

JUDGEMENT - Marianne Manuge against Horace Gray 91/2001

Mr. Patrick Bailey appeared for the Complainant

Mr. Ravil Golding appeared for the respondent

The Complaint of Ms. Marianne Manuge against Mr. Horace Gray an Attorney-at-Law is set out in her Affidavit dated 25th October, 2001 in support of the Form of Application against the Attorney-at-Law bearing the same date. She alleges that Mr. Horace Gray

- a. Charged her fees that are not fair and reasonable;
- b. Withdrew from her employment without taking reasonable steps to avoid foreseeable prejudice and injury to her position and rights as his client;
- c. Withdrew from her employment and has not promptly refunded such part of the fees paid in advance as may be fair and reasonable ;
- d. Has not provided her with all information as to the progress of her business with due expedition, although she has reasonably required him to do so;
- e. Has not dealt with her business with all due expedition
- f. Has acted with inexcusable or deplorable negligence in the performance of his duties
- g. Has not accounted to her for all moneys in his hands for her account or credit although she has reasonably required him to do so.

The matter was heard on the 8th March, 17th May, 18th July, 2003, 10th January & 20th March, 2004 and submissions by Counsel for both parties were made on 8th May, 2004

Evidence was taken from the Complainant. She called no witnesses. Evidence was taken from Mr. Horace Gray and his witness Mr. Leonard Bailey.

EVIDENCE OF THE COMPLAINANT

The Complainant in her evidence in chief said that she is a resident of Montreal, Canada. She started visiting Jamaica in the 1990's and in due course met the Respondent Mr. Horace Gray and his wife and developed a social relationship with them. In February, 1996 she told Mr. Gray she was interested in purchasing at least 10 acres of land suitable for coffee farming. She then returned to Canada. She says Mr. Gray subsequently telephoned her and told her he had identified a suitable piece of land so she should return to Jamaica. This she did and following her arrival Mr. Gray introduced her to one Paul Grant who she says was well known to him as he was god-father to Grant's son. Mr. Gray told her Grant was the owner of the piece of land he had phoned her



about. She says they went to visit the land at Sommerset, St. Thomas and Mr. Gray was in the party. The boundaries of the land were pointed out by Grant. They returned to Mr. Horace Gray's office where negotiations took place with Mr. Grant in Mr. Gray's presence. A price was agreed at \$32,500 per acre and the total price was set at \$325,000.00. An Agreement for Sale was prepared by Mr. Gray. She had previously sent J\$106,000.00 to Mr. Gray by wire transfer towards the purchase of land. (a copy of the confirmation of the wire transfer was admitted as Exhibit 1).

The Agreement was signed by herself and Mr. Grant. Mr. Gray & Mrs. Gray signed also (a copy of the Agreement at Tab # 3 of Complainant's Bundle of documents admitted as Exhibit 2). The Complainant said she considered that Mr. Horace Gray was her Attorney because he prepared the Agreement and introduced her to the Vendor and she had sent him money towards the purchase, as her lawyer. She says after the Agreement was signed Mr. Gray told her the land was ten (10) acres more or less.

The Complainant says that after the Agreement was signed it contained some blanks. She said the acreage of the land was blank. She said she understood Mr. Gray was also the Vendor's Attorney. She says he Mr. Gray never advised her to get a separate Attorney. She said she understood the cost of Title was to be shared equally.

The Complainant was asked by her Counsel if she was given advice as to what would happen if the land turned out to be less than 10 acres. She said she was not so advised. She said that though a price of \$32,500 per acre had been agreed it was not so stated in the Agreement for Sale. She contends the price was \$32,500 per acre and Mr. Gray was party to that discussion. The Complainant was also asked by her Counsel if the references to Josiah Ogilvie and Maureen Ogilvie in the Agreement for Sale were explained to her. She said she was told they were the Vendor's deceased grandparents. She said Mr. Gray told her the estates were Probated. She said there was no discussion about an Executor participating in the sale. She says that she was told by Mr. Gray she could take possession of the land but was given no time frame for completion of the sale. She says that she was not shown a Will or document of title for the land. She was only shown a tax receipt (Exhibit 3). She was told by Mr. Gray that in due course she would get a Registered Title in her name.

The Complainant says that a few days after the Agreement for Sale was signed she wrote in the acreage on her copy as "Ten Acres".

