

**IN THE COURT OF FACULTIES
IN THE MATTER OF
RICARDO ANTONIO LADO, A NOTARY
AND IN THE MATTER OF
THE NOTARIES (CONDUCT AND DISCIPLINE) RULES 2015
HEARING: THURSDAY 5th APRIL 2018**

DECISION

BACKGROUND

1. Mr David Simon Matthew Edwards, the Nominated Notary, has filed a written complaint against Mr Ricardo Antonio Lado (“Lado”), a Public Notary alleging that he is guilty of notarial misconduct within the meaning of the Notaries (Conduct and Discipline) Rules 2015. These matters were considered by the court at a hearing on 5th April 2018. The complaints relate to seven clients and failures to comply with the order of this court dated 20th July 2015. They are set out in the Written Complaint.
2. The complaints cover a period between 2009 and 2017 and, in respect of each client, are very similar in nature. The Nominated Notary alleges;-
 - (a) Failures to keep his clients reasonably informed of progress in their matters (Mrs Howells, Mr Gillard, Mrs Wilson-Owens, Mrs Karamouzis, Mr Donovan).
 - (b) Failures to respond to communications from his clients within a reasonable time or at all (Mrs Howells, Mr Gillard, Mrs Wilson-Owens, Mrs Durkin, Mrs Karamouzis, Mr Donovan).
 - (c) Gross and unacceptable delays in carrying out work (Mrs Howells, Mr Gillard, Mrs Wilson-Owens, Mrs Durkin, Mrs Karamouzis, Mr Donovan).
 - (d) Gross delay in returning original documentation to the client (Mr Gillard, Mrs Wilson-Owens, Mrs Durkin, Mr Fowler)
 - (e) Overcharging (Mrs Howells, Mrs Durkin)
 - (f) Failure to repay, or procure the repayment of fees where the work had not been done (Mr Gillard, Mrs Wilson-Owens, Mr Donovan)
 - (g) Failure to pay compensation awarded to the client within a reasonable period (Mr Fowler)

- (h) Failure to take reasonable steps to procure the payment to the client of a refund of tax paid to Lado (Mr Fowler)
 - (i) Providing information to a client which he knew to be untrue (Mrs Howells, Mr Gillard, Mrs Wilson-Owens)
3. Further, it is alleged against him that, having been ordered under a Decision of the Court of Faculties dated 15th May 2015 to work under the supervision of Mr Roger Patten with an obligation to communicate with him every three months, he failed to communicate with him during the period 31st March to mid-September 2016 and he failed to attend a half-day course approved by the Registrar no later than 1st September 2016.
 4. Before turning to our decision in relation to these complaints we must set out Lado's failures in responding at all to these complaints. The Nominated Notary wrote to Lado on 9th November 2016 to inform him that he had been appointed by the Registrar to investigate complaints made by certain named clients and would be in contact in due course. He received no response to that letter. He wrote again in 22nd December 2016 with a summary of the complaints received and supporting annexes, mainly comprising communications from the complaining clients explaining their complaints.
 5. We have read that letter which covers five and a half pages. He was asked to inform the Nominated Notary whether he accepted or disputed the facts stated and each allegation made and, where he disputed the allegation, to provide a full explanation and relevant evidence in support. He was asked to let the Nominated Notary know promptly if anything was unclear or what further information or clarification he needed. In our judgment the matters in contention were set out comprehensively and in a way which it is easy to assimilate. It should have been well within the competence of anyone holding themselves out as a notary to have responded to its contents. Lado was asked to respond and let the Nominated Notary have copies of his files where requested by 27th January 2017. Emailed reminders were sent to Lado on 5th and 17th January.

