

THE COMPLAINT: By way of Form of Complaint dated the 8th October 2012, the complainant alleges that the attorney has conducted himself in a manner that is unbecoming his profession based on the allegations in her affidavit of the same date.

In the affidavit in support the complainant states "My brother Howard Wilson employed Mr. M Lorne to sell the property at 10 Fairbourne Rd. Kingston 2 and to distribute the proceeds between Howard Wilson and myself. Mr. Lorne told me that the property had been sold and that he sent a portion of the money to my brother I did not receive any portion and Mr. Lorne refuses to answer or contact me"

The complainant ends her affidavit stating the grounds of her complaint as follows:

"Mr. Lorne has not accounted for all the monies in his hands for my account or credit although I have reasonably required him to do so."

The complaint, having been filed in October 2012, meandered through the disciplinary process with many adjournments inhibiting the proceedings. There were 15 hearing dates.

This complaint first came up for hearing before a panel on the 6th April 2013. On that date, both the complainant and the attorney were present and represented by attorneys-at-law, Ms. Anne Marie Jordan and Ms Arlean Beckford respectively. The complaint was not ready for hearing, as there had been no discovery or inspection of documents, nor was there any bundle of documents on which each party intended to rely in prosecuting and defending the complaint.

The hearing of the complaint was adjourned for hearing to the 6th July 2013. The panel made the appropriate orders for discovery, inspection, and the filing of agreed or separate bundles of documents on or before the 24th May 2013. As indicated, the complainant, the attorney, and their legal representatives were present when these orders were made.

On the 6th July 2013, when the complaint was first called by the panel, the attorney was not present. There was no explanation for his absence. The complainant was present with her attorney Ms. Anne Marie Jordan.

The panel stood down the complaint and called it again at 12:10 p.m. There was still no response from the attorney Mr. Lorne nor was there any explanation for his absence.

In light of the fact that the complainant had come from the USA to give evidence, that the attorney had been present when the date was set and agreed to it, and that the attorney had been served with the Notice of the Hearing of the proceedings in keeping with rules 5 and 21 of the Fourth Schedule to the Legal Profession Act, the panel determined to commence the hearing of the complaint.

The complainant was sworn and gave evidence. At 12:25 pm, the attorney arrived at the hearing. The attorney indicated to the panel that he wished to make certain submissions. The panel interrupted the evidence of the complainant and permitted the attorney to present his submissions. These submissions were not in writing and the attorney had not, up to then, indicated that he was making any preliminary objections to the hearing of the complaint.

The attorney then objected to the panel constituted to hear the complaint. His submissions in some respects lacked clarity and were wide ranging and diffuse in their references. This judgment will not repeat all that was said, but relies on and refers to the transcript of the evidence of the 6th July 2013. However, the panel deems it necessary to identify the salient objections of the attorney in an effort to address the objections of the attorney in law and on the facts.

The objections of the attorney were directed to the chairman of the panel Pamela Benka-Coker whom he said was a member of a disciplinary panel which had suspended him consequent on a legal matter before the court, in 1995. Further, in another complaint against him the chairman had wanted to adjourn the hearing of the complaint to another date, but the other two members of the panel had wanted to dismiss the complaint. This discussion he had overheard. In his view, the chairman was biased against him because she had wanted to adjourn the complaint and not dismiss it. That complaint was dismissed.

The attorney then said that he perused the website of the General Legal Council and he observed that in relation to attorneys-at-law who had been struck off, "the learned chairman seemed to have been the most consistent person on the panel which strikes off attorneys or take disciplinary action against attorneys"

The attorney went on to say that "the learned chairperson sitting for over 20 years seemed more to lean in favour against attorneys rather than a voice of impartiality and reason, as one would like to see reasonably head straight down the middle."

The attorney gives details of one of his objections to the chairman in that "in 1995, a panel chaired by the Learned Chairperson and which included Mr. Clayton Morgan and Mr. Hamaty found him guilty consequent upon a legal matter I had before the court and suspended me for five years. It is my humble view that it may certainly influence her mind now and lead to the danger of me getting a fair hearing before the panel.

I would also wish to go on to say that the Learned Chairman being a part of the General Legal Council and the Disciplinary Committee, a Committee which on more than several occasions has written to Radio and Television stations in Jamaica and requesting of them copies of the tapes whether video or audio of programmes that I have appeared on and where my views were expressed especially to the legalization of ganja or denouncing homosexuals or criticizing the lodge system which I think is harmful to our judicial system.

I do not see such letter as the media houses merely brought it to my attention that letters from the Committee came to them. Such letters caused media houses in some regard to be very apprehensive very cautious and discriminatory fearing that they may be attacked by the Committee. All this to my prejudice hurt and feelings of pain and in the case of 1995 the matter it was not just a matter of the Disciplinary suspending me but the manner in which it was done at the behest of the chairperson. I was virtually signing a document that I would not practise. That I would not practise before the matter of the Disciplinary Committee was concluded. I had to sign something against me and that showed bias against me led by the chairperson on that panel and this panel as well. The situation is whether or not there is real danger of bias against me if the panel as presently constituted were to hear this matter"

The attorney then made submissions relative to another member of the panel Charles Piper. He is of the view that "Mr. Piper is carrying feelings against me in that in a letter addressed to me on the 13th of

March 1987 where Mr. Piper writing then he then was a member of Clinton Hart & Co. He wrote to me saying the writer was extremely distressed at the contents of your as he feels both himself and Samuels have treated him with great disrespect regarding say. Although it was 1987, I am of the view that Mr. Piper still feels that I have disrespected him which caused him to be extremely distressed"

The attorney goes on to reference another instance where he says Mr. Piper indicated his displeasure at how he had been treated by the attorney. This displeasure he says was contained in a letter written by Mr. Piper. Mr. Piper demanded an apology which he never received. The attorney continues "it is my humble view that there is a real likelihood of bias against me seeing that the demand for an apology was never met and Mr. Piper is carrying a deep seated feeling against me as he was disrespected by I."

The attorney also referred to the disciplinary complaint of **Love v Lorne** which is being heard by a panel of the Disciplinary Committee on which Mr. Piper is the chairman. The attorney says "Mr. Piper treated me with such disdain discourtesy and contempt by telling me who is his senior and that I must not ask him any such question."

The attorney then alleged that the panel hearing the within complaint was biased against him because the panel did not cooperate with him in scheduling dates for the hearing of the complaint in that he had many trials at material times murder and Gun Court trials and the panel showed him disrespect and bias acting as it did, the panel railroaded him and his counsel into hearing the matter on a date inconvenient to them.

The attorney then referred to the lodge and said that members of the lodge cannot give him a fair hearing. In the circumstances outlined the attorney said that the panel should recuse itself as it could not give him a fair hearing. He said that there was a real danger of bias in this panel hearing the complaint. The attorney then cited the case of **Wilmot Perkins v Noel Irving reported at 34 JLR at p 396 and R v Gough 1993 AC P 646**.

Counsel for the complainant Ms. Anne Marie Jordan was given an opportunity by the panel to respond to attorneys' submissions. She declined the offer and said nothing.

It is incumbent on the panel to examine these cases not only for their facts but for the principles enunciated in them. The Jamaican Court of Appeal case of **Wilmot Perkins v Noel B Irving** reviews a number of important cases on the subject of bias, including the case of **R v Gough** and in reviewing the applicable principles of law the court compares and resolves the legal principles to be applied when addressing the issue of bias.

It is the law, that under the Jamaica Constitution, the attorney is entitled to be given a fair hearing within a reasonable time by an independent and impartial tribunal established by law.

The Constitution is the source of this right and must be complied with, respected and its provisions applied. Prior to the amendment of the Jamaica Constitution in April 2011, section 20(1) reads:

"Whenever any person is charged with a criminal offence, he shall, unless the charge is withdrawn, be afforded a fair hearing within a reasonable time by an independent and impartial court established by law"

Section 20(2) "Any court or other authority prescribed by law for the determination of the existence or the extent of civil rights or obligations shall be independent and impartial and where proceedings for such a determination are instituted by any person before such a court or authority, the case shall be given a fair hearing within a reasonable time".

The above sections of the Constitution are repeated verbatim in sections 16(1) and 16(2) of the Act to Amend the Constitution of Jamaica to provide for a Charter of Fundamental Rights and Freedoms and for connected matters.

Allegations of bias in the panel go directly to the Constitutional right of the attorney to a fair and impartial hearing of this complaint. The substantive legal principle in the cases cited above as it relates to allegations of bias is that "whether having regard to the circumstances there was a real danger of bias on the part of the relevant member of the tribunal in the sense that he might unfairly regard (or have unfairly regarded) with favour, or disfavour, the case of a party to the issue under consideration by him"

See paragraph (iii) of the headnote of the case on appeal of Wilmot Perkins v Noel Irving already cited.

The facts of the **Perkins v Irving** case are markedly different from any of the allegations made by the attorney in the instant complaint. In that case, the judge presiding over the case brought by Mr. Irving against Mr. Perkins, had, 18 years prior, while acting as counsel in another case, made remarks in open court, which harshly criticized Mr. Perkins for an article he himself had written criticizing judges.

The judge in the Perkins case was asked to recuse himself from hearing the case because of the comments he had made 18 years prior to the case coming before him. The judge refused to do so. Perkins appealed against this order and by majority his appeal was allowed and the judge removed from the case. The Appellate Court concluded that on the allegations put forward by Perkins there was a "real danger of bias on the part of the presiding judge.

On an examination of the many allegations made by the attorney none of them rises to the legal standards adumbrated by the cases and none of them indicates that there is a real danger of bias against the attorney if either Pamela Benka-Coker or Charles Piper sat on the panel.