The Complainant was referred to a letter (TAB # 1 Complainant's Bundle Exhibit 4) addressed by Mr. Horace Gray 'To Whom It May Concern'. She says Mr. Horace Gray wrote that letter to assist her with getting Bank finance. It was incorrectly dated January 2nd 1996 but should have been dated 2nd January, 1997.

The Complainant says she has never seen a Title for the land nor any document applying for a Registered Title. She says she made arrangements for a survey of the land and on getting the Diagram was advised the land contained less than 4 acres. She asked Mr. Gray to explain how that had occurred. He told her she should be getting some money back even if he had to pay it himself. A copy of the Surveyor's plan was tendered as Exhibit 5 (See Tab # 7 Complainant's



Bundle). She said up to that point she had made two payments of \$106,000.00 and \$100,000.00 respectively towards the purchase price.

The Complainant says she continued with Mr. Gray as her Attorney until September 1997 when she engaged the services of Mr. Neville Stewart.

In the course of her evidence in chief (page 1 of hearing on 17/5/03) it was agreed to admit the whole of the Complainant's Bundle of documents into evidence. The Complainant in dealing with the occasion when the land was being surveyed said that about six (6) persons came forward claiming to own portions of the land which had been pointed out to her by Grant. The Surveyor's assistant noted the various objections. The Surveyor himself was absent. She said the area shown in the Diagram (Exhibit 5) represents the only portion of the land which was not being claimed by other persons. Counsel for the Complainant at this stage produced a copy of an extract from the Concise Oxford Dictionary which showed equivalent in acres of one hectare of land.

The Complainant says that having regard to her plans for the land 4 Acres would have been of no use to her. She says Mr. Gray never refunded any of the money she paid. She said she had started farming actively on the land and had spent Can.\$32,528.00 (see Exhibit 7) in doing work on the land.

She said she began to doubt Paul Grant's right to sell the land. She says that apart from Mr. Neville Stewart she also consulted Messrs. Dunn Cox Orrett & Ashenheim who gave her a legal opinion for which she paid. She specifically identified at Tab 40 of her Bundle of documents a copy of the Affidavit grounding her complaint.

Under cross-examination by Mr Ravil Golding the Complainant acknowledged that in the Agreement just before the point where the area should be stated the words "containing by estimation" were set out. She said no one had told her to vacate the land. She said she had sued the Vendor Paul Grant in the Morant Bay Court. She says the Judgment of the Court was for Mr. Grant to repay her \$46,000.00.

In response to Mr. Golding she said she had paid a fee of \$6,000.00 to Mr. Gray to prepare the Agreement for Sale. She said she paid him no other fee. She said she eventually gave up the land on 23rd June, 1997 and at that time some coffee seedlings had been planted. She said she had given instructions for the services of her employee Leonard Bailey to be terminated. She said her last visit to the land was on or around June 16, 1998. She denied going back to the land in 2000.

She admitted having been shown a tax receipt after she signed the Agreement and recalls seeing 'ten Acres' mentioned on the tax receipt. She insisted that it was Mr. Horace Gray and not Mr. Grant who told her the land was 10 Acres. She says he told her that on the phone call to her in Canada in 1996.

In response to a suggestion that Mr. Gray no longer had any money for her she insisted he had Can.\$91,747.49 for her. She said she had paid J\$250,000.00 to Mr. Gray.



In cross-examination she said it was possible that the '10 Acre tax receipt' was shown to her before she signed the Agreement for Sale.

She insisted Mr. Gray told her it was 10 Acres of land. She said also it was possible she was told the acreage was left blank to be filled in when the survey was done. She denied that she had been advised not to make a second payment on account of the purchase price before the survey.

The Complainant rejected the suggestion that Leonard Bailey had been present during negotiations and insisted that Mr. Gray did participate in discussion as to the price per acre of the land.

She said there was no agreement about a survey. The survey was done on her own initiative. She also said Mr. Gray had spoken to her about a survey. The Complainant was referred to a copy valuation of the land by Clinton Bertram (Tab 6 Complainant's Bundle). She said it was Mr. Gray who retained him. She says did not discuss the acreage of land with Mr. Bertram prior to this valuation. Says Mr. Bertram & Mr. Gray shared offices. Mr. Golding with leave of the panel was allowed to re-open his cross-examination on 10th January, 2004. He sought to contradict Complaint by a transcript of proceedings in the Morant Bay Court but as the transcript was not certified by the Court, the Panel could not accept it as being a correct record.