6. The first response from Lado was by telephone on 24th January 2017 when he explained that his father had been very ill and he needed more time. The Nominated Notary agreed an extension to 13th February 2017 for him to provide the information and documents requested.
7. The only response to the allegations ever received by the Nominated Notary was in a letter from Lado dated 26th January 2017 in which he apologised for the delay in responding which he put down to the need to care for his father. He referred to the telephone call on 24th January and that he needed to consult insurers and counsel before replying to the allegations. He set out in that letter that the allegations were denied and invited the Nominated Notary to take up any matter relating to fees in the cases of the Gillards and the Wilson-Owens with Charles Crookes.
8. We note in passing that this letter was written on headed paper which advertises Lado Formoso Bowen as Notaries Public at a time when he was no longer insured to offer such services and at a time after he had informed the Faculty Office that he had “resigned” as a notary (see §13 below).
9. On 17th February the Nominated Notary received a copy of a doctor's note certifying that Lado was unfit for work due to stress for the period 4th February to 6th March 2017. On 8th and 22nd March he received further doctor's certificates, the last stating that Lado was unfit for work until 11th April on the grounds of bereavement. In a covering letter Lado indicated that his father had just died.
10. The Nominated Notary has set out in his Statement of Truth the steps he has taken from 9th November 2016 to the present to inform Lado of the investigation into the complaints made by his clients and his requests for responses to these allegations.
11. Lado has never applied for a further extension of time to respond, which we

have no doubt would have been granted, and to date the Nominated Notary has received no substantive response to his letter of 22nd December 2016 and has not been supplied with copies of Lado's files where requested. Save for one response on 26th January 2017 (see §7 above), Lado has not responded to the Nominated Notary's enquiry as to whether he intended to respond to the allegations raised and if so, when.

12. We note the obligation on notaries to inform the Faculty Office of changes in both professional and home addresses. The Registry has attempted to keep Lado informed about these proceedings and has sent him by registered post a letter informing him of the date of this hearing which was returned marked "refused to accept". This was to his home address, he having vacated his office premises. The Nominated Notary emailed him the day before the hearing and received an automated "out of office" reply.

13. We examined his current circumstances more closely with the aid of the Registry. We have seen a document dated 10th July 2017 signed by Lado and received by the Registry on 29th August, in which he purported to resign as a notary and stated:

"I confirm that my name is to be removed from the roll of Notaries as Mr Beesley/Mr Borton were informed in January 2017"

14. He set out that his father had died of pancreatic cancer and that Lado himself was ill, although he gave no details of the nature or extent of that illness. He held the Faculty Office responsible for exacerbating his father's illness by causing his father stress

"...by the 6 year campaign of harassment and the witch hunting exercise by representatives of the Notaries Society refusing my insurance with one month's notice in January 2017".

15. The Faculty Office became aware in May and June 2017 that a number of Lado's clients were trying to get their documents back. The Registrar wrote to Lado on 7th June in respect of four clients (Williams, Donovan, Vaughan and

Pugh) directing him to return the documents to his former clients. There was no response. An order of the Commissary dated 17th August 2017 and requiring him to return the documents to his clients was sent to him on 18th August. No response was received.

16. At the request of the Commissary, the Faculty Office took advice from the Litigation Department at Lee Bolton Monier Williams but no satisfactory route could be found for enforcing the order. Lado's clients were informed and were advised to take their own legal advice and consider making claims in the Small Claims Court.
17. Whilst the death of any parent is a traumatic event, and we have sympathy for Lado in that respect, we have concluded on the evidence before us that his father died either in or before March 2017. It follows that he has been given over twelve months to get over the consequences and the impact of his father's death. As to his own state of health, he has provided no further evidence of any incapacity since he sent the doctor's certificate deeming him unfit to work until 11th April 2017 on grounds of bereavement. He has not sought to rely on anything else to establish that he is too ill to respond to the allegations against him or to attend this hearing.
18. Bearing all these matters in mind we have concluded that Lado has taken a deliberate and informed decision not to reply to these allegations. In his own mind he has "resigned" as a notary and he has concluded that his duty towards his clients, the Faculty Office and the profession of notaries has also ended. He is wrong about that.
19. Lado has managed to delay these proceedings long enough through his non-cooperation to the detriment of those members of the public who have been affected by his conduct. Having been sent copies of the Written Complaint, having been given more than ample opportunity to respond to the allegations against him, having been given notice of this hearing in accordance with Rule

16.1 of the Notaries (Conduct and Discipline) Rules 2015 in accordance with Rule 5 on 7th March 2018, and subsequently the Second Witness Statement of the Nominated Notary dated 4th April 2018, we had no option but to proceed with the disciplinary proceedings.

