

IN THE MATTER OF PEDRO EDIRIN OKORO, ADEORIKE MARTINA NICKI
ADESEMOWO and MARGARET TITILAYO OLOJO, solicitors

- AND -

IN THE MATTER OF THE SOLICITORS ACT 1974

Mr D. Potts (in the chair)
Mr J. C. Chesterton
Mr M. C. Baughan

Date of Hearing: 4th August and 24th November 2009

FINDINGS

of the Solicitors Tribunal
Constituted under the Solicitors Act 1974

The Tribunal's hearing was conducted in two parts. The first part on Tuesday 4th August 2009 and the second part on 24th November 2009.

The Tribunal has produced its written Findings in two parts. The first part deals with the completed cases of Ms Adesemowo and Ms Olojo and part of the case concerning Mr Okoro. The second part of the Findings completes the case against Mr Okoro.

An application was duly made on behalf of the Solicitors Regulation Authority ("SRA") by George Marriott, solicitor and partner in the firm of Gorvins, 4 Davy Avenue, Knowlhill, Milton Keynes, MK5 8NL that Pedro Edirin Okoro of Pedro Emmanuel, 5 Tudor Court, Brighton Road, Sutton, Surrey, SM2 5AE and Adeorike Martina Nicki Adesemowo of Adesemowo & Co, 87a Newington Causeway, London, SE1 6BD and Margaret Titilayo Olojo of Phoenix & Co Solicitors, Suite 32 Imperial House, 64 Willoughby Lane, London, N17 OSP, solicitors, 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.

On 7th July 2009 the Applicant made a supplementary statement containing a further allegation against Mr Okoro and part of the case concerning Ms Olojo. The Second part of the Findings will complete the case against Mr Okoro.

The Applicant sought to amend allegation 04 against Mr Okoro and to withdraw allegation 01.3 against Ms Olojo. The Respondents agreed and the Tribunal consented thereto. These amendments are adopted in the allegations set out below.

The allegations against the First Respondent, Mr Pedro Edrin Okoro, were that he:

1. maintained debit balances in client account contrary to Rule 22(8) of the Solicitors Accounts Rules ("SAR") 1998;
2. transferred monies from client account to office account contrary to Rule 19 of the SAR 1998;
3. failed to ensure compliance with SAR contrary to Rule 6;
4. failed promptly to rectify breaches of the SAR upon discovery in breach of Rule 7 of the SAR;
5. failed to keep the books of account properly written up contrary to Rule 32 of the SAR 1998;
6. improperly used a suspense account contrary to Rule 32(16) of the SAR;
7. used client monies to pay office rent contrary to Rule 22 of the SAR;
8. failed to supervise properly or at all the Third Respondent;
9. failed to ensure that there was the appropriate professional indemnity insurance for the practice contrary to the Solicitors Indemnity Insurance Regulations 2006;
10. overcharged his clients and thereby took advantage of them;
11. failed to comply with the Solicitors Costs Information and Client Care Code 1999;
12. fabricated files.

The Applicant's case was that Mr Okoro had been dishonest in relation to allegations 10 and 12.

The allegations against the Second Respondent, Ms Adeorike Martina Nicki Adesemowo, were that she:

- A.1. maintained debit balances in client account contrary to Rule 22(8) of the Solicitors Accounts Rules ("SAR") 1998;
- A.2. transferred monies from client account to office account contrary to Rule 19 of the SAR;

- A.3. failed to ensure compliance with the SAR contrary to Rule 6;
- A.4. failed promptly to rectify breaches of the SAR upon discovery in breach of Rule 7 of the SAR;
- A.5. failed to keep the books of account properly written up contrary to Rule 32 of the SAR;
- A.6. improperly used a suspense account contrary to Rule 32(16) of the SAR;
- A.7. used client monies to pay office rent contrary to Rule 22 of the SAR;
- A.8. failed to supervise properly or at all the Third Respondent;
- A.9. failed to ensure that there was the appropriate professional indemnity insurance for the practice contrary to the Solicitors Indemnity Insurance Regulations 2006;

The Applicant's case in relation to allegation A7 was that Ms Adesemowo had been dishonest.

The allegations against the Third Respondent, Ms Margaret Titilayo Olojo were that she:

- Bl.1. failed to notify her lender client of the actual price paid for the properties contrary to Rule 6(3) of the Solicitors Practice Rules 1990 of the SPR;
- Bl.2. registered transfers and mortgages stating that a higher price was paid than was actually the case;
- Bl.3. [withdrawn]
- Bl.4. by continuing to act for both parties (lender and borrower) acted in a conflict of interest situation contrary to Rule 6(3) of the SPR.

The application was heard at the Court Room, 3rd Floor, Gate House, 1 Farringdon Street, London, EC4M 7NS commencing on 4th August 2009, having been listed for a two day hearing to take place on 4th and 5th August. In the event the 5th August was not utilised for the reasons set out below under the heading "Preliminary Matter" and the hearing was concluded on 24th November 2009.

This, being Part 1 of the Findings, deals with the concluded case against Ms Adesemowo and Ms Olojo. The case against Mr Okoro had not been concluded and the second part of the Findings would deal with the matter against Mr Okoro which were then concluded.

The evidence before the Tribunal included certain admissions of the Respondents. The admissions were as follows:

Mr Okoro admitted allegations 1, 3, 4, 5, 6, 7 and 9. He denied allegations 2, 8, 10, 11 and 12.

Ms Adesemowo admitted allegations A.1, A.2, A.3, A.4, A.5, A.6 and A.7. She denied dishonesty in respect of allegation A.7. She did not admit allegation A.8. She did admit allegation A.9.

Ms Olojo admitted allegations B.1, B.2 and B.4. B.3 had been withdrawn.

For the reasons set out below the case relating to allegations against Mr Okoro 2, 10, 11 and 12 had not been concluded at the first part of the hearing. Supplementary statements made by Mr Okoro and Ms Adesemowo were handed up at the hearing as was a small bundle of correspondence by the Applicant concerning files to be copied. References on behalf of Ms Adesemowo were handed up and it was pointed out that references had been included with Ms Olojo's statement which had been filed with the Tribunal prior to the hearing.

Preliminary Matter

- (i) During the course of the Applicant's opening, he pointed out that in his recent witness statement Mr Okoro had said that he had informed his Counsel that he was about to add documents to files already inspected and assessed for costs by the costs draftsman instructed by the SRA to make an independent assessment of such costs. The Applicant told the Tribunal that he had no recollection of a discussion with Mr Okoro's legal representative (either his former or his current representative) and his file contained no note of such conversation which he would have expected to have made.
- (ii) Mr James, Counsel for Mr Okoro, told the Tribunal that that was not right, but as Mr Okoro's professional representative, he could not give evidence and he found himself professionally embarrassed in this respect.
- (iii) After the Tribunal had retired to consider the matter, the Applicant and Mr James told the Tribunal that each of them had taken advice from his professional regulator. The regulators had both agreed that their respective decisions would depend on whether the matter in issue was germane to the kernel of the allegations made against Mr Okoro or whether the issue was merely peripheral.
- (iv) The Tribunal decided that the advance notification by Mr Okoro of what he was intending to do, namely add to or subtract documents from a file which had already been inspected, was not a peripheral matter. At the very least it went to the credibility of Mr Okoro. If Mr Okoro had taken such a step, that was not the action of a dishonest man. Evidence about what Mr Okoro had said was central to the subject matter of allegation 12.
- (v) With regard to allegation 12 the Tribunal considered that it was right that it should hear evidence about Mr Okoro's communication or conversations with those representing him.
- (vi) Those representatives would have to decide whether they were professionally embarrassed and if they were how that matter might be addressed.

- (vii) The Tribunal decided that it would proceed with the hearing on the basis that it would consider allegations 1, 3, 4, 5, 6, 7 and 9 against Mr Okoro and it would consider all of the allegations made against Mrs Adesemowo and Ms Olojo forthwith.
- (viii) The Tribunal would consider allegations against Mr Okoro, 2, 10, 11 and 12 on a subsequent hearing before the same division on a date to be fixed.
- (ix) Clearly the positions to be adopted by the parties' legal representatives would be relevant to the date of the second part of the hearing as they would either be required to be available to give evidence and new representatives appointed in their place would also have to be available or not. The Clerk to the Tribunal would liaise with all concerned to fix a date when the substantive matters against Mr Okoro would be concluded.
- (x) The Tribunal proceeded with the rest of the substantive case and at the conclusion of the first day of the hearing made the following Orders in respect of Mrs Adesemowo and Ms Olojo.

