

**DECISION OF THE DISCIPLINARY COMMITTEE**  
**OF THE GENERAL LEGAL COUNCIL.**

COMPLAINT NO. 35/99

COLLIN STEED

COMPLAINANT

AND

SHAUN REYNOLDS

RESPONDENT

PANEL- PAMELA E. BENKA-COKER Q. C. CHAIRMAN

LINCOLN EATMON

ANDREW RATTRAY

THE PARTIES APPEAR IN PERSON

HEARING DATES 11th September, 24<sup>th</sup> September, and 2<sup>nd</sup> October 1999.

**NARRATIVE** - The Respondent ( hereinafter referred to as the “attorney”) is an attorney-at- law in private practice with offices at Main Street, Lucea, in the parish of Hanover.

The complainant is a British National, who is married to a Jamaican National, and who for a number of years resided in Jamaica with his wife Pauline Steed. His wife signed the affidavit in support of the complaint but she did not give evidence, as the marriage has now broken down and the parties are in the process of obtaining a divorce.

With a view to establishing their home in Jamaica, the complainant and his wife entered into an agreement with one Rebecca Buchanan (hereinafter referred to as the “vendor”) to purchase lands situate at Cousin’s Cove in the said parish of Hanover. As a consequence of their desire to purchase this land, the complainant visited the offices of the attorney and secured his services to act for his wife and himself as purchasers of the said land. This was in or around April 1993

Prior to the retaining of the services of the attorney, the complainant had paid over a deposit of \$50,000.00 to the vendor. At the time of their visit to the attorney, an agreement for sale was prepared by the attorney, and the vendor and the purchasers signed the said agreement. The attorney acted for both the vendor and the complainant in the sale.

After the agreement was signed, the complainant made further payments on the purchase price to the attorney for the vendor’s account. The complainant never received title to the land the subject of the sale, but the complainant and his wife took possession of the property, also in the year 1993.

The complainant and his wife lived quite happily on the property for about four years, and in fact built a new house on it. Subsequent to the construction of this house, Mrs Steed decided that she no longer wanted to live in Jamaica. The complainant and his wife decided to sell the property at Cousin's Cove.

The complainant secured a buyer for the premises. Prior to entering into the agreement to sell the property, the complainant had made enquiries of the attorney whether or not in the light of his not having obtained title to the premises it would be okay for him to sell it. The attorney confirmed that it would be okay.

The complainant found buyers, one Hartley Brown and his wife. The attorney also acted for the complainant in this sale, and one Barbara Ledgister is the attorney for the new purchasers. The attorney prepared this agreement for sale and the complainant and his wife signed same in or around January 1997. A deposit was paid on this sale. This sale was set for completion on the 31<sup>st</sup> March 1997 and then revised to the 31<sup>st</sup> May 1997. The new purchasers had also signed the agreement.

Completion of this sale has never taken place because the complainant has never received title to the land at Cousin's Cove and therefore is disabled from transferring title to the Browns.

In the meantime, the complainant and his wife have returned to live in England and are extremely anxious to complete the sale to the Browns. After strenuous efforts to persuade the attorney to secure title to the property and having sought time and again for explanations from the attorney as to the reasons for the delay in securing title, with letters and visits to the offices of the attorney, and having failed in those efforts, the complainant and his wife filed a formal complaint against the attorney with the General Legal Council dated the 5<sup>th</sup> March 1999.

**THE COMPLAINT.** In the affidavit in support of the complaint, the complainant and his wife outline the facts on which they rely in paragraphs 3(a) to 3(k). These facts to a great extent are recited in the narrative but there are a few which are worthy of mention here.

In paragraph 3(e), the complainant avers that in order to ensure the completion of the second sale, that is the sale to the Browns, the complainant's wife remained behind in Jamaica for two months after he himself had returned to England in May of 1998.

In paragraph 3(h), he further states that the Browns had been hoping to return to live in Jamaica in the summer of 1998 and to take possession of the house and occupy same. Because the sale had not been completed, they were unable to do so.