20. In the absence of Lado or any submissions from him, we have nonetheless sought to consider mitigating factors to the Complaints against him.

The Allegations

21. From 2009 until about 2011 Lado was employed by Charles Crookes, Solicitors and Notaries of Cardiff, and since then has practised effectively on his own account through a company wholly owned by him called Lado Formosa Bowen Limited.
22. Lado remained personally responsible for his observance of professional standards both when practising on his own account and when acting as an employed notary. The statement of professional independence which employed notaries are required to sign under Rule 11.2 of the Notaries Practice Rules 2014 (and formerly under Rule 8.2 of the Notaries Practice Rules 2009) makes this very clear.
23. We turn to the individual complaints and our findings in respect of them.
24. **Mrs Isabel Howells** instructed Lado in January 2014 to arrange the transfer of a Spanish property which was part of her mother's estate to Mrs Howells with her sister signing a waiver of her interest. On 3rd February 2014 Lado issued a client care letter estimating his fees at £2,000-£2,245 plus VAT and asked for £1,350 on account of costs which Mrs Howells confirmed that she had paid by email dated 30th March 2014.
25. We observe that the terms of this letter are, in our judgment, indicative of the way in which we have found that Lado is capable of misrepresenting his

position to his clients. In setting out his knowledge and experience he stated:

“...as a Spanish Notary with over 14 years’ experience of dealing with Anglo-Spanish Cross Border matters such as this one...”

He was never a Spanish Notary, but a notary registered in this country. Whilst we accept that he was experienced in handling notarial transactions in Spain, such a statement could mislead the client into believing that he was something that he was not. Similarly, whilst he may have had 14 years’ experience of dealing with Anglo-Spanish Cross Border matters, it cannot have been in the rôle of a notary, having only been entered on the Roll in 2008. It is, in our judgment a professionally misleading statement designed to give confidence to his client as to his qualifications and experience.

26. She heard nothing until 15th August 2015 although she had been told to expect the transfer to take approximately eight weeks. Mrs Howells has set out the many occasions on which she visited, spoke to, texted and emailed Lado from 15th August 2015 until September 2016. In September 2015 Lado said that the transfer and completion would take place between 1st to 15th October 2015. In addition to what she described as numerous telephone calls which she made to Lado, we calculate that she contacted him a total of approximately 17 times by other means.
27. In January 2016 Mrs Howells attended his offices with her sister intending to ask him for the return of her papers, her money back and to terminate her instructions. Lado persuaded her that it was progressing and that it would only take a few more weeks.
28. On 24th February 2016 he texted Mrs Howells that he had sent all the paperwork to the registrar and all was complete except for the registrar checking the paperwork and signing it off which he had been told would happen by the Friday.

29. Lado also told her that he required double his original fee on account of the costs involved. She asked for a breakdown of these additional costs but she has received nothing. On 18th March 2016 Lado texted her demanding a further £2,866 to complete and informing her that he could not go ahead without the payment being made, which included the registrar's fees. She paid him in full on or about 2nd April.
30. On 18th May 2016 Lado texted her to confirm that he had spoken to the registrar and was expecting a reply on Friday. He said how complicated the case was, that the registrar had had to read over 100 pages, and how the registrar had complimented him on his paperwork.
31. Had Mrs Howells not contacted the registrar in Spain herself, she may have continued to believe the representations which Lado had made to her. The registrar informed her that he had telephoned Lado in February 2016 asking him about progress and asking him to send the paperwork. The registrar had no emails, no telephone calls and has had no paperwork since then.
32. As of 17th November 2016, the matter had still not been completed. Mrs Howells has confirmed that, as of 7th March 2018 she has not been refunded her money or received her deeds. About a year ago he offered to pay her £100 if she withdrew her complaint and, when she refused, he told her to "fuck off".
33. In Ivey v Genting Casinos (UK) Ltd [2017] 3 W.L.R. 1212 the Supreme Court held, *per curiam*, that when dishonesty is in question the fact-finding tribunal must first ascertain, subjectively, the actual state of the individual's knowledge or belief as to the facts. The reasonableness or otherwise of his belief is a matter of evidence going to whether he held the belief, but it is not an additional requirement that his belief must be reasonable; the question is whether it is genuinely held. Once his actual state of mind as to knowledge or belief as to facts is established, the question whether his conduct was honest or dishonest is to be determined by the fact-finder by applying the objective

