

**IN THE MATTER OF THE *Legal Profession Act, R.S.A. 2000, c. L-8*, and the Resignation of
Obi Agbarakwe, a
Member of the Law Society of Alberta**

A. Introduction

1. On December 17, 2014, a Resignation Committee comprised of Gillian Marriott, Q.C.(Chair), Robert Harvie, Q.C. and Walter Pavlic, Q.C. convened at the Law Society of Alberta ("LSA") offices in Calgary, AB to hear the resignation application of Mr. Obi Agbarakwe. The LSA was represented by Mr. T. Meagher. Mr. Agbarakwe was present at the application and was unrepresented by Counsel, although it was noted that Mr. J. Rooney, Q.C. had been his Counsel up to the commencement of the Hearing on December 16, 2014. This matter commenced as a Hearing but during the proceedings, Mr. Agbarakwe tendered his application for resignation pursuant to section 61(1) of the *Legal Profession Act, R.S.A. 2000, c. L-8* (the "LPA"). The Hearing Committee was then reconstituted as a Resignation Committee by a vote of the Benchers to hear the resignation application.

B. Jurisdiction and Preliminary Matters

2. The jurisdiction of the Resignation Committee was established with the admission by consent of the following exhibits:

Exhibit 1	Letter of appointment dated November 24, 2014
Exhibit 2	Statement of outstanding formal citations, dated November 3, 2014
Exhibit 3	Certificate of the exercise of discretion regarding delivery of Private Hearing Application notices
Exhibit 4	Certificate of status dated November 3, 2014 confirming Mr. Agbarakwe was a suspended Member of the LSA.
Exhibit 13	Appointment of Resignation Committee: Gillian Marriott, Q.C. (Chair), Robert Harvey, Q.C. and Walter Pavlic, Q.C.

3. The Parties had no objection to the composition of the Committee.

4. The Committee was advised that no party intended to apply to have the application held in private. As a consequence, the application proceeded in public.

5. The Resignation Committee was advised that Mr. Agbarakwe's application for resignation pursuant to section 61(1) was proceeding with the consent of the LSA. Mr. Agbarakwe provided the necessary application documents which were admitted by consent as follows:

- Exhibit 7 Letter dated November 26, 2014 signed by the Deputy Executive Director, Regulation setting out Mr. Agbarakwe's discipline record with the LSA
- Exhibit 9 The Application for Resignation dated December 17, 2014 and signed by Mr. Agbarakwe.
- Exhibit 10 A Statutory Declaration sworn by Mr. Agbarakwe on December 17, 2014 confirming that:
- i) all trust funds and client property for which he was responsible had been accounted for and paid or delivered to the persons entitled thereto, or transferred to Mr. J. Shafir which assumed responsibility for Mr. Agbarakwe's practice in 2012; and that,
 - ii) Mr. Agbarakwe was not aware of any outstanding claims against him.
- Exhibit 11 An Admitted Statement of Facts dated December 17, 2014 signed by Mr. Agbarakwe.
- Exhibit 12 An undertaking dated December 17, 2014 signed by Mr. Agbarakwe confirming his agreement:
- i) to cooperate with the Law Society of Alberta and the Alberta Lawyers Insurance Association in respect of any future claim made against him or the Assurance Fund regarding him now or in the future.
 - ii) to pay any deductible with respect to any claim paid by the Alberta Lawyers Insurance Association and to pay the Law Society of Alberta any amount of any claim paid by the Law Society's Assurance Fund;
 - iii) to locate and surrender to the Law Society of Alberta the Certificate of Enrolment issued by the Law Society pertaining to his admission to the Bar.
 - iv) not to reapply for reinstatement as a member of the Law Society of Alberta.

C. Admitted Facts and Outstanding Citations

6. The Statement of Admitted Facts which is Exhibit 11 is attached as Schedule “A” to this decision and is an integral part of it.

7. Mr. Agbarakwe was facing 23 citations the most significant of which related to the misappropriation and wrongful conversion of funds held in trust, breach of a trust condition imposed by another member, and the failure to respond, cooperate and/or to be candid with the Law Society of Alberta. The citations are set out more particularly in Schedule “A”.

8. In addition to the Admitted Statement of Facts signed by Mr. Agbarakwe, the Resignation Committee was also provided with the following documents which support the facts set out above and which were entered by consent as Exhibits 6 and 8:

EXHIBIT 6 Binder of Documentation prepared by the Law Society of Alberta in support of Citations and its acceptance of the Resignation.

