

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

COMPLAINT NO: 35 of 2025

IN THE MATTER OF **Ms. Trudy-Ann Russell**, an Attorney-
at-Law

AND

IN THE MATTER OF THE LEGAL PROFESSION ACT, 1971

BETWEEN

LINDIE GRIFFITHS

COMPLAINANT

AND

TRUDY-ANN RUSSEL

RESPONDENT

Panel:-

Mrs. Daniella Gentles-Silvera, KC – Chairman

Mr. Harrington McDermott

Ms. Sidia Smith

Appearances:

Mr. Lindie Griffiths, Complainant

No appearance for Ms. Trudy-Ann Russell.

Hearing dates:

September 20, 2025; October 9, 2025; and January 17, 2026.

THE COMPLAINT

1. Complaint 35 of 2025 was filed on February 25, 2025, against attorney-at-law, Trudy-Ann Russell (hereinafter “the Respondent”) by Complainant, Lindie Griffiths (hereinafter “the Complainant”).
2. The complaint alleges that the Respondent is in breach of the Canons of the Legal Profession (Canons of Professional Ethics Rules), namely that:
 - a *She breached Canon I(b) which states that “an Attorney shall at all time maintain the honour and dignity of the profession and shall abstain from behavior which tend to discredit the profession” of which she is a member.*

THE HEARING

The Complainant’s Evidence

2. The Panel heard evidence from the Complainant on September 20, 2025 and the following documents were admitted into evidence in support of his case:

- a Exhibit 1- Form of Application dated February 24, 2025;
- b Exhibit 2- Form of Affidavit sworn to on February 24, 2025;
- c Exhibit 2A- Statement of Account dated April 25, 2024;
- d Exhibit 2B- Receipt dated April 25, 2024;
- e Exhibit 2C- Agreement for Sale dated March 11, 2024;
- f Exhibit 2D- Copy of Certificate of Title registered at Volume 1298 Folio 45 of the Register Book of Titles.

3. The evidence of the Complainant is that by agreement for sale dated March 11, 2024 (Exhibit 2C), he contracted with one Jeanette Mitchell (hereinafter called the "Vendor") to purchase property located at Willowdene in parish of St. Catherine registered at Volume 1298 Folio 45 of the Register Book of Titles (hereinafter called "the Property") for the sum of \$5,900,000.00. His evidence is that the Respondent acts for the Vendor in the said sale which, pursuant to the agreement for sale, had a ninety-day completion date.
4. The Complainant tendered into evidence a receipt (exhibit 2B) and statement of account (Exhibit 2A), both dated April 25, 2024, which showed that he paid over a total of Two Million Five Hundred and Two Thousand Two Hundred and Fifty Dollars (\$2,502,250.00) to the Respondent. It is the Complainant's evidence that having paid over the said amounts to the Respondent, as at the date of the hearing, the sale of the Property was incomplete. He gave further evidence that the last correspondence he received from the Respondent was through his attorney-at-law on November 7, 2024, indicating that the National Housing Trust, his mortgagee, required an amendment to the sale documents including the Instrument of Transfer before paying over the balance purchase price. That, according to the Complainant, was the current status of the sale.
5. In terms of his attempts to get an update on the matter, the Complainant gave evidence that both he and his attorney-at-law attempted to contact the Respondent on numerous occasions, but were unable to. For his part, the Complainant gave evidence that he made unsuccessful attempts to contact the Respondent by telephone. According to him, all those calls went to voicemail. He also gave evidence that he went to the Respondent's address, which he obtained

from the receipt which was issued by the Respondent (Exhibit 2B). Upon attending her office however, he was advised by the receptionist that she was not present. The Complainant gave further evidence as to making direct contact with the Vendor via telephone to express the difficulty he was having in reaching the Respondent. He gave evidence that he advised the Vendor that he filed the instant complaint against the Respondent as he was having difficulties closing the sale.

6. The Complainant gave evidence that the delay in the completion of the transaction has adversely affected him. He indicated that he was purchasing the Property, which comprised a piece of land, for himself and his daughter. According to him, it was for his daughter to live there. According to him, it was his intention to commence construction as soon as the sale was completed and that he had purchased and deposited some building material on the Property in anticipation that the sale would have been completed. Due to the delay however, he has been unable to commence construction.
7. According to the Complainant, the process has been a stressful one. His evidence is that the inability to move forward with his construction plans has presented an inconvenience since his daughter wants to move out of his current home.

Non-appearance by the Respondent

8. The Respondent was not present on any of the hearing dates. On each date attempts were made to reach her via telephone, but were unsuccessful.
9. On September 20, 2025, after being satisfied as to the service of the relevant notice of the hearing, the Panel commenced the hearing in the absence of the Respondent as permitted by the Regulation 8 of the Fourth Schedule of the Legal Profession Act which governs the procedure at the hearings.
10. After the evidence of the Complainant, the matter was adjourned to October 9, 2025, to give the Respondent an opportunity to appear to answer the allegations and/or cross examine the Complainant if she wished.

11. The Respondent was again absent from the proceedings when it resumed on October 9, 2025. The Panel proceeded to satisfy itself as to the service of the notice of the hearing for that date. Having been so satisfied the matter was adjourned for the Panel to render its decision. The result is that the Respondent did not participate in the hearing.

BURDEN AND STANDARD OF PROOF

12. The Panel reminds itself that the Complainant bears the burden of proof in respect of establishing his complaint. The Panel also reminds itself that the standard of proof in disciplinary proceedings is the criminal standard which is proof beyond all reasonable doubt (**Campbell v Hamlet [2005] UKPC 19**).