The Orders made in respect of Mr Adesemowo and Ms Olojo:

The Tribunal Orders that the Respondent, Adeorike Martina Nicki Adesemowo of Adesemowo & Co, Unit 15, Blackheath Business Centre, 78B Blackheath Hill, London, SE10 8BA, solicitor, do pay a fine of £9,000, such penalty to be forfeit to Her Majesty the Queen. (The question of costs reserved until the conclusion of the case in respect of Mr Okoro).

The Tribunal Orders that the Respondent Margaret Titilayo Olojo of Phoenix & Co Solicitors, Suite 35, Imperial House, 64 Willoughby Lane, London, N17 0SP solicitor, be Reprimanded and they further Order that she do pay the costs of and incidental to this application and enquiry fixed in the sum of £1,500.

The Tribunal's conclusions and sanction in respect of Mr Okoro (and there would be one in the light of his admissions) would be considered by the Tribunal at the final conclusion of the hearing on a date to be notified. Such date was subsequently fixed for 24th November 2009.

The facts relating to the matters dealt with by the Tribunal at the first part of the hearing are set out in paragraphs 1 to 37 hereunder:

1. The First Respondent, Mr Okoro, born in 1967, was admitted as a solicitor in January 1999. At all material times Mr Okoro was a partner in the practice of Pedro Emmanuel, 5 Tudor Court, Brighton Road, Sutton, Surrey, SM2 5AE and was a partner in the firm of Adesemowo & Co, 87a Newington Causeway, London, SE1 6BD. From 19th March 2007 Mr Okoro practised on his own account under the name Pedro Emmanuel from the Sutton address.
2. The Second Respondent, Ms Adesemowo, born in 1967, was admitted as a solicitor in January 1999. At all material times the Second Respondent was a partner in Pedro Emmanuel at Sutton and in Adesemowo & Co at Newington Causeway. From 19th March 2007, Ms Adesemowo practised on her own account at Adesemowo & Co,

Newington Causeway. From 4th January 2008 she was a partner in Adesemowo & Co at Newington Causeway.

3. The Third Respondent Ms Olojo, born in 1966, was admitted to the Roll in December 2003. At all material times Ms Olojo was an assistant solicitor at Adesemowo & Co. She left that firm on 30th September 2006 and at the date of the hearing was a partner in the firm of Phoenix & Co at London, N17 OSP.
4. The names of all three Respondents remained on the Roll of Solicitors.
5. An Investigation Officer of the SRA ("the IO") began an inspection on 27th March 2006 at the Sutton office of the partnership. Mr Okoro practised at the Sutton office. The IO's Report dated 16th October 2006 was before the Tribunal.
6. An IO of the SRA began an inspection on 4th January 2007 at the Newington Causeway office where Ms Adesemowo practised. The IO's Report in respect of that office was dated 30th April 2007 and was before the Tribunal.

The Sutton Office

7. The books of account were not in compliance with the SAR. There was a cash shortage of client funds of £16,855.43. Mr Okoro could not explain why but opined that the shortage arose before 2003 when the firm operated a manual accounts system.
8. Mr Okoro had agreed the cash shortage and had replaced £10,000 by 29th August 2006 and £6,855.43 within a month thereafter.
9. In representations made by Mr Okoro on 14th November 2006 he said that the shortfall on client account had been in existence since 1st January 2004 and was part of a minimum cash shortage identified by a previous IO in 2004 when the IO had been unable to compute the firm's liabilities to clients or place reliance on the books of account, although the IO had found a minimum cash shortage of £2,068.56 which Mr Okoro had replaced. Mr Okoro's accountant had also asserted that the shortfall of £16,855.43 originated from the changeover to computerised accounting in January 2004.
10. Mr Okoro's accountants had confirmed in his Accountant's Report dated 28th June 2006 that on 30th June 2005 and 31st December 2005 the difference between liabilities to clients and the cash held in client account was respectively £25,789.39 and £16,622.43. The report also stated that as at 31st December 2004 the shortage was £21,292.89.

The Newington Causeway Office

11. The books of account were not in compliance with the SAR because there was a minimum cash shortage of funds due to clients of £16,571.95 at the date of inspection, 30th November 2006.
12. The client ledger contained a suspense account entitled "unknown client" which had been opened in June 2000. By November 2006 there were 29 credit entries on the

client side of the ledger totalling £22,676.65 and 24 debit entries on the client's side totalling £35,642.81, resulting in an overall debit balance of £12,966.16.

13. Ms Adesemowo acknowledged that there was a cash shortage and expressed the belief that it represented the debit balance in the suspense account. Ms Adesemowo had been unable to make good the shortage. She confirmed that Mr Okoro was aware of it.
14. By April 2007 Ms Adesemowo had replaced £5,087.40 and she replaced the balance on 4th September 2007.
15. The minimum shortage arose, in the main, because Ms Adesemowo had written two cheques for £7,635.18 and £8,125 respectively in July and September 2004 which were not allocated to any client matter. The amounts of the cheques were debited on the suspense account. Ms Adesemowo confirmed that those payments were for office rent and agreed that drawing them on client account was incorrect. At the time the payments were made the overdrawn balance on office account had almost been reached. Had the rent been paid from office account the firm's agreed overdraft limit would have been exceeded.
16. Prior to the IO's inspection overpayments had been recorded on the ledgers of three separate clients totalling £12,210.94. The resulting cash shortage had been corrected by inter-ledger transfers from another client called IO. Ms Adesemowo had stated that the four clients had been associated but no supporting documentary evidence had been provided nor had written authority to make the transfers been produced.
17. Clients of the firm had been granted discounts on the purchase prices of new properties. Ms Olojo, who had had conduct of the relevant conveyancing transactions, had not notified the lender clients of those discounts.
18. The IO reported upon seven matters where the discounts varied between £259,000 and a little under £17,000. Ms Olojo indicated that she had been aware that discounts of more than 5% should be reported to the mortgage lender.
19. Details of four conveyancing transactions were before the Tribunal, all of which had been taken over from a Leicester firm of solicitors.
20. Ms Olojo had accepted instructions and had at the time been subject to supervision by Mr Okoro and Ms Adesemowo.

Transaction A

21. Ms Olojo accepted instructions in December 2005 to act for the purchaser, RP, and his mortgage lender. The purchase price was £169,950. A discount of £16,995 (10%) had been agreed. The mortgage valuation report stated that the purchase price was £169,950. After completion the transfer recording the consideration of £169,950 was registered at the Land Registry. There was no evidence on the file that the mortgage lender had been notified of the discount.

22. Following completion and after payment of the firm's costs, RP's ledger was overdrawn by £3,352 which was corrected by a transfer from DM's ledger.

Transaction B

23. Ms Olojo accepted instructions to act for AM in November 2005 in connection with his purchase with the assistance of a mortgage from an institutional lender for whom Ms Olojo also acted. The purchase price and the discount allowed were the same as in transaction A.
24. Ms Olojo signed the certificate of title to the lender stating that the purchase price was £169,950. There was no evidence on the file to indicate that the lender had been notified of the discount.
25. On completion AM's ledger was overdrawn by £5,505.32 and this was corrected by a transfer from the ledger of DM as before.

Transaction C

26. AM in November 2005 instructed Ms Olojo in connection with his purchase. She also acted for the institutional lender. The purchase price was £172,950. A discount of 10% had been granted.
27. The certificate of title to the lender had been signed by Ms Olojo. It did not state a purchase price. No evidence was on the file to demonstrate that the lender had been notified of the discount. The transfer stated that the consideration was £172,950.
28. Following completion, AM's ledger account was overdrawn by £3,353.02 and this was corrected by an inter-ledger transfer some 20 days later from the ledger of DM.

Transaction D

29. Ms Olojo accepted instructions to act for DM in November 2005 in connection with his purchase of a property. She acted also for his institutional lender.
30. A discount of 10% of the purchase price had been granted. The mortgage advance was £164,302.
31. The buyer named in the contract for sale and purchase file was RP. It was not evident from the file how DM became the buyer.
32. The certificate of title submitted to the lender did not include a purchase price. There was no evidence on the file that the institutional lender had been notified of the discount granted. The transfer registered at the Land Registry stated that the consideration was the non-discounted price.
33. Following completion there was a surplus of funds of £12,494.32. On 28th February 2006 inter-ledger transfers of £12,210.94 were made to eliminate the debit balances on the three client ledger accounts relating to transactions A, B and C.

