

DECISION OF THE DISCIPLINARY COMMITTEE OF THE GENERAL LEGAL COUNCIL

Complaint No. 29/2014

IN THE MATTER of a
complaint by HAZEL
HANSON against
HOWARD LETTMAN, an
Attorney-at-Law

AND

IN THE MATTER of the
Legal Profession Act.

Panel:

Mr. Walter Scott, Q.C.
Mr. Charles Piper, Q.C.
Mr. Michael Thomas

Present: The Complainant, HAZEL HANSON. No one appeared
for the Attorney nor did he appear.

Hearing:

The Complaint

This complaint against the Attorney-at-Law, Howard Lettman, (hereafter "the Attorney") is contained in the Form of Affidavit sworn to on the 16th day of June, 2008 by Hazel Hanson (hereafter "the Complainant"). The complaint is particularized as follows:

1. He has not provided me with all information as to the progress of my business with due expedition, although I have reasonably required him to do so.
2. He has not dealt with my business with all due expedition.
3. He has acted with inexcusable or deplorable negligence in the performance of his duties
4. He is in breach of Canon 1 (b) which states that, "An Attorney shall at all material times maintain the honor and dignity of the profession and shall abstain from behavior which may tend to discredit the profession of which he is a member."

BACKGROUND HISTORY

The Complaint was first listed for hearing on the 10th April, 2010. The Complainant was present, represented amicus by Mr. Richard Bonner, Attorney-at-Law solely for the purpose of providing information in her application for sub-division approval. The Attorney was absent and the complaint was adjourned to the 12th June, 2010.

On that date the Complainant was present and again represented by Mr. Bonner who agreed to continue assisting the Complainant to obtain Title. The Attorney was absent. Costs of \$10,000.00 were ordered to be paid to the complainant and the matter adjourned to the 4th December, 2010 for mention.

On that date the Complainant was present, also Mr. Bonner, who stated that he continues to represent her amicus in the related land matter. The matter was adjourned to the 19th March, 2011.

On that day the Complainant was present and the Attorney and Mr. Bonner absent. Costs of \$12,000.00 were ordered to be paid to the Complainant by the Attorney and the matter adjourned to the 28th May, 2011 for hearing.

On that day the Complainant was present and Mr. Marcus Greenland represented the Attorney who was absent. Mr. Bonner was also absent. The matter was adjourned to the 17th September, 2011 for mention.

On that day the Complainant was present and Mr. Adepipe held for the Attorney who was absent. Mr. Bonner appeared at 11:25 a.m. the matter was adjourned for further mention on the 5th November, 2011.

On that date the Complainant was present, Mr. Bonner appeared amicus. The Attorney was present and represented by Mr. Marcus Greenland. The matter was adjourned to 3rd March, 2012 for mention.

On that day the Complainant and the Attorney were present. The latter reported that Mr. Barlou Ricketts who represented the original vendor says he estimates 3 months before the completion. Matter adjourned for mention on 29th September, 2012.

On that day the Complainant and Mr. Bonner were present. The Attorney was absent. The matter was adjourned to the 2nd March 2013.

On that day the Complainant was present and the Attorney absent. The matter was adjourned to the 1st June, 2013 for trial.

On that day the Complainant was present and represented amicus by Mr. Bonner. The Attorney was absent. The matter was adjourned to the 9th November, 2013 for trial.

On that day no parties were present. The matter was adjourned to the 5th April, 2014.

On that day the Complainant was present. The Attorney was absent. The matter was adjourned to the 5th July, 2014.

On that day the Complainant was present. The Attorney was absent. The matter was adjourned to the 13th September, 2014 for trial.

On the 13th September, 2014 the Complainant was present. Mr. Ravil Golding held for the Attorney who was absent. Costs of \$12,000.00 were awarded to the Complainant. The matter was adjourned to the 13th December, 2014 for trial.