EVIDENCE OF MR. HORACE GRAY

Mr. Gray commenced his evidence at the hearing of 10th January, 2004. He admitted having acted as Counsel in the land transaction between Complainant and Paul Grant. He said he had Carriage of sale. He said he considered it to be his professional obligation to see that Mr. Grant the Vendor gave to the Complainant what he had "agreed to give her". He says prior to visiting the land in the company of Complainant & Paul Grant he had not known the land. He said he knew Complainant wanted the land for coffee farming. He said Paul Grant & Leonard Bailey pointed out boundaries of the land to the Complainant. He denies telling her land contained 10 Acres. He denied taking any part in the negotiation as to the price of the land. He then said the tax receipt was shown to Complainant after Agreement was signed. Mr. Gray in being asked by his Attorney about the Agreement (Respondent's Exhibit 1) was asked "Why was the size of the land not stated?" His answer was "Mr. Grant told Ms. Manuge that he had not surveyed the land and he was not sure that it was 10 Acres".

Under cross-examination by Mr. Bailey Mr. Gray says he never at any time considered Complainant to be his client and he was just assisting her for free as a friend. He said she understood that so he did not put anything in writing to her as to his status with her. He accepts that he had "set up himself" by reason of his position in relation to the parties but said he was not negligent.

When asked if he ever acted as Attorney for the Complainant he referred to instances of assisting her with payment of her workers and going to the Llandewey P.C. Bank with her. He also gave the Bank an undertaking on her behalf. He said the Complainant said she would represent herself in the sale. He said that in advising to get a registered title for the land in her name (the Complainant)



he was acting only for the Vendor Paul Grant. He said that in his view stating the acreage was a mere formality and it was not part of his duty as Attorney to state the size of the land with clarity. He was questioned as to his research to discover Paul Grant's right to sell the land. He said he was aware that another nephew of Josiah and Marianne Ogilvie was contesting Paul Grant's right to sell the land. Says he satisfied himself that issue had been resolved based on an Affidavit sworn by one Adrian Ogilvie saying Paul Grant had been put in possession of the land.

Mr. Gray said his file was later taken from his office by Paul Grant. He said the Agreement was not made subject to a Grant of Letters of Administration. He never filed the application to obtain registered title for the land though says he had a duty to complete the matter. Admits Complainant would under the terms of the Sale Agreement been liable to pay half of his fees.

Mr. Gray under cross-examination said that in proceedings in the Morant Bay Court by the Complainant Marianne Manuge against Paul Grant he gave evidence and admitted that in his testimony in that case he did say that Grant had said he was selling ten acres. He also admitted that in that case he told the Court he had been working for both the Complainant and Paul Grant in the land transaction. He said that in that case he told Court the land was being sold for \$32,500.00 per acre and said he was then speaking the truth. He then said it was after the Agreement was signed that Grant told her land being sold was ten acres. He said the parties were still in his office having just signed Sale Agreement. He then says that when told it was ten acres he told parties to do a survey quickly. He also says that it was after Agreement signed he was told the land was sold at \$32,500 per acre. Says after learning the price was based on 10 Acres of land he did nothing to try and rectify the situation. He said he was not the Complainant's Attorney. Says he asked her at beginning of transaction if she intended getting an Attorney. She said no. Says Grant stole his file. Has no copy of statement his Secretary gave the Police. Admits Complainant paid her money to him for whenever she got a piece of land to buy.

He said at one point in cross examination that he did tell the Complainant that there was a conflict of interest and that she should get independent advice but later on he went on to say that he had not found himself in a position where his duty to the Complainant conflicted with his duty to the Vendor, Mr. Grant. He said that there was no likelihood of any conflict in his duty. *Interestingly he also said that on hindsight he had exposed himself to a conflict between his duty to his client and his wish to help a friend. He nonetheless also said there was no likelihood of a conflict of interest He denied he acted with inexcusable negligence or deplorable negligence. He sent no correspondence to the Complainant.

Under re-examination Mr. Gray said the Complainant never paid him money to get out a Title. He spoke of a social relationship from 1996. She would stay at his house 2-3 times per year.

Leonard Bailey gave evidence. He said he was present when Paul Grant and Complainant went to view the land. Says Mr. Gray did not go onto the land with him. Says Complainant started to do work on the land. He worked with her till 2000. Says she had a farm Manager named Dalton Morris. He said the river took away a piece of the land in 2002.



