

SOLICITORS DISCIPLINARY TRIBUNAL

IN THE MATTER OF THE SOLICITORS ACT 1974

Case No. 12451-2023

BETWEEN:

SOLICITORS REGULATION AUTHORITY LTD.

Applicant

and

LAWSON AKHIGBE

Respondent

Before:

Mrs C Evans (in the chair)

Mrs A Sprawson

Dr S Bown

Date of Hearing: 5 March 2024

Appearances

Victoria Sheppard-Jones, counsel of Capsticks LLP, 1 St George's Road, Wimbledon, London SW19 4DR for the Applicant.

The Respondent represented himself.

JUDGMENT

Allegations

1. The allegations against the Respondent, Lawson Akhigbe, made by the SRA are that;

False Representation

- 1.1 Between September 2018 and April 2019, he falsely represented to Mrs Sanni, and/or to GT Stewart Solicitors, and/or to the Clerkenwell and Shoreditch County Court that Kingsville Law Solicitors Limited were representing Mrs Sanni, when it was not.

In doing so, he breached any or all of Principles 2, 4 Sensitivity: General and 6 of the SRA Principles 2011 (“the Principles”) and failed to achieve Outcome 5.1 of the SRA Code of Conduct 2011 (“the Code of Conduct”)

PROVED

Practising outside the SRA’s Practice Framework

- 1.2 Between September 2018 and April 2019, he practised as a solicitor in breach of Rule 1.1 of the SRA Practice Framework Rules 2011 and thereby breached Principle 4 of the Principles.

PROVED

Failure to Progress Client Matter

- 1.3 Between September 2018 and April 2019, having accepted a fixed fee of £250.00, failed without reasonable excuse to take any or adequate steps to respond to GT Stewart’s bill of costs claimed against Mrs Sanni. In doing so, he thereby breached Principles 2, 4, 5 and 6 of the SRA Principles.

PROVED

Dishonesty

2. In addition, allegation 1.1 is advanced on the basis that the Respondent’s conduct was dishonest. Dishonesty is alleged as an aggravating feature of the Respondent’s misconduct but is not an essential ingredient in proving the allegations.

PROVED

Executive Summary

3. The Respondent denied all the allegations. He did not serve an Answer and he played no part in the substantive hearing, leaving during the Applicant’s opening of its case.
4. From correspondence the Respondent sent the Investigative Officer (IO) in the investigative stage he stated that he had acted for Mrs Sanni in his capacity as a consultant to Kingsville Law. He believed that the possession proceedings had been dealt with by a Consent Order, which he had sent to the parties. Thereafter he suffered

with ill health which had prevented him from dealing with the case and had prevented him from registering the case with Mr Gbadamosi of Kingsville Law.

5. The Tribunal found that this explanation did not bear scrutiny when contrasted with the evidence from Mrs and Mr Sanni, and Mr G Gbadamosi, upon which the Tribunal placed much weight.
6. Mrs Sanni had believed that the Respondent had been a solicitor at Kingsville Law, and she had been persuaded of this by false representations made to her by the Respondent backed up with letters sent by him to her purportedly bearing the style, address and SRA number of Kingsville Law.
7. The Tribunal found the factual matrix in respect of each allegation proved in full to the requisite standard, namely the balance of probabilities, along with all the cited Principles, and failure to achieve Outcome 5.1.

Sanction

8. The Respondent was struck off the roll of solicitors.

Documents

9. The Tribunal considered all the documents in the case which were contained in the electronic bundle.

Preliminary Matters

The Respondent's Presence at the Hearing

10. The Respondent did not serve an Answer and /or a statement of means.
11. In earlier correspondence the Applicant confirmed to the Tribunal that it had not had any contact with the Respondent since he attended at the Case Management Hearing on 8 November 2023. The Applicant had written to the Respondent on 14 February 2024 informing him of the substantive hearing and asking him whether he wished to cross-examine any of the SRA's witnesses. He was given a deadline of 21 February 2024 to inform the Applicant if he wished to cross-examine any of the witnesses. The Respondent did not respond to the Applicant's letter. Out of an abundance of caution the Applicant warned its witnesses that they may be required to give evidence.
12. In the event, the Respondent did attend at the start of the substantive hearing. The Respondent confirmed that whilst he did not accept any part of the allegations, he would not be actively contesting the matters other than to state a general denial of all the allegations.
13. The Respondent said that had been unwell and he had suffered a family bereavement, the loss of his father, which had affected him to the extent that he had not been able to comply with the directions or engage in the proceedings.

14. The Respondent said, notwithstanding his inability to engage hitherto, he wished for matters to proceed on the basis that he would not take an active part. The Respondent said that out of respect for the Tribunal he was content for the Tribunal to hear the evidence presented to it by the Applicant and make its decision as he wished for matters to be ended
15. Ms Sheppard Jones said that given this indication by the Respondent the Applicant's witnesses would not be called to give live evidence, subject to the Tribunal's wish to hear their direct evidence.
16. The Tribunal indicated that it did not require live evidence. However, the Chair explained to the Respondent that if during the opening of the case by Ms Sheppard Jones he changed his mind then he would be given the opportunity to cross-examine witnesses and give evidence, albeit it was noted that he had not served an Answer.
17. At a point during Ms Sheppard Jones' opening, and following a short adjournment, the Respondent stated that he would not remain online to follow the case any further as he was feeling unwell, and his blood pressure was too high. He apologised to the Tribunal and did not wish to show it any disrespect. The Respondent explained that he could not engage further despite the fact these were matters which required a robust defence. He said that when he had received e-mails from the Tribunal and or the SRA, he had adopted an '*ostrich mentality*' and buried his head in the sand. He just wished this matter to be over.
18. The Respondent confirmed that he wished for the substantive hearing to proceed in his absence.
19. The Chair said this was a matter for him and he was welcome to remain but with his camera off and microphone muted if this would assist him. If he did choose to leave, then the hearing would continue, and the clerk to the Tribunal would update the Respondent by e-mail on any developments so that he could choose to return at any time to represent himself or merely observe.
20. The Respondent left the hearing and ended his Zoom call with the Tribunal.
21. The Chair stated for the record that a formal application by the Applicant to proceed in the Respondent's absence was not strictly required given that the Respondent had obviously been aware of the hearing and its purpose; that he had made no application to adjourn the hearing and he had had positively entreated the Tribunal to continue in his absence. The Respondent had therefore voluntarily absented himself and the substantive hearing would continue in his absence as adjourning the matter would likely not achieve his attendance. It was a matter for him as to whether he wished to re-join at any time before the substantive hearing was concluded.
22. The Tribunal was satisfied that it was appropriate and in the public interest for the hearing to proceed in the Respondent's absence.
23. Ms Sheppard Jones continued with the opening. The Respondent did not re-join the hearing.

