

IN THE MATTER OF AYOOLA ADEBAMBO OLAITAN,  
RODNEY GILBERT, CHRISTINE AGNES DOUGLAS, FLORENCE OLUWATOYIN  
OYEBOLA and DOREEN ELIZABETH POWELL, solicitors

- AND -

IN THE MATTER OF THE SOLICITORS ACT 1974

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Mr J N Barnecutt (in the chair)  
Mrs H Baucher  
Lady Bonham Carter

Date of Hearing: 3rd March 2009

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## **FINDINGS**

of the Solicitors Disciplinary Tribunal  
Constituted under the Solicitors Act 1974

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An application was duly made on behalf of The Law Society by Robert Simon Roscoe, a solicitor and partner in the firm of Victor Lissack, Roscoe & Coleman, Solicitors, of 70 Marylebone Lane, London W1U 2PQ on 31<sup>st</sup> May 2007 that Mr Ayoola Adebambo Olaitan of Lawyers @ 395 Limited, Solicitors, of 395 Southwark Park Road, Bermondsey, London SE16 2JH, a solicitor, 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.

A substantive hearing had taken place on 8<sup>th</sup> July 2008. At that hearing, the Tribunal made an Order that the case against Ayoola Adebambo Olaitan be severed as the Tribunal was not satisfied that he was aware of the allegations against him as contained in the Rule 4 Statement and the date of the hearing. However the case against Rodney Gilbert, Christine Agnes Douglas, Florence Oluwatoyin Oyebola and Doreen Elizabeth Powell was concluded on that day.

At the beginning of the present hearing the Applicant requested leave to withdraw allegation 7 and withdraw parts of the other allegations. Leave was granted by the Tribunal and therefore reference to the allegations is as they were amended.

The allegations against the Respondent Ayoola Adebambo Olaitan were that:-

1. He failed to act in the best interests of his clients in breach of Rules 1 and 6 of the Solicitors Practice Rules 1990.
2. He breached Rule 1 of the Solicitors Practice Rules 1990 and Rule 22 of the Solicitors Accounts Rules 1998 by:-
  - (i) making payments when completing or allowing the completion of property purchases without sufficient funds being available in client account.
  - (ii) transferring or allowing the transfer of unallocated sums from client account to office account.
  - (iii) making or allowing personal payments to be made from client account.
3. That he breached Rule 7 of the Solicitors Accounts Rules 1998 by failing immediately to rectify cash shortages in client account.
4. That he breached Rule 32 of the Solicitors Accounts Rules 1998 by failing to keep his accounts properly written up.
5. That he breached Rule 23 of the Solicitors Accounts Rules 1998 with regard to arrangements for the withdrawal of client account monies.
6. That he breached Rule 1 of the Solicitors Practice Rules 1990 having failed to deal promptly and substantively with correspondence from The Law Society.
7. [Withdrawn]
8. That in practice in partnership under the style of First Conveyancing, he was guilty of conduct unbecoming a solicitor in the following particulars:-
  - (a) he failed to act in the best interests of his clients in breach of Rules 1 and 6 of the Solicitors Practice Rules 1990.
  - (b) he breached Rule 22 of the Solicitors Accounts Rules 1998 in making payments out of client account in excess of monies held.
  - (c) he breached Rule 7 of the Solicitors Accounts Rules 1998 by failing immediately to rectify cash shortages in client account.

By a Supplementary Statement dated 27<sup>th</sup> September 2007, the additional following allegations were made:-

9. He failed to comply with the order of The Law Society's Adjudicator to make a payment of compensation to a former client to the detriment of his good reputation and that of the solicitors' profession in breach of Rule 1 of the Solicitors Practice Rules 1990.
10. He failed to comply with the Willesden County Court judgement dated 14<sup>th</sup> November 2006 and the Lambeth County Court Order dated 30<sup>th</sup> May 2007 confirming the earlier judgement to pay monies owed for professional services to the detriment of his good reputation and that of the solicitors' profession in breach of Rule 1 of the Solicitors Practice Rules 1990.