On that day the Complainant was present as also Mr. Bonner who is assisting the Complainant. The Attorney was absent. The matter was adjourned to the 18th April, 2015 for trial. Costs of \$20,000.00 were awarded to the Complainant.

On that day the Complainant and Mr. Bonner were present. The Attorney was absent. The matter was adjourned for trial on 31st October, 2015.

On the 31st October, 2015 the Complainant was present and the Attorney absent. Costs for the day, \$20,000.00 was awarded to the Complainant. The matter was adjourned for mention on the 16th January, 2016. The Complainant was excused from attending.

On that day the Attorney was absent and the matter was adjourned for mention on the 12th March, 2016; the Complainant being excused from attending.

On the 12th March, 2016 no parties were present. The matter was fixed for trial on 2nd July, 2016; Complainant being required to attend.

On the 2nd July, 2016 Complainant was present and the Attorney was absent. Costs of \$20,000.00 were awarded to Complainant for the day. The matter was adjourned to 5th August, 2016.

On that day, the Complainant was present and the Attorney absent. The Panel satisfied itself that adequate notice had been sent to the Attorney as required by Rules 5 and 21 of the Fourth Schedule to the Legal Profession Act. This is evidenced by an Affidavit of Service sworn to on the 4th August, 2016 by Wayne Henry to which is attached Notice to Mr. Howard Lettman, Attorney-at-Law along with Certificate of Posting No., 2633 issued by the General Post Office on the 4th July, 2016.

The Panel was satisfied that service of Notice had been effected upon Mr. Lettman. The Panel exercised its discretion to proceed with the hearing in the absence of the Attorney. In doing so the Panel acted pursuant to Rule 8 of the amended Fourth Schedule.

The matter was part heard and adjourned to 29th October, 2016 and costs for the day in the amount of \$20,000.00 were awarded to the Complainant.

On the 29th October, 2016 the Complainant was present and the Attorney absent.

The Panel satisfied itself that adequate notice had been sent to the Attorney as required. This is evidenced by an Affidavit of Service of Wayne Henry sworn to on the 28th October, 2016 to which is attached Certificate of Posting no. 7159 issued by the General Post Office on the 8th August, 2016. The Panel was satisfied that the Notice of Hearing was effected upon the Attorney Howard Lettman.

The Panel exercised its discretion to continue with the hearing in the absence of the Attorney. In doing so the Panel acted pursuant to Rule 8 of the amended Fourth Schedule.

EVIDENCE

The Complainant Hazel Hanson was sworn. She deponed that she lives in Lititz District, Watson Hill P.O. in the parish of Manchester and she will be 84 years of age on the 23rd September.

She said that in September 1995 when she was buying the place from Alvin Barnes the Attorney worked for her. She and Mr. Barnes used the same Lawyer. She said she signed an Agreement for Sale which was shown to her and she identified her signature on the said Agreement.

She said that she made a complaint against the Attorney because she expected she would get her Title which to date she still has not gotten. The Form of Application was shown to the Complainant who recognized her signature thereon and the Form of Application was tendered and admitted into evidence as Exhibit 1.

The Complainant was also shown an Affidavit in which she recognized her signature. The Affidavit along with attached exhibits was tendered and admitted into evidence as Exhibit 2.

The Complainant further stated that she paid all of the purchase money i.e. \$250,000.00 due under the Agreement for Sale at one time, that is, in 1995. She said the only receipt she got was the one shown to the Panel dated 28th September, 1995 in the amount of \$42,500.00 from Howard Lettman. This was tendered and admitted into evidence as Exhibit 3.

When asked by the Panel when was the last time the Attorney contacted her, the Complainant said "he didn't contact me at all, when the Court told him to pay me \$20,000.00 he paid me".

She further said that the last time she heard from the Attorney since she paid him the money was when she saw him on King Street and he was trying to give her some money which she would not take.

When asked by the Panel as to when was the last time she heard anything regarding the property, she said she heard nothing.

The Complainant also said that to date she had not gotten the Title.