standards of ordinary decent people. There is no requirement that the defendant must appreciate that what he has done is, by those standards, dishonest. (see §§74-75 of the judgment).

34. Applying that test, which is now of general application in both civil and criminal jurisdictions, we consider that Lado knew that many of his representations to Mrs Howells were wholly false and, then applying our own objective test as to whether such conduct was honest or dishonest, we are sure that his misrepresentations were made dishonestly.
35. It follows that we find him guilty of misconduct in respect of these complaints, in that he failed to keep Mrs Howells reasonably informed of the progress of this matter, failed to respond to her communications, caused gross and unacceptable delay in carrying out the work Lado failed to keep Mrs Howells reasonably informed of the progress of her matter, he charged 70% more than his original estimate of his fees and for work which he was not undertaking, and he provided Mrs Howells with information which he knew was untrue and that he did so dishonestly.
36. The complaints of **Mr Nicholas Gillard and Mrs Rhona Wilson-Owens** are linked and relate to the purchase of two off-plan Spanish properties in Murcia by Mr Gillard. He paid a deposit in respect of each property and subsequently sold the rights to one of the properties to Mr Owens and Mrs Wilson-Owens so that they acquired the benefit of the contract with the developer and the rights to one of the deposits. Subsequently, the developer did not proceed with the construction and then went into insolvency. Mr Gillard and also Mrs Wilson-Owens instructed Lado in June 2009 to take action to recover the deposits from the bank.
37. At the time Lado was working at Charles Crookes Solicitors and Notaries and, from information provided by the Faculty Office, as an employee. Lado required each of them to pay a fee in advance of £1,700. Subsequently

invoices were raised to both clients by the firm of Charles Crookes and the funds were transferred from the client account. The clients' authority was not sought or given in respect of these disbursements. There seems to be a dispute between Charles Crookes and Lado as to which of them authorised this.

38. We do not need to resolve this dispute because the burden remains on Lado to act in good faith towards what were his own clients and he cannot hide behind the firm of Charles Crookes. What does not seem to be disputed is that, when he left Crookes in June 2011, he took the files for Mr Gillard and Mrs Wilson-Owens with him and Crookes do not have a copy of either.
39. The Nominated Notary has not investigated matters in detail with Crookes, having concentrated correctly on Lado against whom the complaints were made. However, it seems to us that Crookes cannot hide behind the actions of their employee even if, as they contend, Lado raised the invoices himself, and that they may have breached Rules 7(a)(iv) and 8.2 of the Notaries Accounts Rules 1989. In circumstances where members of the public have lost money for which Crookes may bear a responsibility, we instruct the Faculty Office to investigate these potential breaches. Further there may have been breaches of the Solicitors Accounts Rules and this should be brought to the attention of the Solicitors Regulation Authority.
40. We have reviewed the material provided by Mr Gillard and Mrs Wilson-Owens which catalogues a history of delays and a failure on Lado's part to answer correspondence or keep his clients informed. By way of example, they were not informed that he had left Crookes. Further, in March 2012 Lado called Mr Gillard and told him that matters were progressing. In a letter dated 2nd May 2012 he blamed delay on the difficulties in transferring files from Charles Crookes on his move to Lado Formosa Bowen.
41. A letter to the Nominated Notary from Charles Crookes dated 28th February 2017 identifies that Lado took the files with him on leaving. We accept that he

did and it follows that the reason he put forward to Mr Gillard for the delay was not a truthful one.