34. The Accountant's Report for Adesemowo & Co dated September 2006 referred to DM's file and stated that there were three transfers out of this ledger for which no client request or supporting documentation could be found. The Report also commented that the response from the firm had been "all these transactions were related and have had no luck in finding supporting documentation. Ms Adesemowo's explanation to the SRA in January 2007 had been that the clients knew each other, that she was not aware of the figures and not good with figures and that it was "the process of transferring one to another".

Professional Indemnity Insurance

35. Mr Okoro and Ms Adesemowo had failed to renew the professional indemnity insurance for the Newington Causeway office by the end of September 2006. Accordingly, application should have been made to the Assigned Risks Pool (ARP) before 1st October 2006. It was not.
36. The Law Society wrote a letter dated 18th December 2006 about this to both Respondents and in the absence of a reply wrote again on 8th January 2007.
37. By letter dated 24th January 2007 Ms Adesemowo explained that the failure to renew had been an oversight. Application to the ARP had been made and they had subsequently obtained cover outside the ARP by a letter dated 2nd February 2007. Ms Adesemowo confirmed that an application for a waiver of the ARP premiums was being applied for.

The Submissions of the Applicant

38. Ms Adesemowo and Ms Olojo had admitted the allegations save in the case of Ms Adesemowo who denied that she had been dishonest. The admitted facts and allegations spoke for themselves.
39. With regard to the allegation of dishonesty against Ms Adesemowo that related to allegation A.7, namely that she had used client monies to pay office rent. Ms Adesemowo admitted that she had signed cheques drawn on office account for the purpose of paying office rent.
40. Dishonesty was not an essential ingredient of any one of the allegations, nevertheless the case had been put against the Ms Adesemowo on the basis that she had been dishonest with regard to allegation A.7. It was open to the Tribunal to find that allegation proved without any element of dishonesty.
41. The appropriate test to be applied by the Tribunal was that contained in the case of Twinsectra Ltd v Yardley and Others [2002] UKHL 12 as confirmed when the court considered an appeal from a decision of the Tribunal in Bryant and Bench v The Law Society [2007] EWHC 3043 Admin, namely what Ms Adesemowo did was dishonest by the standards of reasonable and honest people. That was an inescapable conclusion as reasonable and honest people would consider that the use of monies held on behalf of clients in client account to meet an office overhead was dishonest conduct. The second part of the test to be applied by the Tribunal was that Ms

Adesemowo did know that she had been dishonest by the standards of reasonable and honest people.

42. With regard to the conveyancing transactions of which Ms Olojo had conduct, the Applicant pointed out that in the four conveyancing transactions exemplified, one of Ms Alojo's clients purchased two properties. The actual price paid for one property (taking the discount into account) was £155,655 where an institutional lender relied on a higher price and had advanced £164,302 on the basis of the higher price had. This meant that the loan was greater than the purchase price and there was a surplus of funds of £7,647. In the other purchase made by the same client, the actual price paid (after the discount) was £152,955. An institutional lender relying upon the original higher price of £169,950 had advanced £147,251. This meant that the client had to find funds of £5,704 to complete. Because of the surplus in the earlier transaction, no funds had to be found, indeed overall there was a surplus due to the client of £1,943. In both cases Ms Olojo acted also for the institutional lender to whom she owed clear duties because of the solicitor/client relationship. She did not fulfil those duties as the lender clients were not provided with material information that was relevant to their decisions to enter into secured lending arrangements.
43. All four transactions before the Tribunal were completed at about the same time. In two of the transactions there was a surplus of mortgage funds of £7,647 and in the other the price confirmed to the institutional lender was some £17,000 less than had been the true case.
44. When the surpluses were added together (£7,647 x 2) and subtracted from the balances to be found by the purchasers (£11,207 + £5,704), the actual monies that were needed to be found by the purchasers in all four transactions totalled only £1,517.
45. It was unusual, and should have alerted Ms Olojo to be vigilant, that the original conveyancing instructions were given to a firm in Leicester and the purchasers' instructions had been transferred to her after exchange of contracts. It was an additional unusual factor that the completing purchaser in one case was not the person named as the purchaser in the contract.
46. It was significant that at the conclusion of all the transactions, debit balances on client account existed in three of the matters and were corrected by an inter-ledger transfer from the purchaser of the fourth property. There was no written authority to make such transfers from any of the clients concerned.

The Submissions of the Second Respondent, Ms Adesemowo

47. Ms Adesemowo admitted a breach of Rule 7 and Rule 22 of the SAR. She regretted that she had to admit that there was a shortfall caused by improper withdrawal (on two occasions) on the client account and that there had been a delay in replacing the shortfall in full.
48. The use of the funds in the client account for office purposes occurred as a result of an error on the two occasions concerned. The two cheques were issued in June and September 2004 when Ms Adesemowo was on maternity leave. She had signed the

two cheques presented to her by the office manager without any reference to the office account bank statement. She accepted responsibility for this. However, during the period in question, the firm had an overdraft facility with the bank and even had the payment of the cheques exceeded the overdraft limit on each occasion the bank would have met them had they been issued on the office account. The firm had enjoyed a good relationship with its bank and short and temporary extensions to its overdraft limit had been granted informally on other occasions. There had in fact been sufficient money in office account to meet the payment of both cheques.

49. Ms Adesemowo did not deliberately draw these cheques on client account. She made a genuine and innocent error at a time of great personal stress. Ms Adesemowo had not been dishonest.
50. The error had not been discovered immediately on the first occasion as a result of inadequate bookkeeping. Before October 2004 there was not a bookkeeper who attended the office. Between April 2000 (the inception of the firm) and August 2003, the firm only undertook immigration and divorce work. They posted their accounting information to the then bookkeeper in Colchester. The bookkeeper was always very busy and did not deal with the work promptly or properly. When the firm began to undertake conveyancing work in August 2003, the decision was made to seek the services of another bookkeeper as Ms Adesemowo realised that the level of bookkeeping they had would be inadequate for a conveyancing practice.
51. The period between June 2003 and October 2004 had been personally difficult for Ms Adesemowo. She had come to accept that her focus and priority in managing the firm was not at the appropriate acceptable standard. She also accepted that the firm had not been managed or supervised to the appropriate standard.
52. The expensive computerised accounting package, purchased in April 2000, was complicated and not universally used. It had been difficult to find another bookkeeper who was conversant with its operation and who could take over quickly.
53. The firm's bookkeeper was recommended to Ms Adesemowo by a colleague who had the same accounting package in September 2003. The bookkeeper had over four years experience in solicitors' accounts and worked for other solicitors' firms as well. He began in October 2004 when he had to deal with a backlog of bookkeeping and queries. The firm's accounts had been brought up to date and had not been in disarray since October 2004.
54. The new bookkeeper brought the breaches to Ms Adesemowo's attention in November 2004. She had been unable to replace the cash shortage in full immediately because other errors in the conveyancing department meant that the firm had to make good failures to correct conveyancing expenses and deal with duplicated transfers.
55. Efforts to replace the funds were ongoing when the SRA investigations were commenced in January 2007. At the time, the sum of £5,087.40 had been replaced. During the period of the inspection, a further sum of £3,000 was replaced. The final sum of £7,672.78 was replaced in September 2007. That money could not be found until the shortages in the conveyancing department had been addressed.