By a second Supplementary Statement dated 27<sup>th</sup> May 2008, the further following allegations were made:-

11. That he acted in breach of Rules 1(c) and (d) of the Solicitors Practice Rules 1990 by failing to deal properly with money received from the BM Building Society in respect of a purchase of a property at CY.
12. He failed to retain in client account the money received from the BM Building Society or account properly for such money in breach of Rules 15 and 22 of the Solicitors Accounts Rules 1998.
13. He acted in breach of Rules 1(c) and (d) of the Solicitors Practice Rules 1990 by failing to deal properly with money received from G and Co solicitors in respect of a sale of a property at AR.
14. He failed to retain in client account the money received from G & Co solicitors or account properly for such money in breach of Rules 15 and 22 of the Solicitors Accounts Rules 1998.
15. That his conduct, as set out above, was dishonest.
16. That he failed to maintain his books of account and records in breach of Rule 32 of the Solicitors Accounts Rules 1998.

The application was heard at The Court Room, 3<sup>rd</sup> Floor, Gate House, 1 Farringdon Street, London, EC4M 7NS on 3<sup>rd</sup> March 2009 when Robert Simon Roscoe appeared as the Applicant and the Respondent did not appear and was not represented.

At the commencement of the hearing, the Applicant requested the Tribunal to exercise its discretion under Rule 20 of the Solicitors (Disciplinary Proceedings) Rules 1994 and hear the application in the Respondent's absence. He reminded the Tribunal of the cases of R v Hayward, Jones and Purvis [2001] EWCA crim 168, and R v Jones [2002] UKHL 5 (20<sup>th</sup> February 2002). In particular, regarding the case of R v Hayward, the Applicant reminded the Tribunal of the checklist that should be considered when deciding whether a hearing should take place in the absence of a Respondent and these were as follows:-

1. A defendant has, in general, a right to be present at his trial and a right to be legally represented.

2. Those rights can be waived, separately or together, wholly or in part by the defendant himself. They may be wholly waived if, knowing or having the means of knowledge as to when and where his trial is to take place, he deliberately and voluntarily absented himself and/or withdraws instructions from those representing him. They may be waived in part if, being present and represented at the outset, the defendant, during the course of the trial, behaves in such a way as to obstruct the proper course of the proceedings and/or withdraws his instructions from those representing him.
3. The trial judge has a discretion as to whether a trial should take place or continue in the absence of a defendant and/or his legal representatives.
4. That discretion must be exercised with great care and it is only in rare and exceptional cases that it should be exercised in favour of a trial taking place or continuing, particularly if the defendant is unrepresented.
5. In exercising that discretion, fairness to the defence is of prime importance but fairness to the prosecution must also be taken into account. The Judge must have regard to all the circumstances of the case including, in particular:-
  - (i) The nature and circumstances of the defendant's behaviour in absenting himself from the trial or disrupting it, as the case may be and, in particular, whether his behaviour was deliberate, voluntary and such as plainly waived his right to appear.
  - (ii) Whether an adjournment might result in the defendant being caught or attending voluntarily and/or not disrupting the proceedings.
  - (iii) The likely length of such an adjournment.
  - (iv) Whether the defendant, though absent, is or wishes to be, legally represented at the trial or has, by his conduct, waived his right to representation.
  - (v) Whether an absent defendant's legal representatives are able to receive instructions from him during the trial and the extent to which they are able to present his defence.
  - (vi) The extent of the disadvantage to the defendant in not being able to give his account of events having regard to the nature of the evidence against him.
  - (vii) The risk of the jury reaching an improper conclusion about the absence of the defendant.
  - (viii) The seriousness of the offence which affects the defendant, victim and the public.
  - (ix) The general public interest and the particular interest of victims and witnesses that a trial should take place within a reasonable time of the events to which it relates.
  - (x) The effect of delay on the memories of witnesses.