Having listened to the submissions of the attorney, the panel made the following order:

"The panel has listened very carefully to the submissions of the attorney some of which were founded on unsubstantiated allegations and some of which would not under any circumstances rise to any real danger of bias existing in any member of the panel and to any of the panel being incapacitated or disabled from hearing the evidence and giving a true judgement from the evidence heard, according to law. We are familiar with the authority cited and we are of the opinion that nothing said by Mr. Lorne today comes within the principles of those authorities. We are going to proceed with the hearing."

It is important for the panel to note that the complaint in 1992 (not 1995) against the attorney was laid by the then Chairman of the General Legal Council, as a member of the General Legal Council. This complaint was based entirely on the conviction of the attorney by Her Honour Mrs. Norma McIntosh as she then was, in the Resident Magistrates Court for the parish of Kingston for the offence of receiving a motor vehicle knowing it to have been stolen. He was sentenced to 12 months imprisonment.

Pamela Benka-Coker did preside on that panel of three persons who heard that complaint and the attorney was suspended from practice for five years. The attorney's conviction for the offence of receiving stolen goods was upheld on appeal. If the attorney had been successful on appeal, the finding of professional misconduct would have been set aside and so would have his sanction of suspension.

The decision of the Disciplinary Committee and the judgment of the Court of Appeal are available.

The panel then proceeded to hear the evidence of the complainant.

THE EVIDENCE OF THE COMPLAINANT -EXAMINATION IN CHIEF

The complainant states that she is a retired school teacher from the Dade County Public School and she lives at 901 Colony Point Circle Unit 220 Pembroke Pines Florida. She says that Herbert Aberdeen Wilson was her father who is deceased and who died on the 9th November 1999.

Her father did prepare a will and she does have a copy of the Will. This Will was admitted in evidence as **exhibit 1**. Her father did devise and bequeath all his estate to her and to her brother Howard. Constance Wilson is her mother and she predeceased her father. After the death of her father, she did retain Norman Wright, an attorney-at-law.

She denied that that she instructed the attorney in 2005 to administer her father's estate.

She did receive a letter dated the 25th July 2005 from the attorney. This letter was admitted in evidence as **exhibit 2**. This letter was written by the attorney to the complainant seeking certain information about the estate of Herbert Aberdeen Wilson.

The complainant said that she responded to this letter. The attorney wanted to know when her mother died. She was an executor so there was no need for the attorney to ask her if she was willing to be appointed an executor. She did indicate to the attorney that she was willing to be appointed executor. The attorney also requested a death certificate of her mother but she does not know if he got one.

The complainant acknowledged receiving letter dated the 15th September 2006. This was admitted as **exhibit 3**. Inter alia, in this letter, the attorney advises the complainant that her brother has directed that if the attorney did not receive a reply from the complainant by the 7th October, the attorney should have the premises valued and the costs deducted from the sale price.

The premises to which the attorney referred was 10 Fairbourne Road, Kingston 2. She did provide the attorney with the documents to further the sale.

She did not know whether her father's Will was probated. She did recall signing the affidavit of delay. This affidavit was admitted in evidence as **exhibit 4**.

The panel, at this stage of the complainant's evidence, adjourned the hearing of the complaint to the 27th July 2013 for mention. The parties were thus given an opportunity to agree a bundle of documents to facilitate a more structured presentation of the evidence.

When the complaint was mentioned by the panel on the 27th July 2013, neither party was present or represented. The complaint was adjourned to the 7th December 2013 for continuation and the panel directed that the parties be advised of the new scheduled hearing date.

On 7th December 2013 the attorney was present at the hearing of the complaint but the complainant was not. The attorney -at-law representing the attorney at that stage of the proceedings, Ms. Arlean Beckford was also not present. The hearing of the complaint was adjourned to the 15th February 2014 for continuation.

On the 15th February 2014 the complainant and the attorney were present. The complainant was now represented by Mr. Herbert Grant. The attorney did not have any representation on this date. The panel continued with the hearing of the complaint and the examination in chief of the complainant.

Although the panel had made orders for discovery and inspection of documents and the preparation and filing of bundles of documents, up to this stage of the proceedings, these orders had not been complied with by the attorney. Mr. Seymour Stewart, the former attorney-at-law representing the complainant, had indeed submitted a bundle of documents on which the complainant intended to rely, but there was no agreed bundle. The panel continued with the hearing of the complaint. The complainant was sworn.

CONTINUATION OF THE EXAMINATION IN CHIEF OF THE COMPLAINANT:

The complainant did not know if she was sent the Agreement for Sale nor can she recall if she received a Transfer. When she was shown a document she said that she never received this document. She said that the signature purporting to be Olive Blake's was not hers. The other signature purporting to be that of her brother A H Wilson was not his.

There seems to be a non sequitur in the evidence as the document admitted in evidence as exhibit 5 is in fact a Transfer Tax Certificate confirming that the transfer tax on the subject property had been paid. The Instrument of Transfer dated the 2nd November 20011 was admitted in evidence as exhibit 5a. The complainant confirmed that the Transfer is in relation to 10 Fairbourne Road Kingston 2, Springfield off Windward Road.

The complainant did not know what happened to the Certificate of Title. She did correspond with the attorney about the Title. This is letter dated the 11th November 2009 from the attorney to her brother Howard Wilson and copied to her. This letter was admitted in evidence as exhibit 6. In this letter the attorney refers to the Estate of Herhert Wilson. The attorney among other statements says "We are moving to complete this matter before the end of the year with your assistance." He then says that he is enclosing three copies of the Agreement for Sale already signed by the purchaser. The attorney then asked Howard Wilson to sign the Agreement and forward same to the complainant for her signature.

The complainant was uncertain whether or not she had signed an Agreement for Sale. She does admit that she was advised of the purchase price of \$6,000,000.00 in the letter exhibit 6. She did get some papers and they were notarized. She did not see the original Duplicate Certificate of Title when her father died.

The complainant was shown a copy of the new title issued in relation to the property. This document was tendered in evidence as exhibit 7. This certificate of title was issued on the 15th September 2011 in the

names of Olive Constantine Blake and Howard Wilson. This title is registered at Volume 1452 Folio 667 of the Register Book of Titles. The title reflects a transfer of the property to Owen Hamilton on the 22nd November 2011. The purchase price is stated as being \$6,000,000.00.

The complainant was then shown a document entitled Vendor's Statement of Account. This document was directed to Howard Wilson. The premises at Fairbourne Road was the matrimonial home and she confirms that her mother did die before her father. This document was admitted in evidence as **Exhibit.8**.

The panel recognizes that this document will have to be analysed in detail as to its effect on the transaction and consequently our findings. The witness was specifically asked to look at to an amount of money allegedly paid to the Stamp Commissioner in sum of \$356,323.67. This expense is listed under the subtitle D, Probate of H Wilson Estate.

The complainant did not know the value of the property when her father died in 1999. The attorney did not advise her of the value of the property. The attorney did say a valuation had been done. The complainant also identified on exhibit 8 an amount of \$3,500,000.00 paid over to Howard Wilson. In that same exhibit, after all the expenses have been deducted from the purchase price, it has stated there, a balance of \$371,826.81 being due to the vendor.

A sum of \$37,182.68 which is said to be interest is added to the principal sum to make it a total of \$409,009.49. The complainant says that the attorney paid a cheque to her in the sum of \$400,000.00 but she did not accept it. Bank of Nova Scotia cheque No. 110583 dated the 26th July 2013, in the sum of \$410,000.00 was admitted in evidence as **exhibit 9**. This cheque was made payable to Knight Junor and Samuels.

The complainant said that the attorney did not send her any documentary proof of any money he paid over to her brother. She did not ask for any such proof.

The hearing of the complaint was adjourned to the 5th April 2014 for continuation. On the 5th April 2014 when the complaint was called at 10:30 a.m. there was no response from the attorney. The panel stood down the complaint to await the arrival of the attorney, At 11 a.m. the panel again called the complaint.

At 11 a.m. the attorney was not present. Ms. Olive Gardener attorney-at-law appeared and said that she holds for Mr. Lorne in the complaint. She said that she had been given instructions that he could not appear to day and that she had a medical certificate in her hand.

Then she said that her holding for Mr. Lorne was limited to applying for another date for the continuation of the hearing, she did not have any other instructions for continuation of the hearing of the complaint.

Mr. Grant, who appeared for the complainant said that he was opposed to the application as the complainant had attended the hearing four times and this was his Mr. Grant's second attendance at a scheduled hearing.

The panel declined to listen to any alleged settlement discussions between the complainant and the attorney. The panel asked the parties to leave the hearing room while it considered the application for an adjournment on behalf of the attorney. The complaint was stood down at 11.30 a.m.

The parties were recalled. The complainant said that she had seen the attorney the day before at Swallowfield Road. Mr. Grant said that the attorney had attended at the offices of Mr. Grant. The panel determined to continue the evidence of the complainant as she had come from the USA to permit the continuation of the hearing of the complaint but also decided to adjourn the complaint to the 26th April 2014 to enable the attorney to be present on the next date.

The panel enquired of Ms. Gardener if she could secure instructions from the attorney to enable her to cross examine the complainant. She said she would try.

CONTINUED EXAMINATION OF THE COMPLAINANT:

The complainant was sworn. She was shown a number of documents. She was shown an application where Duplicate Certificate of Title which is lost or destroyed dated the 14th April 2011. She said the signature on the document purporting to be hers was not her signature. She said one Maria Bobb J P witnessed the signature.