The Submissions of the Third Respondent, Ms Olojo

56. Ms Olojo had been educated in Nigeria and practised as a lawyer in 1990/91 in a Nigerian medium sized firm that dealt with conveyancing, company and criminal law. She undertook no administration work.
57. Ms Olojo and her husband married in 1991 and they had three children of school age.
58. When Ms Olojo returned to the UK in 1991 she worked for the Department of Works and Pensions ("DWP") as a benefits administration officer gaining promotion to executive officer.
59. While still working for the DWP, Ms Olojo studied and took the Qualified Lawyers Transfer Test and qualified as a solicitor. She was admitted to the Roll on 1st December 2003.
60. Ms Olojo accepted a modestly remunerated job in a small but busy conveyancing firm to gain experience. She progressed from dealing with routine paperwork and telephone calls to her first conveyancing transaction, a "right to buy" purchase.
61. Mrs Olojo left that firm as she found the travelling difficult. Her employer introduced her to Mr Okoro and Ms Adesemowo who needed cover for a conveyancer's maternity leave. Ms Olojo accepted this position.
62. When Ms Olojo started to work at Adesemowo & Co at Newington Causeway, there were two legal assistants, one administration clerk and two un-admitted fee earners in the conveyancing department. Ms Adesemowo dealt with immigration and nationality work. Mr Okoro dealt with conveyancing at the Sutton office.
63. Ms Olojo dealt with residential conveyancing. She was responsible for more files than at her previous firm. Her workload resulted in a great deal of stress as she lacked experience.
64. Ms Olojo had been ill and had undergone surgery in April 2006. She returned to work in June but needed further surgery in August 2006 when she was off work for about eight weeks. She started chemotherapy treatment in October 2006 but continued to work during this time.
65. Ms Olojo left Adesemowo & Co at the end of September 2006 to join Phoenix & Co at Willoughby Lane, London, N17. For a time she continued to attend the office of Adesemowo & Co to assist them.
66. Ms Olojo had joined Phoenix & Co, a two partner firm where Ms Olojo was one of the partners. In the current economic climate they were just keeping their "heads above water".
67. Ms Olojo had admitted all of the allegations against her save for one which had been withdrawn in the light of her explanation.

68. When acting for the buyers/borrowers and the lenders in the conveyancing transactions Ms Olojo had had no previous knowledge or experience of dealing with transactions that involved "new build properties" and did not know that she was required to declare incentives to lenders.
69. In the four conveyancing transactions listed, contracts had already been exchanged and the properties were being built. When Ms Olojo was instructed, she did not know the reason why the clients wished to change solicitors at this stage.
70. The contracts and the transfer deeds for the four properties stated the purchase price without reference to the incentives and stamp duty and Land Registry fees were calculated on that basis.
71. Ms Olojo's mistake had been not to notify the lenders of the incentives when she submitted certificates of title for the release of the mortgage funds.
72. In each case the mortgage valuation reports stated that the values of the properties were the same as the purchase prices contained in the transfers.
73. At the time in question Ms Olojo had raised concerns on a number of occasions with Ms Adesemowo as she felt she did not have enough experience to handle these transactions. It was as a result of those concerns that Ms Adesemowo decided to hold a meeting with the conveyancing department to address the concerns raised. It was then that a list of lenders' requirements in respect of incentives was drawn up. Also Ms Olojo was required to discuss with Mr Okoro each case where incentives had been offered. That practice started in January 2006.
74. The Applicant had pointed out that the ultimate purchaser in three of the transactions was the buyer who had entered into the contract to purchase. Contracts had been exchanged before Ms Olojo became involved in the further transaction and the developers would have consented to the assignment of the contract to the ultimate buyer who had his own mortgage advance and the change in the buyer of the property between exchange and completion did not prejudice anyone.
75. With regard to the inter-ledger transfers between the accounts held for Messrs M, O and P were concerned, Ms Olojo had made a handwritten note that was on the file that she had spoken to Mr O and he had instructed her to transfer the balance from his account to Messrs M and P's accounts. Ms Olojo had been told that the clients who bought the four properties were "business associates/friends".
76. Conditions had been placed on Ms Olojo's practising certificate which required her to attend seminars on residential conveyancing and the revised Solicitors Code of Conduct. She had fulfilled this condition.
77. The Tribunal was invited to take into account Ms Olojo's inexperience. She did not intend to make false representations to lender clients when she failed to notify them of the developer's incentives. The Tribunal was invited to find that Ms Olojo had not acted with a cavalier disregard for the safety of the lender clients or for the reputation of the solicitors' profession. She had been ignorant at the time of the requirement to report incentives.

78. Ms Olojo had learned a lesson. She had complied with practising certificate conditions, was in a satisfactory partnership and was not a threat to the public.

The Findings of the Tribunal

79. The Tribunal found the allegation 8 against Mr Okoro, namely that he failed to supervise Ms Olojo to have been substantiated. Mr Okoro practised from an office in a different location from that at which Ms Olojo worked and no evidence had been produced to the Tribunal that he exercised any formal supervision over Ms Olojo, although he was the partner who customarily dealt with conveyancing matters.
80. The Tribunal found allegation A.8 against Ms Adesemowo to have been substantiated. There was no evidence before the Tribunal that Ms Adesemowo had exercised any formal supervision over Ms Olojo. Indeed the Tribunal noted that Ms Adesemowo was not the partner in the firm who undertook conveyancing work, her expertise lay in other fields.
81. The Tribunal found that Ms Olojo was left to her own devices to get on with conveyancing transactions even though she had expressed concern about her lack of experience and had expressed particular concern about some of the matters with which she had been expected to deal and the volume of work.
82. With regard to allegation A.7 the Tribunal did find that Ms Adesemowo did use client monies to pay office rent, as she herself accepted, but in all the particular circumstances the Tribunal did not find that she had been dishonest. The Tribunal accepted that at the material time Ms Adesemowo was under very considerable personal pressure which caused her to be somewhat distracted and she had not questioned the presentation of a cheque for her signature by her office manager upon whom she placed reliance. The cheques for office and client account were exactly the same save for the difference in the wording "office" and "client". The Tribunal accepted that such a mistake was an easy one to make although, of course, any solicitor should take an extraordinary degree of care to make sure that such a mistake is not made. The Tribunal accepted Ms Adesemowo's explanations that had the cheques been drawn on office account they would have been met by the firm's bankers, thus removing any nefarious motive for writing the cheques on the wrong account. In accepting that Ms Adesemowo had made a genuine and innocent mistake, the Tribunal found that her conduct was not dishonest by the standards of reasonable and honest people. The Tribunal found that Ms Adesemowo had an honest belief that she was signing appropriate cheques.
83. The balance of the allegations against Ms Adesemowo and Ms Olojo had been admitted and the Tribunal found them to have been substantiated.
84. The Tribunal had reserved its Findings in connection with the balance of allegations against Mr Okoro until the conclusion of the hearing of all of the allegations made against him.
85. After announcing its Findings, the Tribunal heard mitigation on behalf of Ms Adesemowo and Ms Olojo. The Tribunal included in its summary of the submissions

made on each of their behalfs, the mitigation put forward, although at the hearing it did not hear such mitigation until after it pronounced its Findings on the allegations.

The Tribunal's Sanction

86. The Tribunal was concerned that Ms Adesemowo as a partner had been seriously in breach of the Solicitors Accounts Rules. Those Rules are in place to protect the public, to ensure that clients' money is fairly and properly treated by solicitors and to ensure that solicitors exercise a proper stewardship over clients' money. Breaches, particularly the breaches brought to the Tribunal's attention in this matter, are a serious matter.
87. Clients have proper protection when solicitors ensure that appropriate professional indemnity insurance is in place. The Tribunal accepted that there was a failure to have this insurance in place over a relatively short period of time was not deliberate on the part of Ms Adesemowo. However it is incumbent upon any solicitor in private practice to make absolutely sure that he or she has professional indemnity cover at all times.
88. The Tribunal found that Ms Adesemowo, although working in the same office as Ms Olojo, did not exercise proper supervision over her. From the evidence placed before the Tribunal it was clear that Ms Adesemowo practised in fields other than conveyancing and the Tribunal took the view that she should have taken proper steps to ensure that her conveyancing partner exercised full supervision over the relatively inexperienced Ms Olojo where she, herself, might not have been competent to do so. The Tribunal was particularly concerned because Ms Olojo had expressed her concerns about her own lack of experience and capabilities. Partners in a firm have a responsibility to ensure that its employees are undertaking work, both in terms of the nature of the work, and its complexity and the volume of work, with which employees are comfortable and that steps be taken to ensure that the employee's work be of a proper standard and that any concerns expressed by an employee are addressed.
89. The Tribunal considered that in a number of respects Ms Adesemowo had fallen far short of the high standards expected of a member of the solicitor's profession. The Tribunal considered that it should demonstrate to the public and to the solicitor's profession that such failures would not be tolerated and that the imposition of a substantial fine of £9,000 was both appropriate and proportionate.
90. With regard to Ms Olojo, the Tribunal accepted that she was relatively inexperienced and to this extent her failures, serious on their face, were mitigated. In all of the particular circumstances the Tribunal concluded that it would be appropriate and proportionate to impose a reprimand upon Ms Olojo.
91. The Applicant sought the costs of and incidental to the application and enquiry. The Applicant had notified the level of costs of which he sought, which would be subject to adjustment in view of the fact that the hearing was now to take place in two parts. The Tribunal concluded that it would be proportionate to Order Ms Olojo to pay a contribution towards the Applicant's costs fixed in the sum of £1,500. The question of the balance of costs was reserved until the conclusion of the case in respect of Mr Okoro and Ms Adesemowo.

