

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

**COMPLAINT NO. 5/2010**

<b>BETWEEN</b>	<b>RICARDO BOND</b>	<b>COMPLAINANT</b>
<b>AND</b>	<b>LEIGHTON MILLER</b>	<b>RESPONDENT</b>

**PANEL:** Mr. Allan Wood, QC  
Mr. Jerome Lee  
Mrs. Debra McDonald

Dates of Hearing: 15<sup>th</sup> February 2014 and 22<sup>nd</sup> March 2014  
Parties Appearing: Mr. Ricardo Bond, Gary Miller (Nephew)

1. This complaint is brought against Leighton Miller (the Attorney) by Ricardo Bond, his uncle. The matter has its genesis in a transaction dating back to 1999 when the Attorney, while a student, purchased a car for the Complainant with money provided by the Complainant. The car was registered in the Attorney's name and it was stolen in 2000.
2. A claim upon the insurer was rejected with the result that the Complainant instituted suit against the Attorney, the short title of which is CLB115 of 2002. Skyes J entered default judgment against the Attorney on the 18<sup>th</sup> June 2004 in the sum of \$685,681.00 with interest accruing thereon at 6 per cent per annum from the 14<sup>th</sup> June 2003.
3. The Attorney failed to settle the judgment with the result that a complaint was instituted on the 12<sup>th</sup> September 2009. During the course of the complaint, the Attorney made repeated promises to settle the judgment owing to the

Complainant and he has made payments totaling \$570,000.00 leaving a balance owing of \$466,953.41, being principal of \$115,681.41 and accumulated interest computed to the 22<sup>nd</sup> March 2014 of \$351,272.41 (see exhibit 3).

4. Prior to the commencement of the hearing of the complaint on 30<sup>th</sup> July 2011, when the complaint came up for mention, the Attorney gave a written undertaking to the Disciplinary Committee to settle the sum owing in the following terms:-

“I hereby give my professional undertaking to do the following:

- (a) To pay \$200,000 to the General Legal Council on 3<sup>rd</sup> August 2011 and
- (b) To pay to the Complainant the full balance owed with interest arising in suit CLB 155 of 2000 on or before 31<sup>st</sup> October 2011”

5. In compliance with the undertaking at paragraph (a) above the sum of \$200,000.00 was duly paid to the General Legal Council on 3<sup>rd</sup> August 2011 under cover of letter from Mr. Gayle Nelson who had appeared for the Attorney. However, the Attorney has failed to comply with paragraph (b) of his undertaking dated 30<sup>th</sup> July 2011 by paying the balance owed on the judgment in suit CLB155 of 2000.

6. Canon VI (c ) of the Legal Profession(Canon of Professional Ethics) Rules 1978, provides that :-

“An Attorney shall not commit a breach of an undertaking given by him to a Judge, a Court or other tribunal or an official thereof, whether such undertaking relates to an expression of intention as to future conduct or is a representation that a particular state of facts exists.”

7. The Panel finds beyond reasonable doubt that the complaint has been established and that the Attorney has failed to comply with a judgment of the

Supreme Court. The Attorney is an officer of the Court and his failure to comply with the judgment entered against him constitutes conduct which is unbecoming of his profession and behavior which has discredited the Profession of which he is a member in breach of Canon 1(b) of the Legal Profession (Canons of Professional Ethics) Rules.

8. Further, the Attorney has breached his undertaking in writing given to the Disciplinary Committee on the 30<sup>th</sup> July 2011, which also constitutes misconduct in a professional respect in breach of Canon VI (c) of the Legal Profession (Canon of Professional Ethics) Rules.
9. Since the giving of the undertaking, the Attorney has been offered several adjournments of the complaint in order to settle the judgment and to comply with his undertaking. The Panel is mindful that the Attorney has not afforded himself that opportunity nor has he attended the hearing to explain why the judgment and his undertaking have not been settled. The last notice of hearing sent to the Attorney by registered post was not claimed and despite notice of hearing being served as well on Mr. Roger Davis, the last counsel on record to have appeared for the Attorney, no one attended on the Attorney's behalf.
10. However, in coming to its decision the Panel also takes into account that the transaction which gave rise to judgment against him occurred prior to his enrollment while the Attorney was a student. The Attorney has also made some payments.
11. Having regard to the foregoing considerations it is hereby ordered that:-
  1. Pursuant to s 12 (4)(g) of the Legal Profession Act, by way of restitution the Attorney, Leighton Miller is to pay to the Complainant, Ricardo Bond the sum of \$466,953.41 together with interest on the sum of \$115,681.00

at the rate of 6% per annum computed from the 23<sup>rd</sup> March 2014 to the date of payment. All payments by the Attorney are to be tendered to the Secretary of the General Legal Council in cash or by certified cheque.

2. Pursuant to section 12(4) (b) of the Legal Profession Act, the Attorney Leighton Miller, is suspended from practice with effect from the 1<sup>st</sup> April 2014, such suspension to continue for the following period upon the following conditions:-
  - (i) The period of the Attorney's suspension shall be for 36 months expiring on the 1<sup>st</sup> May 2017 subject to the sub-paragraph (ii) hereof;
  - (ii) Notwithstanding sub-paragraph (i) above, the period of the Attorney's suspension from practice shall continue thereafter until the Attorney has complied with the Order for payment made at paragraph 1 of this Order.
3. The Attorney is to pay costs to the Complainant in the sum of \$20,000.00.

Dated 22<sup>nd</sup> March 2014

ALLAN S. WOOD, QC

JEROME LEE

MRS. DEBRA McDONALD