The complainant said that she was not in Jamaica when the document was signed. The signature on the back of the document is also not hers. The Application for lost title was admitted in evidence as **exhibit 10**. She identified the death registration form in relation to her mother Constance Eugenie Wilson. This was admitted in evidence as **exhibit 11**.

The Death Registration Certificate of Herbert Wilson was admitted in evidence as exhibit 12. Mr. Wilson died on the 9th November 1999. A document described as a Transfer Tax Certificate was admitted in evidence as **exhibit 13**. This Certificate confirms that Transfer Tax was paid in relation to the estate of Constance Eugenie Wilson who died on the 16th March 1998. The amount of the Transfer Tax paid is \$184,303 04.

The next document produced is entitled Application to Note the Death of a Joint Proprietor dated 17th March 2011. This was admitted in evidence as **exhibit 14**. The complainant, having been shown the document, denied that the signature on exhibit 14 purporting to be hers, was hers. She was not in the Island at the time that she is alleged to have signed this exhibit. She said that she has her passport to confirm this.

Exhibit 15 is a document entitled Application to be Registered on Transmission dated the January 26th January 2011 and the 17th March 2011. The complainant said that she saw three signatures on this document. Howard Wilson, Olive C Blake and Maria Bobb. Grant of Probate dated the 26th January 2011 in relation to the estate of Herbert Aberdeen Wilson was tendered in evidence as **exhibit 16**.

Document headed Transfer Tax Certificate in relation to estate Hubert Wilson was admitted in evidence as **exhibit 17**. The next document, the Last Will and Testament of Hubert Wilson was admitted in evidence as **exhibit 18**. The complainant, when shown the document said that the confirmation document was her signature but she did not sign the Supplemental Oath of Executor. The Supplemental Oath of Executor was tendered as **exhibit 19**.

The Assent to Devise dated the 17th March 2011 was tendered as **exhibit 20**. The complainant said that she did not sign this document. She said that the signature was not that of her brother Howard Wilson.

The passport of the complainant was produced as exhibit 21. The complainant insisted that the date on which this document states that she signed it she was not in Jamaica. The complainant was then shown exhibit 8 the vendor's statement of account. She said that the attorney was not authorized to charge a commission for securing a purchaser for the property. She did not know if her brother authorized the attorney to charge a commission.

She denied that she authorized the attorney to pay over \$3,500,000.00 to her brother nor has the attorney satisfied her that he did indeed pay over this sum to her brother. The complainant said that the first proprietors on the registered title were Olive Blake and Howard Wilson. This title is exhibit 7. She expected that the proceeds of sale would have been divided equally

The complaint was again part heard and adjourned to the 26th April 2014 for continuation. There was no cross examination of the complainant by Ms. Olive Gardener. On the 26th April 2014 the complainant and the attorney were present with their legal representatives.

The complainant was sworn. Her examination in chief continued. She was shown copies of her passport which confirmed they were from her passport. Copies of the complainant's passport were exhibited as 21. The complainant was shown a letter dated the 22nd August 2006. She identified it as having been sent to her by the attorney. This letter dated the 22nd August 2006 was produced in evidence as **exhibit 22**.

In being examined on the contents of this letter the complainant said that she did not secure a valuation and so she could not say that the sale price of \$6,000,000.00 was appropriate. She said that in the letter of the 22nd August 2006 the attorney stated that her father's desire was that the proceeds of the sale of the land were to be divided equally between her and her brother.

The attorney had not indicated to her that he was going to do that. The attorney did send her an offer of a payment of \$400,000.00. It was not a fair division and she does not know what her brother received.

The above is a summary of the evidence of the complainant. She was then cross examined by the attorney who elected to conduct the cross examination of this witness himself.

CROSS EXAMINATION OF THE COMPLAINANT:

The complainant admitted that rent was being collected from the home her father and mother occupied. She denied that her brother Howard Wilson had ever asked her how much rent she collected. She did not know if the money collected by Mrs. Archibald represented the total of the rent collected. The complainant said that she did send the original Will of her father to Mr. Norman Wright but she did not remember when she sent it to him. There were other questions put to the complainant about Mr. Wright, the probate of the will and the title to the property.

She did say, that while she was in the United States one Mrs. Archibald collected the rent from the property. She appointed Mrs. Archibald to do this. Mrs. Archibald was a friend of her parents. She further stated that Mrs. Archibald did not really collect the rent. A gentleman did that.

The complainant said that the bank book belonged to her mother and had nothing to do with the rent collection. This bank book was given to her husband. She denied that her brother ever asked her for the bank book. Her father never had a bank book.

After many additional questions about the bank book, and tenants and collection of rent, the attorney suggested to the complainant that more than \$4,000,000.00 dollars was collected for rent, the complainant said she did not know that.

It is to be noted, that up to this point in the cross examination, the attorney had not produced to the panel or challenged the witness with any documents to support his allegations of the complainant having collected rent or that a sum of \$4,000,000.00 had been collected in rent from the subject premises.

The complainant said that she never sent a cent of rent to her brother because she never got any rent. As far as she knew the rent was paid into an account by Mrs. Archibald. She did not know the names on the account.

She was not aware that her brother Howard Wilson had instructed the attorney that the complainant owed the estate money, and that she was not to get any money from the proceeds of sale. She did ask that 4 million dollars be given to her from the proceeds of sale. She did not receive the 4 million dollars, she did not get a penny of the proceeds of sale.

She denied that she ever told the panel that her brother had received \$3.5 million dollars from the proceeds of sale. There were many questions about the original title to the property put to the complainant by the attorney. Neither the questions nor the answers proved germane to the issues on which this complaint is based, and so are not replicated here. The attorney did not produce any documents to the complainant in support of the line of cross examination which he was pursuing.

It is to be noted that up to the date of this hearing the attorney had failed to disclose the documents on which he is relying in support of his defence to this complaint and his cross examination was rather imprecise as a consequence of this.

The panel again made an order that the attorney file and serve a list of documents on which he intended to rely on or before Monday the 28th April 2014. Inspection was to take place on the 30th April 2014. The panel then adjourned the continuation of the hearing of the complaint to the 1st May 2014 at 2 pm.

On the 1st May 2014, the attorney arrived late for the scheduled hearing and it did not recommence until 3.15 p.m. On this date the attorney had still not complied with the orders of the panel relative to the production of the documents on which he intended to rely. He did say that he had given some documents to the attorney for the complainant.

The panel directed that the cross examination continue. The attorney asked the complainant a number of questions about a Mr. Howell who is alleged to have sent her a cheque from the attorney. She did say that she saw him once but has not seen him again. She did get a cheque and a statement of account.

The attorney showed the complainant an undated Agreement for Sale. She did admit that she signed this document. It was admitted in evidence as **exhibit 23**. She however said that she did not remember

receiving the Agreement. There was further cross examination of the complainant which was not relevant to the issues raised in the complaint.

The complainant said that she did not know that the sale was completed until after she had made the report to the General Legal Council. She said that after the house was sold she could not hear from the attorney. She repeated that she had not received a penny from the sale. She said that she could never speak to the attorney as when she made these efforts he was always said to be in court.

The complainant said that the attorney called her once when he said that he would be in New York. The attorney then suggested to the complainant that he hardly heard her from her even when he tried to contact her. The complainant responded that all she wanted was her money. The attorney then suggested to the complainant that she scorned him and that caused the breakdown of the relationship between her and him.

The attorney then suggested to the complainant that her brother instructed him that the complainant was not entitled to an equal share as she had taken all the rent and not given him any. She said that she did not know anything about that. The attorney then showed her this letter dated the 19th November 2012 and was admitted in evidence as **exhibit 24**.

In this letter under the signature of Howard Wilson, the letter confirms that his sister is not entitled to any of the outstanding proceeds from the sale of the property as per the contents of your letter. The writer also requests "the outstanding sum of money you quoted approximately one million dollars (\$1,000,000.00) and any other monies be forwarded to my account in the UK as a matter of urgency" .

The attorney did not produce the letter to which Mr. Howard Wilson refers in his letter of the 19th November 2012, that is, the attorney's letter to Mr. Wilson dated the 14th June 2012.

The attorney then produced his letter to the complainant dated the 13th June 2013. This was admitted in evidence as exhibit 25. The attorney then ended his cross examination of the complainant.

There were a few questions asked of the complainant in re-examination which need not be replicated here. The attorney for the complainant then closed her case against the attorney.

The hearing of the complaint was adjourned for continuation to the 12th July 2014.

On the 12th July 2014 neither the attorney nor counsel, Ms. Olive Gardener, appeared before the panel. The complainant and her legal representative were present. The panel was shown a medical certificate produced from the attorney. The complainant sought the panel for its permission to speak. The panel listened to what she had to say.

Having heard her report, the panel determined that it should permit her to re-open her case and say on oath and in evidence what she had told the panel. This was deemed necessary, fair, and in the interests of justice, as the attorney should be afforded the opportunity to challenge any evidence the complainant gave.

The complainant was sworn and gave evidence. She said that since the hearing of the complaint commenced, she had received contact from the attorney on the 14th May 2014. She said that before that a representative of the attorney had contacted her, namely Ms. Olive Gardener.

The complainant then asked to be permitted to refresh her memory from an e-mail she sent to the General Legal Council on the 23rd June 2014. The panel allowed this request. The complainant then said that Ms. Gardener came up to her while she was sitting outside the building on King Street. Ms. Gardener said that she had understood all that had happened and if the complainant did not come back to court on the 26th April 2014 she and Mr. Lorne would send her all the money that is due to her from the sale of the property. The attorney was not present during this conversation.

The complainant said that she told Ms. Gardener no, but Ms. Gardener kept saying that she should not come to court on the 26th April 2014. She then asked the complainant for a ride and she did give her a ride. Ms. Gardener was going somewhere in Half-Way-Tree She continued to insist that the complainant not come to court.

