and sub-seller and Anthony & Roberts (frequently Mr Jasper) acted for the sub-purchaser and lender;

- (c) Substantial enhancements of the price payable by the sub-purchaser over the original buyer's price were involved;
- (d) Buyers paying deposits direct, with their net obligations to the vendor being funded from the mortgage monies received by the sub-purchaser;
- (e) Substantial surplus funds being realised from the mortgage advances, the dealings with which were not adequately recorded, or mis-described in the client ledgers. In the books of Omezie & Co these were recorded variously as "redemption monies" or "refunds to client" when the true position was that they were completion monies or payments to Mr Jasper or his associates or other third parties;
- (f) No evidence was found by the IO that the lenders had been informed of the true circumstances of these transactions.

22. A typical example of these transactions was the Group 1 transactions in the Composite Report where:-

- (a) Omezie & Co (*[FIFTH RESPONDENT]*) acted for the purchaser of the property for £495,000 and for the purchaser as sub-seller of the property at the purported price of £580,000;
- (b) Anthony & Roberts (Mr Jasper) acted for the sub-buyers and their mortgagee. Completion monies of £580,000 were transferred from the Anthony & Roberts client account to Omezie & Co;
- (c) The sub-buyer's client account at Anthony & Roberts was credited with a receipt of £20,093 as well as the mortgage advance of £492, 970 with a sum of £92,205 described as "Cash You – on a/c" all totalling £605,268;
- (d) That account was debited, inter alia, with the completion monies paid to Omezie & Co and £23,000 in respect of Stamp Duty;
- (e) Following completion the client ledger account for Omezie & Co's client buyer/sub-seller recorded a debit entry of £92,205 together with the narrative "Cash You – refund". However the relevant bank account showed that the payment was made to C Limited, Mr Jasper's Company;
- (f) The partners stated that the sub-buyer/mortgagor had paid a deposit of £87,000 but this did not appear in the ledger accounts of either firm.

23. It appeared that the mortgagee was unaware that:-

- (a) The sub-vendor had not owned the property for six months;
- (b) The transaction was a sub-sale;

- (c) The primary sale price had been £495,000, and the mortgage advance whilst 85% of the sub-sale price was 100% of the primary sale price;
- (d) Associated firms were acting for all parties save the primary vendor;
- (e) The Omezie & Co client purchaser/sub-vendor paid £92,205 to Mr Jasper's company after completion;
- (f) The Anthony & Roberts' client end-buyer and mortgagor had not paid a 15% deposit of £87,000 in respect of their purchase at £580,000.

Fourth Investigation Officer's Report dated 9<sup>th</sup> December 2005: Anthony & Roberts

- 24. On 17<sup>th</sup> October 2005 (18 months after the earlier inspection) Mr Sage as IO commenced a second inspection of the books of account and other documents of Anthony & Roberts where Mr Omezie and Mr Iban practised in partnership. His Report dated 9<sup>th</sup> December 2005 was before the Tribunal.
- 25. The IO had further concerns about the firm's activities, namely irregularities in property transactions and failure to notify mortgagee clients of material facts, breach of an undertaking to a lender client, and misleading clients in connection with disbursements. The Report noted a large number of property transactions undertaken by the firm that bore many of the hallmarks of property and mortgage fraud in connection with the contemporaneous purchase and sub-sale of properties with an enhanced sub-sale price.
- 26. The fourth Report contained a schedule of nine transactions between July and September 2005 with Woodland Solicitors, the successor firm to Omezie & Co, where Mr Akinmoyo was now principal, acting for the buyer and sub-seller with Anthony & Roberts acting for the end-buyer and lenders, who were in each case lending 95% of the sub-sale price. It was noted that in each case, the buyer and sub-seller had the same address as the mortgage broker who introduced the clients to the firm and to the lenders, and that there was no evidence that the lenders were informed that the transaction was a sub-purchase.

RC Limited (RCL): [FOURTH RESPONDENT]

- 27. The IO's Report detailed eleven property transactions in which the firm acted for RC Limited where [FOURTH RESPONDENT] had conduct of them. In each case RC Limited was an intermediate buyer/seller in a "back to back" transaction where there was a price increase on the subsale. In all but one case the ultimate buyer was represented by D Solicitors and Woodland Solicitors acted in one transaction. [FOURTH RESPONDENT] was sole director of the seller company and found ultimate buyers from his African community and his church community. [FOURTH RESPONDENT] told the IO that his company usually bought four or five units in the same development, directly from the developer, and that he obtained significant discounts.
- 28. In all of the eleven matters, the purchase prices and selling prices shown in the contracts were the 'list' prices before any discounts or incentives. [FOURTH

*RESPONDENT*] acknowledged that the prices paid by his company were discounted. The IO calculated that RCL made a total profit of £394,000 in the eleven transactions which took place, between 6<sup>th</sup> May 2005 and 16<sup>th</sup> September 2005. *[FOURTH RESPONDENT]* told the IO that it was usual for a cheque to be sent by RCL to the ultimate buyer's solicitors before completion for the amount of the discount. The IO pointed out that this meant that the ultimate buyer's solicitors would have received a sum of money directly from the seller to enable them to send the full purchase price to the seller's solicitors, Anthony & Roberts Solicitors.

29. Mr Blatt for *[FOURTH RESPONDENT]* presented to the Tribunal a statement of facts agreed between *[FOURTH RESPONDENT]* and the Applicant in respect of these eleven transactions as follows:-

- (i) *[FOURTH RESPONDENT]* acted for RCL in connection with its purchase and contemporaneous sale of the eleven properties;
- (ii) Each transaction was a back to back transaction or sub-sale;
- (iii) *[FOURTH RESPONDENT]* worked as an assistant solicitor in the firm of A & R when conducting these transactions;
- (iv) He was the sole director of RCL at the time;
- (v) By buying four or five units in the same development he could obtain a discount;
- (vi) With one exception, when the end buyer was represented by Woodland, every end buyer was represented by Doves solicitors.
- (vii) The purchase and selling prices in the contracts and transfers were before any discount or incentive was applied;
- (viii) The discounted prices actually paid by *[FOURTH RESPONDENT]*'s clients were set out in the schedule column as "Price 1";
- (ix) Between 6<sup>th</sup> May and 16<sup>th</sup> September 2005, RCL made a profit of £394,000 on these 11 transactions;
- (x) To the best of *[FOURTH RESPONDENT]*'s knowledge the end-buyer of one of the properties was purchasing with the assistance of a building society mortgage.

30. Mr Purves on behalf of Mr Omezie and Mr Iban stated that he had no comment to make on the facts so agreed by *[FOURTH RESPONDENT]*.

Ravenstone Law Practice: Ravenstone Report 25<sup>th</sup> October 2007: Mr Iban

31. On 15<sup>th</sup> March 2007 an investigation began into the Ravenstone Law Practice which had been established in January 2006 by Mr Iban as the successor to the firm of Anthony & Roberts. The Report of Mr Sage as IO dated 25<sup>th</sup> October 2007 ("The



Ravenstone Report”) gave rise to the six further allegations set out in the first supplementary statement concerning Mr Iban set out at paragraph (7) above. The Report set out details of cash shortages on client bank accounts aggregating £416,423, irregularities in property transactions and failure to notify lenders of material facts. It was noted that most of the matters involved the sale of a property by way of assignment of a contract with an increase in the selling price being the assignment fee.

32. Attached to the Ravenstone Report was a schedule of thirteen property matters where the firm acted for the assignor in five of the transactions and in the others for the assignee and the lender. All the matters involved an assignment with effectively an increase in the stated purchase price and an assignment fee or “profit” which came out of the mortgage advances. Mr Iban confirmed that this was so and that the mortgage advances exceeded the prices received by the head seller. Where the firm acted for the end buyers the mortgage advance was based on the higher price and there was no evidence that the lenders had been notified of the assignment. The Ravenstone Report set out details of three transactions, the particulars of which were admitted by Mr Iban.

Mr Omezie: Alleged failure to comply with terms upon which monies were sent by BB plc

33. Mr Omezie acted for a client in connection with a remortgage of one property and the purchase of another. On 1<sup>st</sup> September 2005 the client ledger was credited with a mortgage advance from BB plc of £1,140,000. The mortgage offer letter from BB plc stated that the advance was to be used only for specified purposes namely, to assist with the repayment of the loan from NW and the purchase of another property.
34. The loan from NW was not repaid and the BB plc terms had not been complied with. No explanation had been offered to the recipient of the undertaking for the failure to comply.

Mr Jasper - Section 43 Order

35. An application was sought for an Order under Section 43 of the Solicitors Act 1974 in respect of Mr Jasper.
36. The conduct of Mr Jasper in a number of conveyancing transactions had been wholly inappropriate, breaching the Rules by which Solicitors are governed. He had moved between two apparently separate firms of solicitors and acted as a fee earner at each of them. He had on occasion thereby acted on both sides of a transaction. He had caused unusual payments to be made from client account, on occasion to members of his own family.

Mr Akinmoyo: Woodland Solicitors: Inspection Report 24<sup>th</sup> May 2006

37. On 21<sup>st</sup> February 2006, Mr Howells as IO commenced an inspection of the books of account and other documents of Woodland Solicitors where Mr Akinmoyo was sole principal. The IO’s Report dated 24<sup>th</sup> May 2006 was before the Tribunal.
38. The IO’s analysis of client matter files revealed the following:

- (a) A failure to report allowances to lender clients when acting for purchasers and lenders in conveyancing transactions. Details of two transactions were specified. In both transactions there were allowances made in favour of the purchasers which Mr Akinmoyo had not notified to the lenders.
  - (b) A failure to report to lender clients the existence of sub sales. There were five transactions in which Mr Akinmoyo had acted for the ultimate purchaser in “back to back” conveyancing transactions.
  - (c) Mr Akinmoyo had been the “middleman” in “back to back” transactions all of which bore the hallmarks of mortgage/property fraud. Mr Akinmoyo did not provide the Law Society with any written explanation about his participation in the transactions.
39. It had been the IO’s opinion that the features of all the transactions rendered them highly suspicious. There were common features such as the same buyers/sellers and solicitors. Mr Akinmoyo's former practice, Anthony & Roberts Solicitors, featured in virtually all of them.