EXHIBIT 8 Estimated Statement of Costs.

9. Both parties made submissions to the Resignation Committee.

D. Analysis

10. The issue to be determined by the Resignation Committee is whether, given the totality of the evidence as set out in the Exhibits, the Member’s application pursuant to 61(1) of the *Legal Profession Act*, should be granted? Further, the Resignation Committee is to consider whether it is in the best interest of the public and members of the Law Society to permit the Member to resign prior to the resolution of the outstanding matters of concern or under review by the Law Society as set forth in the Resignation Guideline at paragraph 21.

11. Given the facts which the Member has admitted, it is the finding of the Resignation Committee that the best interests of the public and the Law Society of Alberta are served with the acceptance of the resignation of the Member

12. Had the matter proceeded to hearing, and the hearing resulted in a finding of guilt respecting all allegations against the Member, the most severe citation available would be that of disbarment. By electing to resign the Member has voluntarily created the same result. Further the Member has undertaken not to reapply to the Law Society for reinstatement in the future.

13. As set out in paragraph 10 of the Statutory Declaration entered as Exhibit 10 in these proceedings, the Member confirmed:

“I make my resignation application pursuant to section 61 of the *Act*. I have read section 61 of the Legal Profession Act concerning resignation, and section 1 (c) of the Act concerning the definition of “disbar” and am aware of the effect of my resignation while facing outstanding proceedings under the above citations if it is accepted under section 61.”

14. The Member was further questioned by the Chair, and confirmed that he understood that his resignation under section 61 did constitute “disbarment” in accordance with section 1 (c) of the *Act*.

15. Some may suggest this is too little consequence for the conduct of the Member. To this, we would state that from the point of view of the Law Society of Alberta, it is the most serious consequence that we have the authority to impose. We also note that the application was a joint application.

E. Decision

16. The Resignation Committee finds that the Member’s conduct is incompatible with the best interests of the public and his failures either as a lawyer or in his business dealings.

17. The Resignation Committee accepts the Member’s application for a resignation pursuant to section 61(1) of the LPA.

18. The Resignation Committee accepts the Undertakings made by the Member and reiterates that those Undertakings form an integral part of the reasons for granting this application for resignation under section 61(1).

F. Costs

19. The estimated Statement of Costs was entered as Exhibit 8 in the amount of \$25,352.73. The Resignation Committee directs that the Member pay the actual costs prior to and in the event that he makes an application in future for reinstatement as a Member of the Law Society of Alberta, and his undertaking not to apply for reinstatement is waived.

G. Final Matters Arising

20. With respect to matters arising the Resignation Committee directs that:

- (a) all exhibits in these proceedings be available for inspection and copying, subject to redaction of names of third parties for privacy purposes;
- (b) Mr. Agbarakwe make best efforts to locate his certificate of admission and should it be found, surrender it to the LSA;
- (c) the details of this decision shall be noted in the Roll, including the condition related to costs, and the record of these proceedings, including the Statement of Admitted Facts and the exhibits put before the Committee shall be preserved for reference in any future application for reinstatement;
- (d) With respect to notice, Mr. Agbarakwe brought his application as a suspended member of the LSA [Exhibit 4]. Notice of that suspension was previously provided to the profession and the courts. A further notice of his resignation under section 61 of the LPA is neither mandatory nor required;
- (e) a referral to the Attorney General shall be made.

Dated at Edmonton, Alberta, April 1, 2015

Gillian D. Marriott, Q.C.

Walter Pavlic

Robert Harvie, Q.C.

Schedule "A"

IN THE MATTER OF THE *LEGAL PROFESSION ACT* IN THE MATTER OF AN APPLICATION PURSUANT TO SECTION 61 OF THE ACT BY OBI AGBARAKWE, A MEMBER OF THE LAW SOCIETY OF ALBERTA