She was advised by her ex-husband Winston Blake that the attorney contacted him and asked him to try and convince her to make a deal with him with regards to the proceeds of sale of 19 Fairbourne Road, Kingston 2. The attorney also contacted her attorney Mr. Grant asking that the complainant make a deal with him.

This witness also produced two documents to the panel. The first is an undated statement directed to the panel. This is admitted in evidence as **exhibit 23**. The second is an Agreement dated the 30th April 2014 signed by Michael Lorne. This was admitted in evidence as **exhibit 24**.

The complainant further stated that while she was sitting waiting to come into the hearing the attorney sent a bearer to her with a cheque for \$500,000.00 Jamaican dollars. It was a cashier's cheque. She did not accept it but from what she could see it was for over \$500,000.00.

The complainant then said that she could not return to Jamaica until October 2014 to attend the hearing. The continued hearing of the complaint was adjourned to the 3rd of October 2014.

On the 3rd October 2014, the complainant and her legal representative and her representative were present. So were the attorney and his legal representative. The hearing of the complaint could not continue as a member of the panel was ill and so the panel was-improperly constituted. The hearing of the complaint was adjourned to the 22nd November 2014.

On the 22nd November 2014 when the complaint was called the attorney was not present. His legal representative, Ms. Olive Gardener, was present as well as the complainant and her legal representative Mr. Herbert Grant. The attorney did not arrive for the continued hearing of the complaint until 12.20 p.m. The hearing of the complaint then continued.

The complainant was sworn and the attorney given the opportunity to cross examine the complainant on the additional evidence that she gave on the 12th July 2014. At this hearing Mrs. Trudi Ann Dixon Frith was announced as the junior attorney -at-law now appearing with Mr. Grant for the complainant.

The attorney then further cross examined the complainant. The complainant said that she did send an e-mail to the General Legal Council. She did not send an e-mail to the panel. She thought that the date of the e-mail was the 23rd June 2014. The e-mail was sent after her attorney had closed her case. She did tell the panel that the attorney tried to contact her. The last time he made contact with her was at the hearing at Harbour Street on the 26th April 2014.

She said the attorney gave Mr Grant papers to give her. She said that the attorney spoke to her and she spoke to him. The attorney then suggested to the complainant that he did not speak to her and that she was lying when she said that he spoke to her.

The complainant in response said that when she was waiting to go into the hearing the attorney approached her and asked her to please not to continue. A bearer came with a cheque for \$500,000.00 and tried to get her to take the cheque. The attorney did again suggest to her that she was lying. The complainant insisted that he did as she stated.

The attorney also suggested to the complainant that at no time did he try to contact her ex-husband mid her brother in law. The complainant could not deny the attorney's suggestion as she was indeed given this information by her husband and her brother in law. The complainant said that she did not tell Ms. Gardener that she did not want to come back it is Ms. Gardener who asked her not to come back.

She insisted that the attorney did say that he would pay her in installments, he give her \$500,000.00 and pay the rest in installments. The attorney repeated many questions to which he had already received answers. There is no need to repeat them here. The attorney then completed this aspect of his cross examination. The complainant's case was closed. The complaint was adjourned to 20th December 2014 for continuation.

On the 20th December 2014 all parties were present. The attorney sought to have the hearing adjourned to another date for continuation. The panel declined his request as it was of the view that there had been too many adjournments of the hearing of the complaint and it was not in the interests of justice that such a situation should continue.

The attorney decided to give evidence. He was specifically asked by the panel if he wished his attorney to ask him questions in examination in chief, did he wish to give evidence on his own or did he wish the panel to ask him the questions.

In spite of the fact that his attorney-at-law Ms. Olive Gardener was present, the attorney said that he did not wish her to conduct his examination in chief nor did he just wish to give his evidence. He said that he wished the panel to ask him the questions.

The panel thinks that it is important to state the sequence of events, in that this is not reflected in the notes of evidence taken by the secretary. It ought to have been. These events explain the circumstances that occurred that led to the panel asking the attorney the questions in examination in chief. The attorney was sworn and gave evidence:

THE EVIDENCE OF THE ATTORNEY:

The attorney stated that he is Michael Lorne, an attorney-at-law with the number of 2229. He was called in 1979. He has his offices at 75 East Street, Kingston. He is in private practice. He admitted that he knew the complainant for about 10 years and that he does know her brother Howard Wilson and has known him for about the same time. He said that he does know that the complainant resides in the United States of America. He did not know Mr. Herbert Wilson the father of the complainant.

When asked the type of practice he had, he said that he did criminal law, estate matters, conveyance, quite a bit of personal injury cases, and suits against the Attorney General. In continuing his evidence, the attorney confirmed that he was not disputing that he had carriage of sale of the subject property 10 Fairbourne Road the initial Volume and Folio registration number is volume 322 folio 39.

The attorney kept using the first person plural pronoun the word "we" when responding to questions. The panel asked him if he practised with partners. He said no. He practises alone. Other lawyers work for him but he does not have a firm. He was directly responsible for this transaction. He was first contacted by a law firm in England on behalf of Howard Wilson in about 2004 or 2005. He was instructed by the law firm in a letter to assess the property with a view to renovating it and to make contact with the tenants. The attorney said that he could produce that letter to which he referred. (He did not do so at this stage of giving evidence.

The kind of action being sought by the law firm which wrote to him on behalf of Howard Wilson did not normally form part of his practice but Mr. Wilson is a Rastafarian and he would send books to him from England. The attorney said that he did secure probate in the estate of Herbert Wilson. He said that even before that the contractor had given him an estimate of the work to be done.

The attorney further stated that 10 Fairbourne Road is a dwelling with two houses on it. He did check with a Hardware store and send the cost of the items to Mr. Howard Wilson with whom he was now directly in contact. This correspondence with Mr. Wilson may have been in or around 2003 or 2004. At this stage of the proceedings Ms. Olive Gardener arrived. The attorney did not request that she now continue his examination in chief. The panel continued examining the attorney.

The attorney did say that some repairs were done to the dwelling but he would refer to it as patch work. He said that the premises were indeed sold. But the state of the premises affected its value. He did the probate for the estates of Herbert Wilson and his wife Constance Wilson. The attorney said that he got the Will of Mr. Herbert Wilson from the complainant. Exhibit 1. The attorney was asked to look at exhibit 1, the Will of Mr. Herbert Wilson.

He did agree that the complainant Olive Blake and Howard Wilson, were appointed executors of the estate of Herbert Wilson.

He was directed to paragraph 6 of the said Will which reads as follows:

"I DEVISE AND BEQUEATH all my real and personal estate of whatsoever nature and kind and wheresoever situate and subject to the payment thereof of my just debts, funeral and testamentary expenses to the said Olive Constance Blake and Howard Wilson in equal shares."

He did agree that "on the face of Will Mrs. Blake and Mr. Wilson would be entitled to an equal share to the premises at 10 Fairbourne Road. He said that he understood by the use of the term "equal" that if there are 10 items each should get 5. Mrs. Constance Wilson died before Mr. Herbert Wilson.

The attorney did not seem to be sure whether or not he had to apply for probate in the estate of Constance Wilson. He did agree that if Herbert Wilson and his wife were joint owners of 10 Fairbourne Road, he may not have had to secure probate of the estate of the wife but the Stamp Commissioner insisted that he

settle the estate of Constance Wilson. He said that the duties paid were contained in the statement of account exhibit 8.

The attorney was asked to look at exhibit 8 and state how much money was paid to the Stamp Commissioner in relation to the estate of Constance Wilson. He said that the amount of \$183,303.84 was paid. These sums were paid in around 2011. He said that these sums were paid in around 2011. He said that these sums were paid from his Clients' Account at the Bank of Nova Scotia. The payment was made by way of a cheque.

The attorney said that the amount of \$356,323.67 was paid in the estate of Herbert Wilson. This is the amount reflected on exhibit 8. The figure stated in the Notes of evidence of \$366,323.67 is incorrect. When this evidence was elicited by the panel the attorney was actually looking at exhibit 8. This amount was paid from the Bank of Nova Scotia by way of cheque.

When asked by the panel where he got the funds to pay these sums, he said that these funds were paid from the deposit on the sale of the premises made by Howard Hamilton. Some of the funds were advanced by him. In 2010 Mr. Hamilton had entered into an Agreement for Sale of the premises 10 Fairbourne Road. The attorney then produced an undated Agreement for Sale in relation to the premises. This was admitted in evidence as **exhibit 23**. He prepared the Agreement for Sale. This is an Agreement entered into between the executors and the purchaser. It is to be observed that this Agreement was not stamped with evidence that the mandated legal tariffs had been paid.

The attorney said that he had a stamped Agreement for Sale in his custody which he is willing to produce to the tribunal. The attorney admits again that he had carriage of sale and that he was responsible for the transaction. The attorney was examined on the contents of the undated Agreement for Sale. He stated that the purchase price was 6 million dollars,

He acknowledged that a first deposit of J\$600,000.00 was payable. That a second deposit of J\$900,000.00 was payable He was asked when he received the deposits. He said that these deposits were paid after he got back the Agreement for Sale from the parties. The Agreement was signed in England 2011-2009. He said the agreement did not disclose when it was signed in the United States. The deposit is usually collected after both parties have signed. The deposits were paid after the signed document was returned by the purchaser's lawyer.

The attorney said he had receipts to indicate when the payments were made. He would produce these receipts later. He reconfirms that it is from this money that he sourced the funds to pay the tax liabilities for the estates of Mr. Herbert Wilson and Mrs. Constance Wilson. The attorney admitted that there was nothing in the agreement which indicated that a mortgage would be needed to complete the sale. He admitted that the sale was a cash sale.