Submissions by Counsel

Mr. Golding submitted on behalf of Mr. Gray that at time of signing the Agreement the acreage was not known and that is why it was left blank in the Agreement. He said that once parties to negotiations having seen the land and decided on what's being sold/purchased and go to an Attorney and describe the land by metes and bounds the obligation on the Attorney is far less than in other circumstances. Says all Gray did was put in writing what the parties had agreed upon. Says Mr. Gray never reported to Complainant land was 10 Acres. He argued that the parties to the Agreement stated the price of the land on the basis of the land shown to the Complainant so there was no neglect on the part of Mr. Gray. Mr. Golding said that it would have been different if Mr. Mr. Gray had phoned the Complainant and told her he had found 10 acres of land and then himself signed the Agreement on her behalf without verification of the actual size of the land. He suggested that the letter subsequently written by Mr. Gray to the P.C. Bank was not relevant to the issues before the Panel

He submitted that Complainant was satisfied with the land and it was only months later when the Bank required an undertaking that the acreage became relevant. Submitted that when parties go to an Attorney having made a bargain Attorney is under no duty to make requisitions.

Mr. Bailey submitted on behalf of the Complainant that the evidence is that Mr. Gray told the Complainant in his telephone call to Canada that the property was 10 Acres. Submits Mr. Gray in cross-examination admitted that in the Morant Bay trial he said it was 10 acres of land being sold and the price was \$32,500.00 per acre. Submitted that Mr. Gray was negligent in omitting to state or address the issue of the acreage in the Agreement. Says Mr. Gray failed to stamp the Agreement though he had withheld money for that purpose.

Says it was never put to Complainant in cross-examination that Mr. Gray had invited her to get an Attorney to represent her so that assertion by Mr. Gray that he did so is an after thought.* Submitted that the preparation of the Agreement for Sale was not done in a professional manner. He said that the land was not described with sufficient particularity. Says Mr Gray also failed to satisfy himself of the capacity of the Vendor to sell the land.

He says further that the Agreement for Sale as prepared was deficient in not making it subject to survey.

Submitted that the standard of proof is on a balance of probabilities but even if it is beyond reasonable doubt the evidence against Mr. Gray reaches that standard.

Mr. Bailey further submitted that having regard to the relationship between the Complainant & Mr. Gray that Mr. Gray should have taken steps to make it abundantly clear to her he not representing her as it is likely she would have reposed great trust and confidence in him.



FINDINGS

We are mindful of the fact that the allegations of the Complainant against Mr. Gray if accepted can have an adverse effect on his standing as an Attorney-at-Law. We are of the view that to be accepted the Complainant's evidence must satisfy us beyond reasonable doubt. Having said that we found the Complainant's evidence to be reliable.

It was common ground that the Complainant and Mr. Gray and his family had established a close social relationship from sometime in or around 1995. She stayed at his home on her visits to Jamaica and at some point her child was left in the care of Mr. & Mrs. Gray.

The Complainant had made it known to Mr. Gray she was looking to buy 10 Acres of land suitable for coffee farming. Mr. Gray had gone with her to look at different parcels of land.

We find that Mr. Gray did telephone the Complainant in Canada in 1996 and tell her he had identified a 10 acre property for sale.

Following an inspection of the land by the Complainant and the Vendor and one Mr. Leonard Bailey they returned with Mr. Gray to his office. We accept that Mr. Gray did not take part in actually pointing out the land.

We find that on the return to Mr. Gray's office negotiations got underway as to the price of the land. Though it is denied by Mr. Gray we find that he was present during those negotiations and was aware that the acreage of the land was significant to the Complainant. Mr. Golding put it to the Complainant that the matter of acreage only became an issue when she approached the Bank for a loan and which resulted in Mr. Gray writing the letter dated 2nd January, 1996. (Exhibit 4 at Tab 4 of the Complainant's List of Documents). We accept the year '1996' was stated in error and it should have said '1997'. That suggestion by Mr. Golding is not consistent with Mr. Gray's evidence. Under cross-examination Mr. Gray said that it was on the same day the Agreement for Sale was signed and while the parties were still in his office that Mr. Paul Grant produced the tax receipt showing 10 acres. Under cross-examination he said that in the proceedings in the Morant Bay Court in which he gave evidence for Ms. Manuge he did tell the Court that Mr. Grant had said the land he was selling was 10 acres. He also said that he had told the Court in Morant Bay that he was aware the land was being sold for \$32,500 per acre. The letter written by Mr. Gray (Exhibit 4) though months after the signing of the Agreement for Sale was significant in that it demonstrated that both Mr. Gray and the Complainant believed the land was ten Acres.