Woodland Solicitors: Inspection Report dated 22<sup>nd</sup> February 2007

40. On 29<sup>th</sup> January 2007, Mr Norton as Senior IO commenced a further inspection of the books of account and other documents of Woodlands Solicitors where Mr Akinmoyo was principal but where he had at times practised in partnership with Mr Orji. His Report dated 22<sup>nd</sup> February 2007 was before the Tribunal.
41. The IO had been unable to inspect any accounting records apart from bank statements from late December 2006 to early January 2007. As at 5<sup>th</sup> January 2007 the client bank account balance stood at £179,301. Mr Akinmoyo was not able to tell the IO why he held that money. Mr Akinmoyo had made round sum withdrawals from client account.
42. The IO was unable to establish the firm’s total liability to clients and as a consequence could not establish whether there were sufficient funds available to meet liabilities to clients.
43. The IO considered that there was evidence that Mr Akinmoyo had improperly withdrawn £20,000 from client account on 5<sup>th</sup> January 2007, the date upon which his practising certificate was terminated.
44. That £20,000 had been credited to Mr Akinmoyo's office bank account. On 29<sup>th</sup> January 2007 Mr Akinmoyo told the IO that he remembered paying in this amount. He also said that he believed the money represented an accumulation of fees. The IO questioned this because it would have been unusual for accumulated fees to come to exactly £20,000. Mr Akinmoyo accepted this but maintained that he had totalled all the outstanding fees. The IO asked for a schedule so the position could be verified but was not given one. Mr Akinmoyo was understood later to have travelled to Nigeria and had been away for a period of four weeks.

45. The issue was raised again by the IO on 31<sup>st</sup> January 2007 when Mr Akinmoyo said that he thought it was unlikely that the transfer represented fees. He was asked for an explanation for the transfer of the money. Mr Akinmoyo acknowledged that a reason had to be provided but said to the IO that he did not wish to commit himself to an answer until he had carefully considered the papers. Mr Akinmoyo agreed to provide the IO with an explanation but no explanation had been forthcoming.
46. It also emerged during the IO's inspection that Mr Akinmoyo had transferred £100,000 from the ledger of one client and credited it to the ledger of another client. It was then debited to the second ledger as a payment out. Mr Akinmoyo did not provide documentation to show that the transfer or loan had been authorised.
47. A client account bank statement recorded withdrawals of sums totalling £142,075 at a time when Mr Akinmoyo did not hold a practising certificate, £122,075 of which was withdrawn by consecutive cheques over 5 days.
48. Mr Akinmoyo was issued with a practising certificate on 13<sup>th</sup> February 2007 but that had been suspended following an intervention into his practice in April 2007.
49. On 2<sup>nd</sup> March 2007 the Law Society wrote to Mr Akinmoyo to seek his explanation. Mr Akinmoyo's solicitors, Murdochs, had been in communication with the Law Society about the closure of his practice and the disposal of clients' files to others. Murdochs indicated that they had been unable to make any direct contact of substance with Mr Akinmoyo.

Nnamdi Orji: Woodland Solicitors

50. Mr Orji accepted that he had been described by Mr Akinmoyo as a partner at a time when he could not have been and that his status had not been correctly shown on Woodland Solicitors letterhead. Mr Orji had been registered as a foreign lawyer on 8<sup>th</sup> May 2006.
51. On 6<sup>th</sup> June 2006 Mr Akinmoyo wrote to the Society and stated that Mr Orji had been a partner of his firm since 2<sup>nd</sup> March 2006. The partnership was therefore unlawful during the period 2<sup>nd</sup> March to 8<sup>th</sup> May 2006. Mr Orji's name appeared on the notepaper of Woodland Solicitors without any statement of his actual status.

Allegation that Mr Omezie misled the Investigating Officer

52. In support of the allegation that Mr Omezie had misled an IO, which he denied, the first enquiry about a person named NP was in a letter addressed to the partners by the Authority to which the partners replied that they could not say that they knew NP. On the first occasion when Mr Omezie was first questioned by the IO he was asked again whether he knew NP. His reply that he did know a person named NP at BC was inconsistent with his first answer.

The Applicant's Submissions

53. Mr Omezie, Mr Iban, Mr Akinmoyo as the principals in the three firms disregarded the high standards of professional conduct required of solicitors. Mr Omezie was a

partner in two of the firms (Omezie & Co and Anthony & Roberts Solicitors) as was Mr Iban. Mr Iban was subsequently a partner in Ravenstone Law, the successor firm to Anthony & Roberts. Mr Akinmoyo was a partner in Omezie & Co and subsequently Woodland solicitors, the successor practice to Omezie & Co.

54. The first three Respondents disregarded the rules of professional conduct particularly Rule 1 SPR which was a benchmark for high ethical standards, the enforcement of which maintained the reputation of the solicitors' profession and protected the public. They fell down on their duties to their lender clients, breaching Rules both in letter and in spirit.
55. The fee earners in the firms, *[FIFTH RESPONDENT]*, *[FOURTH RESPONDENT]* and Mr Jasper, adopted the same attitude to their professional duties and their conduct fell well below what was expected of them.
56. Mr Akinmoyo had absented himself from the hearing. All of the allegations against him were serious. They included fraudulent property transactions, accounting irregularities, misappropriation and misuse of client money and a failure to deal with his regulator properly.
57. Many of the transactions placed before the Tribunal which were the subject of the IO's Reports were conducted by two associated firms purporting to act on opposite sides but where the principals had a common interest. Those practices continued with the successor firms of Woodland and Ravenstone. The Respondents were thus enabled to control the transactions, which to the outside world had the appearance of being conducted by separate firms but which in reality were being conducted by just a few connected individuals.
58. The breach of undertaking allegation against Mr Iban was particularly serious. It involved his former partner Mr Omezie as his client. It left the Law Society's Compensation Fund exposed to a claim and there was no evidence of any attempt to discharge the undertaking.
59. The explanation offered that there was a difference between "back to back" purchase and sale transactions and transactions which involved assignments of contracts to purchase with an assignment fee, was misconceived, and missed the point that in all such property transactions the true facts must not be concealed from the lenders. The number of such transactions, their repetitive nature and the establishment and participation of the firms in these circumstances was a clear pointer to there being deliberate conduct that was dishonest.
60. The inspections of Omezie & Co and Anthony & Roberts Solicitors had put the principals on the clearest notice that conveyancing transactions in which properties were conveyed "back to back" or by assignment of contracts or by way of sub sales where the ultimate buyer's lender had not been informed of the true position was improper because of the risk of mortgage fraud.
61. Property and mortgage fraud was a major issue for regulators and the public. Solicitors were and had long been 'gatekeepers'. Such fraud rarely worked without a solicitor's willing participation. Vigilance, attention to detail, integrity and a

scrupulous adherence to the rules of conduct were required on the part of a solicitor having conduct of conveyancing matters.

Mr Akinmoyo's non-attendance

62. By an e-mail dated 20<sup>th</sup> November 2007 Mr Akinmoyo gave his address to the Applicant and the Applicant served him with the third supplementary statement on 10<sup>th</sup> December 2007 together with a Civil Evidence Acts Notice. No response had been received. He was then served with additional documents and a Civil Evidence Acts Notice in relation to the allegations in the Rule 4 statement dated 4<sup>th</sup> February 2007. Again, no response had been received.
63. The second supplementary statement had been handed personally to Mr Akinmoyo at the Tribunal on 22<sup>nd</sup> November 2007. The third supplementary statement was sent to his address by the Applicant as had the documents and Civil Evidence Act Notices.

Mr Jasper's non-attendance

64. Mr Jasper was personally served by a process server on 16<sup>th</sup> April 2007 at an address to which he had been traced. Notice of the hearing date was served by the Tribunal at that address and by the Applicant, again with Civil Evidence Act Notices, on 30<sup>th</sup> September 2008, to which no response had been received.
65. The allegations against each of the Respondents were comprehensively supported by the seven Inspection Reports and also in the case of Mr Akinmoyo, the Caseworker's synopsis following an investigation into complaints made by solicitors acting for lenders as set out in the documents attached to the third supplementary statement concerning Woodland.
66. The first three Respondents as partners in Omezie & Co and Anthony & Roberts Solicitors had confirmed their familiarity with the green warning card on property fraud to the IO. The IO's three Reports dated 31<sup>st</sup> May 2005 following the inspections of Omezie & Co and Anthony & Roberts Solicitors were followed by a further Report dated 9<sup>th</sup> December 2005 based on a later inspection of Anthony & Roberts in October 2005, where similar conveyancing irregularities were identified and transactions had been undertaken with Woodland Solicitors which had been set up by Mr Akinmoyo.
67. Mr Omezie, Mr Iban and Mr Akinmoyo had been put on notice from the first inspection that the type of conveyancing transactions they undertook were improper. Thus they knew when they continued to deal with similar transactions in the same way and with a flagrant disregard for the position of the lender clients, that their conduct was improper. There had been a failure to supervise [FIFTH RESPONDENT] and Mr Jasper who had been given free rein.
68. The inspection of Ravenstone, as the firm set up by Mr Iban following the departure of Mr Omezie, as the successor firm of Anthony & Roberts, revealed conveyancing transactions similar to those previously complained of. That inspection started in March 2007, three years after the first inspections of Anthony & Roberts Solicitors

and Omezie & Co when the first three Respondents had been put on notice of the IO's concerns.