The Applicant also reminded the Tribunal that these proceedings had been commenced in May 2007 and indeed, the proceedings relating to the four co-respondents were concluded in July 2008.

The Applicant referred the Tribunal to a short chronology from which it could be seen that the allegations related to two separate firms in both of which the Respondent had been a partner. The first firm was Lawson, Turner and Gilbert (LTG) which closed in May 2006. However, the second firm, Lawyers @ 395 Limited continued to operate. At the time that proceedings were initially issued, the Respondent was still practising at Lawyers @ 395 Limited and the application was served by the Tribunal on the Respondent at the address of that firm. In the circumstances, the Applicant submitted that the Respondent was aware of the proceedings before the Tribunal following service of the initial application at his business address. The Applicant also confirmed that a Civil Evidence Act Notice and various statements and exhibits were also served at that address which were not returned.

The First Supplementary Statement and accompanying documents were served at the same address on 27<sup>th</sup> September 2007. These documents were not returned. The Forensic Investigation Officer attended the Respondent's offices in October 2007. The Respondent was not at the offices and his staff informed the Investigation Officer that they thought he had gone abroad some time in August. On 5<sup>th</sup> November 2007 the practice was intervened and since that time the Respondent had not been seen or spoken to.

The Second Supplementary Statement dated 27<sup>th</sup> May 2008 could not be served as the Applicant had no address for the Respondent. He had managed to obtain a home address but when the process servers attended, the Respondent's wife said she had not seen him since October 2007 and she thought he was in Ghana or Nigeria.

The Tribunal gave directions in July 2008 for substituted service to take place but unfortunately the Applicant was unable to comply as he could not find a newspaper in Nigeria or Ghana which would publish an advertisement. In October 2008 the Tribunal ordered substituted service by the publishing of an advertisement in The Times newspaper but it subsequently turned out that The Times was not circulated in Nigeria or Ghana. The Applicant returned to the Tribunal again in January 2009 when a further order for substituted service was made for an advertisement in The Law Society Gazette. This advertisement was published on 29<sup>th</sup> January 2009 and confirmed the date of the substantive hearing as today's date, 3<sup>rd</sup> March 2009.

The Applicant confirmed that he had never had any contact with the Respondent at all. He therefore invited the Tribunal to accept that the original application which had been sent to the Respondent's business address, where he was in practice at that time was sufficient proof that he was aware of the proceedings. The First Supplementary statement sent in September 2007 was also sent to the address for which the Respondent was responsible. The Applicant submitted that the Respondent had deliberately failed to engage in the proceedings. The allegations were very serious and it was in the public interest to proceed in the Respondent's absence.

### **The Tribunal's decision to proceed in the Respondent's absence**

The Tribunal listened carefully to the submissions made by the Applicant and considered the previous directions made by the Tribunal. The Tribunal decided it was in the public interest that the hearing today should proceed in the Respondent's absence given that the allegations were very serious. It was clear that all reasonable steps had been taken to try and give the Respondent notice of the proceedings and the Tribunal was satisfied that he would be aware of the proceedings. Furthermore, the Tribunal believed that if today's hearing was adjourned it was unlikely the Respondent would attend a future hearing. He had been served with the original proceedings at his place of work in or around June 2007. By his own staff's admissions, he did not appear to have gone abroad until August 2007 so he must have been aware of the proceedings and the Tribunal was satisfied he was deliberately avoiding engaging in the process. In the circumstances, the Tribunal exercised its discretion to proceed in the Respondent's absence.

### **At the conclusion of the hearing the Tribunal made the following Order:-**

The Tribunal Orders that the Respondent, Ayoola Adebambo Olaitan of 395 Southwark Park Road, Bermondsey, London, SE16 2JH, 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 to be subject to a detailed assessment unless agreed between the parties to include the costs of the Investigation Accountant of the Law Society. Such costs to be less the sum of £10,000 which was ordered to be paid by Rodney Gilbert, Christine Agnes Douglas, Florence Oluwatoyin Oyebola and Doreen Elizabeth Powell on 8<sup>th</sup> July 2008.