Part 2

On 24th November 2009 the Tribunal heard the remaining allegations against Mr Okoro which he denied namely allegations 2, 10, 11 and 12 as follows:

2. transferred monies from client account to office account contrary to Rule 19 of the SAR 1998;
10. overcharged his clients and thereby took advantage of them;
11. failed to comply with the Solicitors Costs Information and Client Care Code 1999;
12. fabricated files.

Allegations 10 and 12 were put by the Applicant as allegations involving dishonesty.

At the second part of the hearing the Tribunal dealt also with the question of costs relating both to Mr Okoro and Mrs Adesemowo.

The second part of the application was heard on 24th November 2009 at The Court Room, 3rd Floor, Gate House, 1 Farringdon Street, London EC4M 7NS when George Marriott appeared as the Applicant and the Respondent was represented by Winston James of Counsel.

The evidence before the Tribunal

The evidence before the Tribunal included the oral evidence of Mr Shelley, costs draftsman, and Mr Okoro. References in support of Mr Okoro were handed up during the course of the hearing.

At the conclusion of the hearing the Tribunal made the following Order:

The Tribunal Orders that the respondent, Pedro Edirin Okoro of Pedro Emmanuel, 5 Tudor Court, Brighton Road, Sutton, Surrey, SM2 5AE, solicitor, be Struck off the Roll of Solicitors and it further Orders that the costs of and incidental to this application and enquiry be fixed in the sum of £33,500 to be paid as to £25,000 by Mr. Okoro and £7,000 by Mrs Adesemowo on a several basis (a costs order in respect of Ms Olojo having been made in the sum of £1,500 on 4th August 2009). The Tribunal further Orders that the costs Orders in respect of Mr Okoro and Mrs Adesemowo are not be enforced without the consent of the Tribunal.

The Evidence relating to the allegations considered at the second part of the hearing

92. The Respondent acted for Ms S. Ms S was an elderly lady who had been diagnosed with dementia and schizophrenia in 2001. Ms S had resided at a flat which she retained when she moved to a home. From the home she was admitted to hospital and then discharged from hospital back to the home. The costs draftsman had stated in his report that Ms S had moved from her rented flat to the hospital. It was the

Respondent's evidence that that had not been the case she had moved first from the rented flat to the home and was admitted to hospital from the home.

93. The Respondent had been instructed to act for Ms S in connection with two matters. The first matter related to the pursuit of a judicial review on her behalf and the second was in connection with the creation of an enduring power of attorney. When Ms S was discharged from hospital the medical opinion was that she had mental capacity to instruct the Respondent in connection with both of these matters and to give the power of attorney.
94. Mr Shelley, a costs draftsman engaged by the SRA, had considered the files relating to Ms S as well as those relating to two other clients of the Respondent namely Ms A and Ms O.
95. In connection with the judicial review matter the Respondent provided a client care letter dated 1st September 2004 which stated that the work would be charged at £250 per hour and gave an estimate of £20,500, inclusive of disbursements and Counsel's fees to conclude the whole matter. It was Mr Shelley's evidence that the charging rate of £250 per hour was appropriate. In his oral evidence the Respondent said that he had agreed a fee with Ms S. They had agreed that his fee would be no more than £12,000.
96. The judicial review proposed was of the local authority's decision that it would not continue to provide after care services to Ms S.
97. It was the Respondent's evidence that he had in a discussion with his client learned of her understanding that in her particular circumstances under the provisions of the Mental Health Act 1983 the local authority, London Borough of Camden in this case, was required to pay for after care services. In his client care letter the Respondent pointed out to Ms S that the judicial review proceedings were to challenge the decision of London Borough of Camden that she herself should pay for the provision of after care services in reliance on section 117 of the Mental Health Act. He went on to say:

“you were worried by this as it seemed odd to understand how you or anybody for that matter can be subject to a treatment order under section 3 and be subject to the after care provisions of section 117 simultaneously.”

In that letter the Respondent confirmed his advice at paragraph 8 namely:

“We confirm our advice that based on the information that you gave us, you appear to have grounds for applying to the Administrative Court of the Royal Courts of Justice at the Strand for permission to apply for judicial review. We informed you that the decision of the Defendant for you to pay for after care services under section 117 of the Mental Health Act 1983, is illegal, perverse and unreasonable. We explained to you that when a statutory body like Camden Council takes a decision, which appears to be perverse and unreasonable, you can apply to the Administrative Court to challenge the decision by way of statutory review.”

In his oral evidence the Respondent explained that the costs information contained in his letter was based on a template and he agreed that the letter should not have been sent to the client in that form as there had been an agreed fee.

98. The costs draftsman accepted that Mr Okoro might have been unfamiliar with the provisions of the Mental Health Act and the relevant case law, and his unfamiliarity with this material made it reasonable for him to examine it with care. Mr Okoro's attendance note recorded that he had spent five days on research. Those five days were identified as the 3rd, 6th, 7th, 9th and 10th September 2004. It was the costs draftsman's opinion that the time record of thirty four hours work spread over five days could not have been a reasonable amount of time to spend on this matter.
99. Mr Okoro spent a further two hours preparing his letter before action on 17th September and on 27th and 28th September.
100. The Respondent billed Ms S (bill number 714C) on 1st September 2004 in the amount of £10,965.96 (£12,885 inclusive of VAT) stating that the bill related to the judicial review, visiting Ms S to take instructions, preparation and research and sending the claim letter and preparation of the bundle and claim incidentals.
101. It was the Respondent's evidence that his research included going through the guidance and policy, reading and reviewing the decided cases on the point and in house review by partners of his firm. The material before Mr Okoro when he was carrying out his research was before the Tribunal. He said that in reality he spent more time than that claimed because two people had been working on the matter. Mr Okoro's assistant's time was not billed. Before deciding to accept instructions Mr Okoro had been given an estimate of £45,000 plus VAT by two city firms in connection with the conduct of the judicial review claim. Mr Okoro had decided to take up the case feeling that he could carry out his client's instructions and obtain the desired result at a fraction of the city firms' charges. This led to the agreed fee.
102. Mr Okoro confirmed the time recorded as being spent on the relevant file was actually spent. He pointed out that the grounds of the claim had to be settled and a statement of facts relied on prepared. In judicial review cases additionally there had to be a paginated bundle of documents which should include the relevant legislation, an index and a list of essential reading.
103. The IO in his report of 10th October 2006 recorded that Mr Okoro's costs of £10,965.96 (excluding VAT) had been transferred from client account to office account according to the ledger on 1st September 2004. Ms S first gave instructions in this matter to the Respondent on 1st September 2004.
104. In April 2003 Mr Okoro had prepared a power of attorney for Ms S in which he was appointed the donee. It was an enduring power and it was Mr Okoro's evidence that it had not been registered as Ms S had retained mental capacity at all times.
105. It was Mr Okoro's evidence that Ms S had retained her flat when she first moved to the nursing home and while she was in hospital and continued to retain it when she was discharged from hospital.