69. All of the transactions involved a failure to give full information to the lender client as was required. There was an increasing level of knowledge of improprieties as time passed with each inspection but the failures were repeated and were serious. That was the basis of the dishonesty or recklessness allegation made by the Applicant.
70. A further inspection was started in February 2006 into Woodlands Solicitors nearly two years after the Omezie & Co inspection in May 2004 where it was established that the conduct complained of in each firm of which Mr Akinmoyo was principal was largely unchanged.
71. The further Report into Woodland dated 22<sup>nd</sup> February 2007 revealed financial irregularities, the most serious of which was the misuse of client money by Mr Akinmoyo for which no explanation was provided by him.
72. In summary the subject matter of the conveyancing allegations was repetitive and serious. The Respondents had acquired an increasing degree of knowledge about such matters over the period from May 2004, when first inspected, to April 2007 and were clearly on notice of the Rule requirements and the breaches being committed. Over a period of three years, they had failed to act on that knowledge and failed to cease the improper conduct of which they had been put on notice.

#### Mr Omezie's Evidence

73. Through Mr Purves, Mr Omezie presented admissions of the following facts:-
  - (i) Paragraphs 11, 12 and 17 of the Omezie & Co Report of 31<sup>st</sup> May 2005;
  - (ii) Paragraphs 6-8, 11-15, and 19-31 concerning the particulars of the transaction contained in the Anthony & Roberts Report of 31<sup>st</sup> May 2005;
  - (iii) Particulars of the transactions described in paragraphs 18-119 of the Composite Report of 31<sup>st</sup> May 2005;
  - (iv) Particulars of the transactions described in paragraphs 9-17 and 27-34 of the fourth Inspection Report dated 9<sup>th</sup> December 2005 concerning Anthony & Roberts, though allegation 1(g) was denied;
  - (v) He admitted paragraphs 35 to 38 of the said fourth Report concerning misleading clients about disbursements;
  - (vi) He admitted that it was his overall obligation to supervise Mr Jasper, [*FIFTH RESPONDENT*] and [*FOURTH RESPONDENT*];
  - (vii) He admitted it was his obligation as a partner to supervise and authorise payments from the client account and to ensure that the books of account were properly written up;

- (viii) He admitted there were breaches of Rule 6(3) in that lenders were not notified of connections between Omezie & Co and Anthony & Roberts and admitted that he failed to check in supervision that Caseworkers did so notify lenders where appropriate to do so;
- (ix) He denied all allegations of dishonesty and/or recklessness.
74. Mr Omezie specialised in housing law. He normally allocated conveyancing cases to caseworkers in the firm. He believed he had sufficient knowledge of conveyancing, to conduct a simple conveyancing transaction.
75. Anthony & Roberts Solicitors was a two partner firm which mainly conducted Legal Aid Franchise matters. Omezie & Co was opened without conveyancing matters in mind, with the intention of running a firm with a Legal Aid Franchise and to benefit from a similar income that such a franchise generated at Anthony & Roberts Solicitors.
76. Of the files that were inspected by the IO, Mr Omezie had conduct of only one. That was the case of HI. He could not begin to understand the allegation of failure to comply with the terms upon which monies were sent to him by Barclays Bank as he had kept his lender client informed and had obtained their written agreement to vary the terms of the agreement.

#### 171 CW Property

77. In respect of the property, 171 CW, Mr Omezie had instructed another firm of solicitors to act for him. He had no direct dealings with the sale from *[FIFTH RESPONDENT]* to himself. Mr Jasper had conduct of the matter at Anthony & Roberts. Mr Omezie obtained a mortgage with MB via a broker who was given all the facts surrounding his purchase including the price. *[FIFTH RESPONDENT]* had reserved the property in her name 'off plan' and exchanged contracts with a view to raising a mortgage to complete. She had been unable to arrange finance and was at risk of being sued for breach of contract. The only suitable avenue available to her was to sell the property on. Mr Omezie offered to buy it. Mr Omezie agreed with *[FIFTH RESPONDENT]* that he would buy at the market price at that time. Monies owed by *[FIFTH RESPONDENT]* to Mr Omezie were set off. A schedule of the calculation and the sums owing were given to the IO at the time of his visit.
78. *[FIFTH RESPONDENT]* said that she had wanted to sell the property at the current market price. A valuation was obtained and the lender was advised of the valuation. Mr Omezie's broker took care of the finances. The broker had also been advised of the issues and the fact that *[FIFTH RESPONDENT]* had had notice to complete served on her. Mr Omezie explained that he had to instruct another firm of solicitors, BC, as he could not act for himself. Mr Omezie said that he was aware that a substantial discount had been offered to *[FIFTH RESPONDENT]* but he had not been told of the exact amount. Mr Omezie bought the property on a "buy to let" basis via a commercial mortgage which had been arranged by his broker. He did not tell BC that he was buying the property from *[FIFTH RESPONDENT]* as they would have seen that on the papers. He had also not formally told BC Solicitors that *[FIFTH RESPONDENT]* was an employee of his.

79. Mr Omezie explained that he had made regular loan payments to *[FIFTH RESPONDENT]* and that was why he had released those loans in lieu of paying the deposit directly to her in respect of the purchase of 171 CW. He referred to the Witness Statement of Mr Annan dated 28<sup>th</sup> October 2008 which had attached to it a schedule of monies he had paid to *[FIFTH RESPONDENT]* between 5<sup>th</sup> August 2002 and 31<sup>st</sup> October 2003 and gave a total figure for the payments of £150,450. Mr Omezie relied on Mr Annan's Witness Statement that these payments were made by Mr Omezie to *[FIFTH RESPONDENT]* and Mr Annan was aware of them. Mr Omezie maintained that the schedule had been shown to the IO at the time that he visited the firm but the IO had failed to record it in his notes.
80. At this stage the Applicant objected to the statement of Mr Annan which had been so recently produced and the IO, Mr Whitmarsh had not seen of it or been asked about it when giving evidence. He sought leave, which was granted to recall, Mr Whitmarsh.

Mr Whitmarsh recalled

81. Mr Whitmarsh was asked whether Mr Omezie had given him a schedule of payments made to *[FIFTH RESPONDENT]* in relation to the purchase of 171 CW. He said he had not seen that schedule before and denied that Mr Omezie gave this explanation of the deposit to *[FIFTH RESPONDENT]* at the interview on 3<sup>rd</sup> September 2004.

Mr Omezie recalled

82. Mr Omezie said he had asked Mr Annan to prepare the schedule in 2004 and he gave it to Mr Whitmarsh in the course of the interview in September 2004.

Mr Annan called

83. Mr Francis Annan was called by Mr Purves and confirmed the statement signed by him on 28<sup>th</sup> October 2008. The statement attached a letter he had written dated 19<sup>th</sup> July 2005 which confirmed that he was involved in the accounts of Omezie & Co and Anthony & Roberts and that his employee worked as a bookkeeping Clerk on the accounts of both firms. The letter stated that there were occasions when inaccurate narratives were recorded in the records with reference to the receipts or destination of funds. These were innocent mistakes by the bookkeeper and not done deliberately.
84. His statement also said he was aware from the inquiries of the Authority at the time in 2004 that there was a question over a deposit paid by Mr Omezie in respect of 171 CW property purchased from *[FIFTH RESPONDENT]*. The statement said that Mr Omezie advanced various monies over a period of time which were recorded in various payments out of office account. Mr Annan had extracted from the accounting records a list of those payments when the Authority's inquiry was being made by Mr Whitmarsh. Mr Annan said his records showed that he made the attached schedule on 29<sup>th</sup> September 2004 when requested by Mr Omezie so that he could give it to Mr Whitmarsh. Mr Annan had made the schedule from records in his possession at the time. The original cheque stubs were now with HMRC and were given to them during an inquiry into Mr Omezie's tax affairs.



85. In answer to questions about this schedule from Mr Barton, Mr Cadman and the Tribunal, Mr Annan stated the following:-
- (a) He agreed that the schedule cannot have been produced until after 31<sup>st</sup> October 2003 which was the last payment recorded. It was noted that on 22<sup>nd</sup> October 2003 Anthony & Roberts had told Mr Omezie's solicitors that "your client has paid to our client the sum of £149,768 as a deposit in this transaction";
  - (b) He was asked to compile the schedule by Mr Omezie but no supporting documents were now available;
  - (c) He had been asked to produce the schedule up to a total which came to £150,450;
  - (d) He did not know whether the payments listed in the "schedule of monies" paid to *[FIFTH RESPONDENT]* were in fact loans;
  - (e) He knew nothing about "171 CW" though it was the heading of the schedule;
  - (f) The schedule was not made at the time of completion of the transaction in 2003 but, as set out in Mr Annan's statement, was made on 29<sup>th</sup> September 2004 at Mr Omezie's request.
86. Asked why he would agree to pay *[FIFTH RESPONDENT]* £599,000 for a property for which she was paying net £424,000 which was money for which she had no mortgage advance and would have been unable to complete, Mr Omezie said that he had made a commercial decision to pay £49,000 more than the original purchase price of £550,000 because he liked the property. He had been aware that the property had originally been on the market at £800,000.
87. He instructed BC Solicitors to act for him, and was aware that they would act for the lenders, in order to put distance between himself and the transaction and Anthony & Roberts who were acting for *[FIFTH RESPONDENT]*.
88. Mr Omezie said that he had not paid the deposit of £149,768 through the firm's client account but had given value for the deposit direct to *[FIFTH RESPONDENT]* by the release of loans to her and so when Anthony & Roberts informed BC Solicitors that he had paid a deposit to *[FIFTH RESPONDENT]* he accepted that that was not strictly true. The only money that was paid by anyone was the mortgage money paid by the lender.
89. Under cross-examination from Mr Cadman on behalf of *[FIFTH RESPONDENT]*, Mr Omezie provided the following statements:-
- (a) He had no cheques, bank statements or other documents that could help support the information in the schedule of monies attached to Mr Annan's statement in connection with 171 CW. He had returned all investigation records;