In paragraph 3(j), the complainant expresses the opinion that the problems that they have encountered in dealing with the transactions arise from a failure of the attorney to ensure the transfer of the legal title to the premises into the names of the complainant and his wife following their purchase in 1993.

They are of the view that it is the attorney's delay in dealing with their business that has now led to his experiencing difficulties in completing the sale to the Browns.

In paragraph 3(k), he states that up to the date of the complaint they as vendors had received no monies from the attorney representing any part of the purchase price. This has resulted in their being unable to complete the purchase of a home in England.

The charges in the complaint are as follows:

- (a) The attorney has not dealt with their business with due expedition.
- (b) He has acted with inexcusable or deplorable negligence in the performance of his duties.

### **THE EVIDENCE IN SUPPORT OF THE COMPLAINT.**

The complainant Collin Steed was the sole witness who gave evidence. He stated that he was retired and that he now lived in the West Midlands, in England. He said that he knew the attorney and that he had met him about six years ago. He had been recommended to him by someone. The witness said that he had heard that this lady had a piece of land for sale at a price of fifteen thousand pounds. The land was in Cousin's Cove

In around April or May 1993 he went to see the attorney. Prior to this he had paid a deposit of fifty thousand Jamaican dollars (\$50,00000) towards the purchase of the land directly to the vendor, one Miss. Rebecca Buchanan. The receipt dated the 3<sup>rd</sup> March 1993 representing the payment was tendered in evidence as exhibit 1. He and his wife and the vendor attended at the offices of the attorney. The attorney prepared the agreement for sale and all the parties signed it.

After the signing of the agreement, the complainant made further payments on the purchase price. Five more receipts were tendered in evidence representing these payments which included the costs payable on the sale. These receipts were numbered 2-6 in order of the date of payment. The payments on exhibits 1-5 were made by the 30<sup>th</sup> June 1993. A receipt admitted in evidence as exhibit 7 in the amount of \$2,000.00 referred to a sum of money paid to Mr. Linton Walters, attorney-at law, to represent the complainant in a suit instituted by the vendor, which was not pursued.

The complainant further stated that after they took possession of the house, they lived there for four years without incident. The entire purchase price had been paid to the attorney and all costs, but they had never received title to the premises. They went to the attorney to enquire as to the reasons why they were not able to get title. On the very rare occasion that they were able to see the attorney at his offices, the attorney would tell them that the title would be coming.

After occupying the premises for two years they built a house. His wife subsequently decided that she no longer wanted to live in Jamaica and they made up their minds to return to England. In the light of their decision, the complainant asked the attorney if there would be any difficulty in advertising the place for sale. He said that there was none. This was in the year 1995.

In 1997 they were advised that the vendor was dead. The attorney also advised them that there would be no trouble in having the property transferred. In the year 1997, the complainant secured buyers for the premises, namely Mr. & Mrs. Hartley Brown who

were then residing in England. The complainant also retained the services of the attorney to act for him in this sale. An undated agreement signed by the complainant and his wife was admitted in evidence as exhibit 8. This exhibit was not signed by the Browns. The complainant said that his complaint against the attorney was as follows.

He had employed the services of the attorney to purchase land. He had paid him fees as his legal representative and he had failed to do his duty, as he had never received title to the land. He had been unable to purchase property because the sale to the Browns had not been completed. He had lost money making telephone calls to the attorney and he had received no money on the sale. He told the Committee that he was a retired person. He also wrote to the attorney but had not kept copies of these letters. Letters from the Hartley Browns to the attorney dated the 12<sup>th</sup> 18<sup>th</sup> and 28<sup>th</sup> of August 1998 were tendered in evidence as exhibit 9.

It is of some importance to recount the substance of these letters. In the letter of the 12<sup>th</sup> August 1998, Mr Brown complains that two years had passed since they had commenced negotiations for the purchase of the land at Cousins Cove, Hanover, Jamaica from Mr. And Mrs. Steed. The attorney had received a deposit of seven thousand pounds for over 18 months, but in spite of numerous promises made by the attorney that the final papers would be sent shortly, he had never fulfilled any of the promises and had been either unable or unwilling to complete the sale.

