

**FORMAL ORDER OF THE DISCIPLINARY COMMITTEE OF
THE GENERAL LEGAL COUNCIL MADE ON COMPLAINT
NO. 65** **2009**

**IN THE MATTER OF ALVA & RARANE LANGLEY-
VS HAROLD BRADY
AND**

**IN THE MATTER OF THE LEGAL PROFESSION
ACT 1971**

**PANEL: MISS NORMA LINTON, Q.C.
MR. STEPHEN SHELTON
MR. DAVID BATTS**

DECISION DELIVERED ON THE 24TH MAY, 2011

UPON THE APPLICATION dated 31st March, 2009 made under section 12(1)(a) of the Legal Profession Act coming on for hearing before the Disciplinary Committee on the 20th February 2010, and 29th July, 2010, 20th January, 2011 11th February, 2011, , 18th March, 2011, 19th April, 2011, 24th May, 2011

AND UPON THE complainants Alva & Rarane Langley appearing with their Counsel and having given evidence on oath

AND UPON THE Attorney Harold Brady appearing with his Counsel Mr. Gordon Robinson

AND UPON DUE CONSIDERATION of the evidence of Alva & Rarane Langley

THE COMMITTEE FINDS: the attorney is guilty of professional misconduct in breach of Canon 1 (b) of the Legal Profession Canons of Professional Ethics (Rules). The settlement with KES means however that the complainants are not or ought not to be out of pocket in consequence of the attorney's breach. Further the Committee finds that:

- (a) The Complainants entered into an agreement for sale and an agreement for construction of a townhouse
- (b) The combined consideration was US\$300,000.00 (Exhibit 1 pages 1 to 11)
- (c) KES ran into financial difficulties and was unable to complete the construction.
- (d) The respondent was the legal representative of Arc which was the assignee of the benefit of the balance due under Clause 11 (c) of the contract between KES and the complainant as stated in the Notice of Agreement.
- (e) The complainants' attorneys received from the respondent a Notice of the Assignment on or about the 28th August, 2006. Exhibit 1 pg. 12
- (f) The Notice of Assignment represented to the complainants and their attorney that the respondent's client was entitled to the balance due under Clause 11 (c) of the Construction Agreement
- (g) The complainants were the beneficiary of a loan from JNBS for \$14 Million which loan was intended to pay the balance due under the agreement as well as repay the bridging finance which had been borrowed from other institutions.
- (h) The respondent was advised by the claimant's attorney of the purpose of which the loan from JNB was to be put, (Exhibit 1 page 30 – a letter dated 23rd October 2007).

- (i) At a meeting on the 4th April, 2008 between the complainants and representatives of KES it was agreed that \$J6.7 Million would be the balance payable to KES to complete the transaction. The respondent was advised of this agreement, Exhibit 1 pg 38.
- (j) The respondent knew that the entire mortgage proceeds of J\$14 million did not represent the amount due to his client pursuant to the assignment.
- (k) In remaining silent and non-responsive to the letters of 8th April, 2008 exhibit 1 pg. 38, 8th November, 2007 Exhibit 1 pg 34, and 23rd October 2007 Exhibit 1 pg 30 the respondent led the complainants or their attorneys to believe that the amount over and above the balance due to KES would be returned to them.
- (l) The respondent acted on the instructions of his client KES when he paid the entire proceeds of the mortgage J\$14 million to them (see letter dated 23rd January, 2009 Exhibit 2 (e))

PURSUANT TO THE FOREGOING FINDINGS THE COMMITTEE UNANIMOUSLY HEREBY ORDERED THAT:-

Pursuant to s 12(4) (d) and (e) of the Legal Profession Act:

- (a) The attorney is reprimanded for his misconduct
- (b) It is ordered that within fourteen (14) days of the 24th May, 2011 the attorney pay the amount of \$250,000.00 towards the complainant's costs.

Dated 2nd June, 2011


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CHARIMAN OF PANEL