106. In April 2004 Mr Okoro authorised the local authority's housing officer and the client's relatives to enter the flat to arrange for its clearance. It was Mr Okoro's evidence that the flat had been on the upper floor of the building and Ms S had accepted that if she were to return to her own home it would have to be a ground floor flat.
107. In July 2004 Mr Okoro and a social worker arranged for Ms S's relatives to assist them in clearing the clients flat and then handed the flat back to the local authority's housing department. It had been recorded that a bundle of Ms S's National Savings Bonds and Certificates and other documents had been passed to her niece who had signed a schedule of them as a receipt. On 9th and 10th August 2004 Mr Okoro prepared a schedule of Ms S's national Savings Bonds and Certificates which differed from that prepared by the local authority in only two respects. Mr Okoro then applied for encashment of Ms S's entire portfolio.
108. On 1st September 2004 Mr Okoro received a payment by BACS of £84,025 representing the encashment of Ms S's savings.
109. It was Mr Shelley's evidence that in connection with the power of attorney the work on the file should be costed at a level of £175- £150 per hour. He recorded 30 letters out, 49 letters in and 7 telephone calls. The recorded time was 4 hours at £150 (attendance by junior fee earner on 28th June 2004) and 18 hours 15 minutes at £175 (work by senior fee earner). Where routine letters out were charged as **1 10th** the time costs would have been the equivalent of 24 hours and 20 minutes at £175 (£4,270) plus 4 hours at £150 (£600) making the appropriate fee £4,870. The hourly rates used were composite rates inclusive of mark-up. It was Mr Shelley's conclusion that reasonable costs in that matter would have been £5,000.
110. The IO's report confirmed that Mr Okoro's actual charge of £13,324.86 the costs had been transferred following a series of invoices, the first of which had been dated 1st September 2004. He also noted that the judicial review bill of the same date and the first power of attorney bill amounts had been transferred together.
111. It was the Respondent's evidence that the costs draftsman had not had a full and complete file relating to Ms S's power of attorney. In particular a number of attendance notes and other documents had been missing. In his oral evidence Mr Shelley accepted that had the hours recorded in these further documents been included in his calculations his opinion as to overcharging in connection with Ms S's power of attorney matter would have been considerably revised. He had not, however, undertaken the exercise of recalculating the maximum reasonable costs figure. The question of added documents is dealt with below in paragraphs 1-135 hereunder
112. The costs draftsman had also considered Mr Okoro's billing levels in connection with two further cases, that of Ms A and Ms O deceased.
113. Ms A was an elderly lady who had recently been the victim of identity theft and a local authority social worker had asked Mr Okoro on the telephone to act on her behalf in connection with her granting a power of attorney appointing him as the donee.

114. After the social worker's telephone call, Mr Okoro wrote a client care letter quoting a fee of £700 to draw up the power of attorney with future work to be charged at £150 per hour. No further estimate of costs was given.
115. An invoice had been prepared dated 29th September 2005 which included the quoted fee of £700, with an additional fee of £250 for visiting the client and advising and a fee of £500 for liaison with Mrs A's residential home and her bankers. It was the costs draftsman's opinion that the £250 should have been included in the £700 quoted and the work for which £500 was sought had not been carried out at the invoice date. A further bill for £990 dated 18th November 2005 covered work that had been covered by the earlier charge of £500.
116. A further bill for £4,702.13 dated 14th February 2006 was expressed to cover "attending and visiting you ... liaison with hospital care manager ... visiting nursing homes to ascertain which best suits your needs." It was the costs draftsman's opinion that the file record did not support the claim that these activities had been undertaken. A final bill of £975 had been issued on 26th April 2006 which on its face was for a smaller amount than the value of the time stated to have been spent (9 hours charged at £150).
117. The total amount charged was £8,117.13 which the costs draftsman assessed to be an overcharge of more than £1,500 or 20%.
118. It was the costs draftsman's opinion that the bills had been drawn in anticipation of work done when such work was neither routine nor predictable. It was Mr Okoro's evidence that the work billed had taken place. Mr Okoro conceded that there might not have been attendance notes on the file. The firm did not have a computerised time recording system but its policy was to make paper attendance notes regarding time spent. It had been his practice to make notes in his diary or on rough paper with a view to preparing a journal note later. He accepted that he had not always prepared the formal note and the rough note had not been filed. Mr Okoro had charged less than he had been entitled to charge. It was Mr Okoro's case that he had undertaken the work for which he had billed. The full file had not been before the costs draftsman. In his oral evidence the costs draftsman accepted that his opinion of the level and nature of the charges would have been modified had he had the additional material.
119. In the matter of O deceased, the clients had initially been the brother and sister of Ms O, an intestate single mother who left dependent children who were represented by Ms Adesemowo.
120. The client care letter indicated a fixed fee of £700 plus VAT for obtaining letters of administration.
121. From September 2002 the matter was conducted by Mr Okoro. Notification of change of solicitor had been given to third parties. There was no evidence in the file of any retainer by the administrators of the estate (the brother and sister). There was no client care letter addressed to the clients by Mr Okoro.

122. The main asset of the estate was a flat held for O deceased's minor children. There was no statutory trust file and no letters to the administrators explaining how payments were to be made to be the beneficiaries.
123. Mr Okoro's charges were £9,578.39. It was the costs draftsman's view that a reasonable charge would have been £2,520. The costs draftsman was of the opinion that there had been an overcharge of over £7,000, which represented more than 208% of the appropriate amount.
124. The costs draftsman found no costing notes in support of any of the bills and noted that the local authority had paid the conveyancing charges for the flat as part of the purchase agreement. Two deductions had been made from client account totalling £2,442.11. There was no evidence of bills for this amount.
125. It was the Respondent's evidence that this was a complex matter. In his statement he set out a number of factors which had to be addressed. The costs draftsman had not had a complete file. There were a number of additional documents including attendance notes, time records and correspondence that should have been on the file.
126. The costs draftsman had not recalculated what he considered to be reasonable charges but accepted that had he taken the additional material into account his opinion would have been substantially revised.
127. It was common ground that the files considered by the costs draftsman had been collected from Mr Okoro's office by the IO. The IO had delivered them to the costs draftsman.
128. It was the costs draftsman's evidence that the files were in reasonably good order and that he had not in any way re-configured them. He had handed the files back to the IO in precisely the same state that he had received them. The IO had then passed the files back to Mr Okoro.
129. Mr Okoro had sent the original files to the Applicant who after photocopying them had returned the original files to him. When the Applicant began to prepare his application to the Tribunal he had made photocopies of the files relating to Ms S, Ms A and O deceased and had sent the photocopies to the costs draftsman.
130. When costing the original files the costs draftsman had made hand written notes recording all letters, documents and attendance notes in the order in which he found them on the files.
131. The costs draftsman ascertained that some documents had been added and some had been removed.
132. In the matter of Ms S, fifteen documents had been added including attendance notes and a client care letter. Four documents including a letter received from Camden Borough Council, and two brief attendance notes had been removed. In the matter of Ms A, thirteen documents had been added including a letter in from Camden Council Tax Division and letters out and attendance notes, and a print out of case law relating to NHS funding.

133. It was discovered that the missing document, namely a letter from Camden Borough Council had been dated 28th April 2004 and recorded an arrangement envisaging an appointment with Ms S on 29th April 2004. Mr Okoro had provided an attendance note referring to the attendance taking place on 29th April when he says the inventory of valuables was prepared. It was the Applicant's case that the inventory was almost the same document as that which had been prepared by the local authority and signed by Ms S's niece on 1st April 2003. In his oral evidence Mr Okoro explained that the inventory of valuables related to an inventory of the contents of Ms S's flat and was not a list of her investments. In the matter of O deceased there had been forty one documents added including attendance notes and a number of letters in from institutions including Abbey National and several from Lewisham Borough Council.
134. It was Mr Okoro's evidence that upon his receipt of the IO's report he made written representations to the SRA on 14th November 2006. In that letter Mr Okoro said:
- “We do not have a copy on the file, but we have asked our clients the administrators to provide us with copies of our terms of business letter and client care letter to them confirming our instructions. As soon as they are to hand, we shall make them available to you.”
135. The Respondent explained that the IO had returned the files to him in August 2006. It appeared that the files had not been returned in their entirety. For instance the document dated 7th March 2003 (which had been annexed to the Applicant's supplementary statement) had not been included in the file of Ms S. Copies of the files had not been made before the originals were returned to Mr Okoro. It was Mr Okoro's evidence that the letter addressed to him by Camden and Islington NHS dated 28th April 2003 was not included in the file for Ms S. Had he seen that letter, confirming that an appointment had been arranged for Mr Okoro to visit Ms S on 29th April 2003 (the Respondent would not have made the attendance note that he did). A copy of that letter had had to be obtained from Camden and Islington NHS.
136. Mr Okoro said that when the IO returned the files to him in August 2006 and he read in the costs draftsman's report of his complaint that the papers in the files were not filed in sequence, Mr Okoro proceeded to tidy up the files. That had been in August/September of 2006. Mr Okoro had no idea that the costs draftsman had not copied the files at that time. He attempted to arrange the files in chronological order. He also wrote up attendance notes from the notes which he had made on scraps of paper or in his diary and from his recollection of the time that he had spent on each of the matters. Mr Okoro pointed out that his firm had moved from Mayfair to Sutton and there had been documents in storage boxes relevant to the files which had not been placed on the files. Those documents had been identified and Mr Okoro had placed them on the relevant files in the chronologically appropriate place.
137. Mr Okoro had instructed legal representatives in connection with the disciplinary proceedings and he had informed his representatives that he had tidied up the files and introduced additional documents. Mr Okoro produced letters from his former legal advisors one of which stated that the advisor remembered clearly that Mr Okoro had told him that the files seen by the costs draftsman had various documents missing and that these would need to be added to the files to ensure that they were complete. In a

letter addressed to the Respondent from a different legal advisor that advisor said “I would be grateful if you could identify which is the additional material that you identified which has not been considered by the SRA’s costs draftsman.”