Factual Background

24. The Respondent was a solicitor having been admitted to the Roll on 3 December 2007. He held a current unconditional practising certificate.
25. The Respondent last practised as a locum solicitor at Sellick Partnership Group Limited, an authorised non-SRA firm, between 1 August 2018 and 18 January 2019.
26. The Respondent was a director of Kingsville Law between 15 November 2016 and 1 September 2017. The Respondent's position at Kingsville Law is a central issue in relation to allegations 1.1 and 1.2.
27. Mr Gbadamosi, the Principal Solicitor of Kingsville Law, provided a statement to the SRA, stating that the Respondent was a Consultant for Kingsville Law until the end of 2016, when he left after Mr Gbadamosi objected to the Respondent seeking to '*abrogate roles to himself*'.
28. The conduct in this matter came to the attention of the SRA on 28 May 2019 when it received a complaint from Peter Thompson Solicitors on behalf of Mrs Sanni, in respect of the standard of service provided by Kingsville Law.
29. The complaint stated that the firm had failed to represent Mrs Sanni at court in relation to possession proceedings and had failed to challenge the costs order made against her, despite having agreed to do so. The complaint advised that the Respondent had been the case handler.
30. Having investigated the matter, the SRA served the Notice Recommending Referral to the Tribunal on the Respondent on 14 July 2022,
31. The Respondent did not wish to provide any representations to the Notice.
32. On 1 November 2022, an Authorised decision Maker of the SRA decided to refer the conduct of the Respondent to the Tribunal.

Witnesses

33. No live evidence was called.
34. The evidence referred to will be that which was relevant to the findings of the Tribunal, and to facts or issues in dispute between the parties. For the avoidance of doubt, the Tribunal read all of the documents in the case. The absence of any reference to particular evidence should not be taken as an indication that the Tribunal did not read, hear, or consider that evidence.

Findings of Fact and Law

35. The Applicant was required to prove the allegations on the balance of probabilities. The Tribunal had due regard to its statutory duty, under section 6 of the Human Rights Act 1998, to act in a manner which was compatible with the Respondent's right to a

fair trial and have respect for their private and family life under Articles 6 and 8 of the European Convention for the Protection of Human Rights and Fundamental Freedoms.

36. Following receipt of the complaint, the SRA's Investigation Officer ("IO"), emailed Kingsville Law 27 June 2019 attaching a copy of the complaint. Kingsville Law replied on the same day and advised that the firm had no record of any instruction from Mrs Sanni and further that the Respondent had left the firm

"over three years ago" and that any action "taken by him purporting to be from this firm is clearly unauthorised and unlawful."

37. Mr Gbadamosi's witness statement dated 1 March 2023 confirmed the information provided to the SRA on 27 June 2019. It was the information from Kingsville Law that put the SRA on notice that the Respondent had not been working for the firm at the time he accepted instructions from Mrs Sanni.
38. Mr and Mrs Sanni provided witness statements dated 13 March 2023 and 8 March 2023 respectively, setting out the nature of Mrs Sanni's instructions to the Respondent, the fees that were paid to him and their complaints that the Respondent failed to represent Mrs Sanni adequately or at all. Those complaints gave rise to allegation 1.3.
39. Mrs Sanni's said that she believed that the Respondent was employed at Kingsville Law, and she set out as exhibits the documents provided to her by the Respondent which used the name of the firm.
40. Mr Patel is a solicitor, who at the time of the alleged misconduct worked for GT Stewart Solicitors. He acted for the proposed evictee, Client A, to possession proceedings commenced by Mrs Sanni. In his written evidence he set out his communications with the Respondent in relation to the case and his understanding that the Respondent represented Mrs Sanni. Mr Patel has exhibited documentation which also showed that the Respondent used the name of the firm when corresponding with GT Stewart and the Clerkenwell and Shoreditch County Court in relation to Mrs Sanni's matter.
41. Ms Sheppard-Jones said it was the use of Kingsville Law's name in relation Mrs Sanni's matter that gave rise to allegation 1.1. Whilst allegation 1.2 captured the mischief of the Respondent's failure to practice within the SRA Practice Framework Rules.
42. The Respondent stated in correspondence with the SRA dated 21 October 2020 that he was a consultant for Kingsville Law at the time he acted for Mrs Sanni and was therefore entitled to use their name in correspondence. He stated that he secured a Consent Order in relation to the possession proceedings but that he was unable to continue to act for Mrs Sanni after October 2018 due to his documented ill health, about which he had told Mrs Sanni. The Respondent did not wish to provide representations to the Notice Recommending Referral to the Tribunal.
43. Ms Sheppard-Jones set out the detail of the allegations as below.
44. **Allegation 1.1 – [falsely represented that Kingsville Law represented Mrs Sanni]**