STATEMENT OF ADMITTED FACTS

1. I was an active and practicing member of the Law Society of Alberta (the "Law Society") from my admission on March 4, 2005 until I became inactive on September 30, 2011. During that time I was a sole practitioner operating under the trade name "Millwoods Law Office" practicing mainly in the area of real estate law.
2. On April 2, 2014, I was suspended from the Law Society for non-payment of fees.
3. On January 10, 2012 (Citations 1 & 2), August 14, 2012 (Citations 3-15) and September 19, 2012 (Citations 16-23) the Conduct Committee of the Law Society directed the following citations to be heard by a Hearing Committee of the Law Society:
 1. IT IS ALLEGED THAT you took unfair advantage or attempted to take unfair advantage of your former client A.M., and that such conduct is conduct deserving of sanction.
 2. IT IS ALLEGED THAT you registered a Transfer of Land with the intent of defeating the creditors of A.M., and that such conduct is conduct deserving of sanction.
 3. IT IS ALLEGED THAT you breached a trust condition imposed by member, K.P. and accepted by you, and that such conduct is conduct deserving of sanction.
 4. IT IS ALLEGED THAT you misappropriated or wrongfully converted client funds, funds held in trust, or funds held pursuant to trust conditions, and that such conduct is conduct deserving of sanction.
 5. IT IS ALLEGED THAT you allowed your trust account to fall into a shortage position, and that such conduct is conduct deserving of sanction.
 6. IT IS ALLEGED THAT you failed to maintain files in five matters for your client HH&H, and that such conduct is conduct deserving of sanction.
 7. IT IS ALLEGED THAT you failed to provide an accounting for trust funds requested by the Law Society, and that such conduct is conduct deserving of sanction.
 8. IT IS ALLEGED THAT you practiced while inactive and uninsured by receiving and paying out trust funds, and that such conduct is conduct deserving of sanction.

9. IT IS ALLEGED THAT you made a misrepresentation to another lawyer, K.P., concerning the amount of funds you held in trust, and that such conduct is conduct deserving of sanction.
10. IT IS ALLEGED THAT you failed to be candid with the Law Society, and that such conduct is conduct deserving of sanction.
11. IT IS ALLEGED THAT you failed to respond to the Law Society in a timely and appropriate manner in the matter of complaints by K.P. and G.G., and that such conduct is conduct deserving of sanction.
12. IT IS ALLEGED THAT you failed to comply with eight verbal undertakings given by you to the Law Society at your March 9, 2012 interview, and that such conduct is conduct deserving of sanction.
13. IT IS ALLEGED THAT you failed to cooperate with the Law Society investigation arising out of the complaints by K.P. and G.G., and that such conduct is conduct deserving of sanction.
14. IT IS ALLEGED THAT you failed to follow the Law Society accounting rules, and that such conduct is conduct deserving of sanction.
15. IT IS ALLEGED THAT you are ungovernable, and that such conduct is conduct deserving of sanction.
16. IT IS ALLEGED THAT you failed in your duty to provide competent service to C. Corporation, and that such conduct is conduct deserving of sanction.
17. IT IS ALLEGED THAT you misled or attempted to mislead the Court as to the content and volume of the file provided to successor counsel in the C. Corporation matter, and that such conduct is conduct deserving of sanction.
18. IT IS ALLEGED THAT you affixed fraudulent documents to your sworn affidavit so as to mislead or attempt to mislead the Court in the C. Corporation matter, and that such conduct is conduct deserving of sanction.
19. IT IS ALLEGED THAT you inflated your account to set off fees owed by your company to C. Corporation, and that such conduct is conduct deserving of sanction.
20. IT IS ALLEGED THAT you accepted funds on behalf of your former client C. Corporation and improperly applied those funds to your account, and that such conduct is conduct deserving of sanction.
21. IT IS ALLEGED THAT in the matter of C. Corporation you failed to record payments or altered your account to remove amounts previously credited, and that such conduct is conduct deserving of sanction.
22. IT IS ALLEGED THAT you conducted yourself in such a manner that brings discredit upon the profession by attempting to avoid a personal financial obligation to C. Corporation, and that such conduct is conduct deserving of sanction.