The hearing was adjourned to the 29th October for the evidence to be completed.

On the 29th October, 2016 the hearing resumed and the Complainant sworn.

The Complainant stated that she prepared a list setting out all the times she came before the Committee concerning the complaint.

The list was shown to the Panel who advised that the \$22,000.00 paid to her by the Attorney and the cheque for \$118,000.00 would have to be "minused" from the total amount on her list.

The document/list was tendered and admitted into evidence as Exhibit 4.

The panel concluded the hearing and reserved its decision.

FINDINGS

The Panel makes the following findings as it is obliged to do by virtue of section 15(1) of the Legal Profession Act.

The Panel reminds itself that the Complainant has a duty to satisfy us beyond reasonable doubt, that is, so that we are sure (*Winston Campbell v David Hamlit* [2005] UKPC 19).

Having heard the evidence of the Complainant we find her to be a witness of truth. The allegations contained in the Affidavit (Exhibit 2) sworn to by the Complainant, not having been disputed by anyone, left the Panel with no choice but to accept the facts stated therein as the truth.

We make the following findings of fact:

- (a) The Attorney represented the Complainant in 1995 when she was buying land situate at Lititz in the parish of Manchester from Alvin Barnes. The Vendor was also represented by the Attorney who was to obtain a title for the Complainant;
- (b) The Complainant signed an Agreement for Sale presented to her by the Attorney;
- (c) The Complainant and Alvin Barnes paid the Attorney the sum of \$42,500.00 for which a receipt was given;

- (d) The Complainant paid the full price for the land, that is \$250,000.00 at one time;
- (e) The Complainant has not been contacted by the Attorney nor has she heard anything from him regarding the property;
- (f) The Complainant has not to date received the title for the land from the Attorney;
- (g) There has been no explanation forthcoming from the Attorney as to why the Complainant has not received title since 1995.
- (h) The Complainant has spent money totaling \$232,000.00 in fares attending the hearings during the period April, 2010 and October 2016 of which she has been reimbursed \$140,000.00 by the Attorney.
- (i) On the 16th June, 2008 the Complainant filed a complaint against the Attorney and Affidavit in support with the General Legal Council.

CANONS

The Complaint alleges that the Attorney is in breach of various canons which are set out hereunder:

Canon IV (r) provides that:

"An Attorney shall deal with his client's business with all due expedition and shall when reasonably so required by the client provide him with all information as to the progress of the client's business with due expedition".

Canon IV (s) provides that:

"In the performance of his duties an Attorney shall not act with inexcusable or deplorable negligence or neglect".

Canon 1 (b) provides that:

"An Attorney shall at all times maintain the honour and dignity of the profession and shall abstain from behaviour which may tend to discredit the profession of which he is a member".

CONCLUSION

Based on the evidence as elicited and the Canons as enunciated, the Panel concludes that the Attorney is in breach of all the above-mentioned Canons in that the Attorney:

- a) Has failed to carry out the business for which he was obliged to do and has provided no information to the Complainant as to the progress of the Complainant's business. The Complainant is entitled to be advised as to the progress of her affairs and the failure of the Attorney to do so constitutes misconduct in a professional respect.
- b) Has failed to see to the production and delivery of title to the Complainant after a period of 21 years, and accordingly, did not deal with the Complainant's business with due expedition.
- c) Given the facts of the instant complaint where after a period of 21 years the Attorney has failed to demonstrate that he has dealt with the Complainant's business and has had no communication with her by way of providing any information as to the progress of her business, the Panel has no hesitation in finding that the Attorney acted with inexcusable and deplorable negligence in the performance of his duties.
- d) It is the Panel's view that all of the breaches committed by the Attorney and referred to above can only have the effect of bringing the legal profession into disrepute.

SANCTIONS

As is presently required a date will be fixed on which there will be a separate hearing in respect of the sanctions that may be imposed.

DATED THE 24TH DAY OF JUNE, 2017.