### **The facts are set out in paragraphs 1 - 26 hereunder:-**

1. The Respondent was born in 1964 and admitted as a solicitor on 15<sup>th</sup> July 2002. His name remained on the Roll of Solicitors and his last known address was Lawyers @ 395 Limited, solicitors of 395 Southwark Park Road, Bermondsey, London SE16 2JH.
2. The Respondent practised in partnership under the style of Lawson, Turner and Gilbert with Rodney Gilbert, Christine Agnes Douglas, Florence Oluwatoyin Oyebola and Doreen Elizabeth Powell under the style of Lawson, Turner and Gilbert ("the firm") at 395 Southwark Park Road, London SE16 2JH and at 54 Castle Street, Dover, Kent, CT16 1PJ.
3. The Respondent also practised in partnership with Christine Agnes Douglas under the style of First Conveyancing at 3 Century Yard, Forest Hill, London, SE23 3XT.

#### Lawson, Turner & Gilbert

4. On 17<sup>th</sup> January 2006 The Law Society carried out an inspection of the Respondent's books of accounts and other documents and prepared a report dated 26<sup>th</sup> June 2006 which was before the Tribunal.
5. The investigation report described how the Respondent was the sole signatory on the client and office bank accounts and that he frequently left pre-signed blank cheques for his other partners to complete. Furthermore, the books of accounts did not comply

with the Solicitors Accounts Rules and despite a client reconciliation being prepared purporting to show that the client account balanced at 30<sup>th</sup> November 2005, a shortage of £137,535.01 was found by the Investigation Officer.

6. The deficit arose from the following items:-
  - (a) property purchase transactions completed and stamp duty totalling £100,934.96 were paid without sufficient funds in client bank account.
  - (b) an unallocated personal payment on 26<sup>th</sup> October 2005 in the sum of £22,850.05 was made to Propertywise.com, an estate agency of which the Respondent was a director.
  - (c) an unallocated transfer on 10<sup>th</sup> November 2005 in the sum of £13,750.00 to the firm's office account.
7. The Investigation Officer noted that whilst the firm's accounts purported to show the receipt of funds into client account in November 2005, apart from one payment made in or around 1<sup>st</sup> December 2005, the other payments were not paid in until 13<sup>th</sup> January 2006. Furthermore, no information was provided to the Investigation Officer about where the funds paid in had originated from.
8. Regarding the cheque of £22,850.05 paid to Propertywise.com, this was paid on 26<sup>th</sup> October 2005 but, contrary to the firm's records, the amount was not credited to the firm's account until 13<sup>th</sup> January 2006. Neither the Respondent nor the firm's accounting records could explain the circumstances of this transaction.
9. On 10<sup>th</sup> November 2005 a cheque in the sum of £13,750.00 was paid out of client account and into office account. Contrary to the firm's records, this amount was not in client account at the time of payment and was not credited to the firm's client account until 13<sup>th</sup> January 2006. Again, neither the Respondent nor the firm's accounting records could explain the circumstances of this transaction.
10. The Investigation Officer noted that unexplained payments had been made from client account to third parties. Six payments, including the one mentioned above had been made to Propertywise.com and the Respondent was unable to offer any satisfactory explanation.
11. The Investigation Officer noted that the firm's books of account disclosed payments out and receipts in, in respect of conveyancing transactions where the other party was represented by First Conveyancing. In reviewing seven files involving sales from clients represented by First Conveyancing to clients of the firm, the Investigation Officer noted that in six transactions the clients of First Conveyancing were buying from property developers and simultaneously selling on to the firm's clients. In all six transactions the firm was also acting for financial institutions advancing funds to the firm's clients to complete the purchase.
12. In five of the above transactions, the First Conveyancing clients had purchased from developers having received substantial discounts. The Lawson, Turner and Gilbert clients had purchased from the First Conveyancing clients at the original prices sought

by the developers. On examining the files, the Investigation Officer did not find any evidence that the firm had, in compliance with Rule 6(3)(c)(v) of the Solicitors Practice Rules 1990, informed the financial institutions:-