- (b) He had not produced the schedule of monies paid. He had asked Mr Annan to produce it in respect of monies paid to *[FIFTH RESPONDENT]* over a period and Mr Annan worked on a computer in his possession in Mr Omezie's office.
  - (c) He agreed that he had kept no records of such loan payments, there were no receipts, and there was no record of any such loans in interviews with the IO's or in letters produced between his solicitors and the Authority. He had not bought it up with his solicitors who had acted for him at different times in the inquiry.
  - (d) He denied that the suggestion that he had made loans of £150,000 to *[FIFTH RESPONDENT]* was a fabrication created by him.
90. *[FIFTH RESPONDENT]* worked at Anthony & Roberts Solicitors and when Mr Omezie started Omezie & Co he asked her to join him at his new firm in January 2002. He knew that she had had experience in immigration and conveyancing matters and possibly some experience in family work. He then recruited Harry Jasper who had joined Anthony & Roberts Solicitors in 1998. He knew that Mr Jasper had contacts within the Nigerian community and he sounded the right sort of person to act as a practice manager. Mr Jasper had also undertaken some case work as a paralegal and outdoor clerking. Mr Jasper generated a great deal of conveyancing and immigration work, but he would not let anyone else deal with work that he introduced. Mr Omezie said that he passed on his knowledge about conveyancing work to Mr Jasper and that he was generally aware of what he was doing, and carried out reviews on Mr Jasper's files in accordance with the office manual. Mr Omezie was primarily responsible for the supervision of Mr Jasper's and *[FIFTH RESPONDENT]*.
91. With regard to those cases where Omezie & Co were acting on one side and Anthony & Roberts Solicitors on the other, and where no notification had been given to the lender of that and there had been no compliance with Rule 6, Mr Omezie said that the status of a lender as a client had not been fully appreciated until after the IO had attended the firm in May 2004.
92. Payments from bank account were authorised at Anthony & Roberts Solicitors by Mr Omezie and Mr Iban and at Omezie & Co they were authorised by any one of the three partners.
93. C Limited was a company formed by Mr Jasper who had talked about doing something other than working in the law, including buying properties from auctions. On 30<sup>th</sup> October 2002 Mr Omezie had been appointed as a director of C Limited but on 13<sup>th</sup> December 2003 he resigned his position. The registered office of the company was that of Anthony & Roberts Solicitors. Mr Omezie said that Mr Jasper had genuinely wanted the business to trade but it had never actually done so. C Limited had no assets. Mr Omezie was never paid anything for his role with the company.
94. *[FOURTH RESPONDENT]* had joined Omezie & Co as a trainee. RCL was *[FOURTH RESPONDENT]*'s company and was formed after *[FOURTH RESPONDENT]* had approached Mr Omezie and explained that he wanted to deal in property and to incorporate a company. Mr Omezie said that he agreed to incorporate

the company and become a director as he had been assured by *[FOURTH RESPONDENT]* that he could resign the next day.

95. Mr Omezie was asked about the entries in the Omezie & Co books which falsely recorded “Cash You - refund”, “refund to client” and “redemption monies” rather than the true position concerning the recipients. Mr Omezie explained that the bookkeeper had been responsible for those entry errors.
96. Mr Omezie said that had he seen or been aware of payments being made to C Limited he would have spoken to Mr Jasper but he never saw such payments. In relation to whether or not he knew NP, he explained that he thought it might be the NP that worked at BC Solicitors whom he had instructed in respect of his purchase of 171 C W. As there was a substantial amount of money going through the client account he had not been concerned necessarily with the name on the accounts but was trying to ensure that the accounts themselves were reconciled.
97. If he had been told that a caseworker at Omezie & Co had authorised a payment to a third party he would have asked what authority had been provided by the client for the funds to be forwarded to a third party. Had *[FIFTH RESPONDENT]* or Mr Jasper made such a request he would have trusted them and accepted that the payment being made to the third party was correct.
98. With regard to the allegation that Mr Jasper had gone from firm to firm and had acted for Omezie & Co whilst still being employed by Anthony & Roberts Solicitors, Mr Omezie explained that Mr Jasper was generating work for both firms and that he had been given a degree of liberty to do as he wished.
99. Mr Omezie said that the difference between a “back to back” transaction and an assignment was that in a back to back transaction there were two transfer documents: in an assignment there would only be one transfer document, regardless of the number of contracts.
100. When asked about the involvement by Francis Annan and the bookkeeper, and whether he had seen an entry such “Cash You” he would have thought that was a credit into the firm’s accounts. He said that at Anthony & Roberts Solicitors it was his responsibility to check the accounts whereas at Omezie & Co it was the responsibility of the other partners.

Cross-examination of Mr Omezie by Mr Barton

101. Mr Omezie was asked whether he had a clear understanding of what mortgage fraud was. His response was that such frauds arose where a purchaser deliberately lied to a lender as a way of gaining benefit for himself, particularly a financial benefit. When asked whether that meant the borrower would receive more than the lender would otherwise lend he said “no”. He agreed the purpose would be financial gain but did not know what the gain might be. On further questioning, however, he accepted that where the borrower obtained more from the lender on the basis of incorrect facts that did amount to an advantage to the borrower.

102. With regard to his purchase of 171 CW from *[FIFTH RESPONDENT]* he had not told his solicitor that *[FIFTH RESPONDENT]* was only paying £424,000. He agreed that he had fixed the price of £599,000 to *[FIFTH RESPONDENT]* to generate a loan of 75% to equate with the amount to be paid to the original vendor.
103. With regard to the payments listed in the Annan schedule, these were loans to *[FIFTH RESPONDENT]*, not gifts, but he had not expected her to repay them. He had said to her that they could agree the amount and use that as a deposit.
104. Mr Omezie agreed that for the two firms Omezie & Co and Anthony & Roberts to act for buyer/sub-seller/sub-purchaser and lender was a breach of Rule 6(2) and that he was wrong. He denied that Omezie & Co was established for this purpose. Asked whether he did not have in mind his duty to the lender, he agreed he was wrong, and that the conduct was hopeless.
105. Referred to the five purchase and sub-sale transactions listed in paragraph 32 of the Composite Report which produced substantial surpluses which went inter alia to Mr Jasper and NP, he agreed that the lender had not been told about such surpluses, and that he had fallen short of his responsibilities.
106. He confirmed that he did not dispute the facts in the Inspection Reports.

Evidence of Mr Iban

107. Mr Iban submitted a list of admissions to the Tribunal. He admitted:-
- (i) The facts set out in paragraphs 11; 12 and 17 of the Omezie & Co Report of 31<sup>st</sup> May 2005;
  - (ii) The facts set out in paragraphs 6-8, and 11-15 of the Anthony & Roberts Report of 31<sup>st</sup> May 2005;
  - (iii) Particulars of the transactions described in the Composite Report of 31<sup>st</sup> May 2005 in paragraphs 18-119;
  - (iv) The particulars of the transaction described in paragraphs 9-17 of the fourth Report dated 19<sup>th</sup> December 2005 concerning Anthony & Roberts, and admitted paragraphs 35-38 concerning misleading of clients re disbursements;
  - (v) That he supervised *[FIFTH RESPONDENT]*, and others if Mr Omezie was absent;
  - (vi) That it was this obligation as a partner to supervise and authorise payments from the client accounts and to ensure that the books of account of Anthony & Roberts and Omezie & Co were properly written up;
  - (vii) That there were breaches of Rule 6(3) in that lenders were not notified of connections between Omezie & Co and Anthony & Roberts, and that he failed to check when supervising that case workers did so notify the lenders where appropriate to do so;

- (viii) The breaches of the Accounts Rules set out in the Report into Ravenstone dated 25<sup>th</sup> October 2007 and also admitted the particulars of the transactions in that Report but denied breaches of the CML Handbook and denied paragraph 34 of that Report and allegation 3(b);
  - (ix) He denied all allegations of recklessness or dishonesty.
108. The letter to the Authority dated 29<sup>th</sup> January 2009 also set out Mr Iban's understanding of the conveyancing transactions highlighted in the FIO's Reports. Mr Iban had not considered that assignments should be reported to the lender client because the lease was granted directly by the builder/developer to the purchaser/borrower clients. They were receiving a new lease in consideration of paying the completion monies to the developer.
109. With regard to allegation 3.6 in the first supplementary statement Mr Iban had acted for Mr Omezie in the regard to the latter's purchase of the property at 8 M Avenue at auction. Mr Omezie needed short term funds and made an arrangement with Mr AY who traded under the name CE. Mr AY agreed to provide those funds repayable in 14 days whether the purchase went ahead or not. He required the firm to provide an undertaking in terms dictated by him. The monies were supposed to be advanced immediately against the letter but were not in fact provided as agreed. One tranche of £20,000 was remitted on 27<sup>th</sup> February and a second one in the sum on 3<sup>rd</sup> March. The redemption in two weeks was calculated from the date that the total advance was completed, that was two weeks starting from 3<sup>rd</sup> March 2008. When CE wrote to Mr Iban on 6<sup>th</sup> March, Mr AY was not actually entitled to repayment in accordance with the agreement. Mr Iban understood that Mr Omezie spoke to Mr AY about this at that time because Mr Iban referred the letter to him and he told Mr Iban that he had dealt with the matter. A letter dated 6<sup>th</sup> March referred to a telephone conversation, but the telephone conversation was not with Mr Iban and he presumed that it was with Mr Omezie. Mr Iban thought no more about the matter at the time and was certainly not expecting Mr Omezie to default, otherwise Mr Iban would never had given the undertaking nor would he have left matters to Mr Omezie to take them up with Mr AY. Mr Iban had not believed that the 6<sup>th</sup> March letter was wrong and Mr Omezie had said that he had dealt with the matter directly with Mr AY.
110. Mr Iban was advised by Mr Omezie that he had made an agreement with Mr AY regarding his extant advance as a result of which some £17,000 had been repaid. Mr Iban presumed in those circumstances that there was no further call on the undertaking. Mr Iban thought he was entitled to do so. He was advised by Mr Omezie that his arrangements with Mr AY had been confirmed in writing and in consequence Mr Iban did not believe that he had failed to honour the undertaking in accordance with the actual terms on which he gave it or that, as a matter of law, he had any legal liability to Mr AY because of the arrangement Mr AY had made with Mr Omezie.
111. Asked whether he knew about Rule 6 he said his understanding was that you had to have different firms of solicitors acting, and that a solicitor could not act for buyer and seller in the same transaction.