FINDINGS OF FACT

13. The Panel accepts the Complainant's unchallenged evidence that:

- (i) He entered into the agreement for sale to purchase the Property, in which sale the Respondent acted as the vendor's attorney-at-law;
- (ii) Pursuant to the said sale, the sum of \$2,502,250.00 was paid over to the Respondent on behalf of the Complainant;
- (iii) There has been a delay in the completion of the sale such that the Complainant is currently on his third letter of undertaking from the National Housing Trust;
- (iv) The last correspondence received from the Respondent was through the Complainant's attorney on November 7, 2024 indicating that the National Housing Trust requested an amendment to the sale documents, including the Instrument of Transfer. That is still the current status of the matter.
- (v) Since November 7, 2024, the Complainant has been unable to contact the Respondent whether personally or through his attorney. In his attempt to do so, the Complainant made several telephone call attempts to the Respondent, which went unanswered, and visited the Respondent's office. Despite those efforts the Complainant has been unable to have any dialogue with the Respondent regarding the sale.

- (vi) The delay has caused the Complainant stress and the inconvenience of not being able to proceed with his planned construction of a house on the Property for his daughter.

ANALYSIS

14. The gist of the Complainant's complaint is that, having entered into the agreement for the purchase of the Property from March 11, 2024, the sale has not been completed due the Respondent's neglect. This is compounded by virtue of the Respondent's failure to communicate with the Complainant and/or his attorney-at-law regarding the sale, despite the Complainant's several efforts to do so and notwithstanding that the Complainant has paid over to the Respondent the sum of \$2,502,250.00 on account of the purchase price.
15. By virtue of the aforesaid matters, the Complainant maintains that the Respondent has breached Canon I(b) of the Canons which states that "*an Attorney shall at all times maintain the honour and dignity of the profession and shall abstain from behavior which tend to discredit the profession of which she is a member*".
16. In **Gresford Jones v the General Legal Council ex parte Owen Fearon** (Miscellaneous Appeal No. 22/2002 and 27/2002 delivered on March 18, 2005, Harrison J.A. had the following to say regarding the scope of Canon I(b) of the Canons:

"The governing words of Canon I are:

"An attorney shall assist in maintaining the dignity and integrity of the Legal Profession and shall avoid even the appearance of Professional impropriety."

*This standard of conduct required to be maintained by members of the legal profession is easily understood and perceived as **basic good, upright and acceptable behaviour. Any deviation from this legal code is subject to scrutiny as it relates to the requirement of a particular canon.** Consequently, "the honour and dignity of the profession ..." may be besmirched by a breach of a particular canon or "the behaviour (of an attorney) may tend to discredit the profession ..." and be a breach of a specific canon. Either conduct would not fail to contravene the requirements of the proper conduct demanded by Canon I(b). **It is my view that the Canon is specifically widely drafted, in order to emphasize the ever prevailing high standard of conduct demanded by the profession and re-enforced by all the Canons in the Rules....**". [Emphasis supplied].*

17. Having regard to that dictum of Harrison J.A. quoted above from Gresford Jones v GLC

and the Panel's findings of fact, the Panel finds that the Respondent has indeed failed to maintain the honour and dignity of the profession and has engaged in behavior which tends to discredit the profession of which she is a member. This is so as:

- (i) The Respondent, as attorney-at-law having carriage of the sale of the Property, has not taken the necessary steps to complete the transaction in issue within a reasonable time; and
- (ii) The Respondent has, over a protracted period, failed to supply information on the progress of the transaction in issue to the Complainant and/or his attorney-at-law.

Delay in Completing Transaction

18. The evidence demonstrates that the Respondent failed to carry out amendments requested by the NHT to the documents necessary to effect the transfer of the Property. This was the position in November 2024, when the Complainant became aware of the NHT's request, and to date the status remains the same. The Respondent did not attend the hearing to explain the delay.

19. The Panel finds that such inaction, as has taken place in the instant case, is not conduct which is acceptable for members of the profession and is damaging in so far as it paints the picture of members of the profession being inefficient, non-responsive professionals who are prone to unjustifiable and protracted delays.

Failure to Supply Information to the Complainant on the Progress of the Transaction

20. The Respondent, as the attorney-at-law having carriage of the sale of the Property, was under a duty to keep the Complainant and/or his attorney-at-law advised as to the status of the matter and what, if any, steps were being taken to bring the matter to a close. This was especially so in light of the unusual delay in the completion of the transaction.

21. On the evidence, the Respondent failed and/or refused to provide any such updates. The result was the very unusual situation where the Complainant, as a result of obvious frustration, personally visited the Respondent's offices in order to obtain an update on the status of the

transaction. Even after having done so, there was still no communication from the Respondent on the status of the matter.

22. It is worth noting the Complainant's evidence that all this non-communication was taking place while the Respondent was in possession of the sum of \$2,502,250.00 which had been paid over to her pursuant to the transaction.

23. We find that the conduct complained of is not to be expected of an attorney. It serves to erode the public's trust and confidence in the profession and is not in keeping with the high standards of conduct that the profession demands.

CONCLUSION

24. In all the circumstances, the Panel finds that the Complainant has proved his complaint beyond all reasonable doubt and finds the Respondent to be guilty of professional misconduct as per Canon 1(b) of the Legal Profession (Canons of Professional Ethics Rules).

25. The Panel directs that a date be fixed to give the Respondent an opportunity to be heard in respect of the sanction to be imposed.



Daniella Gentles-Silvera, KC



Harrington McDermott



Sidia Smith