A number of different persons had tried unsuccessfully to ascertain the reasons for the delay and the attorney had made several promises, which he had not kept. On several occasions the attorney had told Mr. Brown that the documents were on their way by Courier or in the post but they had never arrived. The attorney had failed to respond to faxes, telephone calls, or letters. Mr. Brown also told the attorney that he intended to retire to Jamaica and had been unable to do so owing to his inability to complete the sale.

Mr. Brown even referred to the predicament in which the Steeds had found themselves because of the non-completion of the sale. The other letters were also in the same tone, complaining about the unexplained delay in the completion of the sale and the things they were told re the documents to complete the sale, yet being unable to get the documents from the attorney, or to make contact with him.

The above letters were not responded to by the attorney. The complainant said that before he returned to England in December 1998 the attorney had promised him that he would have title by the time he returned to England. Before he flew back the attorney then told him that it was no longer possible for him to get title before he returned to England.

#### **CROSS EXAMINATION.**

The attorney conducted his own case and cross-examined the complainant. Some of the questions asked were not really pertinent to the complaint and need not be recounted here. However, the complainant did admit when a document was produced to him that he had signed it and so had his wife and the vendor. This temporary sale agreement was tendered as exhibit 10.

The complainant also admitted that the next document shown to him was the agreement for sale signed by the vendor and himself. This was admitted in evidence as exhibit 11. The complainant insisted that he went to see the attorney in order to purchase land. He did not remember if he had read the agreement before he signed it. He had made the final payment for the monies due under the sale on the 30<sup>th</sup> June 1993.

The complainant was able to take possession of the property after a verbal exchange with the vendor who had asserted that she would remain in the house as long as she saw fit. The complainant gave an ultimatum to the vendor and she removed her belongings from the house. The vendor then instituted proceedings in the Supreme Court against the complainant alleging that he had taken things from her house on the day that he had demanded possession of the premises the subject of the sale.

This suit was not pursued by the vendor and she withdrew it. The attorney then showed the complainant an undated Transfer which was admitted in evidence as exhibit 12. He agreed that his signature was on the document. He did not know of anybody called Herman Thomas and he did not know that the vendor had taken the document to be signed by Herman Thomas.

The complainant further stated that he was told by the attorney that the vendor wanted the sum of \$100,000.00 more for the place. This was in the year 1996. The complainant said that he told the attorney that he would not be paying one more cent for the place. In October of 1996, the complainant gave the attorney an additional \$50,000.00 to the account of the vendor on the understanding that he would get title.

Three to four months later they still had not gotten title and the attorney told the complainant that there could be no transfer, as the vendor did not have a TRN number. Early in the year 1997, the complainant sought a refund of the \$50,000.00 from the attorney. The complainant denied that he had told the attorney that the vendor was dead. He said that the attorney had told him that she was dead and that it would make life easier and that he should go ahead and advertise the sale of the premises.

The complainant said that he had never been aware that the delay in the completion of the matter was as a consequence of the vendor's behaviour. The attorney had given him the impression that it was the other person who was causing the problem. He never got advice from the attorney as to how to correct the situation. The attorney never told him that they would have to take the vendor to the Supreme Court. He denied that the attorney ever referred him to go to Mr. Linton Walters about securing title, as he the attorney did not practice in the Supreme Court.

The attorney then showed the complainant a document. He said that he had never seen it before. This document was a schedule of purchasers of lots in Cousin's Cove. This was tendered in evidence as exhibit 13. The attorney suggested to the complainant that the delay in the completion of the sale was due to the recalcitrance of the vendor. The complainant said that all he knew was that he had employed the attorney to act in the sale and after six years, the sale had not been completed, as he had not gotten his title. The complainant also spoke of his having to pay rent in England because the sale was not complete and having other expenses directly connected with this such as air fares and the

cost of employing other attorneys. In fact he stated that it costs him approximately £8,000.00 rent in England, and that he had had to make two flights to Jamaica to try and secure title to the premises. Each flight costs him £400, and he had to pay attorney's costs in England of £320.

In response to questions from the panel, the complainant said that the attorney never showed him a title to the premises nor did the vendor ever tell him that she was not the only owner of the land.