112. Omezie & Co was started in 2002 with a view to obtaining a legal aid franchise. Mr Iban became an equity partner in Omezie & Co, and a salaried partner in Anthony & Roberts, where he was present on a daily basis, and was responsible for supervision when Mr Omezie was not present.
113. Mr Iban said that payments out of bank accounts at Omezie & Co could be approved by any one of the three partners, and any one of the two partners at Anthony & Roberts. Asked what he knew about payments out recorded on ledger cards as “Cash You – refund” Mr Iban said these came to light during Mr Whitmarsh’s inspection. Mr Iban had looked at the ledger cards and saw a series of errors. Monies would come in from the lender and the bookkeeper would call payments out “redemption monies” which was not the case.
114. Mr Iban confirmed he admitted the facts concerning the property transactions in the Inspection Reports. He was asked to explain how the ledger entries “Cash You”, “C Limited” and “redemption monies” escaped his attention. He explained that the only check he made was to see if there were negative balances. He would not look at the bank statements.
115. Mr Iban was referred to the Inspection Report into his firm Ravenstone dated 25<sup>th</sup> October 2007. He agreed in relation to the thirteen transactions listed in Appendix B to the Report, which related to sub-sales made by way of assignment of contract, that the mortgage advances to the end borrower all exceeded the prices paid to the head seller and that the assignment fee was paid out of the mortgage monies. Ravenstone in five of the transactions acted for the assignor with Woodland acting for the end-buyer and lender in four cases and in the other eight transactions Ravenstone were acting for the end-buyer/lender with Woodland acting for the assignor in the other eight.
116. Mr Iban was asked whether he was aware of the green card warning in relation to these transactions. He said it was important to warn the lender of the effects on mortgage value. Asked whether fees, “gifted deposit”, or prices paid being less than the mortgage advance should not have been reported to lenders, Mr Iban did not agree.

Mr Iban cross-examined by Mr Barton

117. Mr Iban was referred to the Law Society guidance on mortgage fraud which states that solicitors must not withhold information to a lender client such as price reductions and other allowances which could affect the lenders’ decision to advance. He confirmed he was familiar with the warning. He was asked whether he understood what mortgage fraud was. He replied that it was all there in that wording. He was asked whether it involved borrowing more than one was entitled to. He said he did not follow the question.
118. Mr Iban was referred to the Composite Report which set out the transactions between buyers, sellers and lenders where the associated firms of Omezie & Co and Anthony & Roberts were acting for all parties, and asked whether he thought the arrangements were improper. He replied that they were improper in the light of Rule 6, given the association between the firms.

119. He was referred to the back to back sales set out in the Report which involved increases in price and the creation of surpluses, and the cases where when acting for purchasers and lenders there was no evidence that lenders were informed. Mr Iban said he accepted that. It was then put to him that those transactions produced surpluses from the mortgage money. His response was to ask how. He was asked if he was concerned that surpluses of £259,000 had been generated and paid to third parties. He said that he knew now that lenders should know, but it was not unlawful for the middle man to make a profit. He was asked whether these transactions were lawful. He replied that they were not if the mortgagee was not informed.
120. Mr Iban was then referred to the letter dated 21<sup>st</sup> October 2005 written to the Authority by his then solicitors, Murdochs, which said that having sought legal advice the partners were prepared to accept that the intermediate buyer in a back to back was a “seller” for all intents and purposes. He was asked whether, if the process of assignment gave rise to a price misrepresentation about a change in price on which the lender was lending whether that created an obligation to report. Mr Iban said no, it did not. In subsequent answers Mr Iban said that if a lender client was offering a mortgage the lender would have carried out a valuation. He saw nothing wrong in anyone making money.

Evidence of Mr Adebayo Ogunbode

121. The allegations against *[FOURTH RESPONDENT]* related to the conveyancing transactions he conducted on behalf of RCL. The facts agreed about these transactions between *[FOURTH RESPONDENT]* and the Applicant are set out in paragraph 29 above.
122. *[FOURTH RESPONDENT]* sought to explain that the transactions referred to were assignments of contracts and consequently there was no need to report to the lender the uplift in price between that being paid by the first buyer one and that being paid by the ultimate buyer. The uplift in the price and profit of £394,000 made in these transactions resulted in part from there having been a generous discount given to *[FOURTH RESPONDENT]* by the original developer of the property in recognition of his buying properties in bulk.
123. *[FOURTH RESPONDENT]* was referred to the interview with Mr Sage on 16<sup>th</sup> November 2005 attended by Mr Omezie, Mr Iban, Mr Ferrari and himself. The notes of that interview were at Tab 11 of File 1.
124. The notes of that interview recorded *[FOURTH RESPONDENT]* being asked about discounts and allowances, and how they had been paid. *[FOURTH RESPONDENT]* had then said that discounts went to the end buyer’s solicitors by payments from RCL before completion. Mr Sage at the interview commented that this indicated that RCL was paying the end buyer’s solicitors money to enable the end buyer to purchase the property, and that the issue was whether the real price being paid had been misrepresented. *[FOURTH RESPONDENT]* in the interview stated that the transactions were not documented as they should be.
125. *[FOURTH RESPONDENT]* was asked whether he had made admissions in the interview on 16<sup>th</sup> November 2005. *[FOURTH RESPONDENT]* denied such

admissions, saying that no discounts had gone to end buyers other than the benefit of the bulk 5% discount he would have obtained from the vendor.

126. In the course of questioning on 4<sup>th</sup> November [*FOURTH RESPONDENT*] asked and was granted leave to withdraw from questioning because he was not well enough to proceed. He took no further part in the proceedings.

The evidence of Mr Orji

127. Mr Orji produced to the Tribunal a Witness Statement signed 30<sup>th</sup> October 2008. Ms AA introduced Mr Orji to Mr Akinmoyo, then the principal of Woodland Solicitors. Mr Akinmoyo was looking for a partner to join his practice. On or around 2<sup>nd</sup> March 2006 Mr Orji met with Mr Akinmoyo at LA's offices. He discussed going into partnership with Mr Akinmoyo and joining his practice. Mr Orji agreed with Mr Akinmoyo said that he would become a partner of Woodland Solicitors only when his registration as a Registered Foreign Lawyer had been completed. Mr Akinmoyo agreed to be responsible for the application fee and to be responsible for submitting his application to renew his RFL registration. The application was signed and dated at the meeting.
128. Mr Akinmoyo had taken the application form away indicating that he would complete the applicable sections of the form. He then completed the remainder of the application form and submitted it to the Law Society on or around 20<sup>th</sup> March 2006.
129. On 22<sup>nd</sup> June 2006 Mr Orji received a letter from the Law Society querying the application for renewal of registration as a RFL, particularly as Mr Akinmoyo had stated that Mr Orji had become partner of Woodland Solicitors on 2<sup>nd</sup> March 2006, a date when he was not an RFL.
130. It was only after all of these enquiries had been made and further information provided that Mr Orji was granted RFL status with effect from 8<sup>th</sup> May 2006. Mr Orji's wife dealt on his behalf with the Law Society's queries dated 25<sup>th</sup> May 2006, she confirmed that his application had been processed and this his date of registration as a RFL was 8<sup>th</sup> May 2006. Both Mr Akinmoyo and Mr Orji had agreed that he could not be a partner until his registration as a RFL had been completed and Mr Orji did no work at Woodland Solicitors during the period before his registration as an RFL.
131. Mr Akinmoyo had stated that Mr Orji was a partner from 2<sup>nd</sup> March 2006 but he did so without Mr Orji's knowledge, agreement or consent.
132. Mr Orji explained that it soon became clear that he could not trust Mr Akinmoyo and that he could not have a good business relationship with him, he was not someone with whom he wanted to be in partnership. Mr Akinmoyo's claim that Mr Orji had been a partner with effect from 2<sup>nd</sup> March 2006 supported Mr Orji's view that he could not trust him. Mr Orji was not at any time remunerated for being a partner of Woodland Solicitors. He terminated their partnership on 12<sup>th</sup> December 2006.
133. Mr Orji was aware that only solicitors, RFL's and Registered European Lawyers were permitted to be partners in a law firm. A foreign lawyer who was not registered with the Law Society could work in a law firm but could not be a partner. Mr Orji fully



understood that he could not be a partner of Woodland Solicitors until 8<sup>th</sup> May 2006 when his RFL status was granted.