- (a) that they were aware that discounts had been given to the vendors, or
  - (b) that the vendors of the properties had bought and sold simultaneously.
13. The Respondent failed to deal promptly and substantively with correspondence from The Law Society.
  14. Following the failure of the firm to pay outstanding invoices submitted to them by Mr MA in respect of interpreting services, Mr MA obtained judgement from the Willesden County Court in the sum of £2,289.51 but he had been unable to enforce the judgement and secure payment.

#### First Conveyancing

15. On 4<sup>th</sup> April 2006 the Law Society's Investigation Officer inspected the Respondent's books of account and other documents and his report dated 30<sup>th</sup> June 2006 was before the Tribunal. The Investigation Officer found that the books of account did not comply with the Solicitors Accounts Rules and after inspecting the accounting records, the Investigation Officer found that at 28<sup>th</sup> February 2006 there was a cash shortage in client account of £179,712.19.
16. The shortage had been partially replaced prior to the Investigation Officer's visit on 15<sup>th</sup> March 2006 by the receipt into client account of £735.53. Subsequent to the Investigation Officer's visit the Investigation Officer was informed that £178,845.06 had been paid into client account on 29<sup>th</sup> April 2006 from the Respondent's personal resources but he was unable to provide satisfactory confirmation by way of documentation.
17. Subsequently in September 2006 Christine Agnes Douglas sent The Law Society a copy of a client account bank statement that showed a cheque of £178,845.06 had been paid into First Conveyancing's client account on 8<sup>th</sup> May 2006 but marked "Unpaid". A second credit on 22<sup>nd</sup> May 2006 in the sum of £179,462.56 purported to include the shortage of £178,845.06.
18. The Investigation Officer ascertained that the cash shortage of £178,845.06 arose from a payment made on 16<sup>th</sup> August 2004 on behalf of a client named M. The Respondent said that First Conveyancing did not have a client called M. The deficit had arisen 20 months before the Investigation Officer's inspection.
19. The Investigation Officer examined various conveyancing files involving instances in which First Conveyancing's clients had purchased properties from clients represented by Lawson, Turner and Gilbert. In two instances, the Lawson, Turner and Gilbert clients had purchased from the developers having received substantial discounts. First Conveyancing's clients purchased at the original prices sought by the developers. In both transactions First Conveyancing was also acting for financial institutions advancing funds to the First Conveyancing clients to complete the purchase. Neither



of the files examined by the Investigation Officer showed any evidence that First Conveyancing had, in compliance with Rule 6 (3)(c)(v) of the Solicitors Practice Rules 1990, informed the financial institutions:-