The complainant then closed his case and the attorney gave evidence on his own behalf.

#### **EVIDENCE OF THE ATTORNEY.**

The attorney stated that he was an attorney -at-law in private practice with offices at Main Street, Lucea, in the parish of Hanover. Sometime in March of 1993, one Lascelles Murray gave him a document which outlined the details of the proposed sale of the lot at Cousin's Cove by Rebecca Buchanan. Rebecca Buchanan had secured his services to find a buyer for the premises. This document was produced in evidence as exhibit 14.

Having spoken to his secretary, the Steeds and Ms. Buchanan came in to see him, also in the month of March 1993. Ms. Buchanan showed him exhibits 13 and 15. Exhibit 15 is a map of lots in Cousins Cove. The attorney, having examined the two documents, prepared the agreement for sale. The attorney confirmed that the complainant and his wife had paid the sum of \$50,000.00 to the vendor prior to their visit to his offices.

The agreement required that the Steeds pay a sum of \$220,000.00 to the vendor before the 5<sup>th</sup> May 1993. A copy of the certificate of title in the name of the Commissioner of Lands was admitted in evidence as exhibit 16. Exhibit 17 represented a receipt given by the vendor to the attorney acknowledging the payment of the sum of \$230,000.00 to her.

The attorney said that he did not see the vendor again until about the 11<sup>th</sup> August 1993. Prior to that she had spoken to him on the telephone, and informed him that she was having difficulties with the sale as the complainant had tossed her out of the house. When next he saw her, she showed him a title to the premises the subject of the sale, which was in the names of one Herman Thomas and herself. This was tendered as exhibit 18. She also gave the attorney a letter (exhibit 19), which purports to be signed by one Rev. Herman Thomas. (It is difficult to relate the contents of this letter to the complaint.)

At the time of her visit in August of 1993, she indicated that she wanted an additional \$100,000.00 for the land at Cousins Cove for Mr. Thomas. The attorney alleges that he told her that that demand could not be met, and she then terminated his services and went to Mr. Franklin Beckford. When the complainant came to him after he had been sued by the vendor he referred him to Mr. Linton Walters. He never wrote a letter to Mr. Walters, but he spoke to him.

The attorney said that he spoke to Mr. Beckford in an effort to settle the impasse between the complainant and the vendor, as a consequence, the complainant agreed to pay a further \$50,000.00 and Ms. Buchanan agreed to give title to the complainant. The

attorney prepared a Transfer which was signed by the Steeds and Ms. Buchanan, but not by Herman Thomas. This Transfer is exhibit 12.

Mr. Thomas declined to sign the Transfer saying that he now wanted \$100,000.00 and not \$50,000.00. The attorney advised the complainant of Mr. Thomas' reluctance and that it seemed as if he would have to pursue the action in the Supreme Court. Later in the year, the vendor apparently needed money and asked for the money to be paid to her by the complainant. The complainant brought in the sum of \$50,000.00 to the attorney for the account of the vendor. The attorney then wrote to Ms. Buchanan advising her that he now had the money and that when he saw the title in the name of the Steeds the money would be delivered to the vendor.

This was not done. When the attorney next heard from Mr. Beckford, the vendor had terminated his retainer and retained the services of Mr. Haughton Gayle. Sometime in the year 1997 the complainant requested the return of the \$50,000.00 as the sale had not been completed. The attorney said that the complainant told him that the vendor had died. This information was confirmed to him by someone who purported to be the vendor's nephew. The complainant indicated to him that he wished to sell the property and he told him that he did not know of any difficulty.

Thomas had previously indicated that he was willing to transfer the property, Thomas himself did not tell him this. The complainant had also advised him that he had found a buyer. Attorney -at-law Barbara Ledgister acted for the purchasers in the new sale. The attorney said that he prepared the agreement for sale. Just about at the same time, he received a complaint from the General Legal Council with Rebecca Buchanan as the complainant. He was very surprised as he thought that she was dead. The attorney subsequently visited with Ms Buchanan and Thomas and told them that it was time that the sale to the complainant and his wife was complete.