- 44.1 Mrs Sanni is the owner of residential property, Property A (“the property”). In 2011 she leased the property to Client A. The lease expired after twelve months but Client A remained in occupation. In 2016, Mrs Sanni agreed a twelve-month lease over the property with SCAA Limited, who in turn sublet the property to Client A.
- 44.2 At the beginning of 2018, Mrs Sanni commenced possession proceedings against SCAA Limited (named as SCAN Limited in the proceedings). On 24 July 2018, at the Clerkenwell and Shoreditch County Court, District Judge Hayes made an Order for possession, which required SCAA Limited to give possession by 7 August 2018.
- 44.3 However, on 5 September 2018, Client A’s solicitors, GT Stewart, applied to the Court to set aside the Order made by DJ Hayes on the basis that Client A was the genuine tenant not SCAA Limited. GT Stewart provided the managing agent of the property, Focus Properties, with a copy of the application.
- 44.4 Mrs Sanni instructed the Respondent to act for her in relation to the application made by GT Stewart. Mrs Sanni states that the Respondent was recommended and introduced to her by Mr Balogun of Focus Properties.
- 44.5 On 23 September 2018, Mrs Sanni signed an instruction to act and a consent to release personal details form provided to her by the Respondent. The form was on Kingsville Law headed paper.
- 44.6 A fee of £1000.00 was agreed between Mrs Sanni and the Respondent for the Respondent’s services. It was agreed that Mrs Sanni would pay £600.00, and Mr Balogun would pay the remaining £400.00. An invoice dated 24 September 2018, on Kingsville Law headed paper was provided to Mrs Sanni for £600.00 in respect of
- “Advice and attendance to defending a housing application notice”.*
- 44.7 On the same date Mr Sanni transferred £600.00 into the Respondent’s personal account.
- 44.8 Mrs Sanni did not ask the Respondent who he worked for. However, because of the instruction and consent form, and the invoice provided by the Respondent to Mrs Sanni, she believed that the Respondent worked for Kingsville Law.
- 44.9 Following instructions from Mrs Sanni, the Respondent sought advice from Counsel, Mr Choudhury on 25 September 2018. Mr Choudhury advised that the possession proceedings ought to have been issued by Mrs Sanni against Client A not SCAA Limited. He prepared and provided the Respondent with a draft Consent Order, to try and avoid a contested hearing.
- 44.10 On 26 September 2018, the Respondent emailed Mrs Sanni from email address admin@lawakhigbe.com with the subject heading

“Proposed consent order”.

The email attached a Draft Consent Order and a letter, erroneously dated 2 August, setting out the advice received from Counsel.

44.11 Mr Sanni replied to the Respondent's email on the same date and asked whether the court proceedings were still going ahead. He was advised by the Respondent that he and his wife need not attend the hearing because the Respondent was settling the matter with the other party.

44.12 The hearing was listed at the Clerkenwell and Shoreditch County Court for 27 September 2018. The Respondent emailed and faxed a letter dated 27 September 2018, on Kingsville Law headed paper, to Mr Patel of GT Stewart and to the Clerkenwell and Shoreditch County Court seeking vacation of the hearing of

"28 September 2018"

by way of consent. The letter stated that

"we had today at 4pm offered to agree a vacation of the scheduled hearing for 28 September 2018."

44.13 The letter attached a proposed Consent Order.

44.14 Ms Sheppard -Jones explained that neither the original email nor fax confirmation sending the letter were now available and it was unclear on what date the letter was sent, given the confusion surrounding the dates. However, an attendance note of Joy Gribbin of GT Stewart who attended the hearing on 27 September 2018, stated that she received a call from Mr Patel whilst at Court, who said that he had received another call from the Respondent, further to the call and fax of *"last night"*, which tended to suggest that despite the dates on the letter, the Respondent did send it on the 26 September, the day before the hearing.

44.15 In his witness statement, Mr Patel stated that he could not now recall whether he received the email or fax from the Respondent but that in any event the letter was too late as the hearing was fixed for 27 September 2018. Mr Patel confirmed that he did receive a telephone call from the Respondent on 27 September 2018. His attendance notes of that call recorded that the Respondent said

"they will not attend today. They have written to the Court saying will dismiss PO and pay our costs."

44.16 The Respondent and Mrs Sanni did not attend the hearing at which DJ Hayes set aside the possession proceedings and ordered that Mrs Sanni pay Client A's costs. DJ Hayes had not seen the correspondence from the Respondent and did not deal with the matter by way of the proposed Consent Order.

44.17 On 16 October 2018, the Respondent sent Mr Patel and the Clerkenwell and Shoreditch County Court a further letter on Kingsville Law headed paper requesting that the eviction warrant should not be executed due to the Consent Order that had been agreed between the parties. It is unclear why the Respondent believed there to be a live eviction warrant in place or why he failed to appreciate that the hearing had not been dealt with by way of a Consent Order.

44.18 Mr Patel stated that the Respondent did not directly advise him as to whether he worked for a firm or was self-employed but that having reviewed the papers sent to him by the Respondent, he believed the Respondent worked for Kingsville Law.

44.19 Mr Gbadamosi, Principal Solicitor of Kingsville Law, provided a witness statement in which he stated that the Respondent assisted with the formation of the Firm in 2016 and that it was intended that the Respondent would provide consultancy services to the Firm. However, the Respondent did not in fact register any work and his association with the Firm ended toward the end of 2016, when the Respondent sought to abrogate roles to himself that were not agreed with Mr Gbadamosi, and which were

'subsequently corrected'.

44.20 Ms Sheppard Jones said that Companies House records showed that the Respondent became a Director of the Firm between 15 November 2016 and 1 September 2017, which appeared consistent with Mr Gbadamosi's account that the Respondent sought to abrogate roles to himself at the end of 2016. SRA records, which are based upon information provided by the Respondent, showed that the Respondent was employed by Kingsville Law only between 15 November 2016 and 23 February 2017.

44.21 There was, therefore, no evidence to support the Respondent's assertion that he was a consultant during the period in 2018 to 2019, when he acted for Mrs Sanni.

44.22 Mr Gbadamosi stated that having reviewed the Firm's case management system there was no record of the Firm having ever acted for a Mrs Sanni. Furthermore, Mr Gbadamosi provided examples of Kingsville Law's letter header both pre and post 2018, neither of which matched the logo on the purported Kingsville Law letter header used by the Respondent in his correspondence with Mrs Sanni. However, the Firm's address and SRA number on that letter were correct.

44.23 Mr Gbadamosi confirmed that if the Respondent was a consultant to the Firm, he would have been provided with a Firm email account of "[*firstname.Surname*]@kingsvillelaw.co.uk. Mr Gbadamosi said that the contact details he had for the Respondent included an email address of admin@lawakhigbe.com which matched the email address the Respondent used to correspond with the Sannis', GT Stewart and the Court.

