

*Order of Discipline  
Committee received  
Kenman Davis  
27/2/85*

DISCIPLINARY COMMITTEE  
of the  
GENERAL LEGAL COUNCIL

ORDER

Complaint No. 31/78

Kenman Davis - Complainant  
L.E.A. Forde - Respondent - Attorney

In the matter of KENMAN DAVIS of  
Wiltshire, Duncans, Trelawny and  
L.E.A. FORDE, an Attorney-at-Law.

In the matter of the Legal Profession  
Act, 1971.

This matter has come before a division of the Disciplinary  
Committee consisting of -

J. LEO-RHYNIE, ESQ. Q.C. (Chairman)  
H. ST.C. WHITEHORNE, ESQ. O.D., M.B.E.  
BRUCE BARKER, ESQ.

for hearing on the 16th day of February, 1980; the 12th day of  
April, 1980; the 31st day of May, 1980 and the 12th day of  
January, 1985.

The delay in this matter has been due to the fact that the  
Committee regarded it as essential that evidence should be  
obtained from Ainsleigh St. John Powell-Jones who lives in  
Regina, Saskatchewan, Canada, which evidence was finally  
tendered in the form of an Affidavit, sworn on the 13th day  
of April, 1984.

UPON DUE CONSIDERATION of the evidence given at the hearing  
THE COMMITTEE FINDS the following facts -

1. On the 10th day of February, 1977 a contract was entered  
into between Ainsleigh St. John Powell-Jones whose  
Affidavit has previously been referred to and Kenman  
Davis the Complainant, whereby Kenman Davis was to pur-  
chase from the said Ainsleigh St. John Powell-Jones who  
in his Affidavit stated that he was Executor of the Will  
of Harry Winston Jones the registered proprietor of the  
land in question - 30 acres, 1 rood and .03 perches of  
land known as Wiltshire in the parish of Trelawny for  
the sum of SIXTEEN THOUSAND JAMAICAN DOLLARS (J\$16,000.00);

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2. That in the said contract, the Carriage of Sale was stated to be in the hands of MR. L.E.A. FORDE the Respondent;
3. That Mr. L.E.A. Forde, the Respondent drew up the said Contract of Sale;
4. That in fact Mr. L.E.A. Forde acted for both parties. Each party denies having chosen him to act for them, but the Committee finds that in fact he was instructed by Northern Real Estate Agency to act in the matter and that both parties acquiesced in this selection attended at his office to sign the Contract and he in fact acted for both parties in the matter. In addition he described himself in the Contract as having the Carriage of Sale;
5. The Purchase Price was SIXTEEN THOUSAND JAMAICAN DOLLARS (J\$16,000.00);
6. On the 28th day of July, 1975 the Complainant paid ONE THOUSAND DOLLARS (\$1,000.00) to Northern Real Estate Agency;
7. On the 30th day of July, 1975 FOUR THOUSAND DOLLARS (\$4,000.00) was paid to Northern Real Estate Agency by the Complainant;
8. On the 31st day of July, 1975, the Complainant paid L.E.A. Forde the Respondent FOUR HUNDRED AND THIRTY-SIX DOLLARS and SIXTY-THREE CENTS (\$436.63) being his share of the costs of this transaction. Therefore, up to this date on account of the \$16,000.00 purchase price - \$5,000.00 had been paid to Northern Real Estate Agency - leaving \$11,000.00 still to be paid;
9. The Vendor - Ainsleigh St. John Powell-Jones admits that L.E.A. Forde, the Respondent has accounted to him for the said \$5,000.00;
10. The Complainant made arrangements to borrow certain sums from the Jamaica Development Bank and the Jamaica Development Bank gave L.E.A. Forde the Respondent its undertaking to pay \$5,000.00 on presentation of Title to them;
11. The Complainant paid \$6,000.00 to L.E.A. Forde, the Respondent and got a receipt for it 'Exhibit 9' dated the 25th September, 1977. It appears that this receipt was given subsequent to the actual payment which we find took place on the 30th day of June, 1977. This discrepancy is explained by the Complainant saying, that on the 30th day of June, 1977 he had a quarrel with L.E.A. Forde the Respondent and forgot to collect his receipt;

