

**5 THE 'SMOKING GUN' ROUND SUM TRANSFER ALLEGATION : THE STRUPCWESKI £25.00
COPYING BILL**

Rule 19 (2) of the Solicitors Account Rules 1998 provide that

(2) A *solicitor* who properly requires payment of his or her fees from money held by the *client* or *controlled trust* in a *client account* must first give or send a bill of *costs* or other written notification of the *costs* incurred, to the *client* or the paying party.

(3) Once the *solicitor* has complied with paragraph (2), the *client* or the paying party

The main Round Sum Transfers Allegation had failed , but during the course of the trial the Law Society introduced a new Round Sum Allegation which its legal team treated as a 'smoking gun'.

Strupccweski was a probate case. The bill was £19,975. I had transferred £20,000. The Law Society thought they could finally prove that at least one Round Sum Transfer breach had been committed.

Unfortunately, the Law Society was wrong, and in the most embarrassing of ways

The £25 represented photocopying and postage costs which, pursuant to a Practice Rule issued some years earlier advising that postage and copying bills should be treated as disbursements, I had entered the £25 bill in the Expenses section of the Estate Accounts. Had the Investigators looked at the Estate Accounts, they would have seen the entry.

Park J found:

87. There are, however, two other matters which I need to say something about before I can move on to a different topic altogether. The first is this. On 7 June 2001 a single matter round sum transfer of £20,000 was made with reference to the estate of Helen Strupczewski deceased. The bill in respect of the matter (including VAT) was £19,975. An astonishing amount of time was devoted on behalf of the Law Society to the missing £25. This is the matter of which Miss Sheikh said, in a passage which I have quoted earlier: *'It is a very small matter, Mr Malek. ... You have slip-ups from time to time.'* Nevertheless, given the stress which Mr Malek sought to put on it, I need to say something about it. Mr Malek's point was that, although Miss Sheikh said that she always prepared the bills before she made any transfer from client to office account, the missing £25 shows that she did not do so in the Strupczewski matter; perhaps that casts doubt on the truthfulness and reliability of all her evidence.
88. Miss Sheikh agreed that the bill for professional services to the estate was only £19,975, but she said that an examination of other documents showed that the firm had provided some copying services for which it was entitled to bill the estate for further sums. Those further sums were small in themselves but were more than £25. Documents to which I was taken did show that the copying work was done, and that a

charge for it was taken into account in calculating the final value of the net estate for distribution to the beneficiaries. Miss Sheikh's initial evidence was that she believed that there would be another bill somewhere, as well as the bill for £19,975. But searches by the Law Society team at the trial failed to find one. When this was put to Miss Sheikh she accepted that it appeared in this particular instance that there had been an oversight, and that a bill which should have been drawn up was not drawn up. She added that, although the main bills were prepared by herself, minor and supplementary ones of this nature were delegated to a secretary. *'We have this problem a lot. They forget to put the photocopying bill separately. It is an oversight.'* I add that, although I have not been able to trace the reference in writing this judgment, I recall from reading through the transcripts that there were references to another matter in which a supplementary bill in an amount of a few hundred pounds should have existed but seems not to have been drawn up.

I decline on account of these features whereby there is a missing bill for the copying charges to the Strupczewski estate and the main bill is £25 lower than the round sum transfer, to reject Miss Sheikh's evidence either generally or on this particular aspect of the case.