44.24 Ms Sheppard-Jones said it was evident from the statement and exhibits of Mr Gbadamosi that the Respondent was neither employed nor providing consultancy services to the Firm in September 2018 to April 2019, when he accepted instructions from Mrs Sanni. Therefore, the following documentation provided by the Respondent was misleading, in that it falsely represented that Kingsville Law was representing Mrs Sanni, when it was not:

- i. Instruction and consent form dated 23 September 2018
- ii. Invoice to Mrs Sanni dated 24 September 2018
- iii. Letter to Mr and Mrs Sanni erroneously dated 2 August 2018

- iv. Letter to Mr Patel of GT Stewart and to the Clerkenwell and Shoreditch County Court dated 27 September 2018
- v. Letter to Mr Patel and to the Clerkenwell and Shoreditch County Court dated 16 October 2018

Respondent's Representations

- 44.26 In correspondence with the IO, the Respondent stated that he set up Kingsville Law in 2016 with Mr Gbadamosi and one other. He stated that he resigned as a Director in 2017 but remained on a consultancy basis until 2019.
- 44.27 He stated that he was not provided with an email address by the Firm and that that he would inform Mr Gbadamosi if he received any instructions. However, in respect of Mrs Sanni's matter, he did not get around to advising Mr Gbadamosi of the instructions because he was hospitalised from 29 September 2018 until 8 October 2018. He stated that he was further admitted to hospital on 29 November 2018 and discharged on 7 December 2018, whereupon he spent the next three months attending to his health. The Respondent was not asked by the IO and therefore he did not comment on the difference between the letter header he used and that provided by Mr Gbadamosi.
- 44.28 The Respondent did not wish to provide representations to the Notice.

Breach of Principles and Code of Conduct

- 44.29 *Principle 2 SRA Principles 2011 (integrity)*
By falsely representing to his client, GT Stewart, and the Court that Kingsville Law were instructed to act for Mrs Sanni, when it was not, the Respondent failed to act with integrity, i.e. with moral soundness, rectitude, and steady adherence to an ethical code. In Wingate v Solicitors Regulation Authority v Malins [2018] EWCA Civ 366, it was said that integrity connotes adherence to the ethical standards of one's own profession.
- 44.30 A solicitor acting with integrity would not have represented to the parties and the Court that a particular law firm was instructed to act for the client unless that was the true position. The Respondent knew that Kingsville Law was not instructed to act for Mrs Sanni and that by using a letter header with the Firm's details on it, the parties and Court were likely to be misled into believing that the Firm was representing the client, and that the Respondent was therefore affiliated to the Firm.
- 44.31 There was no such affiliation, and the Respondent was simply using the name and details of the Firm to give the impression that he was working for a law firm. Mrs Sanni and Mr Patel have both confirmed that they assumed that the Respondent did work for Kingsville Law, on the basis of the documentation provided by the Respondent.
- 44.32 The Respondent therefore breached Principle 2 of the SRA Principles 2011.
- 44.33 *Principle 4 SRA Principles 2011 (client's best interests)*
- 44.34 The Respondent failed to act in the best interests of his client, Mrs Sanni, by providing her with documentation that falsely represented that her matter was being handled by

Kingsville Law when it was not. Had Mrs Sanni known that in fact the Respondent was not affiliated to the Firm, she may have wished to query who he worked for and/or the basis upon which he was able to provide her with legal services.

- 44.35 The impact on Mrs Sanni of the Respondent not practising within the regulatory framework at the time of her instructions, are dealt with in allegation 1.2. However, for the purposes of this allegation, it was not in the best interests of the client for the Respondent to have misled Mrs Sanni into believing that he worked for Kingsville Law when that was not the case, because as the client she was entitled to know the true basis upon which she was instructing the Respondent.
- 44.36 Accordingly, the Respondent has breached Principle 4 of the SRA Principles 2011.
- 44.37 *Principle 6 SRA Principles 2011 (public trust)*
- 44.38 The conduct alleged also amounted to a breach by the Respondent of the requirement to behave in a way which maintains the trust placed by the public in them and in the provision of legal services. Public confidence in the Respondents, in solicitors and in the provision of legal services is likely to be undermined by the Respondent's actions in falsely representing to his client, the opposing solicitors and the Court, that a particular firm were instructed to act for the client when that was not the case.
- 44.39 The Respondent therefore breached Principle 6 of the SRA Principles 2011.
- 44.40 *Outcome 5.1 (you do not attempt to deceive or knowingly or recklessly mislead the court)*
- 44.41 By sending to the Clerkenwell and Shoreditch County Court the letters dated 27 September 2018 and 16 October 2018 on Kingsville Law headed paper, with the address and SRA number of Kingsville Law on it, the Respondent was falsely representing to the Court that the Firm was instructed to act for Mrs Sanni, when that was not the case. The Respondent had no affiliation to the Firm by September 2018 and October 2018 and the Respondent was not entitled to use the Firm's name in the manner that he did. Accordingly, the Respondent's actions were an attempt by him to mislead the Court in its understanding of which Firm was representing Mrs Sanni.
- 44.42 The Respondent therefore failed to achieve Outcome 5.1 of the Code of Conduct.

Dishonesty

- 44.43 The Applicant relies upon the test for dishonesty stated by the Supreme Court in Ivey v Genting Casinos [2017] UKSC 67, which applies to all forms of legal proceedings, namely that the person has acted dishonestly by the ordinary standards of reasonable and honest people:

“When dishonesty is in question the fact-finding tribunal must first ascertain (subjectively) the actual state of the individual's knowledge or belief as to the facts. The reasonableness or otherwise of his belief is a matter of evidence (often in practice determinative) going to whether he held the belief, but it is not an additional requirement that his belief must be reasonable; the question is

whether it is Sensitivity: General genuinely held. When once his actual state of mind as to knowledge or belief as to facts is established, the question whether his conduct was honest or dishonest is to be determined by the factfinder by applying the (objective) standards of ordinary decent people. There is no requirement that the defendant must appreciate that what he has done is, by those standards, dishonest.”

