

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

COMPLAINT No. 124/2015

In the matter of Patricia Thompson-Webb and
Howard Lettman, an Attorney at Law

AND

In the matter of the Legal Profession Act
1971

Panel : Mrs. Tana'ania Small Davis- Chairman
Mrs. Judith Cooper Batchelor
Mr. Jeffrey Daley

Appearances: The Complainant in person by Skype and the Respondent/ Attorney not
appearing or being represented.
Ms. Beverley Lynch for the Complainant

Hearing: 22nd September, 2018

The Complainant by her Complaint dated the 24th March, 2015 laid the following charges
against the Respondent/ Attorney in the Form of Application:

- A) He failed to provide her with all information as to the progress of her business with
due expedition although she reasonably required him to do so;
- B) He has acted with deplorable negligence in the performance of his duties, in that he
has not completed his work in a reasonable time;
- C) He failed to refund money to her.
- D) He failed to provide diligent legal services in dealing with the purchase of a parcel of
land on her behalf.
- E) He has not provided any evidence [sic] to date relative to what he was contracted to
do.

- F) He has failed to provide her with an up to date statement of her accounts [sic], and
- G) He has failed to respond to any of her messages or phone calls.

The Complainant's Supplemental Affidavit in support of the Complaint dated 16th March,
2018 also complained that:

- i) The Attorney has acted with inexcusable negligence or neglect.
- ii) The Attorney has not maintained the honour of the Legal Profession and has not abstained from behaviour which may tend to discredit the profession of which he is a member.

The Attorney has not responded to the Complaint. On the 22nd day of September, 2018 service of the Notice of Hearing on the Respondent/ Attorney had been proven. The Panel decided to proceed with the hearing in the absence of the Respondent/ Attorney pursuant to **Rule 8 of the Fourth Schedule to the Legal Profession Act**. The Panel took the Complainant's evidence and the Form of Complaint, the Form of Affidavit sworn 25th June 2015, and the Supplemental Affidavit sworn on 16th March 2018 with its exhibits were admitted into evidence as Exhibits 1, 2 and 3 respectively.

THE EVIDENCE

1. The Respondent/ Attorney acted for the Complainant in or around early 2007 in the purchase of a property in Melrose Gardens in the Parish of Manchester for cash for a purchase price of Three Million Five Hundred Thousand Dollars (\$3,500,000.00).
2. The Complainant's evidence is that by an Agreement for Sale dated 10th August, 2007 entered into with the vendor she agreed to purchase land part of Melrose Gardens in the Parish of Manchester described in the Agreement for Sale by meets and bounds. The Agreement for Sale dated 10th August, 2007 is exhibited as "A" to the Complainant's Supplemental Affidavit. The Agreement for Sale provided that the full purchase price was payable upon the signing of the Agreement for Sale. It provided that completion of the sale would have been effected within Three Hundred and Sixty-five (365) days and that the Purchaser/ Complainant would receive a Duplicate Certificate of Title registered in her name on completion. The Complainant further stated that the Respondent/Attorney acted for both herself and the Vendor throughout the transaction and that she paid him Eighty-seven Thousand Five Hundred Dollars (\$87,500.00) for his legal services.

The Purchaser's Statement of Account dated August 8th, 2007 showing the amount of \$3,710,495.00 as the amount to close, including attorney's fees and the half costs is exhibited as "B" to her Supplemental Affidavit. Evidence of payment was provided by a copy of Jamaica National Building Society Manager's Cheque numbered 512522 dated 9th August, 2007, made payable to the Respondent/ Attorney's Firm in the sum of Three Million Six Hundred and Eighty-three Thousand and Seven Hundred and Fifty Dollars (\$3,683,750.00) A handwritten receipt which the Complainant says the Respondent/ Attorney signed and gave to her as proof of receipt for the payment and a receipt from the Attorney numbered 3040 dated 14th August, 2007 for Twenty-six Thousand Seven Hundred and Forty-five Dollars (\$26,745.00) is exhibited to the Supplemental Affidavit as exhibit "C" and "D" respectively. These together total \$3,710,495.00 as stated in the Purchaser's Statement of Account

3. The Complainant said that she was told by the Respondent/ Attorney that the the Duplicate Certificate of Title with her name registered thereon as the owner would be ready in one (1) year. At the expiration of a year from the date of the Agreement the Complainant stated that from that point she made several visits and phone calls to the Attorney's Office to check for the Title for the property but was told by the Respondent/ Attorney that it was still in process. This continued for several years she said until the Respondent/ Attorney began to avoid her calls and visits. She also testified that she made checks directly with the Stamp Office in May Pen between April 2012 and 2014 when she laid this Complaint and discovered that no documents for the transaction had been deposited at the Stamp Office.
4. The Complainant said that up to the date of the hearing she still has not received her Title from the Respondent/ Attorney in spite of having paid him all moneys due under the Agreement for Sale.
5. The Notes of Evidence taken on 22 September 2018 were type written and forwarded to the Respondent/ Attorney. Cross-examination by the Respondent/ Attorney was reserved for the 3rd November, 2018. The Complaint appeared by Skype video link but the Respondent/ Attorney did not appear although service of the Notice of Hearing was proved. The Respondent/Attorney did not file a response to the Complaint as is required.
6. The Complainant's unchallenged evidence which included documentary evidence in support of her complaint is credible and accordingly the Panel accepts the evidence of the Complainant in its entirety. The evidence of the Complainant is accepted having been proven beyond a reasonable doubt.

FINDINGS

The Panel's findings are as follows:-

- i) The Complainant retained the Attorney to act on her behalf with respect to the purchase of property, part of Melrose Gardens in the parish of Manchester and to acquire registered title in her name.
- ii) That having received from the Complainant all moneys due including the sum of Eight-seven Thousand Five Hundred Dollars (\$87,500.00) for the Complainant's legal fees plus moneys for half Stamp Duty and half Registration fee, the Respondent Attorney has failed to provide the Complainant with a registered title for the property for over eleven (11) years in spite of her many and varied requests.
- iii) The Attorney failed to inform the Complainant about the progress of the matter.

iv) Attorney has not accounted to his client for all monies in the hands of the Attorney for the account or credit of the client, whenever reasonably required to do so.

DECISION

This failure by the Attorney amounts to misconduct of a professional nature and the Panel finds that the Respondent Attorney is guilty of professional misconduct. Following the guidance of the Court of Appeal in Owen Clunie v. GLC, CA 3/2013 delivered on the 22nd of September, 2014, this Panel directs that a date be set to give the Attorney an opportunity to be heard in mitigation before a sanction is imposed.

Dated 9th day of March, 2019

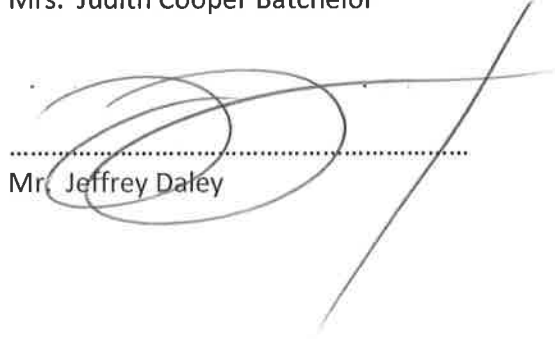


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Mrs. Tana'ania Small Davis



Mrs. Judith Cooper Batchelor



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Mr. Jeffrey Daley