42. Lado claimed in that letter that they were awaiting a ruling from in an appeal case against Banco Popular which needed to be resolved before settling their claim. This was resolved by the appeal court on 15th December 2011 and he had been informed on 24th February 2012 that the First Instance Court had reversed its decision.

43. Lado emailed Mr Gillard on 27th November 2012 to tell him that he had chased his matter up with the Comptroller of the Murcia area and that he will keep him updated "...during the course of this week on developments". The next email in that chain comes from Mr Gillard on 5th April 2016 and which reads:

"I don't know whether you're still practising but it has been 3 years since I last heard from you. I have been unable to engage a notary because despite two letters sent to you (I have the recorded mail proof of delivery), you have not handed over the original guaranty and associated documentation... Three years ago you told me that claims were being paid and I was next on the list so does this mean you obtained our money and kept it? If there is a shred of honesty or humanity in you, I would appreciate your contacting me to help bring closure to a most painful and prolonged experience."

44. Lado responded on 23rd November 2016 informing them that they could recover their English funds from Charles Crookes who have never released any of the funds to him, and that they are guaranteed their Spanish funds from Banco Popular. He suggested that the quickest way to resolve – and we add – what he has left unresolved for approximately seven years – was to make a complaint or demand against Crookes and continue their enforcement proceedings against Banco Popular.

45. He prays in aid his own unspecified illness which had caused him to spend an unspecified time in hospital, his father's continued illness, and that he had an eleven-month old son to look after. He felt it appropriate to include three

photographs of the baby who he described as very sweet but very fragile. He sent a similarly worded email to Mrs Wilson-Owens together with attachments. We find Lado's letter and email to be unprofessional and deeply concerning.

46. We have reminded ourselves that, at this time he was still holding himself out as a practising notary, and that 16 months earlier, he had been the subject of disciplinary proceedings in which he had faced complaints which included his failures to carry out instructions within a reasonable time and that he failed to keep his clients informed of progress or the lack of it.
47. As is set out in the notes for guidance issued by this court for the assistance of the Nominated Notary, if the evidence is relevant and admissible, the Nominated Notary may seek to call evidence of previous complaints or prior conduct whether or not the complaint has been proved in disciplinary proceedings. Such evidence is likely to be admissible if it is important explanatory evidence, or it is relevant to an important matter in issue in the instant complaint. The evidence of the previous complaints and the finding of the court is obviously relevant in respect of the two complaints that he breached the orders made by the court, but it is also relevant and admissible in respect of the other issues which we have to decide in that they are of an identical nature and overlap in time.
48. We find it hard to understand how someone holding himself out as a practising notary and who had been warned that his conduct was unacceptable, could nevertheless continue to provide a service which was so far below the standards to be expected of a notary.
49. Mrs Wilson-Owens gives a similar account of the way in which her case was handled. She and her husband have over a period from 2009 to October 2016 telephoned Lado "...literally hundreds of times" which we accept is no exaggeration. When they managed to make contact they received stock answers, such as, he would call back because he was with a client, he was out

of the office, he had had a bereavement, he was reviewing their case and would call back with an update, and he was on holiday in Spain.

50. Mrs Wilson-Owens received a letter from Charles Crookes on 6th January 2017 with a cheque for £197.50 being the balance of the monies deposited that had not been billed out by Lado. Whilst it was late in the day we are pleased to see that Crookes have understood their responsibility for the fees retained in the account. However, as we have already identified, there is no evidence that these clients were ever informed of the fact that disbursements were to be made from the client account and, on the face of it, there are breaches of the Rules in relation to accounting for clients' money which should be investigated by the Faculty Office.
51. Mr Gillard informed the Nominated Notary on 8th March that his documents were returned to him prior to the issuing of these proceedings, but he has not received a refund.
52. We find him guilty of misconduct in respect of both clients in that Lado failed to keep them reasonably informed of the progress of this matter, failed to respond to their communications, caused gross and unacceptable delay in carrying out the work, caused funds to be transferred from the client accounts without informing them, delayed returning documentation to them, and provided them with information which he knew was untrue and that he did so dishonestly.
53. On 7th June 2016 **Mrs Wendy Durkin** instructed Lado to deal with matters relating to her deceased husband's estate in France for which she was quoted a price of £220. Mrs Durkin had to attend Lado's office for a further meeting the following day to produce her marriage certificate. As a result and because the documents had to be sent to be apostilled, Lado charged her in total £500. Having informed Mrs Durkin that the matter would take 7-10 days to complete, the documents were only returned to her after 34 days on 12th July 2016 and

this after numerous call, emails and threats of complaint.