44.44 At the time that the Respondent utilised documentation that falsely represented that Kingsville Law were acting for Mrs Sanni, he knew or believed the following matters:

- i. He was not employed by Kingsville Law
- ii. He was not providing consultancy services to Kingsville Law
- iii. The letter header he used on the documentation provided to the parties was not obtained from Kingsville Law
- iv. Kingsville Law were not representing Mrs Sanni
- v. He did not have authority to represent that Kingsville Law did represent Mrs Sanni
- vi. By using the name Kingsville Law in documentation provided to the parties and the Court, he was likely to mislead them into believing that Kingsville Law were acting for Mrs Sanni

44.45 In those circumstances, the Respondent was dishonest by the standards of ordinary decent people.

The Respondent’s Case

44.46 The Respondent did not engage in the proceedings and did not serve an Answer to the allegations. The Respondent’s position with respect to this allegation was not known save for those matters he had set out in correspondence with the IO, as set out above.

The Tribunal’s Findings

44.47 The Tribunal reminded itself with respect to all the allegations that the Applicant must prove its case on the balance of probabilities.

44.48 The Tribunal carefully considered the evidence it had heard and observed that its task in determining the allegations was made more difficult in circumstances where the Respondent had not engaged in the proceedings and had presented no evidence in his case.

44.49 The Tribunal recognised that the Respondent was not bound to prove that he did not commit the alleged acts and that great care must be taken to avoid an assumption (without sufficient evidence) of any deliberate failure or act on the Respondent’s part.

44.50 However, in circumstances where the Respondent had not served an Answer, as he had been required to do, the Tribunal was entitled under Rule 33 of the SDPR 2019 draw

an adverse inference from his failure to serve an Answer or give evidence at a substantive hearing or submit himself to cross-examination.

- 44.51 The Tribunal took into account the position the Respondent had chosen to adopt, from which it would draw the inferences it considered appropriate.
- 44.52 In relation to the circumstances of this case the most obvious inference to draw was that the Respondent had no answer to the allegations and the representations which he had set out in correspondence with the IO did not bear any close scrutiny.
- 44.53 The evidence of Mr Gbadamosi and Mrs Sanni had been unchallenged. Both individually and collectively their evidence had been persuasive and to which the Tribunal attached considerable weight along with the evidence relating to different letter heads genuinely used by Kingsville Law and the letter head on correspondence received by Mrs Sanni from the Respondent.
- 44.54 If the Respondent had been a *bona fide* representative of Kingsville Law as he had said, it would not have been an unreasonable expectation to suppose that he would have paid any money for fees into the firm's office or client bank account, however, he did neither. Instead, he paid the money directly into his own bank account. He appeared never to have accounted for receipt of this money to Mr Gbadamosi or the firm nor ensured that a file was opened with respect to Mrs Sanni's matter on the case management system.
- 44.55 When viewing all the evidence the Tribunal found the factual matrix proved on the balance of probabilities.
- 44.56 The Tribunal proceeded to consider whether on the basis of its factual findings the Respondent had breached any, or all, of Principle 2, 4 and 6 of the Principles 2011 and failed to achieve Outcome 5.1 the Code of Conduct.
- 44.57 In very large measure the factual matrix spoke for itself, and the Tribunal adopted the reasoning as set out by the Applicant regarding the breaches of the cited Principles and failure to achieve Outcome 5.1 all of which it found proved.
- 44.58 With respect to the aggravating feature of dishonesty, the Tribunal applied the test set out in *Ivey* and the Tribunal first ascertained (subjectively) the actual state of the Respondent's knowledge or belief as to the facts, noting that the reasonableness or otherwise of his belief was a matter of evidence but it was not an additional requirement, and the question was whether it was genuinely held. When his actual state of mind as to knowledge or belief as to facts was established, the question as to whether his conduct was honest or dishonest was to be determined by the (objective) standards of ordinary decent people.
- 44.59 The Tribunal observed that due to the position adopted by the Respondent it was difficult to establish whether or not his knowledge or belief of the facts was or was not reasonable or indeed genuinely held. However, at the time that the Respondent utilised documentation that represented that Kingsville Law were acting for Mrs Sanni, it was clear that he must have known or believed the following matters:
- i. He was not employed by Kingsville Law

- ii. He was not providing consultancy services to Kingsville Law
- iii. The letter header he used on the documentation provided to the parties was not obtained from Kingsville Law
- iv. Kingsville Law were not representing Mrs Sanni
- v. He did not have authority to represent that Kingsville Law did represent Mrs Sanni
- vi. By using the name Kingsville Law in documentation provided to the parties and the Court, he was likely to mislead them into believing that Kingsville Law were acting for Mrs Sanni

44.60 In those circumstances, the Tribunal concluded that the Respondent was dishonest by the standards of ordinary decent people.

44.61 Allegation 1.1 was found proved in full to the requisite standard of proof, namely on the balance of probabilities, this included the factual matrix, the breaches of the cited Principles and failure to achieve Outcome 5.1, and the aggravating feature of dishonesty.

45. Allegation 1.2 – practised as a solicitor in breach of Rule 1.1 of the SRA Practice Framework Rules 2011

45.1 Rule 1.1 of the Practice Framework Rules sets out the ways in which solicitors may practice as a solicitor in England and Wales. The list is exhaustive and if a solicitor is not practising within that framework, then they are practising in breach of the Regulatory framework.

45.2 Rule 9.2 (a) of the SRA Practice Framework Rules states that an individual will be practising as a solicitor if they are involved in legal practice and their involvement depends on them being a solicitor.

45.3 Legal practice includes not only the provision of legal advice or assistance, or representation in connection with the application of the law or resolution of legal disputes, but also the provision of other services such as are provided by solicitors, pursuant to Rule 9.3 of the Practice Framework Rules.

45.4 The conduct of litigation is a reserved legal activity pursuant to section 12 of the Legal Services Act 2007, which can only be carried out by authorised persons.

45.5 Ms Sheppard Jones said that at the time the Respondent accepted instructions from Mrs Sanni, he was no longer affiliated to Kingsville Law in any capacity. Mr Gbadamosi stated that the Respondent left the practice in 2016 having never provided any consultancy services. Companies House records showed that he held a directorship but that ended in 2017. SRA records showed the Respondent as employed by Kingsville Law between 15 November 2016 and 23 February 2017. Therefore, despite the use of Kingsville Law's details on documentation related to Mrs Sanni's case, the Respondent was not in fact working for the Firm in any capacity in 2018.