This visit was in the year 1998. The attorney made arrangements to meet with Thomas and attorney-at-law Haughton Gayle. Thomas did not attend the meeting. He did receive a deposit from Barbara Ledgister on the second sale. At this stage the attorney stated that he indicated to Ms. Ledgister that he did not wish to continue acting for the complainant as he had complained to the Prime Minister and Barbara Gloudon about the delay in completion of the sale. The attorney also stated that both Thomas and Rebecca Buchanan were now willing to sign the transfer.

He said that the delay all came about because of Ms. Buchanan's refusal to go through with the sale. At all times the complainant was given information as to what was happening but this information was not put in writing. He had desired to have the sale completed without long court proceedings. At all times he kept the complainant informed of what was happening.

He also said that he advised the complainant that a caveat be lodged against the property the subject of the sale. That is why he was referred to Mr. Walters.

### **CROSS EXAMINATION**

It is recognised that the complainant is a lay person and it is understandable if the cross examination was not conducted in a structured manner. However the following is a fair report of what was said by the attorney in response to questions from the complainant.

He stated that he received the deposit in the sale of the complainant to the Browns in or about April or May of 1998. He also asserted that he had told the complainant that the vendor was unwilling to complete the sale. In the beginning he was not aware that the vendor was not the sole owner of the premises and he only became aware of Herman Thomas on the 11<sup>th</sup> August 1993.

The complainant suggested to the attorney, that as his attorney, he should have done something to ensure that the sale was completed. The attorney responded by saying that that was why he had referred the complainant to Mr. Walters. The complainant denied that the attorney had sent him to deal with the land, and said that he had only sent him to deal with the writ.

The complainant reaffirmed that the substance of his complaint was that he had entered into an agreement to purchase the property from 1993, and he is unable to get title, and the attorney did not tell him of the problems. The attorney said that he must have told the complainant of the problems. He did admit receiving letters from the complainant and he also admitted that he never responded to them. He said that he delivered documents to the complainant and spoke to him over the telephone.

The attorney admitted getting letters from the complainant's attorneys-at-law in England. He spoke to one Ms. Elliott on the telephone and explained what had happened. The attorney said he did not wish to continue acting for the complainant after he had complained to Barbara Gloudon and the Prime Minister.

In response to questions from the panel, the attorney said that he had advised the complainant to bring an action against the vendor. He had never had any correspondence in writing with Mr. Walters nor did Mr. Walters call him back to say that he had been retained by the complainant. He said that he had been pursuing a settlement for six years. He never lodged a caveat nor did he initiate the lodging of a caveat. As far as he knows a caveat was never lodged against the property. He did not lodge a caveat against the land as the complainant had been instructed to go to Mr. Walters. As far as he knew the vendor had never returned the complainant's money. The attorney had been pursuing a settlement for about six years. The attorney then called the vendor as a witness

### **EVIDENCE OF REBECCA BUCHANAN.**

The witness admitted that she knew the complainant and that she had met him in 1993. She did enter into a contract with him to sell a house and land to him. She stated that she hired the services of the attorney in the sale. She stated that the sale price was four million five hundred and fifty thousand dollars. He gave her a down payment of five hundred and fifty thousand dollars and told her that he was going back to England to get the rest. She did speak to another attorney, Mr. Franklyn Beckford. She got a letter to give to the complainant and a policeman gave it to him. She said that the attorney told her to get the title to the land and she did so.



When she first got the title her name was on it but she also put the name of a church father on it. The church father has no interest in the land. The attorney showed a letter to the vendor, this was an undated letter from Rev. H Thomas. She broke into peals of laughter and said that the pastor couldn't even sign his name and confirmed that she did not know anything about this letter and that she would like to know who wrote it. She said that a lily-white man and a black gal moved her out of her house at Cousin's Cove. (Presumably she is referring here to the complainant and his wife). When she spoke to the complainant about the sale of the land he told her that she was not getting any money until he got the title. She had gone to see the attorney and he had told her that he couldn't do anything as he had not gotten the money. The attorney told her to get another attorney and that is when she went to see Franklyn Beckford

She did not transfer the title to the complainant because he still owed her \$4,000,000.00. The vendor confirmed that she was eighty-one years old.