The attorney was asked the time at which the sale was completed, that is to say when the purchase price was paid and the title delivered to the purchaser Mr. Owen Hamilton. The attorney asked to look at exhibit 7 which is a copy of the new title that was issued in relation to the premises. The attorney then stated that the title was delivered to the purchaser on the 22nd November 2011. It is to be noted that the purchaser's name was endorsed on the certificate of title on that date. However, the attorney said that he received the balance of the purchase price in 2012. He further said that he received about \$4,200,000.00

representing the balance of the purchase price. Mr. Roger Davis, the attorney for the purchaser, sent him this money. H said that the money was sent in pieces.

When he got the sum of \$4,200,000.00 it was not the entire purchase price. On paper he said \$300,000.00 would have been due to us but because of the light and water he believes that we are still owed. He said that he got the transfer tax and the registration fees. The panel again insisted that the attorney use the first person singular and not the first person plural as he had admitted in evidence that he was the person who had conduct of the transaction.

In response to a question from the panel the attorney said that he was of the opinion that Mr. Howard Wilson was his client. This is because he was handling funds on behalf of Mr. Wilson. He was not of the view that he was handling funds on behalf of the complainant. He did repeat that he was of the opinion that the complainant was entitled to half share of the proceeds of sale.

However, Mr. Wilson told him that the complainant had the two bank books for his father and the bank books had over \$5 million and the complainant said that what she had used up would be her proceeds of sale and she would not be entitled to anything from the proceeds of sale.

Some of the instructions not to give the complainant anything were given to him in writing. He would have to search to see if he had that in writing about the bank book. He was given these instructions from early about 2007 or 2008. He was in contact with Mr. Wilson by telephone as well. But Mr. Wilson was now ill. He could have spoken to Mr. Wilson for the last time about the time at which the complaint was filed. He would say that he got the complaint in 2011. This was about the same time that he received the 4.2 million from Mr. Davis. He was told that Mr. Wilson had cancer. He does not know if he has any other kind of illness. He does communicate with a lady he lives with and a young man.

The attorney continued his evidence by saying that whenever he got the money he sent it to Mr. Wilson. He could not say right now when he received these funds but he got these funds by cheque. When he got them he would lodge them to his Clients' Account at the Bank of Nova Scotia and then send them off to Mr. Wilson.

The attorney admitted that he was aware of the **Legal Profession (Accounts and Records) Regulations 1999**. He cannot say when he first knew of these Regulations. He does know that these Regulations state how attorneys-at-law are to keep specific accounting records of all funds received on behalf of clients. He said that he kept records of all funds received in this transaction. He also accepted that these Regulations require him to keep detailed accounts whether these funds are from clients or third parties. When asked specifically about the records he kept in relation to the receipt of funds in this transaction. The attorney responded that he had a specific exercise book that he retains for each client and that is what he keeps for each client. The attorney admitted that he did not have a ledger in which he recorded the receipt of clients' funds. He repeated that he has a designated book for each client. He has a separate book for this transaction. When asked if he could produce this book, he said no, he didn't have it here. He said the name Howard Wilson is written on ti. He did not have Constance Wilson on the book.

He did not have Howard Wilson Fairbourne Road written on the book. When he received the sum of \$600,000.00 he wrote that in the book. He did not write Fairbourne Road because there were other dealings in the book. He states that he did write his receipt of \$600,000.00 in this book. It was written in

by him. He states that he also recorded his receipt of the sum of \$900,000.00 in this book that he kept in the name of Howard Wilson. He further said that when he received the sum of \$4.2 million in dribs and drabs he did record receipt of this sum in the same book.

The attorney said that he also recorded in that book the sums that he paid out as expenses such as bailiff fees, courts costs, advertisements, valuation, all the payments that were made. He further stated that he could produce records to demonstrate all those payments. He started keeping a record of this in about 2007 or 2008. At that time he had not received any money but he had started spending money. He had started spending his money. The complainant never asked him to send money, but Mr. Howard Wilson did.

Mr. Wilson communicated this request in writing and by telephone. The panel again asked the attorney about his knowledge of **Legal Profession (Accounts and Records) Regulations 1999**. In particular, was he aware that he had an obligation to produce to the General Legal Council a certificate from either a chartered accountant or a public accountant confirming that he has kept the records required by the referred legislation. The attorney said that he was not too familiar with the said legislation. He further said that he had read them but he was not familiar with them,

He stated that since the year 2000 he had never produced the required accountant's certificate to the General Legal Council. He admitted that for the years 2009, 2010, 2011, 2012 and 2013 he had not produced an accountant's report. He agreed that the sale had been completed, and that there was a balance of the proceeds of sale which was payable to Olive Blake and Howard Wilson. After he had done his calculations a balance of about \$410,000.00 was due to the complainant and Mr. Howard Wilson.

When asked by the panel if the sum he calculated was due at the close of the transaction to the complainant and Mr Wilson after all expenses had been paid, the attorney said the sum would be \$3,910,000.00. He is not saying that these sum are still outstanding. This sum would be reflected in his little book but that is not what would be there now. He was aware of this sum since 2012.

He said that about \$25,000.00 was due from the purchaser for the water bill and the light bill. Of the balance proceeds from the sale of 10 Fairbourne Road he sent a total of \$3.5 million dollars to Mr. Howard Wilson. He did not send the total sum at one and the same time, he sent it in three installments. On the 4th April 2012, he sent an amount of \$500,600.00 to Barclays Bank in England where Mr. Wilson had his account.

The attorney then sought to explain how this money was sent and when. After saying that the first amount was sent to Mr. Wilson in April of 2012, the attorney then said that an amount of \$1,000,000.00 was sent to Mr. Wilson in February of 2012. This was sent to the same Barclays Bank. In response to a further question from the panel where the panel expressed that it did not quite understand what the attorney was saying, the attorney said that contrary to what he had said that he had not received all the money by the end of 2012, it may have been early 2012 that he received the funds.

The panel expressed its dissatisfaction with the proof being offered by the attorney that these sums had been sent to Mr. Wilson. He produced a document which appeared to be a request for a tele transfer. This document referred to as a request for tele transfer dated the 3rd February 2012, was produced in evidence as **exhibit 26A**. A further request for tele transfer dated the 23rd February 2012 was admitted in evidence

as **exhibit 26B**. An additional request for tele transfer dated the 24th April 2012 was admitted in evidence as **exhibit 26C**.

The Attorney confirms that these funds as represented in exhibits 26A, 26B and 26C were sent to Mr. Howard Wilson. He said that Mr. Wilson called and confirmed that he had received these funds. He was asked by the panel if he did not believe that receipt of these funds should have been confirmed in writing. The attorney's response was that he would have to check.

He was asked by the panel if he had any additional documentary evidence to confirm that these sums had indeed been sent to Mr. Wilson. The attorney said he would have copy letters, he was asked if he had any cheques, the attorney said that he did not know if the cheques would show Mr. Wilson's name. The cheque was sent to the bank and the bank in turn sent it off.

The panel then asked the attorney to look at Exhibit 26A and explain that was on it. He said that the company seal belonged to Head & Crafts Books & Company and he has an account in the name of that company at NCB. The panel then asked the attorney if the Head Start Account is his client's account. The attorney said he could not recall and he did not know why it was stamped there.

The attorney was asked if he paid any money over to the complainant. He said the sum of \$410,000.00 was sent to her lawyer. When asked by the panel why he paid that sum to the complainant he said that that was the money left. That he was in fact going to send this money to Mr. Wilson but attorneys for the complainant wrote to him asking him for the money due to the- complainant. These attorneys were saying that money was due to the complainant from the sale of 10 Fairbourne Road. They were not asking for the specific sum of \$410,000.00.

The attorney further stated that at this point it was his decision to disobey the instructions of Mr. Howard Wilson. He did not form the opinion at this stage that the complainant was his client. He was of the opinion that Mr. Howard Wilson had not given the complainant any of the funds at all based on what the complainant has said here.

He did not expect Mr. Wilson to give the complainant any money because Mr. Wilson said that she had the bank book and she was collecting the rent and he did not get any. The panel then enquired of the attorney if it wouldn't have been wise for the attorney to have reduced these issues into writing in the form of an agreement between Mr. Howard Wilson and the complainant. The attorney responded by saying that the complainant showed very little interest in the matter and that a little more interest from the complainant would have helped him.

The attorney did agree that the complainant had not received any of the proceeds from the sale of the property.

The attorney was then directed by the panel to disclose all the documents relevant to the complaint. The hearing was then adjourned to the 7th March 2015. On the 7th March 2015, the parties were present with their legal representatives. The attorney indicated that he was not in the state of mind to proceed with the hearing of the complaint. The panel adjourned the hearing of the complaint to the 30th March 2015.

On the 30th March 2015 the attorney was affirmed. He said that he was prepared to proceed without legal representation. The attorney continued his examination in chief. He produced in evidence letter of the

19th November 2012 as **exhibit 24**. Letter dated the 13th June 2012, the attorney to the complainant, was admitted in evidence as **exhibit 25**. Letter dated the 7th August 2012, the attorney to Mr. Howard Wilson admitted in evidence as **exhibit 29**.

Also admitted in evidence as **exhibit 30** was a copy of a transaction concerning rent from Ms. Archibald to the complainant dated the 23rd April 2005. Letter from Mr. Howard Wilson to the General Legal Council dated 14th January 2013 was admitted in evidence as exhibit 31. The last exhibit admitted in evidence as **exhibit 32** was the attorney's bundle of documents.