54. It is not uncommon for a client to fail to bring the necessary documents to a first meeting and for a second meeting to be required and we do not criticise Lado for charging a further fee for that second meeting. Nor is it unusual for clients to be unaware of the need to have documents apostilled, a process which is sometimes but not always required for France. It is not clear what was included by Lado in the first fee quotation, nor in the second. In the absence of clear details about what work was done (despite requests we have not seen the file) we do not find it clearly established that the total fees charged were excessive.
55. Mrs Durkin considered the additional fee to be extortionate, particularly after she had obtained another lower estimate for the work from another notary. However, in the absence of clear details about what work was done and exactly what work was quoted for, we do not find the fee charged to be extortionate.
56. Mrs Durkin was told that her documents would be returned by 15th to 18th June. She rang on about 20th June but Lado was not there. She was told by his secretary that she would email Lado telling him that she wanted to know when her documents would be ready. In the weeks that followed Mrs Durkin left messages for Lado, including on his mobile phone. She eventually found a home number for him and telephoned on 29th June and spoke to a woman who said that Lado was not there. However he called back within two hours, apologised and told her that his father had a terminal illness. He said that the documents had not been returned to him but undertook that evening to email her copies for her to send to France to show that the matter was being dealt with.
57. She had not received them by 3rd July but on that day he returned her call and blamed a fault with his scanner which had stopped him sending the documents and said he would do so that day, and did so. He said that the originals would

be with him by 8th July and she arranged to go to his office to pick them up on 9th July. She was telephoned and told that he had missed the postman's delivery of the documents and they would be delivered to him on the Monday. On Monday 11th July he telephoned to say that some documents had been delivered, but not hers. We have grave reservations that this catalogue of mishaps had any foundation in truth but are more likely to have been manufactured to excuse his failure to do what he had undertaken to do.

58. Mrs Durkin ran out of patience and told Lado that she was going to make a formal complaint to the Faculty Office. Lado got very angry and accused her of threatening him. She demanded her money back from Lado. The following day she received her documents. As a result she only made a formal complaint against Lado after some hesitation, not wanting others to have to go through experiences similar to hers.
59. Whilst the delays in this case do not extend over the sort of periods which we have summarised in relation to other clients and, looked at in isolation, would be unlikely to lead to disciplinary proceedings being brought against him, we have to look at the standard of service he gave her against the background of his other failures to conduct his business properly. It follows that we find him not guilty of misconduct in respect of the first complaint but guilty of the second and third complaints raised by the Nominated Notary as to Lado's conduct in relation to Mrs Durkin, namely, that he failed to respond to her communications in a reasonable time or at all, and that he unreasonably delayed completing documents on her behalf and forwarding them when they had been returned by the Foreign and Commonwealth Office.
60. **Mrs Sarah Karamouzis** arranged with her co-heirs that she would purchase their shares in the Spanish property which formed a part of her mother's estate. In November 2014 she instructed Lado to effect the transfer of title to the property into her name. By August 2016 nothing appeared to have been done. She received no title documents for the property, and she had been unable to

obtain any response from Lado.