23. IT IS ALLEGED THAT in your response to a complaint in the matter of C. Corporation you failed to respond in a fair, accurate and courteous manner in your correspondence and in remarks concerning another lawyer J.W., and that such conduct is conduct deserving of sanction.
4. My client, HH&H, had been sued by a number of investors regarding a real estate development. The investors were represented by K.P., a member of the Law Society.
 5. On or about June 23, 2010, I received a letter (the "Trust Letter") from K.P., and discharges of caveats with respect to three properties being sold by my client, HH&H. The discharges were sent to me on the trust condition that I retain the entire sale proceeds from the three properties in trust until further agreement or court order.
 6. By letter dated June 25, 2010, I acknowledged receipt of the Trust Letter and the three discharges. I confirmed that the gross proceeds of the sale of the three properties would be \$525,000.00 and I asked for authorization from K.P. to pay realtor commissions of 10% (\$52,500.00) and the outstanding property taxes. I advised K.P. that I would hold the net proceeds in trust pending further agreement or a court order.
 7. By way of letter received by me on June 28, 2010, K.P. authorized me to pay the realtor commissions and property taxes (estimated to be \$3,000.00).
 8. On or before July 15, 2010, I discharged the caveats from the three properties using the discharges provided by K.P.
 9. By the end of June, 2010, I had received trust funds from the purchasers of the three properties in the amount of \$523,673.86.
 10. I elected to become an inactive member of the Law Society as of September 30, 2011. I understood that as an inactive member of the Law Society, I was exempt from the requirement to pay a professional liability insurance assessment and I understood that I was not covered under the Professional Liability Insurance Program for legal services while I was an inactive member.
 11. On or about October 5, 2011, I received a letter from K.P. confirming settlement between his clients and mine for payment by my clients of \$517,445.00 plus costs.
 12. I sent a letter to K.P. dated October 12, 2011, telling him that I had forwarded his correspondence and calculations to my clients and was awaiting their instruction.
 13. On October 28, 2011, I sent a letter to K.P. telling him that, by my calculations, when we paid out our account and other expenses, we would have a balance of approximately \$401,000.00. I also told him that my clients had approved the settlement agreement and they were ready to proceed, but that they needed to obtain funds from transactions which recently closed.

14. On November 7, 2011, I sent a letter to K.P. telling him that I had been directed to withdraw from the matter, to pay his costs, and to transfer the file to another lawyer, J.O. I included a discontinuance of action and a trust cheque for K.P.'s bill of costs.
15. On November 9, 2011, I received a letter from K.P. asking for an explanation, asserting that we had concluded a settlement agreement, asking for an accounting of trust funds from the sale of the properties against which caveats had been registered and discharged, and asking for delivery of trust funds.
16. On November 21, 2011, I received a letter from K.P. asking me to provide him with an accounting of the funds received from the sale of the properties and remit the proceeds to him through my office or through J.O.'s office.
17. I replied to K.P. by email message dated November 24, 2011, in which I told K.P. that I could no longer continue to hold the funds in my trust account and that I had returned the funds and the files to my client so that I could close my trust account.
18. On November 24, 2011, I received a letter from K.P. in which he advised me that if I released the sale proceeds to my client that I would be in breach of trust conditions and undertakings.
19. There was no court order or agreement between counsel authorizing me to disburse trust funds.
20. By letter dated November 25, 2011, K.P. complained to the Law Society about my conduct.
21. On December 7, 2011, I received an email message from Mr. Glen Arnston, an investigator with the Law Society. Mr. Arnston asked me for proof that my trust account had been closed and asked me to send him the trust reconciliations, trust account statements and cheque images for the months of June, July, August and September of 2011. My response was that my trust reconciliations and bank statement had been forwarded to my accountant for the accountant's report and that I would provide those to the Law Society upon completion of the report.
22. I sent an email message dated December 7, 2011 to Mr. Dumont of the Law Society, in which I confirmed that I had released all trust funds to my client.
23. K.P. commenced a legal action against me for breach of trust by filing a Statement of Claim on December 7, 2011. In that action, an order dated December 7, 2011, was made requiring me, amongst other things, to bring all relevant papers, documents and records relating to my disposition of trust funds to questioning scheduled for December 9, 2011.

24. K.P. swore an affidavit dated December 9, 2011, in which he swore that I confirmed that my trust records, including trust records dealing with my disposition of the trust monies at issue in the action, were with my accountant.
25. On January 3, 2012, I received an email message from Mr. Arnston telling me that he had contacted the offices of my accountant and that he had been advised that none of my accounting records were with them. I responded by email telling Mr. Arnston that I would forward the requested documents.
26. I failed to maintain my accounting records in accordance with the Law Society's rules.
27. I did not provide complete accounting records to the Law Society upon request.
28. I failed to respond to numerous inquiries by the Law Society, as further particularized below.
29. The accounting records that the Law Society investigator was able to obtain show the following:
 - a. By February of 2011, I had disbursed \$227,739.09 of the trust funds. I did not provide accounting records to explain the disbursement of these funds.
 - b. On July 8, 2011, I transferred trust funds to I. Inc. in the amount of \$30,000.
 - c. On July 29, 2011, I transferred trust funds of \$10,528.89 to my law firm, Millwoods Law Office.
 - d. On October 13, 2011, I transferred trust funds of \$15,763.20 to my law firm, Millwoods Law Office.
 - e. On October 25, 2011, I transferred the remaining trust funds of \$252,006.33 to file XXXXX, an unrelated client file.
 - f. On November 2, 2011, I transferred from file XXXXX:
 - i. \$15,000 to I. Inc. and
 - ii. \$12,006.33 to my law firm, Millwoods Law Office.
 - g. On November 23, 2011, I paid \$200,000 to S.A., the principal of HH&H.
 - h. On November 28, 2011, I paid \$9,898.26 to my law firm, Millwoods Law Office.
30. I. Inc. is a company that is owned equally by me and my wife. I was unable to provide the Law Society with supporting documentation or agreements for the payment of trust