The Submissions of the Applicant

138. Mr Okoro had acted in breach of Rule 19 of the Solicitors Accounts Rules 1998 when he transferred monies from client account to office account in connection with the matter of Ms S at a date when he was not entitled to such monies because he had not undertaken the requisite work and because the sum which he charged, having given an estimate of costs of £20,500 inclusive of disbursements and Counsel’s fees to conclude the judicial review matter, was over one half of that for the initial letter of claim which led to a capitulation by the local authority concerned. That was a manifestly excessive charge. The provision of the written estimate was inconsistent with an agreed or fixed fee which meant that the monies could not be taken in advance of work being done.
139. In the matter of O deceased there had been no costing notes in support of any of Mr Okoro’s bills. The local authority had paid the conveyancing charges for the flat which was the main asset in the estate. Two deductions had been made from client account when there had been no evidence that bills of costs had been issued in respect of those deductions.
140. With regard to allegation 10 and overcharging the Applicant relied on the evidence of the costs draftsman and his report which set out the levels of charging which in his opinion had taken place. The Applicant did put that matter as a matter of dishonesty and in overcharging clients Mr Okoro had taken advantage of them.
141. Mr Okoro had failed to comply with the Solicitors Costs Information and Client Care Code 1999 in particular he had not in the matter of Ms A kept her updated on costs and he had delivered bills in excess of the figure quoted in his client care letter. In the matter of O deceased he had not sent a client care letter.
142. With regard to allegation 12 and the fabrication of documents it was the SRA’s case that Mr Okoro had created an attendance note dated 28th April 2003 on the file of Ms S. That document had not been on the file when it was originally inspected by the costs draftsman. Mr Okoro had subsequently created that document together with an inventory of valuables which had been attached to the missing letter of 28th April. That inventory faithfully followed the inventory which had been created earlier by the local authority which had been signed by Ms S’s niece when the documents listed had been handed to her on 1st April 2003. That was an example of the fabrication by Mr Okoro.
143. The SRA relied upon the entirety of the costs draftsman’s evidence namely that a number of documents, in particular attendance notes, had been added to the files by Mr Okoro after they had been costed by the costs draftsman. The Applicant did allege that in this respect Mr Okoro had been guilty of dishonesty.
144. Dishonesty was not an essential ingredient of the allegation but the issue of dishonesty was one upon which the Tribunal would decide. It was open to the

Tribunal to find any or all of the allegations substantiated without finding that there was any element of dishonesty.

145. When considering the question of dishonesty it was right that the Tribunal should apply the two part test set out in the case of Twinsectra – v – Yardley and Others [2002] UKHL 12

The Submissions of Mr Okoro

146. The Tribunal was invited to consider the written testimonials handed up in support of Mr Okoro. Those testimonials confirmed that he was a competent solicitor whose integrity and honesty had never been brought into question.
147. With regard to the specific matters upon which the Applicant relied it was clear that Mr Okoro had carried out research into the case of Ms S. It was right that where the only avenue available to Ms S to contest a local authority's decision not to meet her after care costs was to seek judicial review of that decision. Mr Okoro had been alerted to the fact that the local authority's decision was erroneous by his client and he needed carefully to check the position. Whilst Mr Okoro might have spent more time than was absolutely necessary it was his case that the time which he had spent on research had been reasonably incurred.
148. The Tribunal was invited to give due weight to the final question put on behalf of Mr Okoro to the costs draftsman namely that if he had costed the files on the indemnity principle he would have substituted a different reasonable figure in particular taking into account the fragility of the client. There was no evidence that the work which Mr Okoro claimed to have done had not been done. It had been Mr Okoro's case that his level of charging represented a bargain in view of the costs estimate that had been given by city firms.
149. With regard to the matter of Ms S's enduring power of attorney an assumption had been made that Ms S had simply moved from a care home to hospital. This was a wrong assumption as she had a flat and had moved from the flat to the care home and thence to hospital. She had retained the tenancy of the flat and her belongings had remained there. The inventory of valuables had related to the contents of the flat and included items such as furniture, televisions, clothes and so on. The Respondent was the donee of the power of attorney and had responsibility to account for all of Ms S's belongings. The time spent on going through these items and drawing up a schedule was entirely justified.
150. It had been Mr Okoro's evidence that documents had been missing from all the files that had been returned to him by the IO. When the Applicant had written to Mr Okoro to seek his assurance that the totality of the files had been provided, at the time Mr Okoro had at that time believed that to have been the case.
151. In the matters of Ms A and O deceased the Tribunal was invited to give due weight to the fact that the costs draftsman had indicated that had he had the additional documents subsequently made available, it was entirely possible that he would not have found there to have been any overcharge.

152. The Tribunal was invited to note that on the O deceased file a number of documents had been added and could not have been fabricated as they had been written to Mr Okoro by external organisations.
153. The Tribunal was invited to note the costs draftsman's evidence that the Respondent's files had been maintained in a haphazard way. The Respondent himself explained that having learned of this criticism upon receipt of his original files he tidied them up. Again it was the cost draftsman's evidence that he had left the files in exactly the same state that they had been in when he received them.
154. The Tribunal was invited to accept Mr Okoro's evidence that he had found a number of documents relating to these files in storage boxes which had been packed up on his move from his old office and had not been unpacked upon his arrival at his new offices.
155. There had been no deliberate attempt to mislead his clients or the SRA by Mr Okoro. It was accepted that he might have had a lackadaisical or careless attitude to the preparation and filing of attendance notes. It was not unheard of for a solicitor not invariably to make full attendance notes and indeed conveyancing files were notorious for the absence of such notes. Attendance notes were not only to provide assistance when preparing bills but were also placed on the file to be an aide memoire.
156. In the submission of Mr Okoro the Tribunal should be slow to conclude that he had been dishonest simply because attendance notes found on files had not contained the fullest possible details.

The Tribunal's Findings of Fact

157. The Tribunal finds in connection with the matter of Ms S and the judicial review of Camden Borough Council's decision not to fund her after care when she had been discharged from hospital to the nursing home, Mr Okoro had not agreed a fee with Ms S. Mr Okoro's assertion that this had been the case was in direct conflict with the client care letter which he had addressed to Ms S. The Tribunal had before it no written agreement to fix a fee when Rule 19 (5) of the Solicitors Accounts Rules 1998 (5) states that an agreed fee must be evidenced in writing.
158. As the Tribunal finds that there was no agreed fee in this matter it also finds that the Respondent's bill drawn on 1st September 2004 was drawn in advance of his undertaking any of the work for which he purported to charge in that bill. The Tribunal finds that Mr Okoro's arrangement with his client was that he would charge for the work undertaken on an hourly basis. It followed that the bill was improper and it followed that the bill sought to charge a figure that was improper because work claimed had not been undertaken. The Tribunal had also to consider whether the bill was representative of the work undertaken on the judicial review file in any event. The Tribunal accepted the costs draftsman's evidence as to the appropriate time that should have been spent by a solicitor working on this file. In particular the Tribunal found that five days of research was not undertaken as claimed by Mr Okoro. The documents before the Tribunal indicated that the research had been undertaken online and that the leading House of Lords case that was specific as to its application to Ms S's case and consisted of a relatively brief judgement would not have taken such a

long time to find and would have required only a short amount of time to read. Similarly the Mental Health Act 1983 could readily have been accessed on the internet. The Tribunal finds as a matter of fact that Mr Okoro charged for hours that had not been spent in undertaking work for Ms S. The Tribunal finds as a matter of fact that Mr Okoro's charges represented a substantial and culpable overcharge.