The hearing was then adjourned for continuation on the 15th April 2015. Counsel for the complainant requested time to review the documents prior to her cross examination of the attorney. On the 15th April 2015 the hearing of the complaint resumed.

CROSS EXAMINATION OF THE ATTORNEY:

The attorney was affirmed. The attorney confirmed that he was called to the Bar in 1979 and that he did administer the estate of Herbert Wilson. The attorney was asked to look at exhibit 11. This is the death certificate of Mrs. Constance Eugenie Wilson. Having done so, the attorney agreed that the date of the death of Mrs. Wilson was 16th March 1998. He was then asked to look at exhibit 12, the death certificate of Herbert Wilson. He then agreed that Mr. Aberdeen Wilson died on the 9th November 1999. This evidence means that Mr. Herbert Wilson died after Mrs. Constance Wilson. He did agree that at the time of Mrs. Constance Wilson's death Mr. and Mrs. Wilson were living at 10 Fairbourne Road and that they owned the property as joint tenants. He said that as far as he knew Mrs. Wilson died without leaving a will. He did sign a Grant of Administration in the estate of Mrs. Wilson.

The attorney was asked that in the light of the fact that Mr. and Mrs. Wilson were joint tenants at the date of her death did Mrs. Wilson's share in 10 Fairbourne Road go to the surviving spouse Mr. Herbert Wilson. The attorney agreed that it did. The attorney said that as a part of the administration of Mrs. Wilson's estate he did apply to note her death on the title. The application was jointly done by the children, Mr. Howard Wilson and the complainant Mrs. Olive Blake. He did agree that the application would form a part of the estate of Mr. Herbert Wilson.

When asked about the Will of Mr. Herbert Wilson, the attorney agreed that in the terms of the Will the complainant Mrs. Olive Blake and Mr. Howard Wilson were to receive the property in equal shares. This meant that the property should be divided equally between them. He did not agree that when administering the estate of Mr. Wilson he was acting as the attorney for both beneficiaries of the estate. It was the attorney's opinion that he was acting on behalf of Mr. Howard Wilson.

He did agree that the attorney's work on behalf of the estate benefited the beneficiaries. He did agree that there are settled legal principles that if an attorney does not administer an estate properly, and the beneficiaries suffer a loss, the beneficiaries could bring an action against the attorney and succeed. In response to a follow up question the attorney agreed that if a beneficiary may bring an action for negligence against the attorney he did agree that the attorney was acting for the beneficiary.

The attorney agreed that the beneficiaries under Mr. Herbert Wilson's will were Olive Blake and Howard Wilson. He agreed that the new title was issued in the names of Olive Blake and Howard Wilson as joint tenants. He agreed that as an attorney he knew the meaning of joint tenants and that as joint tenants both Mrs. Blake and Mr. Wilson would be entitled to share equally in the profits. The attorney said he did not remember specifically why he had the new title issued as joint tenants.

The attorney admitted that he had not produced a copy of the new title as of this date. He did not agree that in light of the wording of the Will, the title ought to have been issued in the names of Mrs. Blake and Mr. Wilson as tenants in common instead of joint tenants. He admitted that normally, any proceeds of sale from the sale of the property should be divided equally between Mrs. Blake and Mr. Howard Wilson. He conceded that if the beneficial interest in the land were to be divided in unequal shares, the term of apportionment would be tenants in common and not joint tenants.

In response to a series of questions the attorney agreed that the property was sold, that he acted as the attorney, that he had carriage of sale of the property and that he represented both Olive Blake and Howard Wilson. He agreed that in his capacity as attorney representing the vendors he had a duty to collect all purchase money from Mr. Hamilton the purchaser and he did agree that he had an obligation to split the proceeds of sale between the vendors in accordance with the certificate of title. He admitted that the property was sold for 6 million dollars. He did give a copy of exhibit 8, the vendor's statement of account to the complainant.

The attorney was asked to look at exhibit 8. The first heading refers to "Transfer of Property." The purchase price of \$6 million is represented as "Income" and then there is an "Expenditure" column. The attorney confirmed that this is how the statement of account is set up. He acknowledged the following figures are in the expenditure column \$345,000.00, \$43,687.50, \$419,500.00, \$45,609.88, \$125,500.00, \$350,550.00, \$56,450.00. The attorney agreed that when the total expenditure figures as reflected on exhibit 8 were added, including fees, they totalled \$2,296, 446.89.

The attorney also agreed that when the preceding figure was deducted from the purchase price of \$6,000,000.00 there would be a balance of \$3,703,353.11. The attorney was then asked about other specific charges in the said exhibit. The attorney was asked to look at the amount charged for securing a purchaser. This figure was 3 of the purchase price which amounted to \$180,000.00. He was asked if he agreed that he was acting as a real estate agent when he charged the sum of \$180,000.00 to secure the purchaser. The attorney did not agree. The attorney was then referred to letter dated the 26 July 2015. This letter is at p 89 of exhibit 32. This letter is from the attorney to Knight Junor Samuels.

The attorney was asked about the first paragraph in that letter in which the attorney says that " he played the role of Real Estate Agent." He admitted that he did say that in the letter. He also admitted that at the time he was not licensed to practise as a Real Estate Agent and that the sum was a commission. He did not agree that this sum would belong to Olive Blake and Howard Wilson as at the time he had no license to practise as a Real Estate Agent. The attorney said that he got instructions to secure a buyer for the premises several times over the telephone and in writing. He was unable to produce any such document at that time. He did agree that none of the instructions to sell came from the complainant. He also agreed that in these circumstances when a purchaser was to be secured a Real Estate Agent would be consulted.

The attorney was then directed to Item D of exhibit 8 where it indicated that an amount of \$356,323.67 was paid to the Stamp Commissioner. He also agreed that the sum of \$183,303.84 as represented there, is in relation to the estate of Constance Wilson. He did agree that at one point the home at Fairbourne Road was the matrimonial home. The attorney did not agree that it was the matrimonial home at the time of Mrs. Wilson's death.

He was directed to p97 of exhibit 32. This is a letter dated 17th February 2014 from the attorney to the Stamp Commissioner. Having looked at the letter the attorney said the he only knew that the premises might have been the matrimonial home at the time of the death of Mrs. Wilson because Mr. Grant told him so. The attorney said that he got the feeling that the home may not have been the matrimonial home because Mrs. Constance Wilson was not living there at the time of her death. He did make enquiries of Mr. Blake and Mr. Howard Wilson about this but he did not make any enquiries of Mrs. Blake, the complainant. He did not get any instructions in writing that it was not the matrimonial home. He did not respond to the question whether or not he had any concerns that legal consequences would flow from the property having been the matrimonial home at the time of the death of Mrs. Wilson.

The attorney was asked if he did not know that transfer tax ought not to have been paid as it was the matrimonial home. He said yes, that he enquired of the Stamp Commissioner but he insisted that it was not the matrimonial home. He sought to get a refund of the transfer tax paid but failed to secure one. He agreed that the sum of \$539,627.51 was paid to the Stamp Commissioner. He did not think that the full sum was refundable He thought that the sum repayable was the one in relation to the estate Constance Wilson.

The attorney was then cross examined about additional fees he charged for work done. Prior to that he did agree that in conveyancing matters a flat fee is usually charged but he was of the opinion that he could charge for expenses that he incurred. The attorney did admit that he had not sent a statement of account to the complainant until he sent the letter dated the 12th July 2013 enclosing a cheque for \$410,000.00.

He confirmed that he had said in his evidence that he had sent the sum of \$3.5 million dollars. He did not receive any instructions from the complainant to send the money to Mr. Wilson. He did not inform the complainant that all the proceeds of sale were to be sent to her brother Mr. Wilson, nor did he tell her that these were the instructions of her brother.

The attorney was shown letter dated August 20th 2013. This is a letter from the attorney to Mr. Wilson. He agreed that in that letter he said that the complainant was entitled to half of the \$3.5 million. The attorney is then referred to his letter dated the 9th October 2014 from the attorney to Mr. Howard Wilson.

This letter is at page 99 of Exhibit 32. In that letter "inter alia" the attorney said in paragraph 2 " We have sent you three million five hundred thousand dollars (\$3,500,000.00). You will now have to send back one million five hundred thousand dollars (\$1,500,000.00)." Then he continues "We did not want to take this step, as we hear you are ill but we have no choice as your sister is a wicked and evil devil. We are asking that this be either sent to her or to us within 14 days. If this is not done, then we will be forced to take you to Court."

The attorney conceded that this letter was more forceful than his letter dated the 20th August 2013. He agreed that the complainant was also his client and that he has a fiduciary responsibility to her. He said

that the reason for Mr. Wilson not wanting the complainant to get a portion of the proceeds of sale was the issue of the bank book and the rent book. It was suggested to the attorney that in light of the dispute as to the apportionment of the proceeds of sale he ought to have secured an accounting order from the court. He said yes, but in 2013 he had suggested that course to them. He did regard the sale as being complete. He was then referred to letter dated the 26th July 2013 which is at p 89-91 of exhibit 32. This is the attorney's letter to the firm Knight Junor Samuels. In this letter the attorney states that a balance of \$76,000.00 is outstanding on the sale after setting out the sums that he had received. He said that interest at a rate of 12% would be payable on any balance outstanding on the purchase price. It was put to the attorney that it was improper practice to issue a title when there were monies outstanding on the balance purchase price.

He did not agree that the practice was so rigid. He was of the opinion that if a man had paid all of the purchase price save and except \$76,000.00 he did not know. If the person turned out to be somebody who was not to be trusted, he, the attorney, would take responsibility for it.

