

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

COMPLAINT NO. 43/97

FREDERICK O'MEALLY

COMPLAINANT

AND

SHAUN REYNOLDS

RESPONDENT

PANEL

DR. ADOLPH EDWARDS-CHAIRMAN
MR. ALLAN WOOD
MR. DERRICK MCKOY

PRESENT:

MR. FREDERICK O'MEALLY

MR. SHAUN REYNOLDS – ABSENT

PANEL:

In this matter the complainant Mr. Frederick O'Meally made a complaint against Mr. Shaun Reynolds on the 9th April, 1997. On the 18th March, 2000, the Panel of the Disciplinary Committee granted leave to amend the complaint so that the central issue on which Mr. O'Meally's complaint turned could be determined. The amendment reads as follows:-

“Arising from the transaction the Attorney gave an undertaking in writing dated 23rd January, 1998 to pay to me the sum of \$132,241.18 on account of interest incurred on monies which should have been paid over on the balance of the purchase price due from June 1996 as well as the sum of \$2,300.00 to me and \$12,000.00 to my new Attorneys-at-Law, Clayton Morgan and Company for legal fees and costs in respect of the transaction. The Attorney has not fulfilled his undertaking.

The complaint I make against the attorney is that:-

- (iv) “He has failed to honour his professional undertaking given in writing dated 23rd January, 1998 in breach of Canon VI(d) of the Legal Profession (Canons of Professional Ethics) Rules.”

The hearing of the complaint commenced on the 15th July, 2000. In attendance were Mr. Frederick O'Meally and Mr. Roger Davis, Attorney-at-Law acting for Mr. Shaun Reynolds. Mr. Reynolds was not in attendance. Mr. O'Meally gave evidence at that hearing which was not challenged. The hearing of the complaint was adjourned and reconvened today, the 21st April, 2001. Neither Mr. Reynolds nor his Attorney, Mr. Roger Davis were in attendance at the reconvened hearing with no explanation for their non-attendance despite proof of service of the notice requiring attendance as confirmed by an Affidavit of Service sworn to by Mervalyn Walker dated 20th April, 2001. It is also noted that the notes of evidence given at the hearing held on the 15th July, 2000 were served on Mr. Reynolds and upon his Attorney. Those notes recorded Mr. O'Meally's evidence inter alia that he simply wanted to be paid the sum of \$132,241.18 together with the costs. This evidence was clearly noted by the Attorney for Mr. Reynolds who promised to intercede with Mr. Reynolds to have him perform his undertaking. Mr. O'Meally gave further evidence today that neither he nor his Attorneys, Clayton Morgan & Company have been paid to date.

Having heard the unchallenged evidence of the Complainant, Mr. Frederick O'Meally, we find as follows:-

1. Mr. Shaun Reynolds acted as Attorney-at-Law for Mr. Frederick O'Meally in the sale of a property to Mr. Veich Jarrett being lands registered Volume 998 Folio 422 of the Registered Book of Titles pursuant to an agreement in writing dated 20th April, 1996.
2. The price payable under the said agreement was Canadian \$40,000.00 of which Canadian \$20,000.00 was paid over to Mr. O'Meally on the signing of the agreement.
3. There was a delay in the payment of the balance of the purchase price of Canadian \$20,000.00 to Mr. O'Meally, who consequently retained Mr. Clayton Morgan of the firm Clayton Morgan & Company to act on his behalf in resolving the matter.
4. At a meeting held on the 23rd January, 1998 attended by the Complainant, Mr. O'Meally, Mr. Veich Jarrett the purchaser, Mr. Clayton Morgan and Mr. Shaun Reynolds the balance of the purchase price was paid over and Mr. Reynolds accepted responsibility for the delay in making that payment and promised and agreed to compensate Mr. O'Meally for the interest due thereon, and the legal costs incurred.
5. Consequent on the promise made at the aforesaid meeting, by way of a letter dated 23rd January, 1998 to Clayton Morgan & Company, Mr. Shaun Reynolds gave the following professional undertaking:

"Re Sale and Purchase of lands part of Haughton Court, Hanover - Frederick George O'Meally to Veich Jarrett.

This serves to confirm that I am holding funds on account of the Vendor and Purchaser to stamp the Agreement for Sale and to pay the assessed amount for Stamp Duty, Transfer Tax and Registration Fees in respect of the above named transaction.

I hereby undertake to remit to you immediately upon request, the full amount required to effect this transaction. I further hereby undertake to remit to you within fourteen (14) days from the date hereof the sum of ONE HUNDRED AND THIRTY TWO THOUSAND TWO HUNDRED AND FORTY ONE DOLLARS EIGHTEEN CENTS (J\$132,241.18) payable to Mr. Frederick George O'Meally on account of interest incurred on monies which should have been paid over to me from the balance of the purchase price due from June 1996.

I further undertake to pay you the sum of \$2,300.00 on account of legal costs incurred by Mr. O'Meally to date. I hereby further undertake to pay to the said Attorneys the sum of \$12,000.00 for legal fees and costs on behalf of the Vendor and Purchaser in respect of the transaction."

6. The Panel finds that Mr. Reynolds has failed to honour the aforesaid undertaking to pay sums amounting to \$146,541.18 despite having had ample opportunity to do so.
7. The Panel finds that Mr. Shaun Reynolds has breached Canon VI(d) of the Legal Profession (Canons of Professional Ethics) Rules and has acted in a manner which is deplorable and unbecoming of his profession.

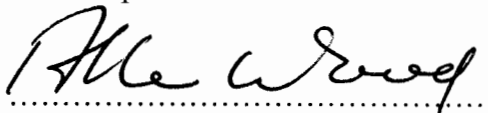
The Panel in coming to its order has to be mindful of the fact that, the Attorney, Mr. Shaun Reynolds has had ample opportunity to rectify the breach of his professional undertaking and has failed to do so. In the circumstances, it is ordered as follows:-

- I. Pursuant to Section 12(4)(c) of the Legal Profession Act the Attorney Mr. Shaun Reynolds is ordered to pay to the Complainant Mr. Frederick O'Meally the sum of \$146,541.18 together with interest thereon at a rate of 12% per annum from 23rd January 1998 to the date of payment.
- II. Pursuant to Section 12(4)(a) of the Legal Profession Act, the Attorney Mr. Shaun Reynolds is suspended from practice until the 31st day of October, 2001.
- III. By way of contribution towards the costs for the two days of hearing, namely the 15th July, 2000 and 21st April, 2001, costs of \$8,000.00 are awarded to the Complainant payable by Mr Reynolds.

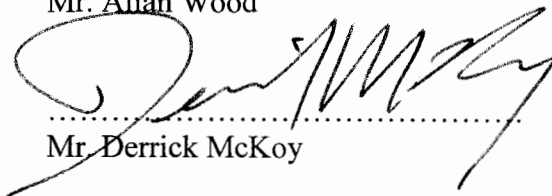
Dated the 21st day of April, 2001



.....
Dr. Adolph Edwards



.....
Mr. Allan Wood



.....
Mr. Derrick McKoy