- (a) that they were aware that discounts had been given to the vendors, or
  - (b) that the vendors of the properties had bought and sold simultaneously.
20. The Respondent acted on behalf of a Ms AM in an immigration matter. She transferred her case to another firm of solicitors, DL & Co and the firm wrote to the Respondent to obtain her file of papers. Despite the fact that they accepted that Ms AM's file had been lost or destroyed in a fire, DL & Co were concerned about the lack of information they received from the Respondent and contacted the Solicitors Regulation Authority. On or about 24<sup>th</sup> May 2007 the Respondent agreed to pay £250.00 compensation to Ms AM but this was never paid. On 17<sup>th</sup> July 2007, The Law Society's Adjudicator considered the matter and ordered the payment to Ms AM of £400.00 compensation and a further £96.00 plus £16.80 VAT to be paid within 7 days. Such compensation had not been paid and remained outstanding.
  21. On 14<sup>th</sup> November 2006 at the Willesden County Court, Mr MA obtained judgement against the Respondent's firm in respect of professional fees owed for interpreting services. Following the Respondent's failure to pay the judgement, Mr MA wrote to the Solicitors Regulation Authority. In his letter of 28<sup>th</sup> February 2007 the Respondent informed the Solicitors Regulation Authority that he was seeking to have the judgement set aside. The judgement was confirmed by Lambeth County Court on 30<sup>th</sup> May 2007 and had not been paid and remained outstanding.
  22. On 24<sup>th</sup> October 2007 a Senior Investigation Officer from the Solicitors Regulation Authority attended the Respondent's practice, Lawyers @ 395 Limited ("the firm") for the purpose of inspecting the Respondent's books of account and other documents. His report dated 30<sup>th</sup> October 2007 was before the Tribunal. The Investigation Officer was unable to find any other solicitor at or connected with the firm.
  23. The report noted that the Respondent was not in attendance at his offices and that his staff had not seen him in the office for some time, they were unaware of his whereabouts and had no contact details for him. It was believed the Respondent might be in Nigeria and there was no one in authority at the premises. The Investigation Officer was unable to ascertain the position with respect to the firm's accounts. He was aware that the firm maintained a client account and was supposed to be holding substantial sums in client account.
  24. The Respondent had purported to act on behalf of a Ms ND in her purchase of a property at FCY. Funds to complete the purchase had been provided by a mortgage company following receipt by it of a Certificate of Title signed by the Respondent dated 2<sup>nd</sup> April 2007. On or about 4<sup>th</sup> April 2007 the mortgage company had sent the firm £265,456.00 by way of a mortgage advance. Completion never took place and the mortgage advance had not been returned to the mortgage company.
  25. On 18<sup>th</sup> May 2007 the firm acted for vendors in the sale of a property at AR. The purchaser's solicitors G & Co had remitted the balance of sale money to the firm and had relied upon the firm's undertaking to discharge the vendor's mortgage with his

mortgage company. The amount required to redeem the mortgage was approximately £180,000.00. The mortgage had not been redeemed.

26. On 5<sup>th</sup> November 2007 the Solicitors Regulation Authority ordered intervention and referred the Respondent's conduct to the Solicitors Disciplinary Tribunal. Intervention occurred on 7<sup>th</sup> November 2007 and the intervention agent found that the firm had a credit balance in client account of only £27,523.24.

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

27. The Applicant initially sought leave from the Tribunal to amend the allegations that had been made. He requested leave to delete the words "guilty of conduct unbecoming a solicitor" from the original application and he also sought to delete the words "Rule 1 of the Solicitors Practice Rules 1990 and" from allegation 3 and "Rule 1 of the Solicitors Practice Rules 1990 and" from allegation 8 (c). He also sought to delete allegation 7 as this allegation was repeated in the Supplementary Statement dated 27<sup>th</sup> September 2007.
28. The Tribunal considered the matter and granted the amendments requested.
29. There were a large number of allegations before the Tribunal and the Applicant submitted that the Respondent had acted to the detriment of his own professional reputation and also contrary to the Solicitors Practice Rules and the Solicitors Accounts Rules. He advised the Tribunal that Mr Rodney Gilbert had suffered from mental health issues and had provided proof of this. He had not attended the hearing in July 2008 and his practising certificate had been removed.
30. The Applicant invited the Tribunal to find that the Respondent had acted dishonestly and referred the Tribunal to the test of dishonesty contained in the case of *Twinsectra v Yardley*. The Tribunal were to consider whether the Respondent had acted dishonestly by the ordinary standards of reasonable and honest people and if so, was he himself aware that he was acting dishonestly. The Applicant submitted that the Tribunal was entitled to find dishonesty on the basis of the information provided which had been unchallenged by the Respondent. In particular, the sum of £265,456.00 which had been forwarded by way of a mortgage advance had not been returned to the relevant mortgage company and completion had not taken place in that transaction. There was then a further sum of £180,000 which could not be traced and the Applicant submitted that this information was sufficient to satisfy the test of dishonesty.
31. The Applicant also informed the Tribunal that the Respondent had been made bankrupt by an order dated 21<sup>st</sup> November 2007.
32. The Applicant also sought an order for his costs.