Counsel for the Complainant then moved to another area of the case which addressed the evidence by the complainant that the representation of her signature on a number of the documents was not her signature. The attorney was referred to the following documents. Exhibit 10 which is the Application where duplicate certificate of title is lost, exhibit 14, Application to note death, exhibit 15 Application to Register on Transmission, exhibits 19 and 20 Supplemental Oath and Assent to Devise.

He agreed that the dates of the above documents ranged between the 14th April 2011 and 22nd October 2014. The suggestion was put to him that each of these documents alleges to have been signed by the complainant while she was on a visit to Jamaica. He was then asked if he knew Justice of the Peace Maria Robb. He admitted that he did. He said that she was at 90 Church Street. He used this J.P. in previous transactions.

The attorney was then asked to look at exhibit 21. These are pages from the passport of the complainant. The attorney agreed that the date of the issue of the passport is the 18th September 2000 and the date of expiration is 29th September 2019. He did agree that this passport covered the period 14th April 2011 – the 14th October 2014.

The Attorney was directed to the date of the signature on exhibits 10, 14, 15 and 20. He was then asked to look at exhibit 21 and to see if he saw any indication that the complainant had landed in Jamaica on any of those dates. He admitted that he did not see that the complainant had landed in Jamaica on any of those dates. The attorney insists that the complainant signed these documents. He admitted that he prepared the documents.

The attorney was then directed to document headed Agreement Dated 30th April 2014. This is exhibit 24. He admitted that he signed that document. It was suggested to the attorney that in this document he was offering to pay Mrs. Olive Blake the sum of two million five hundred thousand dollars (\$2,500,000.00). He responded that it was not finalized. He had discussions with Mr. Grant. Mr. Grant asked him to put it in writing. Mrs. Blake never asked him to give her share of the proceeds to Mr. Wilson.

The attorney conceded that he has not produced the stamped Agreement for Sale. The attorney agreed that the Agreement for Sale is dated 2009, the purchaser Mr. Hamilton was given possession in 2010, and the first payment of \$4.2 million was paid in 2012. He was then asked if he did not agree that between 2010 and 2012 Mr. Hamilton did not pay any rent although he had not paid the entire purchase price. The attorney said he did not charge Mr. Hamilton and rent.

The attorney denied that he was negligent in not sharing the proceeds of sale equally between the complainant and Mr. Howard Wilson. He also denied that he overcharged and collected monies that he should not have and in particular the 3 real estate commission. He denied that he overcharged for Letters of Administration of the estate as well as for the transfer for the sale of land. He denied that he was negligent in paying transfer tax on the matrimonial home. He denied that he failed in his duty to Mrs. Blake.

He further denied that he produced documents which he claimed were signed by Mrs. Blake and which were in fact forged documents. He denied that he uttered forged documents. The attorney denied that he has failed to account for all the monies arising from the proceeds of sale of Fairbourne Road and insisted that he had indeed accounted. He said that the fact that he has not paid over monies to the complainant does not mean that he has not accounted.

The cross examination of the attorney was then concluded. The attorney closed his case and advised that he had no witnesses. This therefore was the end of the evidence. The parties were directed by the panel to file and serve written closing submissions on or before the 30th April 2015 and any responses on or before the 17th May 2015. The proceedings were then adjourned to the 2nd July 2015 at 2. p.m.

On the 2nd July 2015 Mr. Herbert Grant and Ms. Lamey for the complainant were present. Mr. Lorne was not present but Ms. Olive Gardener was there representing him. The panel was also shown a letter from Mr. Lorne in which he clearly stated that he represented himself and that nobody had the authority to represent him. Ms. Gardener was shown the letter and she left the sitting.

On this date the closing written submissions on behalf of the complainant had been filed. Counsel for the complainant indicated that those submissions were comprehensive, that he would rely on them as filed and not speak to them. On this date the attorney had not yet filed his written closing submissions. The panel adjourned the hearing of the complaint to the 26th September 2015. It directed that the attorney should file his written closing submissions by extending the time within which to do so to the 31st July 2015.

On the 26th September 2015, one member of the panel was not available for the sitting neither was the attorney. The part heard complaint was adjourned to the 12th December 2015 for continuation. On that date, Counsel for the complainant were present, the attorney was also present but still had not filed any written closing submissions. He asked for more time to do so. The panel was very reluctant to give the attorney more time to do, so as he had time to do so from April 2015. The panel directed that the attorney should file and serve his closing submissions on or before the 18th December 2015, failing which the panel will proceed to write and deliver the judgment. The attorney did not file his closing submissions on that date, and has never filed his closing submissions.

THE COMPLAINANT'S WRITTEN SUBMISSIONS:

The complainant's written closing submissions dated the 1st May 2015 were comprehensive and of great assistance in tracing the history of the attorney's relationship with the estate of Herbert Aberdeen Wilson and his wife Constance Wilson and referring to the relevant documentation.

Submissions were made in relation to the offences of forgery and uttering a forged document. Submissions were also made that the attorney had acted with inexcusable or deplorable negligence in the performance of his duties as they related to the conduct of the sale and that the attorney had failed to keep the complainant informed of the progress of her business with due expedition. The relevant canons under the **Legal Profession (Canons of Professional Ethics) Rules** and cases were cited in support of these submissions and the relevant evidence in the record identified.

Counsel for the complainant never sought to amend the Complaint and Affidavit in support of the Complaint to reflect the evidence introduced in relation to these new charges. Therefore in keeping with the law as enunciated in Court of Appeal case of **Oswald James v Raphael Douglas [2013] JMCA Civ. 17**, the panel will not make any findings in relation to the allegations of forgery, nor will it make any findings in relation to the submissions that allege inexcusable or deplorable negligence on the part of the attorney nor will it make any findings that the attorney failed to provide the complainant with information as the progress of her business when reasonably required to do so.

The panel will restrict its findings to the charges contained in the Complaint and Affidavit as filed by the complainant.

THE BURDEN OF PROOF: The burden of proof is on the complainant to prove the allegations contained in her formal complaint dated the 12th October 2012 and the affidavit in support of the same date.

THE STANDARD OF PROOF: It is established law that the standard of proof in these proceedings is that of "beyond reasonable doubt," many authorities in this jurisdiction and others support this important principle. It is the duty of the panel to evaluate the evidence in keeping with these principles of law and give decision on the said evidence.

EVALUATION OF THE EVIDENCE: the panel wishes to repeat and emphasise at the beginning of this process that it will not rely on or render any findings or conclusions on any of the evidence in which the complainant alleges that her signature was forged on certain documents. These allegations of forgery were not included in either the complaint or the affidavit in support, and there was no application by counsel for the complainant to amend these originating documents to include these allegations.

The panel's findings and conclusions will be confined to the Formal Complaint and affidavit in support, that is to say, the charges replicated at p 2 of this judgment headed 'Complaint', the essence of the said complaint being that the attorney failed to account to the complainant for her share of the proceeds of sale of 10 Fairbourne Road. In evaluating the evidence and making its findings the panel will cite the law relevant to this complaint. The panel will rely on statute and the common law.

DEMEANOUR OF THE WITNESSES THE COMPLAINANT: This witness was a mild mannered elderly retired teacher who gave her evidence without drama or hyperbole. At the inception of her

testimony she seemed somewhat unsure of herself and was tentative at times, but as her evidence progressed, her self confidence increased and she gave credible and convincing evidence relative to the issues in the complaint. The panel is of the opinion that this witness was truthful and that her evidence may be relied on.

THE Demeanour of the Attorney: The attorney was mannerly and cooperative. However, the main issue in relation to his evidence is whether in the circumstances of this complaint was his evidence credible, and did it contain responses which answered the issues raised by the complainant. This is what the panel has to take into consideration in arriving at its conclusions. The panel again reminds itself that the burden of proof remains on the complainant and that it has to be persuaded "beyond a reasonable doubt" that the complainant has proven her case.

When one weighs the evidence given by the complainant and the facts that have to be proven in relation to the complaint, the panel finds that her evidence does indeed rise to the standard of proof required, The evidence of the attorney has failed to discredit or undermine the evidence of the complainant and his evidence indeed supports her evidence in material particulars the most important of which is that, the complainant said that the attorney never paid over to her, her share of the proceeds of sale of 10 Fairbourne Road

The Attorney admits he did not pay any of the proceeds of sale to the complainant. That is the essence of the complaint and the basis for it having been initiated. Indeed in exhibit 24, document headed "Agreement Dated 20th April 2014 and signed by the attorney the attorney agreed "to pay to Mrs. Olive Blake two million five hundred thousand dollars (\$2,500,000.00) being her portion of the sale of the premises located at 10 Fairbourne Road Kingston 2 and registered at Volume 322 Folio 39" .

The rest of the document outlines an installment plan for the payment of the said amount. In the final paragraph of the document the attorney states "I regret any inconvenience caused to Mrs. Olive Blake and was grateful for the brief history of the family and the said premises that was provided by Messers Errol and Winston Blake".

Further, there are instances in the attorney's evidence where his responses were such that they did not advance his case. He admitted that he acted contrary to the provisions of the **Legal Profession (Accounts and Records) Regulations 1999**. He admitted that he has never filed an Accountant's Report in keeping with the provisions of regulation 16 of the said Regulations.

He made reference to documents which he never produced. He never produced this exercise book marked Howard Wilson in which he said he recorded all the payments received on account of Howard Wilson and the payments made from such sums. This book according to the attorney would have been a running account of his handling of the sum received in relation to the estate and the expenses paid from such sums. Presumably, this book would have also showed the amount of the proceeds of sale that the attorney said that he had sent to Mr. Howard Wilson.