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12. Pursuant to representations made to the Jamaica Development Bank by L.E.A. Forde, the Respondent, Jamaica Development Bank provided the Complainant with a cheque for \$5,000.00 payable to Mr. Forde, and on the 30th day of June, 1977 Mr. Forde, the Respondent and the Complainant attended at the Workers Bank, Montego Bay, where the Complainant gave Mr. Forde both the \$6,000.00 previously referred to and \$5,000.00 in the form of a cheque from the Jamaica Development Bank making altogether \$11,000.00 the entire balance of the purchase money. With the \$11,000.00 L.E.A. Forde, the Respondent opened an account in Workers Bank, Montego Bay to which he lodged the said sum of \$11,000.00;
13. Ainsleigh St. John Powell-Jones deponed in his Affidavit and we find as a fact -
  - (a) that L.E.A. Forde admitted that he did receive the said sum of \$11,000.00 (Paragraphs 12 and 15 of Affidavit);
  - (b) that L.E.A. Forde gave a cheque payable to the said Ainsleigh St. John Powell-Jones in the amount of \$11,000.00 in settlement of the aforementioned debt, and that the said cheque was dishonoured for insufficiency of funds by the Bank (Paragraphs 12 and 13 of Affidavit);
  - (c) that L.E.A. Forde upon the dishonoured cheque being handed to him further promised and undertook to straighten out the matter and to make good the amount represented on the cheque and that L.E.A. Forde in the presence of the said Ainsleigh St. John Powell-Jones unsuccessfully attempted to negotiate a loan for the said \$11,000.00 at a bank. Thereafter, L.E.A. Forde consistently admitted the debt to the said Ainsleigh St. John Powell-Jones and promised to repay the said sum (Paragraph 14 of the Affidavit);
14. No Transfer of the land has ever been executed. The Title is still in the name of Harry Winston Jones. It is unencumbered by any mortgage, but there are three (3) Caveats lodged against it.
15. The Respondent, L.E.A. Forde has not accounted to either of his clients, namely - the Complainant or Powell-Jones for the said sum of \$11,000.00; nor has he tendered a Transfer for signature to either of them; nor has any notification of this transaction been entered in the Office of the Registrar of Titles; nor has the land in fact been transferred; nor is there any evidence that the Respondent took

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any steps to ensure that Title could be transferred having regard to the fact that the registered proprietor, Harry Winston Jones is dead and there is no evidence of representation in his estate whereby a personal representative could have effected a Transfer of Title to the Complainant;


16. The Respondent, L.E.A. Forde has not attended at any of the hearings to offer any explanation for his failure to account for \$11,000.00 entrusted to him to carry through this transaction; nor has he taken any effective step towards carrying it through.

By reason of the findings of fact which we have made and which are set out above, the Committee finds that the Respondent, L.E.A. Forde, Esq., Attorney-at-Law, has been guilty of misconduct in a professional respect. In arriving at its decision the Committee had regard to the Legal Profession Act - The Legal Profession (Canons of Professional Ethics) Rules, in particular Canons 1(b), IV(s) and VII(b)(ii).

PURSUANT TO THE FOREGOING findings the division of the Committee  
HEREBY ORDERS -

- (a) That the name of the Attorney-at-Law, L.E.A. Forde shall be struck off the Roll of Attorneys-at-Law;
- (b) That the said Attorney-at-Law shall pay to the Complainant the sum of Eleven Thousand Dollars (\$11,000.00) by way of restitution;
- (c) That the said Attorney-at-Law shall pay costs of Five Hundred and Fifty Dollars (\$550.00).

DATED the 16th day of February, 1985.

  
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(CHAIRMAN of the Division of  
the Disciplinary Committee of  
the General Legal Council)

FILED with the Registrar of the Supreme Court by Dedrick H. Robinson, Secretary of the Disciplinary Committee of the General Legal Council of 78 Harbour Street in the parish of Kingston, in accordance with the Legal Profession Act 1971.