funds to I. Inc. or statements of account for payment of trust funds to my law firm, Millwoods Law Office.

31. Mr. Joe Shafir was appointed as the custodian of my practice by court order filed May 1, 2012.
32. I failed or refused to respond to the Law Society with respect to numerous requests and in particular to provide the following:
 - a. my monthly trust reconciliations (with trust journal, bank statements and cancelled cheques) back to the month when trust transactions first occurred on any trust ledger card related to this investigation;
 - b. client trust ledger cards;
 - c. a back-up of my PC Law on a data stick;
 - d. my trust and general deposit slips;
 - e. all of my general records for 2011;
 - f. the following client files: XXXXX, XXXXX, XXXXX, XXXXX, XXXXX, and XXXXX;
 - g. the following trust bank drafts and certified cheques:

Clearing Date	Ref	Description	Amount
2 Aug 11		Bank Draft	\$7,598.88
29 Aug 11			\$15,265.83
29 Aug 11		Certified Cheque	\$15,000.00
2 Nov 11		Certified Cheque	\$15,000.00
2 Nov 11		Bank Draft	\$2,038.71
7 Nov 11		Certified Cheque	\$79,402.54
23 Nov 11		Bank Draft	\$200,007.50
23 Nov 11		Bank Draft	\$200,000.00

- h. invoices to support the trust payments to my general account;
- i. particulars on my trust shortage, including the amount of the shortage, how it occurred, how I discovered it, whether it was replaced and providing proof of replacement;

- j. adequate information or supporting documentation on the following trust payments:

Date	Source/Payee	Description	Payment	File #
2 Nov 11	[REDACTED]	Realtor Commission	\$15,000.00	XXXXX
2 Mar 11	[REDACTED]	Realtor Commission	\$37,000.00	XXXXX
30 May 11	[REDACTED]	Realtor Commission	\$14,957.28	XXXXX
8 Jul 11	[REDACTED]	Realtor Commission	\$30,000.00	XXXXX
28 Jul 11	[REDACTED]	Client Instruction	\$7,950.00	XXXXX
23 Sept 11	[REDACTED]	Instruction by David	\$90,000.00	XXXXX
4 Nov 11	[REDACTED]	Settlement funds	\$1,700.00	XXXXX

- k. contact information for the person who delivered my accounting records to the wrong office;
- l. particulars of what I consider to be inaccurate on the reconstructed client trust ledger cards the Law Society sent me;
- m. a copy of the “full accounting” I claim to have provided to my client S & D;
- n. particulars of the \$350,000.00 less commission, fees and disbursements I claim is in Mr. L.s trust account;
- o. proof of ownership of I. Inc.;
- p. contact information for my accountant, E.K.;
- q. contact information for my lawyer in Nigeria, O.N.;
- r. contact information for my former assistant, L.N.;
- s. a list of the files I gave to my client S.A., HH&H and S & D;
- t. proof of payment for the \$30,000.00 I paid to purchase condominium unit 208 from S & D;