#### **CROSS EXAMINATION.**

The vendor admitted meeting the complainant and his wife but said that she did not tell him that the purchase price was \$550,000.00. The agreement for sale was shown to the vendor, that is exhibit 11. She admitted signing the agreement for sale. She also admitted that she told the complainant that she was selling the land. She never refunded the amount of money that the complainant paid to her. When she went to the complainant, he drew a long machete and killed her Doberman dog. She stated that Rev. Thomas should not give any trouble to sign the Transfer.

The preceding is an accurate representation of the evidence given in this case. The attorney then submitted that on an examination of the evidence, he was not guilty of the alleged charges of professional misconduct, that he had dealt with the complainant's business with all due expedition and he had not acted with inexcusable or deplorable negligence in the performance of his duties

#### **THE BURDEN OF PROOF.**

It is trite law that the burden of proof is on the complainant to adduce evidence, which establishes the alleged complaint. This evidence, will have to rise to the legal standard of proof before any conclusions adverse to the attorney can properly be drawn by this tribunal.

#### **STANDARD OF PROOF.**

In the leading case of **BHANDARI V ADVOCATES COMMITTEE** reported at 1956 3 All E.R. p 743, the learned Law Lords were of the opinion that " in every allegation of professional misconduct involving an element of deceit or moral turpitude, it is the duty of the professional domestic tribunal investigating the allegations to apply a high standard of proof and not to condemn on a balance of probabilities." We wish to make it clear that in the circumstances of this case there are no allegations of deceit or moral turpitude. However although it seems that on a proper interpretation of that case it would be open to this committee to apply a standard of proof "on a preponderance of probabilities", we will nevertheless apply a standard of proof of " beyond reasonable doubt" in evaluating this evidence.

## **EVALUATION OF THE EVIDENCE.**

**DEMEANOUR OF THE WITNESSES.** The complainant Colin Steed was obviously very disgruntled about his inability to obtain a title to the premises, which he had bought six years prior to the hearing. He was clearly frustrated, but the panel is of the opinion that in spite of that, he gave credible evidence as to the facts in support of his complaint and his evidence in material particulars was confirmed by the attorney himself. For example, the attorney admitted that he had failed to respond in writing to any of the letters sent to him by the complainant making enquiries about the delay in the finalisation of the sale, and he had also failed to respond in writing to any of the letters written to him by the Browns and by the attorneys for the complainant.

Further, he admitted that the complainant had paid the full purchase price for the premises and had retained the sum of \$50,000.00 pending receipt of the registered title in his name. In any event the evidence of the complainant was not shaken by the attorney under cross-examination. The complainant was adamant that he had retained Linton Walters only in relation to the suit brought against him by Rebecca Buchanan in which she had alleged that the complainant had taken items from the house at Cousin's Cove when he forcibly took possession of the house the subject of the sale. The complainant insisted that the attorney was the person who was obliged to secure his registered title under the sale.

On the other hand, sometimes, the attorney gave his evidence in a very hesitant manner and did not appear sure of what he was saying. Because of this, his recollections as to the sequence of events and the various alleged conversations and conferences was unreliable and unconvincing.

The evidence of the witness Rebecca Buchanan can only be described as amazing, it certainly did not assist the attorney's case except to confirm that Rebecca Buchanan is one of the problems why the sale was not completed. The Rev. Thomas being another. The manner and content of her evidence is perhaps attributable to her age, but this panel finds it difficult to make much use of it in arriving at its conclusions.

## **CONCLUSIONS**

When we examine the charges and the evidence, oral, and documentary this panel is of the opinion that the complainant has made out his case against the attorney and has succeeded in meeting the required legal standard of proof to which we have already referred. We are satisfied beyond a reasonable doubt that the attorney has not dealt with the business of the complainant with all due expedition and that he has acted with inexcusable or deplorable negligence in the performance of his duties. We have arrived at this decision in the light of the findings which we are obliged to make in keeping with section 15 of the Legal Profession Act.