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

33. The Tribunal considered carefully the documentation and the submissions of the Applicant. In the absence of any evidence or submissions put forward by the

Respondent, the Tribunal was satisfied from the documentation available to it that all the allegations were substantiated.

34. Regarding the allegation of dishonesty, the Tribunal had considered the test laid down in the case of *Twinsectra v Yardley* and was satisfied that the Respondent's conduct would be regarded as dishonest by the ordinary standards of reasonable and honest people. The fact that there was clearly a shortage of £180,000.00 in client account which the Respondent had undertaken to use to redeem a mortgage, and further that the sum of £265,456.00 which had been forwarded by way of a mortgage advance was not returned to the mortgage company even though completion never took place was sufficient evidence that the Respondent himself must have realised by those standards his conduct was dishonest. The Respondent had a duty to lender clients to ensure their money was utilised for the purpose that it had been advanced and it was quite clear that he had failed to do this. Furthermore he had not returned the money to those lender clients when completion had not taken place. This was totally unacceptable conduct for a solicitor.
35. Breaches of the Solicitors Accounts Rules were also a very serious matter. The Respondent's accounting records had clearly been inadequate and the Tribunal noted that the Investigation Officer had found a shortage of £137,535.01 regarding a client reconciliation statement prepared by the Respondent, which purported to show the client account balanced at 30<sup>th</sup> November 2005. The Tribunal was particularly concerned that there appeared to be an unallocated personal payment on 26<sup>th</sup> October 2005 in the sum of £22,850.05 made to Propertywise.com, an estate agency of which the Respondent was a director. Furthermore, when the Respondent was questioned about this, he was unable to provide the Investigation Officer with any explanation regarding the circumstances of this transaction.
36. The Tribunal stressed that the Solicitors Accounts Rules were there to ensure that solicitors were handling clients' money properly and exercising proper stewardship. They also enabled The Law Society to fulfil its regulatory function and the Respondent's failure to comply with the Solicitors Accounts Rules was not acceptable. Furthermore, the fact that a sum of £445,456.00 appeared to have gone missing showed that the Respondent could not be trusted with clients' money and he had abused his fiduciary relationship and position of trust. He had severely damaged the reputation of the profession and it was right that he should be prevented from being a member of the profession and that the public should be protected from him. The Tribunal felt that the appropriate sanction was that the Respondent should be struck off.
37. Concerning the question of costs, the Tribunal noted that at the hearing in July 2008, when the four co-respondents had been dealt with, an order had been made for costs to be paid in the sum of £10,000.00 in total by the other Respondents. It was clear to the Tribunal from the evidence before it today that the majority of the costs incurred by the Applicant and the Authority were in relation to this Respondent Mr Olaitan, and indeed, the Tribunal noted from the previous findings dated 8<sup>th</sup> July 2008 that the other Respondents were found to have a lesser role in the matters before it. It was right that the Applicant should not be entitled to a double recovery of costs and accordingly the Tribunal ordered that the Respondent should pay the Applicant's

costs, but the sum of £10,000.00 should be deducted from those costs which was ordered to be paid by the other four co-respondents on 8<sup>th</sup> July 2008.

38. Accordingly, the Tribunal ordered that the Respondent, Ayoola Adebambo Olaitan of 395 Southwark Park Road, Bermondsey, London, SE16 2JH, solicitor, be Struck Off the Roll of Solicitors and it further Ordered that he do pay the costs of and incidental to this application and enquiry to be subject to a detailed assessment unless agreed between the parties to include the costs of the Investigation Accountant of the Law Society. Such costs to be less the sum of £10,000 which was ordered to be paid by Rodney Gilbert, Christine Agnes Douglas, Florence Oluwatoyin Oyebola and Doreen Elizabeth Powell on 8<sup>th</sup> July 2008.

Dated this 17th day of June 2009  
On behalf of the Tribunal

J N Barnecutt  
Chairman