134. Mr Orji explained that SRA records were inconsistent as they stated that he was a partner of Woodland Solicitors when he was not a RFL. For reasons which were unclear to both him and the SRA, their records stated that he was a partner of Woodland Solicitors from 2<sup>nd</sup> March 2006.
135. Mr Orji's name had appeared on the firm's letterhead without any statement of his actual status. Mr Orji explained that where Mr Akinmoyo had used his name on the headed paper, he had done so without Mr Orji's knowledge, agreement or consent.
136. Mr Orji denied that he had entered into a partnership with Mr Akinmoyo at a time when he was not a RFL. He had agreed with Mr Akinmoyo that he would become a partner of Woodland Solicitors after his RFL status had been renewed. He was therefore a partner with effect from 8<sup>th</sup> May 2006.
137. He denied that he had caused or permitted his name to appear on the headed paper of Woodland Solicitors this was done without his knowledge and/or consent.
138. Mr Orji explained that had he known that Mr Akinmoyo planned to put Mr Orji's name on his firm's letterhead, he would not have let him do it. Mr Orji played no role in the firm of Woodlands Solicitors from 2<sup>nd</sup> March 2006 until 8<sup>th</sup> May 2006.
139. Mr Orji explained to the Tribunal that there was no formal partnership agreement but that he had entered into an oral understanding to enter into partnership with Mr Akinmoyo on a fee sharing basis once his RFL status had been granted to him. He had terminated his partnership with Mr Akinmoyo on 12<sup>th</sup> December 2006.
140. Answering questions from Mr Barton, Mr Orji confirmed that his partnership with Mr Akinmoyo would have been effective from his registration as an RFL on 8<sup>th</sup> May 2006. He had left Mr Akinmoyo to complete and dispatch the application form to the Law Society.
141. From the date of his registration as an RFL on 8<sup>th</sup> May 2006 he would have been in partnership with Mr Akinmoyo at Woodlands. However between 8<sup>th</sup> May and 12<sup>th</sup> December 2006, when he resigned, he had spent no time in this country. He agreed that he had in respect of that period accepted becoming a partner with all the responsibilities of partnership. No terms as to how he was to be paid were agreed. He only had a six months visa. He had never seen the firm's notepaper on which his name appeared, had never done any work or played a partnership role, and had never visited the office of the firm.

#### The Evidence of Cecile Bramble

142. Ms Bramble had been working as a locum subject to strict conditions imposed on her practising certificate by the Law Society for the practice year 2007/2008. These took effect following an Adjudicator's decision following consideration of the IO's Report dated 31 May 2005 in relation to conveyancing transactions in which she was the fee-

earner. She had been working as a locum since leaving her employment with Omezie & Co and had not been interviewed by investigators from the Law Society.

171 CW

143. She first became aware of the property at 171 CW from by Mr Jasper. He had discussed it with her and she thought it was a good deal and she intended to purchase it with a majority of the purchase monies provided by a mortgage advance. She approached the Royal Bank of Scotland (RBS) and had discussed it informally with them. They indicated then and there that they could not lend to her. After that she discussed the matter with Mr Omezie and he agreed to buy the property from her. He had been involved in the purchase of other properties. The property was to be bought by her as a client of Anthony & Roberts Solicitors. The next thing she knew was that she received a notice to complete on the property and then a transfer document was presented to her by BC, solicitors acting for Mr Omezie which she signed.
144. She had heard the evidence of Mr Omezie and Mr Annan in relation to the schedule of monies which purported to indicate that as at 31 October 2003 she owed Mr Omezie approximately £150,000. She had never seen this document before and denied any loans had been made to her by Mr Omezie.
145. With regard to the letter from her solicitors, Anthony & Roberts Solicitors dated 22<sup>nd</sup> October 2003 to Mr Omezie's solicitors, BC stating, "we are aware that your client has paid to our client the sum of £149,768 as deposit in this transaction", she confirmed she had received no such money, Mr Omezie had not paid her any monies or released her from any loans.
146. She was intending to fund the purchase with a mortgage but this was not approved. She discussed the matter with Mr Omezie and he said he would try to buy it and thereafter she ceased to worry. When the transfer document arrived she signed it. It was presented to her by BC for Mr Omezie. She was advised it was necessary because the developers did not want to change the name on the lease.
147. She was asked when she first saw the schedule of monies allegedly paid to her as loans attached to Mr Annan's statement. She said she first saw it on 4<sup>th</sup> November, the week prior to the hearing. She denied that there were ever any loans made to her by Mr Omezie.
148. She was asked about the transactions referred to in the Composite Report where she had acted at Omezie & Co for the purchasers/sub-sellers of properties with Anthony & Roberts acting for the sub-buyers and lenders. She said that these matters generally came to Omezie & Co from Mr Jasper. She acknowledged that as a fee earner she should have made further enquiries and ensured that as a solicitor she should have had complete information. She was unaware of the conduct of these transactions within Anthony & Roberts where the responsible fee earner was frequently Mr Jasper. With regard to the instructions she was carrying out as solicitor for the buyer sub-seller she was relying on the principals in the firm to comply with the requirements of Rule 6.
149. With regard to the Composite Report which referred, for example paragraph 23, to debit entries recorded in the ledgers of her clients in those transactions such as "Cash

you-refund” and “C Limited” she was asked whether she knew such monies were going out to third parties and whether she thought that was wrong. She thought not. The clients were buying and selling for profit, every transaction was discussed with Mr Omezie.

150. She was asked who authorised the payment out to NP of the sum of £58,150, referred to in paragraph 39 of the Composite Report. She said it must have been her, but it would have been done with the approval of her client, FS, notified by Mr Omezie. She denied that she had turned a blind eye to the payment of cash surpluses, and admitted she did not appreciate the implications.

#### **Submissions on behalf of Mr Omezie & Mr Iban**

151. Whilst the facts of the transactions and the breaches of the accounts rules were admitted, Mr Omezie and Mr Iban denied that they had been reckless or dishonest.
152. With regard to *[FOURTH RESPONDENT]*'s conduct concerning the transactions on behalf of RCL of which he was the sole director. *[FOURTH RESPONDENT]* was permitted to carry out his own transactions. Mr Iban had no knowledge of what *[FOURTH RESPONDENT]* was doing and there was no reward for him for *[FOURTH RESPONDENT]*'s involvement with RCL. During the interview with the investigation officer questions had to be restated to *[FOURTH RESPONDENT]* and he gave the impression that he did not understand the nature of the questions being put to him and expressed surprise.
153. The evidence against Mr Akinmoyo was compelling and related to the firm of Woodland Solicitors and Mr Omezie at Anthony & Roberts. All the conveyancing transactions before the Tribunal related to transactions between associated firms and principals. Mr Omezie had recognised that there was a conflict and said that he took advice from the Law Society but had no regard for Rule 6(3) which would have identified issues of concern. Mr Omezie had previously worked for a local authority as a solicitor and then moved to another firm. He had not previously dealt with conveyancing matters and he 'learnt' conveyancing as he worked.
154. Mr Iban became a solicitor under the transfer regulations after having qualified as a Barrister in Nigeria. He too had little experience in conveyancing work and there was no training regime in place for conveyancing work for either Mr Omezie or Mr Iban but they learnt as they went along. Neither had any practical experience in the management of a law firm and had not developed such skills having not benefited from a period of training. They were however familiar with the Green Card Warning, CML Handbook and Annex 25 of the Code of Conduct.
155. Mr Omezie was not personally directly involved in the conveyancing matters except HI and 171 CW where he was Mr Jasper's supervisor.
156. Mr Iban, however, did have direct involvement with conveyancing matters. He was also aware of the Green Card Warning and the warning checklist. He had adopted the position that if it was possible to answer those questions then it was possible to be personally satisfied about the legitimacy of the transactions and there was no need to do more.

157. Paragraph 5 of the CML Handbook required that everything was reported to the lender client except in the case of assignments where there was no need to inform the lender. The documents showed that there were two transactions one for the purchase and one for the sale. The Respondents saw nothing wrong in the middle buyer/sub-seller making a profit. It was their view that the lender had already had a valuation which formed the basis of the mortgage offer.
158. The Tribunal was asked to look at the totality of the evidence, there was no intention to mislead. There had been an honest mistake that had arisen out of, first lack of experience in conveyancing matters and secondly, the belief where the transactions were assignments the circumstances did not have to be reported to the lender client under the CML Handbook provisions.
159. *[FIFTH RESPONDENT]* had said that she had turned a blind eye to the payment out of surpluses and described how she had little or nothing to do with how the ledger cards were written. However she was the practice manager and her description that all the payments were dealt exclusively by Mr Omezie could not be right or credible. She was the first point of contact as she was the fee-earner and she had to ensure that all the payments out were correct and she had to get Mr Omezie and/or Mr Iban to authorise the payments. *[FIFTH RESPONDENT]* had been attempting to pass responsibility to Mr Omezie for her own failings. She had a role as a front-line guardian in the firm and it was imperative that she paid attention to the quality of the advice given.
160. Had the payments made to Mr Jasper, C Limited and NP been spotted the transactions would have thrown up suspicions. Mr Omezie and Mr Iban had not been able to remember who had authorised the payments and no steps had been taken by the Law Society to interview either Mr Jasper or *[FIFTH RESPONDENT]* for them to explain or clarify the position.
161. Key features were the payments to C Limited. This was a company of which Mr Omezie had briefly been a director but with which he was no longer connected and had no interest. There was no evidence that he profited from C Limited.
162. Each transaction involved parallel activity at Anthony & Roberts Solicitors by Mr Jasper at which Mr Omezie admitted he was the overall supervising partner. Mr Iban was not in any way responsible for Mr Jasper's impropriety, and was entitled to rely on Mr Omezie exercising proper supervision of him.
163. Mr Iban emphasised in his evidence that Ms Bramble was a person who had a considerable number of years post qualification experience, was a person of maturity and was also the practice manager. Mr Omezie was not always at Omezie & Co and did not supervise the files she dealt with.
164. Ravenstone was Mr Iban's own practice. The first set of allegations against him concerned Accounts Rules breaches which Mr Iban acknowledged and which arose because he was only carrying out reconciliations rarely and his systems were inadequate. The longest any deficit was allowed to exist was 22 days. The failures for

which there was no excuse took place over a narrow band of time when Mr Iban's method of reconciliations and checking was not in place and posting errors arose.