There is no credible documentary evidence that the attorney did in fact send proceeds of sale to Mr. Howard Wilson. There is no letter from Mr. Wilson acknowledging receipt of any such sums. The

telegraphic transfer exhibits were not clear and unequivocal that proceeds of sale had indeed been sent to Mr. Howard Wilson.

In examining the substance of the attorney's evidence and the documents admitted, the panel concludes that his evidence did not displace the complainant's evidence that the attorney had failed to account to her for her share of the proceeds of sale, but corroborated it. We find that that the complainant has proved her case to a standard of proof of beyond reasonable doubt."

In keeping with the provisions of section 15 of the Legal Profession Act the panel makes the following findings:

1. Michael Lorne is an attorney-at-law in private practice with offices at 75 East Street in the parish of Kingston
2. Herbert Aberdeen Wilson died on the 9th November 1999.
3. Herbert Aberdeen Wilson is the father of Constance Blake and Howard Wilson.
4. Constance Wilson, the wife of Herbert Aberdeen Wilson, predeceased him on the 16th March 1998.
5. At the time of her death. Constance Wilson and Herbert Aberdeen Wilson resided at property known as 10 Fairbourne Road in the parish of Kingston. Herbert Wilson and Constance Wilson were registered joint proprietors of the said property.
6. The said property was the matrimonial home of Herbert Aberdeen Wilson and his wife Constance Wilson.
7. The said property was the matrimonial home of Herbert Aberdeen Wilson and his wife Constance Wilson.
8. Herbert Wilson made a Will dated 11th January 1980.
9. In this Will, Howard Wilson and Constance Blake were named executors and were sole beneficiaries of property known as 10 Fairbourne Road. in the parish of Kingston registered at Volume 1452 Folio 667.
10. A firm of English Solicitors, by letter dated the 7th October 2002, wrote to the attorney enquiring of him if he would agree to administer the estate of Herbert Aberdeen on behalf of Howard Wilson.
11. The attorney by letter dated the 28th October 2002 agreed to act on behalf of the estate.
12. The attorney administered the estates of Mrs. Constance Wilson and Mr. Herbert Wilson.
13. The attorney secured Letters of Administration in the estate of Constance Wilson.
14. The attorney paid the sum of \$183,303.84 as Transfer Tax in the estate of Constance Wilson.
15. Transfer Tax was not payable in the estate of Constance Wilson as when she died, her share in the property passed to Herbert Wilson and the property was the matrimonial home at the time of her death.
16. The attorney secured Probate of the Will of Mr. Herbert Wilson.
17. The attorney was paid fees by Howard Wilson and the estate Herbert Wilson.
18. During the period that he acted in the estate the attorney corresponded with the complainant and Howard Wilson.
19. He acted in matters directly related to proprietary and financial interests of the complainant and on her behalf.
20. The complainant was a client of the attorney.

21. Howard Wilson was a client of the attorney.
22. The attorney had a fiduciary duty to both Howard Wilson and the complainant Olive Constance Blake.
23. The attorney was instrumental in an Agreement for Sale of 10 Fairbourn Road being entered into between the complainant and Howard Wilson as vendors and Owen Hamilton as purchaser.
24. This Agreement was entered into in December 2009.
25. The attorney had carriage of sale of the Agreement for Sale.
26. The purchase price stated in the Agreement for Sale was six million dollars.
27. The attorney collected funds representing the purchase price and other payments made to the estate save an amount of \$76,620.46 representing a balance on the purchase price.
28. The total sum collected by the attorney on the purchase price and purchaser's costs was \$6,071,604.54.
29. All funds received by the attorney for and on behalf of the estate were trust funds.
30. The attorney was obliged to keep these funds in accordance with the provisions of the **Legal Profession (Accounts and Records) Regulations 1999**.
31. These funds should have been placed by the attorney in a dedicated Clients' Trust Account and a record kept of all receipts and expenditures in keeping with requirements of provisions of the said Regulations.
32. The attorney admitted that, since the enactment of these Regulations in 1999, he had never submitted an Accountant's Certificate to the General Legal Council in keeping with regulation 16 of the said Regulations.
33. This annual Accountant's Report is designed to ensure that the attorney keeps records in keeping with the requirements of the legislation.
34. These accounts should not be kept in an exercise book.
35. The Attorney failed to produce the exercise book in which he says he recorded all the financial transactions concerning the estate and the sale.
36. The attorney was obliged in law to fulfill the mandate of the Will of Herbert Wilson wherein the testator had stated that " I devise and bequeath all my real- and personal property ----to the said Olive Constance Blake and Howard Wilson in equal shares."
37. The complainant, Olive Constance Blake, was entitled in law to the same share in the balance proceeds of sale after all legitimate expenses had been paid, as was Howard Wilson.
38. The attorney had no authority in law to send to Howard Wilson any sums to which Olive Constance Blake was entitled.
39. The attorney held the sums due to Olive Constance Blake in trust for her.
40. The attorney was obliged in law to use the funds due to Olive Constance
- ~~41.~~ Blake only for the purposes connected to her interests and on her sole direction.
42. By document dated the 30th April 2014 and headed Agreement, the attorney agreed to pay the sum of 2.5 million dollars to the complainant representing her share of the proceeds of sale.
43. The attorney made no payments pursuant to that document.
44. The attorney, by letter dated the 26th July 2013, sent BNS cheque in the amount of \$410,00.00 payable to the firm of Knight Junor and Samuels

45. The attorney represented in his vendor's statement of account that this was the sum payable to Mr. Howard Wilson representing the balance of the proceeds of sale.
46. This vendor's statement of account did not refer to the complainant nor did it reflect her financial interest in the balance proceeds of sale.
47. The complainant did not accept the sum of \$410,000.00 and refused the cheque.
48. The complainant has not received from the attorney any monies representing her share of the proceeds of sale of 10 Fairbourne Road after all legitimate expenses have been paid.
49. The Attorney breached his fiduciary duty to the complainant, if as he says, he paid over monies due to her to her brother Howard Wilson without her authority.
50. ~~The attorney breached his fiduciary duty to the complainant when he failed to provide her with an accounting of how he allegedly expended sums in which she had an interest.~~ *pen*
51. The attorney has not accounted to the complainant for the balance proceeds of sale of 10 Fairbourne Avenue due to her pursuant to the terms of the Will of Herbert Wilson or the rights conveyed by the interests of the registered proprietors, endorsed on the Certificate of Title registered at Volume 1452 Folio 667.
52. The attorney is obliged in law to pay over the sum due to the complainant representing her share of the balance proceeds sale with interest.
53. The attorney was not entitled in law to the sum of \$180,000.00 which he charged because he says he secured a buyer for the property, as he was not a licensed real estate agent.
54. The attorney had no right to deduct the sum of \$168,473.06 from the balance proceeds of sale which sum represented income received from Joyce Archibald and the retainer received from Howard Wilson.
55. The attorney secured the registration of the name of the purchaser on the registered title on the 22nd November 2011 before the total balance of the purchase price was paid.
56. This was in breach of the completion clause in the Agreement for Sale which expressly stated that completion should take place "On payment of all monies payable by the purchaser hereunder in exchange for the Duplicate Certificate of Title for the property being sold, duly endorsed in the name of the purchaser."
57. The attorney is responsible for the payment to the estate of the balance proceeds sale in the amount of \$76,620.46 which remains unpaid.
58. There was no evidence produced on behalf of the complainant to establish that it is a custom in conveyancing practice not to charge fees for correspondence over and above the fee charged for having carriage of sale of the agreement for sale.

THE LAW APPLICABLE. Canon V11(b) 11 of the Legal Profession (Canons of Professional Ethics) Rules reads as follows "An Attorney shall account to his client for all monies in the hands of the Attorney for the account or credit of the client whenever reasonably required to do so"

This is the canon that is relevant to the charges against the attorney contained in the Form of Complaint and the Affidavit in support and this is the cannon that the panel will apply to the facts and findings of this complaint.

CONCLUSIONS. The panel concludes, that based on the evidence oral and documentary, and on its findings, the attorney is, to a standard of proof of "beyond reasonable doubt" in breach of canon V11 (b) 1 of the Legal Profession (Canons of Professional Ethics) Rules.

The attorney is therefore guilty of professional misconduct, in that he has failed to pay over to the complainant her share of the balance of the proceeds of sale of 10 Fairbourne Avenue to which she is entitled, when reasonably required to do so.

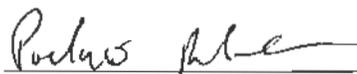
The Attorney has failed to account to the complainant Olive Constance Blake for the following sums:

• Half balance proceeds of sale -	\$1,935,913.40
• Half of outstanding proceeds of sale-	\$38,310.23
• Half Transfer Tax on Estate Constance Wilson	\$91,651.92
• Half Real Estate Commission	\$90,000.00
• Half Rental & Initial Retainer	<u>\$84,236.85</u>
	\$2,240,112.40

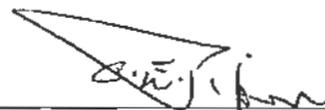
The attorney is obliged in law to pay interest on these sums.

The panel, having found the attorney guilty of professional misconduct, will give the attorney the opportunity to address the panel on the issue of the sanction that the panel should impose on him. This is done in recognition of the directive of the Court of Appeal in the matter of **Owen Clunie v General Legal Council Miscellaneous Appeal No. 3 of 2013**.

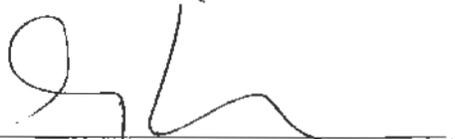
Dated the 2nd day of MARCH, 2017.



 PAMELA E BENKA-COKER Q.C.



 CHARLES PIPER Q.C.



 GLORIA LANGRIN