159. With regard to the matters of Ms A and O deceased, the Tribunal accepted the Respondent's explanation of how additional documents had been incorporated into his file after the file had been costed by the SRA's costs draftsman. The Tribunal recognised that a number of these documents supported claims for time spent working on these files. The Tribunal noted in particular the costs draftsman's evidence that had this additional paperwork been available to him at the time when he costed the files his opinion would have been different. The Tribunal does not therefore find that Mr Okoro overcharged in connection with the cases of Ms A and O deceased.
160. The Tribunal accepted the costs draftsman's evidence that Ms A had not been kept informed of costs she was incurring from time to time. The Tribunal accepts the costs draftsman's evidence that Mr Okoro did not provide a client care letter when he assumed the retainer in the O deceased matter.
161. With regard to the allegation that Mr Okoro fabricated files the Tribunal found Mr Okoro's explanation for the addition of documents to the files entirely plausible. The Tribunal finds that when the files were returned to him he, mindful of the cost draftsman's remarks about the untidy manner in which they were kept, had sought to tidy them up. He had made formal attendance notes from rough notes that he had made and he had found documents which had not been placed on the relevant files. The Tribunal has taken into account the fact that Mr Okoro did not do this clandestinely but he had informed his legal representatives that he had undertaken this exercise. The Tribunal accepted Mr Okoro's evidence that he believed that the costs draftsman would have made copies of the files and that any changes would have been immediately apparent and would, in any event, have been drawn to the attention of any costs draftsman instructed to cost the files on behalf of Mr Okoro and ultimately would have been made apparent to the Applicant and the Applicant's costs draftsman. Mr Okoro had in fact decided not to instruct his own costs expert. With regard to the missing documents it was Mr Okoro's position that where documents were missing from any file that had been the position when the original files had been returned to him. There was no evidence before the Tribunal that could lead it to find that that was not the case. In any event Mr Okoro was entitled to the benefit of the doubt.

The Tribunal's Findings on the Allegations

162. In view of its findings of fact, in particular that there was no fixed fee agreement in the case of Ms S the Tribunal found that the Respondent in drawing a bill and transferring monies from client to office account on 1st September 2004 was in breach of Rule 19 of the Solicitors Accounts Rules 1998 and found allegation 2 to have been substantiated.
163. With regard to allegation 10, namely that Mr Okoro overcharged his clients and took advantage of them the Tribunal found that allegation to have been substantiated in so

far as it related to the matter of Ms S and her instructions to seek judicial review. The Tribunal finds that in this respect Mr Okoro was dishonest.

164. In the light of the Tribunal's findings of fact the Tribunal finds allegation 10 not to have been substantiated in the cases of Ms A and O deceased, although in accepting the costs draftsman's evidence the Tribunal did find allegation 11 to have been substantiated.
165. With regard to the allegation that the Respondent fabricated files, namely allegation 12, the Tribunal found that allegation not to have been substantiated having accepted the Respondent's evidence as to how his files came to contain additional documents after the costs draftsman had inspected them. The Tribunal had also accepted Mr Okoro's explanation of the missing documents.
166. With regard to the question of dishonesty the Tribunal applied the two part test expressed by Lord Hutton in the case of Twinsectra – v – Yardley and Others [2002] UKHL 12 namely "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."
167. The Tribunal found that in drawing a bill on 1st September 2004 the date when he was instructed by Ms S to pursue a judicial review of Camden Council's refusal to pay after care costs following her discharge from hospital despite her mental health history in the absence of an agreed fee and in asserting that the time taken to deal with the matter was considerably greater than was in fact the case which in turn led to the charge being considerably in excess of what would have been a fair and reasonable charge in particular when at the material time Mr Okoro was the Respondent's attorney and was responsible for the management of her financial affairs and, indeed, he had on the same day received some £80,000 of her money and in recognition of the fact that his client Ms S having being elderly and having the mental health history that she had she was a vulnerable client the Respondent's conduct was dishonest by the standards of reasonable and honest people. Having heard and seen the Respondent give evidence and heard his explanation that he was entitled to take the fees when he did because he had agreed a fee with the client, which the Tribunal found he had not, and his assertions that he had spent the time on the case that he had claimed, which the Tribunal found he had not, the Tribunal was satisfied Mr Okoro was aware of his dishonesty. In particular the Tribunal was satisfied so that it was sure that Mr Okoro did not have an honest belief that the bill was for an appropriate figure and that he was entitled to pay himself from the client's funds. In reaching its conclusions the Tribunal found that he knew that what he was doing was dishonest by the standards of reasonable and honest people.
168. With regard to the charges made by Mr Okoro in respect of Ms S's enduring power of attorney and the management of her affairs subsequently and in the matter of Ms A and O deceased the Tribunal has accepted the evidence and explanations given by the Respondent and cannot be sure that his bills represented culpable overcharging.

Mr Okoro's Mitigation

169. The Tribunal was invited to give Mr Okoro credit for his early admissions of a number of allegations. He had accepted that he had been strictly liable as a partner of Ms Adesemowo. Mr Okoro had admitted allegation 1 but the Tribunal was invited to take note of the fact that these matters were of a historical nature. Mr Okoro had been required by The Law Society to lodge half yearly Accountant's Reports and prior to the hearing he had lodged six of those Reports all of which had been on time and unqualified.
170. The Tribunal was invited to give due weight to the testimonials handed up in support of Mr Okoro which all spoke highly of his competence and integrity. Mr Okoro had not been subject to disciplinary proceedings before.
171. The matter had been hanging over Mr Okoro's head for a long time. The substantive hearing had been adjourned in February 2009 owing to inclement weather and had been adjourned part or heard in August 2009 owing to a technicality.
172. Mr Okoro's practice employed two salaried partners and a number of support staff.
173. Mr Okoro had been extremely proud to be a solicitor. He had worked hard and in the best interests of his clients.
174. Mr Okoro was a married man with two school age daughters.
175. Mr Okoro had been named the ACAS employer of the year in the 2004 UK Trade and Investment/Black Enterprise Awards.
176. Mr Okoro had undertaken pro bono work and played a major role in his religious community.
177. The Tribunal was invited to give due weight to the financial circumstances both of Mr Okoro and Mrs Adesemowo (whom Mr James also represented in connection with any costs order to be made by the Tribunal). Details of their respective financial positions had been handed in and questions raised by the Tribunal in connection with their financial situations had been responded to at the hearing.

The Tribunal's Sanction

178. The Tribunal gave Mr Okoro credit for the esteem in which he was held by others, his compliance with The Law Society's requirements for six monthly filing of Accountant's Reports, his early admissions and the fact that the serious allegation of fabrication of files had not been substantiated against him. The Tribunal also took into account the costs draftsman's acceptance that had he had the full file documents when considering costs in the matters of Ms A and O deceased, his opinion would have differed somewhat.
179. The Tribunal has, in connection with the judicial review to be pursued on behalf of Ms S, found, for the reasons set out above, that Mr Okoro was dishonest.

180. Mindful of its first duty to protect the public and its second duty to maintain the good reputation of the solicitors' profession the Tribunal reached the conclusion that it was both appropriate and proportionate that Mr Okoro be struck off the Roll of Solicitors.
181. The Applicant sought the costs of and incidental to the application and enquiry. The Applicant had provided a schedule of costs to the Tribunal and to Mr Okoro and Ms Adesemowo but indicated to the Tribunal that a figure of £40,000 would be acceptable even though it represented a rather smaller amount than that sought. Mr James on behalf of Mr Okoro and Ms Adesemowo who queried the quantum of the costs sought and expressed reasons why they should not be at such a high figure. He also invited the Tribunal to apportion any costs awarded between his two clients indicating that Ms Adesemowo should bear the smaller proportion. The Tribunal took these representations into account.
182. On the question of costs the Tribunal concluded that it would be proportionate summarily to fix the costs in the sum of £33,500. In its Order made on 4th August 2009 in respect of Ms Olojo the Tribunal Ordered her to make a contribution towards the costs of £1,500. The balance of the costs were to be paid as to £25,000 by Mr Okoro and £7,000 by Ms Adesemowo. Their liability for the payment of such costs was to be several.
183. The Tribunal had due regard to both of these Respondents' parlous financial circumstances and also had born in mind that its Order removed Mr Okoro's ability to earn his living as a solicitor. In such circumstances the Tribunal concluded that it would further Order that the costs orders made against Mr Okoro and Ms Adesemowo should not be enforced without the consent of the Tribunal first obtained.

Dated this 19th day of March 2010

On behalf of the Tribunal

D. Potts
Chairman