- 45.6 Furthermore, SRA records showed that the Respondent was not a sole practitioner of a recognised sole practice.
- 45.7 The only firm the Respondent was affiliated to in September 2018 was the Sellick Partnership, for whom SRA records showed that the Respondent was registered as a locum. However, the Respondent did not hold himself out in Mrs Sanni's matter as working for that firm.
- 45.8 The Respondent held himself out in Mrs Sanni's matter as acting in connection with Kingsville Law. Under that guise he practised as a solicitor in Mrs Sanni's case by providing her with legal advice in respect of the possession order litigation.
- 45.9 Accordingly, the Respondent practised as a solicitor, in breach of Rule 1.1.

Respondent's Representations

- 45.10 In correspondence with the IO, the Respondent stated that he was a consultant to Kingsville Law at the time he represented Mrs Sanni. He advised the IO that as such he was entitled to practise as a solicitor and was compliant with Rule 1.1

Breach of Principles

- 45.11 *Principle 4 SRA Principles 2011 (client's best interests)* By practising in breach of the regulatory framework, the Respondent failed to act in the best interests of his client, Mrs Sanni. Mrs Sanni was entitled to expect that the solicitor she instructed was practising within their regulatory framework and accordingly that she was protected within that framework. Had the Respondent been working for Kingsville Law, Mrs Sanni would have had recourse to the benefits provided by the firm for example, its insurance, and its complaints procedure. In the alternative, if the Respondent had been practising within another way permitted by the Rules, Mrs Sanni would have had similar protections. The Respondent did not have the safeguards for clients that he would have had if he had been practising within the Rules. Accordingly, the Respondent breached Principle 4 of the Principles.

The Respondent's Case

- 45.12 The Respondent did not engage in the proceedings and did not serve an Answer to the allegations. The Respondent's position with respect to this allegation was not known save for those matters he had set out in correspondence with the IO, as set out above.

The Tribunals' Findings

- 45.13 Further to the observations it had made in relation to Allegation 1.1 the Tribunal noted that Allegation 1.2 pivoted on whether the Respondent had been a consultant for Kingsville Law.
- 45.14 By its factual findings on Allegation 1.1 the Tribunal did not find that the Respondent had been a consultant for Kingsville Law, nor had he been a sole practitioner, nor a solicitor or consultant in any other firm. It followed therefore that the Respondent had been practising in breach of the Regulatory framework.

- 45.15 The Tribunal found the factual matrix of Allegation 1.2 proved on the balance of probabilities.
- 45.16 The Tribunal proceeded to consider whether on the basis of its factual findings the Respondent had breached Principle 4 of the Principles 2011.
- 45.17 Again, the Tribunal found this had been a breach of Principle 4 and it adopted the reasoning as set out by the Applicant.
- 45.18 Allegation 1.2 was found proved in full to the requisite standard of proof, namely on the balance of probabilities, this included the factual matrix and the breach of Principle 4.
46. **Allegation 1.3 – failed without reasonable excuse to take any or adequate steps to respond to GT Stewart’s bill of costs**
- 46.1 On 3 October 2018, Mr Patel emailed the Respondent and advised him of the outcome of the hearing. He further advised that he would
- “send you our costs schedule shortly.”*
- 46.2 Mrs Sanni stated that she received a copy of GT Stewart’s costs bill in the post, which set out that she owed £7,667.00 in costs. Mrs Sanni forwarded a copy of the bill to the Respondent, who called Mrs Sanni and told her that he would contact GT Stewart and challenge the bill, as they should never have gone to Court and therefore their costs were unreasonable. The Respondent further emailed Mrs Sanni on 4 December 2018, to state that he had sent the bill of costs to a cost’s draftsman for an expert view.
- 46.3 On 10 December 2018, Mrs and Mr Sanni met with the Respondent at Kings Cross station, where he advised them that they could either dispute the costs themselves or instruct him to dispute the costs which would cost £250.00. Mrs Sanni agreed to engage the services of the Respondent. The Respondent demanded that the money be paid the same day, whereupon Mr Sanni has confirmed that he withdrew £250.00 in cash and handed it to the Respondent.
- 46.4 Despite paying the Respondent £250.00 to dispute the bill of costs, Mrs Sanni states that the Respondent failed to take any steps to dispute the bill and she received a letter from the Court confirming that costs had been awarded in full to GT Stewart.
- 46.5 Mrs and Mr Sanni attempted to contact the Respondent via the telephone and text message after 10 December 2018, through to April 2019. The Respondent did reply to Mr Sanni on occasions, but he failed to provide any update to either Mr Sanni or Mrs Sanni in respect of the bill of costs.
- 46.6 Ms Sheppard Jones said that the text messages referred to the Respondent’s ill health during the period, but at no point did he return the £250.00 and/or advise Mrs Sanni that he could not act for her as instructed.

- 46.7 On 3 May 2019, GT Stewart wrote to Mrs Sanni regarding her failure to pay the bill of costs and enclosed an application for a charging order and an interim charging order against the property. Mrs Sanni subsequently instructed Peter Thompson solicitors to agree to a payment arrangement with GT Stewart to satisfy the bill.
- 46.8 Having accepted £250.00 in order to challenge the bill of costs, the Respondent failed to take any or any adequate steps to do so.

Respondent's Representations

- 46.9 The Respondent relied on his ill health at the end of 2018 as the reason why he did not progress the costs matter. He stated that he advised Mrs Sanni to instruct alternative legal representation. He has provided the IO with medical evidence which confirmed that he was admitted to hospital during the following periods:
- i. Between 28 September and 8 October 2018
 - ii. Between 29 November and 7 December 2018
 - iii. On 28 December 2018 for tests
- 46.10 However, save for tests on 28 December 2018, the Respondent was not in hospital after he accepted £250.00 to act on the costs dispute. Furthermore, he did not seek to return the instructions or refund the £250.00. Therefore, despite his ill health he was instructed to act for Mrs Sanni and accepted a fee to do so.