- u. proof of payment for the \$30,000.00 S & D paid back to me when they purchased the condominium 208 back from me;
 - v. the legal description of condominium unit 208;
 - w. a status update from E.K. to the Law Society relating to the trust shortage; and
 - x. the accounting records of I. Inc.
33. Between October 4, 2011 and November 28, 2011, I had 63 transactions in my trust account with receipts totalling \$1,113,946.41 and disbursements totalling \$1,615,961.19.
34. In or about 2006, some investors bought an apartment property in Edmonton, Alberta that they converted to a condominium, which became known as the "S.B. Condominiums". In or about August of 2007, the investors retained me for the purpose of refinancing their condominium property and to assist with the selling of the individual units.
35. All the investors were members of my community and close friends of mine at the time.
36. I. Inc. purchased a unit in the S.B. Condominiums in or about August of 2007.
37. I provided some legal services to C. Corporation, the corporation formed by the owners of the S.B. Condominiums.
38. On or about April 26, 2010, I provided my entire file to C. Corporation at the request of its new president.
39. In a letter dated April 26, 2010, I advised C. Corporation that I had received two cheques, each in the amount of \$1,212.00, from I. Inc. on C. Corporation's behalf for payment of 12 months' condominium fees for I. Inc.'s unit in the S.B. Condominiums, which I applied to C. Corporation's outstanding legal account.
40. My file contained the following:
- a. Invoice XXX dated July 31, 2009 in the amount of \$5,586.68;
 - b. Invoice XXX dated April 25, 2010 in the amount of \$2,911.02; and
 - c. Reminder notices dated November 30, 2009 and January 28, 2010.
41. C. Corporation refused to pay the invoices that were on my file.
42. I made an appointment with an assessment officer to tax my accounts. A lawyer named J.W. represented C. Corporation at the taxation, which was held on March 3, 2011. One of the issues at the taxation was whether C. Corporation was responsible for payment of

my invoices. The assessment officer decided that he could not rule on that issue and the matter was referred to a special chambers application heard by Justice Lee on April 19, 2011. Justice Lee decided that C. Corporation was not responsible for my invoices.

43. C. Corporation claimed that, as of October 1, 2010, I. Inc. was in arrears of its condo fees in the amount of \$5908.56.
44. C. Corporation sued I. Inc. for condo fee arrears. In response, I filed a Third Party Notice against a number of the directors of C. Corporation and against J.W. The Third Party Notice against J.W. was dismissed upon application before a Master sitting in Chambers, as it failed to disclose a cause of action. Subsequently, I discontinued the claim against the individual directors.
45. On April 27, 2011, J.W. complained to the Law Society about my conduct. M.N. also made a related complaint about my conduct.
46. In my response to the Law Society dated July 1, 2011, I refer to a dispute between M.N., represented by J.W., and C. Corporation represented by me. The dispute was instigated by M.N. who was seeking information he claimed to be entitled to pursuant to s. 44 of the *Condominium Property Act*.
47. In my response, I alleged that:
 - J.W. was in a conflict by representing M.N. and the C. Corporation;
 - I demanded to know why J.W. should not be reported to the Law Society;
 - I asserted that J.W. was representing M.N. and C. Corporation against each other on July 20, 2010;
 - I asserted that J.W. obtained statutory declarations from board members as a pre-condition for M.N. dropping his action against C. Corporation;
 - I suspected J.W. of obtaining the statutory declarations to protect himself from allegations of soliciting C. Corporation as a client while I represented it;
 - J.W. represented both sides in litigation; and
 - J.W. introduced fresh evidence that caught me by surprise even though the affidavit that contained the evidence was served in accordance with the Rules of Court.

Assurance Fund Claims

48. With respect to the outstanding claim to the Assurance Fund, the claim involves a real estate transaction in which I represented myself and my wife as vendors of a property located in Edmonton, Alberta.
49. On December 29, 2009, I sent the lawyer for the purchasers, E.A., a trust letter in which I undertook to discharge Bank A's mortgage with the sale proceeds.
50. Sale proceeds in the amount of \$414,453.99 were deposited into my trust account on December 31, 2009. A portion of the sale proceeds covered a shortage in my trust account. The remainder of the sale proceeds was insufficient to pay out Bank A's mortgage and I failed to discharge the mortgage.
51. I made mortgage payments on Bank A's mortgage until late 2013.
52. Bank A filed a Statement of Claim against the purchasers on March 6, 2014, alleging that the mortgage was in default and seeking foreclosure. The amount owing on the mortgage as of March 5, 2014 was \$219,902.12. As of April 8, 2014, the amount owing on the mortgage was \$220,482.18.
53. The purchasers made a claim to the Assurance Fund on May 15, 2014.

Admission and Acknowledgement

54. I have applied to resign as a member of the Law Society pursuant to s. 61 of the *Legal Profession Act* and I admit the contents of this Statement of Facts as an admission of facts in support of my resignation application.
55. I further acknowledge that I have read s. 61 of the *Legal Profession Act* and have considered that my resignation application is a deemed disbarment pursuant to the definition of "disbar" in s. 1(c) of the Act.

DATED THIS 17th DAY OF DECEMBER, 2014.

Witness

Obi Agbarakwe