61. This complaint came to the attention of Mr Michael Pulvermacher whose name she had found from the report of the disciplinary proceedings against Lado which were on the Faculty Office website and which he had presented. On 2nd August 2016 he, in turn, notified Mr Roger Patten who had been appointed to supervise Lado.
62. On 3rd August 2016 Mr Patten passed on the complaint to Lado and showed concern that he had not responded to two calls and an email he had sent Lado the previous month and suggested dates for a further supervision meeting. He advised Lado that it would be very much in his interests to resolve this matter with Mrs Karamouzis. On 16th August, the day after his return from holiday, Mr Patten contacted Lado again pointing out that he had not received a reply to his earlier email. He was warned that he would feel obliged to report his failure to allow him to supervise to the Faculty Office. He offered to waive his fee if that was an issue and claim only for his travel costs.
63. Mrs Karamouzis finally received her Spanish deeds by 3rd January 2017.
64. It follows that we find him guilty of misconduct in that he failed to keep Mrs Karamouzis informed of what was happening on her matter, failed to respond within a reasonable time or at all to communications from Mrs Karamouzis and that there was gross and unacceptable delay by Lado in dealing with the matter.
65. **Mr Robert Fowler** made a complaint to the Notaries Society against Lado that he had failed adequately to explain his liability under the contract of sale of a property in Malaga to pay the Plusvalia tax levied by the Spanish authorities. The representatives nominated by the Notaries Society to deal with the complaint ruled on 4th July 2016 that Lado should pay Mr Fowler £250 as compensation for poor service. The award did not specify the date by which the £250 should have been paid. The Nominated Notary submitted to us that,

in the absence of a date being stated, it should have been paid within a reasonable time which he suggested was within 28 days from receipt of notification of the award which was on or about 15th July 2016. It was not paid until the end of October and only after further complaint by Mr Fowler's solicitors.

66. We agree that 28 days, being the usual payment period for any invoice, is a reasonable time to expect an award ordered by the adjudicators to be paid. Whether payment within a short time after the end of that period would amount to misconduct is a separate matter and one we do not have to decide. We are sure that a failure to pay without good cause within three months is capable of amounting to misconduct.
67. Mr Fowler's solicitors also complained that, as of November 2016, Lado had still not returned Mr Fowler's documents to him despite requests to do so on 13th July and on 17th August 2016 and that had not re-issued a cheque in his favour for £350 in respect of a tax refund, the original cheque not having been cashed but having been returned to Lado.
68. The Nominated Notary put us on notice that one of the adjudicators at the meeting on 4th July is a consultant with his firm. We are grateful to him for taking the trouble to inform us. It cannot have any bearing on his representing the facts to us for our consideration, nor on the outcome of this complaint.
69. The latest information from Mr Fowler, received by the Nominated Notary, is that he has neither received his documents or a refund.
70. It follows that we find him guilty of misconduct in that he failed to pay the compensation awarded by the Notaries Society within a reasonable period, that he did not send Mr Fowler his documents within a reasonable time after being requested to do so, and that he has not taken reasonable steps to procure the payment to Mr Fowler of the refund of tax.

71. In October 2015 **Mr Nigel Donovan** instructed Lado to deal with the sale of a foreign property. He paid Lado £1,000 in October 2015, but this matter, which was supposed to be completed by April 2016, has not been dealt with. Lado has failed to respond to the very many telephone calls and messages from Mr Donovan.
72. It follows that we find him guilty of misconduct in that there has been a gross and unacceptable delay by Lado in dealing with the matter, that he has failed to keep Mr Donovan informed of what was happening on his matter, that he has failed to respond within a reasonable time or at all to communications from Mr Donovan, and that, having not undertaken the work which he was instructed to do, he has not returned the £1,000 paid by him in advance for that work.
73. We believe that Mr Donovan may have had some success in reclaiming that money through the Small Claims Court, and we have asked the Registry to investigate whether this is correct and, if so, how much.
74. We consider Lado's failure to make his notarial records available to his clients making proper requests, to the Nominated Notary and to the Faculty Office as detailed in paragraph 15 above, to be a clear breach of his obligations under the Notaries Practice Rules 2014, - Rule 23 Duty to Keep Records, Rule 24 Inspection of Records and Practice. The duty to keep proper records is a central notarial duty: notarial acts enjoy enhanced probative value not just because the notary acts as an independent public witness, but also because he has a duty to record his acts and to make copies available to persons having a proper interest. Lado's failure to evidence that he has kept proper records and to produce copies when properly requested amounts to notarial misconduct. While the misconduct is serious and would merit a penalty, no specific penalty is imposed as this misconduct was not itemised as such in the Complaint of the Nominated Notary.
75. The final matter concerns Lado's failure to comply with the **order of the**