What we find to be most telling was the response made by Mr. Gray to his Counsel in evidence in chief. The question was asked in relation to the Agreement for Sale he had prepared.

Q. "Why was the size of the land not stated"

A. "Mr. Grant told Ms. Manuge that he did not survey the land and he was not sure whether it was ten acres"



Though we find that Mr. Gray did know the area intended to be sold, even if he did not know it, he ought to have advised the Complainant against entering into an Agreement where the amount of purchase price was fixed and yet no land area was stated in the Agreement.

The Complainant on her own initiative had the land surveyed in June of 1997 and it was only then she would have become aware that the land contained only 1.58 hectares which we have found was approximately 4 Acres. This is less than half of what the Complainant thought she was buying. She brought the matter to Mr. Gray's attention but he was unable to offer any solution.

Both in her evidence in chief and cross-examination the Complainant was emphatic that she considered Mr. Gray was representing her as Attorney-at-Law in the purchase of the property. She was aware he was also acting in a similar capacity for the Vendor Mr. Paul Grant. The Complainant's social relationship with Mr. Gray taken together with the fact that he had told her of the availability of the land and that he received from her all payments on account of the purchase price were sufficient to lead her to believe he was representing her as Attorney-at-Law. He did nothing to dispel that belief. He should have had regard to the caution contained in Canon (iv) (k) & l) & (m) of the Canons of Ethics relating to representation on both sides in a matter. If he did not consider her to be his client Mr. Gray was under a duty to bring this clearly and unequivocally to her attention and insist she retain another Attorney-at-Law to represent her. If she refused then he should have put it in writing to her. It had not been suggested to the Complainant in cross examination that Mr. Gray had told her he was not representing her or that she should get her own Attorney-at-Law to represent her. We find that at no time did Mr. Gray tell the Complainant he was not representing her and that she reasonably believed he was representing her. Indeed Mr. Gray admits receiving J\$106,000.00 from the Complainant prior to this piece of land being identified but in anticipation of purchase of a suitable piece of land. The inference that he was at all times her Attorney is irresistible.



Under cross-examination Mr. Gray said that he did in the action in the Morant Bay Resident Magistrate's Court tell the Court that he represented **both** the Complainant & Mr. Paul Grant in the transactions to do with the land. He said he was speaking the truth when he gave evidence in Court. He also collected from the Complainant \$6,000.00 towards costs. We note also that in the Agreement for Sale the costs of Transfer **and** Agreement were to be shared equally between the parties. There is no suggestion there that Attorneys costs would not be part of what was to be shared. That being the case then the Complainant would have been obliged to pay half the Attorneys fees. If Mr. Gray was not representing her why was it not made clear that she was not to pay half of the Attorneys fees in relation to the Transfer. We find that Mr. Gray was in fact the Attorney-at-Law representing the Complainant and that even if he did not consider himself to be acting in that capacity he by his conduct caused the Complainant to reasonably believe he was so acting. It was suggested to the Complainant in cross-examination that she continued on in possession of the land after she learnt of the discrepancy in acreage. She denied she was still in possession until 2000 and said she last visited the land in 1998. Her time there is not of significance as she found herself in a dilemma in that she was committed to buy a property much smaller than she had wanted and would have gained nothing by relinquishing possession early. Had she done so she may have found herself without land or money.

Mr. Gray said that from the money paid by the Complainant on account of the purchase price he had held \$63,000.00 of the purchase money of which \$43,000.00 was to pay Transfer Tax and stamp Duty on the Agreement yet he failed to stamp it and ended up paying it to the Vendor Paul Grant. He offered no explanation for his failure to stamp the Agreement the result of which is that it would probably attract a 100% penalty.