Breach of Principles

Principle 2 (integrity)

- 46.11 By failing to take any or any adequate steps to challenge the bill of costs, the Respondent failed to act with integrity, i.e. with moral soundness, rectitude and steady adherence to an ethical code see Wingate v Solicitors Regulation Authority v Malins cited above.
- 46.12 A solicitor acting with integrity would not have accepted instructions and a fixed fee of £250.00 from a client and then failed to provide any or any adequate service. The Respondent did not seek to challenge the bill of costs, despite assurances that he would. He has stated that his ill health prevented him from doing so, but if that were the case then he ought to have returned the instructions and refunded the fee.
- 46.13 The text messages between the Respondent and Mr Sanni do not show that the Respondent was advising Mr and Mrs Sanni to seek alternative representation due to his ill health. The text messages show that the Respondent effectively kept putting Mr and Mrs Sanni off instead of providing them with any information. As a result of the Respondent's misconduct, Mrs Sanni was not given the opportunity to challenge the costs bill. She eventually did have to instruct further solicitors to enter into a payment arrangement with GT Stewart.

46.14 Accordingly, the Respondent has breached Principle 2 of the SRA Principles.

Principle 4 (client's best interests)

46.15 The Respondent failed to act in Mrs Sanni's best interests. He accepted her instructions to act on the bill of costs and accepted a fixed fee for doing so. However, he failed to take any steps or any adequate steps to fulfil his obligations. As a result, Mrs Sanni had to pay the costs in full, and had to instruct further solicitors to seek a payment arrangement for her.

46.16 The Respondent has thereby breached Principle 4 of the SRA Principles.

Principle 5 (proper standard of service)

46.17 It follows, that in failing to take any steps or any adequate steps to challenge the bill of costs, the Respondent did provide a proper standard of service to Mrs Sanni. Mrs Sanni paid for a service and provided instructions to the Respondent to challenge the bill of costs. The Respondent failed to undertake those instructions. If it was the case that he was too unwell to provide the service, he should have returned the instructions and the fee.

Principle 6 (public trust)

46.18 The Respondent's conduct undermined public trust in him as a solicitor and in the profession. The public expect solicitors to carry out their client's instructions, and to fulfil their obligations, especially in circumstances where a fee has been paid. The public would expect a solicitor to return instructions and potentially fees if it became apparent that the service could no longer be provided.

46.19 The Respondent has therefore breached Principle 6 of the SRA Principles.

The Tribunal's Findings

46.20 The Tribunal noted that the evidence of Mr and Mrs Sanni was unchallenged, and it put great weight upon their evidence. The Tribunal found that the Respondent had taken £250 from Mrs Sanni and had done nothing to further her case thereafter.

46.21 The fact that the Respondent had arranged to meet Mr and Mrs Sanni at Kings Cross station and that he had demanded immediate payment in cash was also indicative that the Respondent was not dealing with Mrs Sanni in a normal businesslike way.

46.22 The texts Mr and Mrs Sanni produced were contemporaneous to the events in question and very illustrative. The texts clearly set out the lengths the Respondent went to in order to delay dealing with Mr and Mrs Sanni and to avoid the difficult questions they were asking of him. The texts also showed the level of trust which Mr and Mrs Sanni had placed in the Respondent.

46.23 The Tribunal found the factual matrix of Allegation 1.3 proved on the balance of probabilities.

- 46.24 The Tribunal proceeded to consider whether on the basis of its factual findings the Respondent had breached any, or all, of Principles 2, 4, 5 and 6 of the Principles 2011.
- 46.25 Again, having found the facts made out the Tribunal could do no better than adopt the reasoning set out by the Applicant. For those reasons therefore it found on the balance of probabilities, the Respondent's conduct to have been a breach of the cited Principles.
- 46.26 Allegation 1.3 was found proved in full to the requisite standard of proof, namely on the balance of probabilities, this included the factual matrix and the breach of Principles 2, 4, 5 and 6 of the Principles 2011.

Previous Disciplinary Matters

47. There was one previous finding.
48. On 3 October 2012, the Tribunal made the following findings against the Respondent and/or his former firm, Akhigbe & Akhigbe which closed on 31 October 2011:
49. The Respondent and/or his former firm provided inaccurate information in respect of an application for admission to the Roll.
- His former firm failed to comply with directions from an adjudicator.
 - His former firm failed to co-operate with the SRA.
 - His former firm failed to comply with an order of the court.
50. The Tribunal ordered Akhigbe & Akhigbe to pay a fine of £6,000 and made a costs order of £16,000 for which the firm and the Respondent were jointly and severally liable.

Mitigation

51. None

Sanction

52. The Tribunal first had regard to the observation of Sir Thomas Bingham MR (as he then was) in Bolton v Law Society [1994] 1 WLR 512 that the fundamental purpose of sanctions against solicitors was:

“to maintain the reputation of the solicitors’ profession as one in which every member, of whatever standing, may be trusted to the ends of the earth”.

53. The Tribunal considered the Guidance Note on Sanction (10th Edition June 2022) (“the Sanctions Guidance”). The Tribunal assessed the seriousness of the misconduct by considering the level of the Respondent's culpability and the harm caused, together with any aggravating or mitigating factors.

54. In assessing culpability, the Tribunal found that the motivation for the Respondent was one of personal and financial self-interest to obtain an income stream for himself.
55. The Respondent's actions were not spontaneous, on the contrary, he had pursued a considered and calculated path in which he caused his client (Mrs Sanni), the court, and other solicitors with whom he came into contact to believe he was working for Kingsville Law when he had known this was not the case.
56. The Tribunal considered that the Respondent had had direct control and responsibility for the circumstances giving rise to the misconduct in which he had knowingly allowed his client, the court, and other solicitors with whom he came into contact to rely on the false and misleading information he had provided to them.
57. The Respondent had been a solicitor since 2007 and he had been experienced enough to understand the nature of his conduct and the consequences which flowed from them. A solicitor of any level of experience would know that representing a client on a false basis and misleading the court was unacceptable.
58. The Tribunal considered that whilst the Respondent had not actively misled the Regulator he had failed to co-operate in a meaningful way with the Regulator or in a way which the public would expect of a regulated professional.
59. Overall, the Tribunal assessed the Respondent's culpability as high.
60. The Tribunal next considered the issue of harm.
61. Harm was clearly caused to his client, Mrs Sanni, upon whom a costs order was imposed in circumstances where she had not expected it and which he had done nothing to prevent. His client had relied upon him and trusted him to do what he said he would do for her. He had not only let her down he had also left her exposed to pay a costs order in a significant sum.
62. Mrs Sanni had had none of the safeguards in place that she may have expected had he actually been employed by a firm. i.e., insurance and a proper complaints policy which she could have followed. In her witness statement she stated,

“As a result of this huge amount of money hanging over my head, I started feeling stressed and worried.”
63. To act for her in circumstances where she was not protected by the benefit of insurance was seriously discreditable behaviour on his part.
64. The consequential damage to the reputation of the profession by the Respondent's misconduct was significant as the public would trust a solicitor not to mislead anyone, least of all their own client and the court.
65. The Respondent had caused serious harm to the reputation of the solicitor's profession by his extremely poor conduct which had been a significant departure from the complete integrity, probity and trustworthiness expected of a solicitor.