Court of Faculties of 20th July 2015. This followed proof of a number of complaints of a very similar nature to those which we have had to consider. The court imposed as a penalty a supervision requirement for two years beginning on 1st September 2015, there to be a meeting with his supervisor, Mr Patten, no later than 1st October 2015. Further meetings were to take place at Lado's offices at intervals of no more than six months and he was to communicate with his supervisor every three months. In addition he was to attend a half day course of continuing professional education by 1st September 2016. He was not ordered to pay indemnities to any of the complainants and was required to pay towards the costs of the Nominated Notary and to the court costs.

76. In our view the Deputy Commissary and the members of the court at the earlier hearing treated Lado with the utmost leniency and gave him every chance to restore his standing within the profession. However, he failed to take advantage of it.
77. Between 31st March 2016 and about the middle of September 2016 Lado did not communicate with his supervisor as required and did not respond to Mr Patten's communications to him in July and August 2016. He did not do so until September 2016. There was no supervision meeting between Lado and Mr Patten between 31 March 2016 and 14th October 2016. This is despite Mr Patten sending emails to Lado reminding him of his obligations.
78. Despite being given 13 months in which to attend a suitable course – and there are many available to him – he has yet to do so. We find him to be guilty of misconduct in respect of his failures to submit to supervision and to attend a course as directed by the court.

PENALTY

79. We consider that the failure of a notary to abide by the orders of this court is a

very serious matter in itself in respect of someone who holds themselves out to be a notary. We have no hesitation in ordering that Lado be struck off the Roll of Notaries.

80. As to the other individual complaints, when considered overall and against the background that some of the matters we are seized of took place after he had been found guilty of identical conduct by this court, we consider that the same order, that he be struck off the Roll of Notaries, should be recorded in respect of these complaints.

81. Pursuant to Rule 22.2.2 of the Notaries (Conduct and Discipline) Rules 2015 we make the following order:

(a) that he pays within 28 days of the figures being confirmed (see §82) the sum of £7,832.50 to the Faculty Office as repayment or part repayment of fees in respect of work where he has been found guilty of notarial misconduct, such sum to be paid on forthwith by the Faculty Office:

- to Mrs Isabel Howells	£4,000.00
- to Mr Nick Gillard	£1,700.00
- to Mrs Rhona Wilson-Owens	£1,502.50
- to Mrs Durkin	£ 280.00
-to Mr Robert Fowler	£ 350.00

82. No repayment of fees is ordered in respect of Mr Nigel Donovan's complaint as it is our understanding that Mr Donovan has already obtained a refund from Lado, although he had to resort to court proceedings to obtain a refund. These figures may be subject to correction as we have instructed the Faculty Office to contact the five named individuals to identify whether, unknown to us, any other fees have been repaid. These figures will be confirmed at the same time as the Commissary deals with the figure for costs.

83. Nothing in this order shall prejudice the rights of any of the other complainants to seek redress through other courts.
84. We order that, in accordance with the Notaries Practice Rules 2014, Rule 23 Duty to Keep Records, Rule 24 Inspection of Records and Practice and Rule 25 Notaries Ceasing to Practice, Lado forthwith comply with all instructions of the Master and the Faculty Office with regard to all records of his practice.
85. We agree in principle that he should pay the costs of the Nominated Notary and of the court. We have given the Nominated Notary and the Faculty Office 14 days to provide the court with their figures after which the Commissary will order what amounts Lado should be required to pay.
86. Lado has made no representations on penalty because of his failure to attend this hearing. We will give him 14 days from receipt of the order as to costs, which is to be sent letter by registered post, to make any representations he may wish as to the payment of those costs pursuant to Rule 22.3 of the Notaries (Conduct and Discipline) Rules 2015.

His Honour Judge Leonard QC (Commissary)

Richard Saville

Elizabeth McQuay

13th April 2018