165. When the issue of the assignments was put to Mr Iban, reference was made to the IO's report which highlighted how Mr Iban dealt with such matters. There was no evidence of dishonesty towards or fraud on the lender client. Mr Iban recognised that he should have reported the fact of the assignments and paid more attention but his understanding was that there was no change in the purchase price that had to be reported to the lender client.
166. The undertaking of which breach was alleged against Mr Iban was not the best drafted of undertakings.
167. When the Law Society contacted Mr Iban about the breach of undertaking, he took steps to resolve the situation and sought to vary its terms. That did not hide the fact that there had been a prima facie breach, but the breach did not imply dishonesty on Mr Iban's part. He had been foolish and should not have given the undertaking. He had given it and should have taken steps to ensure that when Ravenstone closed steps were taken to deal with the undertaking. Such conduct could not be described as "reckless".
168. Mr Omezie's explanation in relation to the 171 CW deposit monies he had paid Ms Bramble directly was that it amounted to a 'set-off' between him and her of £149,000. He had called Mr Annan as a witness who produced the schedule of payments and Mr Omezie maintained that the schedule reflected the position with regard to the 'set-off'.
169. Ms Bramble implied in her evidence that she was a mere puppet in the middle and had no interest in the 171 CW transaction and she said that the notice to complete had nothing to do with her. That was a remarkable position to have adopted as a solicitor and particularly if she had allowed herself to be used in that way. Instead it was suggested that she was buying the flat with a view to selling it on for a profit. However she was presented with the difficulty of not having anyone willing to buy it from her. She had to sell and offered it round the office at Omezie & Co and Mr Omezie offered to buy it.
170. Mr Omezie did lend money to Ms Bramble but it was difficult to prove. Mr Omezie had given the schedule to the IO, who could not recollect that. The schedule was headed "171" because that was what it related to. Mr Annan said that he had prepared the schedule in 2004 and not in 2003 because it had been prepared purely for the benefit of the Law Society's investigation.
171. The Tribunal did not have the benefit of the 171 CW file from BC, who were acting Mr Omezie, and there was no evidence before the Tribunal as to who had conduct of the matter at BC. It was unclear therefore who had primary responsibility for advising the lender whether the transaction was an assignment or a sub-sale. Mr Omezie's mortgage broker knew that it was an on-sale and he confirmed that. In all the circumstances there was no dishonesty in purchasing the property or in treating the advances made as a set-off. The set-off formed part of the transaction. *[FIFTH RESPONDENT]* had not been accused of dishonesty and if the Tribunal concluded

that she had not been dishonest then it would be difficult to conclude that Mr Omezie had been dishonest in his purchase of the property.

172. In relation to Mr Iban, his description of transactions suggested that he did not understand the difference between an assignment or a sub-sale. He was too focussed on the CML Handbook which excluded reference at that time to assignments but there was no improper advantage or personal profit from his actions. As a partner he had to acknowledge that there had been failings with regard to Rule 6 and in particular the client care letter, failings in relation to timely stamping and failures in relation to the Accounts Rules breaches. However there had been no recklessness or dishonesty on his part. There were failings but those were due to his inexperience. Mr Iban had never been shown how to resolve the Accounts Rules breaches. The Tribunal was asked to consider Mr Iban's background and that he was not trying to hide behind anyone and had not been evasive in response to questions from the SRA or Tribunal.
173. Mr Omezie was the senior partner and had candidly admitted his role and functions and admitted his conduct. The Tribunal was asked to measure his conduct as someone who had suffered from insufficient training and yet had become the principal of a law firm that dealt with conveyancing matters. He had advanced monies to Ms Bramble. With regard to all transactions he could not be said to have been reckless or dishonest. *[FIFTH RESPONDENT]*'s evidence that all the third party payments were made by Mr Omezie; and that he had full knowledge of all the transactions across the two firms, was unreasonable.

### **Findings of the Tribunal**

174. Mr Omezie, Mr Iban and Mr Akinmoyo were partners in Omezie & Co, and Mr Omezie and Mr Iban were partners in Anthony & Roberts. In May 2004 inspections were started in both firms and found that the firms were clearly associated and were acting on all sides in back to back transactions other than the original vendor, so that one of the firms was acting for the purchaser/sub-seller and the other for the sub-purchaser and lender.
175. The first inspections resulted in Reports on each firm and a Composite Report, all dated 31<sup>st</sup> May 2005. The Composite Report was a comprehensive analysis of the hallmarks of mortgage fraud involved in the transactions carried out by the associated firms, together with a detailed statement of the applicable Practice Rules, Principles of Professional Conduct and the Council of Mortgage Lenders Handbook. Particular emphasis was laid on Annex 25F to the Guide to the Professional Conduct of Solicitors- entitled "Guidance – Mortgage Fraud – variation in purchase price" and Annex 25G entitled "Green Card Warning on property fraud – practice information."
176. The first three Respondents practising in admitted association, and in relation to transactions of which the particulars were admitted and in clear breach of the said Rules and Guidance operated a course of conduct which involved payments out to third parties, deposits paid direct, allowances on completion, conflicts of interest, failure to inform lender clients of the relevant circumstances of each transaction, and the creation of substantial surpluses out of mortgage monies which the partners authorised to be paid away in a manner disguised by mis-description of ledger entries.

177. The three Respondents acknowledged awareness of the rules. The conduct was advertent and systematic, and calculated to deceive lenders about the circumstances of each transaction in order to achieve an advantage in the form of mortgage advances which are likely to have exceeded what an informed lender would pay, and which were used to produce surpluses to be applied to unintended third party recipients. By the time the first three Inspection Reports were written on 31<sup>st</sup> May 2005, Omezie & Co had closed and Mr Akinmoyo, the Third Respondent, had set up a successor practice called Woodland Solicitors, whilst Mr Omezie and Mr Iban continued to practise as principals in Anthony & Roberts. A further inspection into Anthony & Roberts was begun on 17<sup>th</sup> October 2005 five months after the first three Reports. The Report dated 9<sup>th</sup> December 2005 looked into thirty transactions in detail during the inspection and noted that it was apparent that many more similar transactions had been conducted in the year ending 30<sup>th</sup> September 2005. The features of these transactions once again were irregularities and failure to notify mortgage clients of material facts, breach of undertaking to a lender client and misleading of clients re disbursements. The Report noted nine transactions where the firm acted for the borrower and lender and where the solicitors for the first buyer and sub-seller were Woodland Solicitors, now run by their former partner the third Respondent.
178. The severance of the equity relationship between the first two Respondents and the third Respondent by the closure of Omezie & Co and the starting of Woodland does not assist the first two Respondents in relation to their continuing conduct at Anthony & Roberts in the most flagrant breaches of the Rules and Guidance, which had been exhaustively brought to their notice in the first two inspections and first three Reports.
179. The firm of Anthony & Roberts was closed and replaced by its successor Ravenstone, set up by Mr Iban in January 2006. An inspection into that firm was started in March 2007 and the Report dated 25<sup>th</sup> October found a continuation by Mr Iban of the improprieties that had been brought to his notice in the first four Reports namely irregularities in property transactions and failure to notify mortgage clients of material facts. Inter alia thirteen back to back transactions were identified where Ravenstone were acting for the end buyer and lender and where the mortgage advances exceeded the price received by the head seller and the assignment fee payment was paid out of the mortgage monies.
180. On 29<sup>th</sup> January 2007 an investigation was started into Woodland Solicitors where the Third Respondent was the principal. The irregularities in that firm were set out in the Report of 22<sup>nd</sup> February 2007 and gave rise to the further allegations against Mr Akinmoyo set out in the second supplementary statement in case 9654/2007.

#### The Findings concerning Mr Omezie

181. The Tribunal found all the allegations against Mr Omezie to have been proved beyond reasonable doubt. With regard to allegation 1(a) and 1(d) each of those allegations also alleges that he was dishonest or alternatively reckless.
182. With regard to allegation 1(a) the Tribunal does find that the cumulative breaches of Rule 1 persisted in at Omezie & Co and Anthony & Roberts identified in the three inspections between May 2004 and October 2005 showed a systematic and advertent failure and refusal on the part of Mr Omezie to comply with the Solicitors Practice

Rules and Guidance designed to ensure a solicitors independence and integrity, his duty to act in the best interests of the client, and avoid conflicts of interest.

183. With regard to allegation 1(d) the Tribunal finds that Mr Omezie's actions in respect of his own involvement in the purchase of 171 CW were deliberate and dishonest. He contracted to be the sub-purchaser and borrower in relation to this property where his employee [FIFTH RESPONDENT] was the buyer and sub-seller. His firm of Anthony & Roberts acted for [FIFTH RESPONDENT] and falsely informed Mr Omezie's Solicitors that he had paid a deposit to [FIFTH RESPONDENT] of £149,768. He was aware of all features of the transaction and knew that [FIFTH RESPONDENT] had received an allowance of £126,000 from the head vendor to reduce the net price payable by her to £429,000. He was aware that she had no mortgage advance or the ability to complete the purchase. He nevertheless set the price which he would contract to pay her at £599,000, £170,000 more than she was required to pay to the head vendor. He set this price in order to achieve a loan of 75% totalling £449,250 which would cover the amount [FIFTH RESPONDENT] had to pay the head vendor plus stamp duty. In order to demonstrate that he had paid the 25% deposit he allowed Anthony & Roberts of which he was principal to inform his solicitors that he had paid a deposit of £149,768 direct to [FIFTH RESPONDENT] as a deposit. He acknowledged to the Tribunal that this was not true but that he had released [FIFTH RESPONDENT] from repaying to him loans he had made her up to that amount.
184. The only supporting evidence of these loans came from a Witness Statement of Mr Annan who attached to it a schedule of monies re 171 CW which added up to £150,000. Mr Omezie said that he had produced its schedule to Inspector Whitmarsh, in September 2004. No mention of it had been in the Inspector's Reports. Mr Whitmarsh denied that he had seen it. Mr Annan said he had produced it at Mr Omezie's request in September 2004 which was almost twelve months after completion of the purchase of 171 CW. There was no other evidence of the loans having been made, and Ms Bramble denied that there had ever been any such loans. Mr Annan under cross ex-amination admitted that he had been asked to compile the list of monies with the heading 171 CW by Mr Omezie up to a total of £150,000; that he knew nothing about 171 CW though this was the heading of his schedule; and that he did not know whether the payments listed in the "schedule of monies" were in fact loans to [FIFTH RESPONDENT].
185. The Tribunal concluded that no reliance could be placed on the evidence of Mr Omezie and Mr Annan in relation to the existence of any such loans, and that there was no foundation for Mr Omezie's assertions about the receipt by [FIFTH RESPONDENT] of a deposit from him either as a direct payment of a deposit or payment by way of alleged set-off of loans up to the amount of such deposit.
186. The Tribunal concluded that these assertions were dishonest attempts to mislead the inspector, mislead his solicitors and hence his lender that the deposit had been paid at 25% of the enhanced price on which the advance was to be based.
187. The Tribunal found that the allegation of dishonesty in allegation 1(d) was proved beyond reasonable doubt.