66. The extent the harm was reasonably and entirely foreseeable by the Respondent who had had a clear knowledge of his actions. The Tribunal assessed the harm caused as high.
67. The Tribunal then considered aggravating factors. The Tribunal, in its finding of fact, had found that the Respondent had acted dishonestly, and his actions had been deliberate and calculated.
68. The misconduct had persisted over a period of about 6 months and whilst there was no evidence of concealment the Respondent had not been immediately open or forthcoming with an explanation of his actions. Instead, there had been prevarication and to quote the Respondent he had adopted an '*ostrich mentality*' and he had not engaged in any significant way.
69. The Respondent had not given any detailed account of actions and little if nothing regarding potential mitigation and there was no evidence of any genuine insight, no open or frank admissions, and limited co-operation with his regulator.
70. The Tribunal noted that the Respondent had a previous finding against him, but the fact of this finding did not add much more to the seriousness of his conduct in the present matter as the Tribunal had found the Respondent to have been dishonest.
71. Given the Tribunal's findings of dishonesty the Tribunal considered the seriousness of the misconduct to be high. In addition, the Respondent's conduct had been found to have lacked integrity and he had failed to uphold public trust in the provision of legal services.
72. The Tribunal considered that to make No Order, or to order a Reprimand, a Fine or Suspension (either fixed term or indefinite) would not be sufficient to mark the seriousness of the conduct in this case for the reasons set out above.
73. In the Judgment of the Divisional Court in SRA v Sharma [2010] EWHC 2022 (Admin) it had been held that

“save in exceptional circumstances, a finding of dishonesty will lead to the solicitor being struck off the roll....that is the normal and necessary penalty in cases of dishonesty... There will be a small residual category where striking off will be a disproportionate sentence in all the circumstances... In deciding whether or not a particular case falls into that category, relevant factors will include the nature, scope and extent of the dishonesty itself; whether it was momentary... or over a lengthy period of time ...whether it was a benefit to the solicitor, and whether it had an adverse effect on others.”
74. In SRA v James, MacGregor and Naylor it was said that exceptional circumstances must relate in some way to the dishonesty and that as a matter of principle nothing was to be excluded as being relevant to the evaluation, which could include personal mitigation.

75. In evaluating whether there were exceptional circumstances justifying a lesser sanction in this case the focus of the Tribunal was on the nature and extent of the dishonesty and degree of culpability and then to engage in a balancing exercise as part of that evaluation between those critical questions on the one hand and matters such as the Respondent's personal mitigation and health issues on the other.
76. In this case the Respondent had presented no personal mitigation to which the Tribunal could give any consideration and there was nothing before the Tribunal to allow it to conclude that the Respondent had not known the difference between honesty and dishonesty or that he may have acted '*in blind panic*'. The Respondent had indicated that at certain points along the timeline of this case he had been ill, however, there had been no evidence to suggest that his poor health had been a contributing factor or of a degree and nature which had prevented him from knowing that his conduct had been dishonest.
77. The Tribunal observed that this had not been a fleeting or momentary lapse of judgment but had been a course of conduct over months, involving dishonesty, taking a client's money, and doing very little to improve their situation, on the contrary he had made it much worse.
78. The Tribunal therefore could find no exceptional circumstances within the meaning of Sharma and James in the Respondent's case.
79. The Respondent's misconduct could only be viewed as extremely serious and this fact, together with the need to protect the reputation of the legal profession, required that Strike Off from the Roll was the only appropriate sanction.

Costs

80. Ms Sheppard Jones stated that as the Applicant had proved its case to the required standard it was entitled to its proper costs. The quantum of costs claimed by the Applicant was in the sum of £25,608.96 which she submitted was not excessive but was reasonable and proportionate for a case of this nature in which dishonesty had been a central feature and issues relating to the reputation of the profession had been in play.
81. That said, Ms Sheppard Jones informed the Tribunal it was a matter for the Tribunal to assess the costs. However, given that the case had originally been set down for a 3 day hearing, but concluded in 1 day, effectively on a non-contested basis, this would afford some reduction in the claimed costs.
82. Ms Sheppard Jones said that having made the appropriate reduction for the 2 days which the case had not taken up the total costs should be reduced by £3,120.16 (inclusive of VAT) to bring the total amount claimed to £20,070.96.

The Tribunal's Decision on Costs

83. The Tribunal found that it was right for the Respondent to be subject to a costs order, the case had been properly brought by the Applicant and it was entitled to its costs. The public would expect the Applicant to have prepared its case with requisite thoroughness and, in this regard, it had properly discharged its duty to the public and the Tribunal.

84. On the face of it the costs claimed by the Applicant were neither unreasonable nor disproportionate and there was nothing within the way it had conducted its case to prevent an order being made.
85. As to the Respondent's means, the Respondent had chosen not to submit a statement of means or provide any information as to his means. The Tribunal therefore had no information upon which make any realistic assessment of his means but given its finding that the Applicant was entitled to its costs there was no basis upon which to reduce further the Applicant's costs beyond the concession it had made due to the hearing concluding after 1 day instead of lasting 3 days as listed.
86. The Tribunal therefore ordered the Respondent to pay the Applicant's costs in the sum of £20,070.96.

Statement of Full Order

87. The Tribunal ORDERED that the Respondent, LAWSON AKHIGBE, 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 fixed in the sum of £20,070.96.

Dated this 28th day of March 2024
On behalf of the Tribunal

C Evans

C Evans
Chair

JUDGMENT FILED WITH THE LAW SOCIETY
28 MARCH 2024