We cannot accept Mr. Golding's submission that the level of professional responsibility owed by an Attorney is less when the sale is by metes and bounds than otherwise (e.g. by Registered Title with plan -). Where, say, the sale is by Registered Title with plan, the Title itself renders a detailed description, in the Sale Agreement unnecessary, though out of caution it is usual to state it. Where as in this case there was a sale with no document of title and no survey we are of the view that there was an even greater responsibility on the Attorney-at-Law having responsibility to prepare the Agreement for Sale to ascertain clearly from the parties what was being sold and to get a proper description to ensure as far as reasonably possible that the property both as to size and description is stated with sufficient particularity to avoid uncertainty and confusion and that the price is stated in a manner consistent with the instructions. We do not accept that the role of the Attorney-at-Law is merely to repeat in the Agreement only the basic information provided to him by the parties. When as in this case there is only one Attorney acting in a transaction he is expected to make sufficient inquiries to satisfy himself that each of the parties understand what is being sold and the price being paid and that both parties are ad idem. He is also under a duty to satisfy himself as to the Vendor's right and ability to provide good Title for the land. Having done that he is to take that information and reduce it into a form of Agreement prepared in accordance with accustomed professional standards. This is why parties have an Attorney prepare an Agreement rather than attempt to do so themselves.

The Complainant gave evidence that she had spent a total of Can.\$35,528.00 on the failed venture. She said that arising from the case in the Morant Bay Court Paul Grant was to repay her



We now turn to the specific allegation^s made by the Complainant against Mr. Gray.

1. There is no evidence to suggest that Mr. Gray charged fees that were not fair and reasonable so ground (a) of the complaint fails
2. There is no evidence to suggest that Mr. Gray failed to inform the Complainant with progress of her business with due expedition and certainly no evidence that she sought any specific information from him which he failed to disclose so ground (b) of the complaint fails
3. For the reasons set out in our findings it is clear that Mr. Gray failed to deal with the Complainant's business with all due expedition. He failed to have the Agreement for Sale stamped and apart from preparing the Agreement for Sale did nothing at all to move the transaction forward leaving it to the Complainant to find out for herself that her transaction was faced with serious problems. So in respect of ground (c) we find Mr. Gray guilty of professional misconduct as provided for in Canon 1V (r) of the Canon^s of Ethics.
4. Mr. Gray did no proper investigations into the Title for the land to ascertain the Vendor's right to sell. He failed to state the acreage in the Agreement for Sale though knowing the parties both were selling and buying what they thought to be 10 Acres. He failed to state the purchase price in reference to a price per acre knowing that the price was \$32,500.00 per acre and being aware the acreage was uncertain. He failed to stamp the Agreement for Sale. Having decided to represent both parties to the sale he failed to give the Complainant adequate protection and paid out purchase money to the Vendor before knowing the area of the land. He failed to advise her against agreeing to pay over 75% of



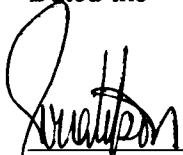
the purchase money yet knowing the acreage of the land was uncertain. He failed to make provision in the Agreement for what would be the position of the parties if the land turned out to be substantially less than 10 Acres. This was deplorable negligence on Mr. Gray's part and it caused the Complainant to end up with land that was useless for the project she had intended to carry out and of which he was aware. We therefore find that Mr. Gray is guilty of deplorable negligence as set out in Canon IV(s) of the Canons of Ethics under the Legal Profession Act and that constitutes professional misconduct. We note in passing that even up to the date when the evidence was completed we were not told that Mr. Gray had either obtained a title for the land surveyed, in the name of the Complainant or had even prepared an application for Title

5. Mr. Gray received \$256,000.00 from the Complainant. The Agreement provided for payment of \$250,000.00 to the Vendor and this was in fact paid to him by Mr. Gray. The remaining \$6,000.00 was held for fees. We therefore do not find that Mr. Gray has failed to account for money received from the Complainant.

The Complainant has suffered serious loss as a result of the deplorable negligence on the part of Mr. Gray. In deciding on the sanction to be imposed on Mr. Gray we have taken into account both the degree of his neglect and the considerable loss suffered by the Complainant.

It is ordered that Mr. Horace Gray pay a fine of FOUR HUNDRED THOUSAND DOLLARS (\$400,000.00) and costs of FIFTY THOUSAND DOLLARS (\$50,000.00) which is to be paid to the Complainant Ms. Marianne Manuge in partial satisfaction of her losses in accordance with Section 12 (5) of the Legal Profession Act.

Dated the 9th Day of October 2004


RICHARD DONALDSON


GEORGE MAGNUS


DAVID BATTS