## **FINDINGS OF FACT AND MIXED LAW AND FACT**

- 1 The attorney is a single practitioner in private practice.
- 2 In or around May of 1993 he was retained by the complainant to act as his attorney-at-law in the purchase by the complainant and his wife of a dwelling house at Cousin's Cove in Lucea, Hanover.

- 3 One Rebecca Buchanan was the vendor and the attorney also acted for her in this transaction.
- 4 By on or around the 31<sup>st</sup> June 1993, the complainant had paid the full purchase price of the property.
- 5 The complainant took possession of the property in July of 1993.
- 6 The vendor Rebecca Buchanan had resisted giving possession of the property to the complainant.
- 7 The complainant lived at the property undisturbed for a number of years and constructed a house on the property.
- 8 In or around the year 1997, the complainant and his wife entered into an agreement with the Browns to sell the said property.
- 9 The attorney assured the complainant that it was okay for him to enter into the new agreement in spite of the fact that the complainant had never received a title registered in the name of himself and his wife.
- 10 The attorney was aware that the vendor Rebecca Buchanan was reluctant to complete the sale at the time when he gave the above advice to the complainant.
- 11 The attorney never lodged a caveat against the property when he realised that the vendor was not willing to effect transfer of the property to the complainant and his wife, and that there was another person's name on the title apart from the name of Rebecca Buchanan. The attorney discovered this fact in or around August 1993.
- 12 The Attorney did not advise the complainant that it was in his interest to sue the vendor for specific performance of the contract of sale in relation to the land at Cousins Cove.
- 13 The complainant was placed in a position of his beneficial interest in the land being left unprotected, his having paid the full balance of the purchase price
- 14 The attorney did not refer the complainant to Mr. Linton Walters for him to pursue a claim against Ms. Buchanan in relation to his purchase of the land at Cousin's Cove.
- 15 The attorney referred the complainant to Mr. Linton Walters for him to represent the complainant in a case brought against him by Ms. Buchanan.
- 16 The attorney has failed to secure registration of the title to the land at Cousin's Cove in the parish of Hanover, and the subject of the sale, in the names of the complainant and his wife.
- 17 As a consequence of this failure, the complainant has been severely prejudiced, in that he has agreed to sell the land to the Browns and is unable to complete the sale, and is in grave danger of losing the opportunity to sell the said land.
- 18 The complainant has also been disabled from purchasing his own home in the United Kingdom owing to his inability to sell the land at Cousin's Cove.

**DECISION** This Committee, having given very careful consideration to the facts of this complaint, and in applying the relevant Law to the facts has come to the decision that the Attorney is guilty of misconduct in a professional respect.

This Committee finds that the attorney has breached Canons IV (r) and IV (s) of the Legal Profession (Canons of Professional Ethics) Rules 1978. That is to say, the attorney has not dealt with the business of the complainant with all due expedition and he has acted with inexcusable or deplorable negligence or neglect in the performance of his duties

We are satisfied to a standard of proof beyond reasonable doubt that the complaint laid by Colin Steed has been established.

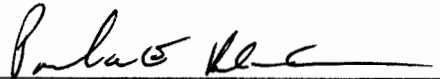
Having found the attorney guilty of professional misconduct, it is now our duty to determine the appropriate sanction in the circumstances of this particular case. We have carefully considered the implications of section 12(4) of the Legal Profession Act and our powers thereunder.

In the exercise of our discretion this Committee imposes a fine of two hundred thousand dollars ( \$200,000.00) on the attorney-at -law, Shaun Reynolds.

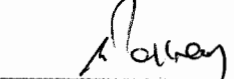
In a further exercise of our discretion, we order that the fine of \$200,000.00 be apportioned as follows: an amount of \$150,000.00 is awarded to the complainant in satisfaction of the damage he has suffered as a consequence of the attorney's professional misconduct, the additional sum of \$50,000.00 is payable to the General Legal Council.

Costs of \$72,800.00 are also awarded to the complainant. An earlier order of costs in the amount of \$28,500.00 still stands, and is also payable by the attorney to the complainant.

Dated the 31<sup>st</sup> day of March 00

  
PAMELA E BENKA- COKER Q.C

  
LINCOLN EATMON

  
ANDREW RATTRAY