#### The Findings concerning Mr Iban



188. With the exception of allegation 1(b) the Tribunal found all the allegations against Mr Iban proved beyond reasonable doubt. He was equally responsible with Mr Omezie for the misconduct detailed in the first four Inspection Reports into Omezie & Co and Anthony & Roberts. For the same reasons set out above with regard to allegation 1(a) against Mr Omezie the Tribunal does find the similar allegation 2(a) against Mr Iban proved. The cumulative breaches of Rule 1 persisted in at Omezie & Co and Anthony & Roberts identified in the three inspections between May 2004 and October 2005 showed a systematic and advertent failure and refusal on the part of Mr Iban to comply with the Solicitors Practice Rules and Guidance designed to ensure a solicitors independence and integrity, his duty to act in the best interests of his client, and avoid conflicts of interest.
189. That improper conduct of Mr Iban was continued by him as principal at Ravenstone, the successor practice of Anthony & Roberts, as set out in the Ravenstone Report of 25<sup>th</sup> October 2007. The practices there demonstrated, involving irregularities in property transactions and failure to notify mortgage clients of material facts, showed that Mr Iban had continued wilfully to refuse to comply with the practice Rules and mortgage fraud guidance brought to his attention in the inspections three years previously. In that Report he was found to have acted on the other side of transactions with his former equity partner Mr Akinmoyo at Woodland Solicitors in back to back transactions which involved mortgage advances exceeding prices being paid to head seller and assignment fees being paid out of such advances.
190. The Tribunal were satisfied that Mr Iban was well aware of the continuing breach of Rules, and persisted in them in a dishonest manner in order to secure advantages from mortgage clients who were not being kept informed of all information about the transactions relevant to their willingness to lend. The Tribunal accordingly found Mr Iban to have been dishonest alleged in allegations 2(a), 7(c) and 7(d).

#### The Findings in relation to Mr Akinmoyo

191. The Tribunal found all the allegations against Mr Akinmoyo proved beyond reasonable doubt, and in particular found in relation to allegations 3(a), 10(a), 11(c) that Mr Akinmoyo was dishonest as alleged. Mr Akinmoyo bore with Mr Omezie and Mr Iban an equal responsibility for the breaches of Rules and Guidance committed at Omezie & Co of which he was a partner, but also for the serious misconduct as principal in its successor firm of Woodlands. At Woodland he had purported to enter into a sham partnership with Mr Orji when he was not a Registered Foreign Lawyer, and had at no stage following his registration taken any part in the conduct of the practice. In addition to continuation of Practice and Accounts Rule breaches, and the other breaches found, he had dishonestly withdrawn client funds for his own benefit prior to absconding.
192. In reaching the above conclusions of dishonesty concerning the conduct of Mr Omezie, Mr Iban and Mr Akinmoyo, the Tribunal took full account of the test in *Twinsectra v Yardley* [2002] 2 All ER 377, namely that "...before there can be a finding of dishonesty it must be established that the defendant's conduct was dishonest by the standards of reasonable and honest people and that he himself realised that by those standards his conduct was dishonest". Although Mr Omezie and

Mr Iban denied dishonesty they knowingly persisted in conduct which the inspectors had made clear fell seriously short of the proper conduct required of solicitors, and in particular the importance of proper disclosure to lender to avoid mortgage fraud.

#### **Previous Findings – 8940/2003: Mr Omezie, September 2004**

193. Mr Omezie had been the subject of earlier disciplinary proceedings together with two other Respondents. The hearing took place on 28<sup>th</sup> September 2004. The allegation against Mr Omezie was that he had been guilty of conduct unbecoming a solicitor in that the firm's books of account were not in accordance with the Solicitors Accounts Rules. In its findings dated 28<sup>th</sup> September 2004 the Tribunal said:

“The Tribunal found most of the allegations to have been substantiated and found that each of the Respondents had been guilty of conduct unbecoming a solicitor. There was, of course, no question of double jeopardy as far as Mr Omezie was concerned. The Tribunal did not consider that the matters alleged amounted to mere “technical breaches”. Proper compliance with the Solicitors Accounts Rules was an important matter. Those Rules were there for the protection of the public and any breach by a solicitor was improper and served to damage the good reputation of the solicitors' profession in the eyes of the public. The Tribunal was in no doubt that the conduct of the Respondents did amount to conduct unbecoming a solicitor.”

#### The orders concerning Mr Omezie, Mr Iban and Mr Akinmoyo

194. On November 17<sup>th</sup> 2008, the Tribunal, having found the allegations against the first three Respondents proved as set out above, and having found dishonesty proved in the case of each Respondent, decided that the appropriate sanction for each of the first three Respondents was that he should be Struck Off the Roll of Solicitors.

#### Cecile Bramble

195. Dishonesty had not been alleged against *[FIFTH RESPONDENT]*, but the Tribunal was satisfied that her unquestioning role in the transactions set out in the first three Reports, and her lack of curiosity about payments out and ledger entries on her transactions did support the allegation against her. She behaved in a similarly incautious manner with regard to her involvement as buyer/sub-seller of the property 171 CW to Mr Omezie. She accepted an obligation to complete and signed the transfer without any regard to the features of the transaction she was facilitating. Her abdication of her responsibility in relation to the transactions in which she was involved and which she was facilitating led the Tribunal to find the allegation against her proved. The Tribunal decided that the appropriate sanction in respect of her conduct was twelve months suspension.

#### *[FOURTH RESPONDENT]*

196. The Tribunal found the allegation against *[FOURTH RESPONDENT]* proved. In relation to the admitted facts concerning his transactions the Tribunal preferred the evidence of Inspector Sage and the contents of the interview note of 16<sup>th</sup> November 2005, which contained admissions by *[FOURTH RESPONDENT]* that his company,

RCL, in achieving the eleven transactions listed in Appendix B to Mr Sage's Report of 9<sup>th</sup> December 2005 had sent a payment to the end purchasers of the properties by way of discount. Mr Sage's Report had pointed out that the full purchase price appeared to have been received by the firm from the buyer's solicitors, but this was misleading in that the latter would have received a payment directly from the seller to enable them to send the full purported price to Anthony & Roberts. The facts admitted by [FOURTH RESPONDENT] confirmed that to his knowledge one of the buyers was purchasing with the assistance of a mortgage.

197. The Tribunal was satisfied that the allegation had been made out in relation to the transactions that he had been involved with concerning his company, RCL, and the manner in which those transactions had been conducted in. [FOURTH RESPONDENT] was a hesitant and unconvincing witness and asked for leave to withdraw before completing his evidence. The Tribunal decided that the appropriate sanction for the conduct found against [FOURTH RESPONDENT] was a fine of £5,000.

#### Harry Enny Jasper

198. Mr Jasper was an unadmitted fee-earner and was described as the Practice Manager at Omezie & Co and Anthony & Roberts. His role was pivotal in the many of the questionable transactions and he was allowed to move freely and easily between the two firms. He also described as a property developer and his role within the firms, with an intimate knowledge of the files and the people involved in those transactions, meant that he could conduct transactions which directly benefited him as well as the third parties receiving payments out of the surpluses generated improperly from mortgage funds.
199. The Tribunal had no hesitation in considering it appropriate to make the Order sought against Mr Jasper.

#### Nnamdi Orji

200. The Tribunal found the allegations against Mr Orji proved. He had purported to enter into a partnership with Mr Akinmoyo when he was not eligible. He had allowed his name to appear on a letterhead without referring to his status. Mr Orji explained that he had met Mr Akinmoyo for the first time for only one hour, he then decided to sign up to becoming a partner in Woodlands Solicitors. Having done prior to his becoming eligible when registered as a Foreign Lawyer, Mr Orji took no further interest in the partnership, did not attend its offices or assume any responsibilities prior to resigning in December 2006. The Tribunal considered the allegations most serious given that Mr Orji had contracted to join a sham partnership with no concern to carry out the duties which such partnership would entail. This was such a serious and irresponsible abdication of his duty that the Tribunal considered that this conduct should be marked by Mr Orji being Struck Off the Roll of Registered Foreign Lawyers.

#### Costs

201. The Tribunal were presented with schedules of costs incurred by the Applicant which allocated the burden of costs caused by the case against each Respondent. The

Tribunal gave careful consideration to that schedule and to the points made on the issue of costs on behalf of the other parties represented. The costs ordered to be paid on a several basis by each Respondent was then decided by the Tribunal as set out in the orders referred to above.

Dated this 1<sup>st</sup> day of April 2009  
On behalf of the Tribunal

A G Ground  
Chairman