

DECISION OF THE DISCIPLINARY COMMITTEE OF THE GENERAL LEGAL COUNCIL

Complaint No. 135/2013

IN THE MATTER of a
complaint by STEPHEN
ANDERSON against
ARLEAN D. MORETA
BECKFORD, An Attorney-
at-Law

AND

IN THE MATTER of the
Legal Profession Act.

Panel:

Mr. Walter Scott, Q.C.
Mr. Michael D. Thomas
Mr. Dane Marsh

Hearing Dates:

20th June, 2015, 14th November, 2015, 18th June, 2016, and 25th November,
2017

The Complaint

The complaint against the Attorney-at-Law, Arlean D. Moreta Beckford, (hereinafter called "the Respondent/Attorney") as contained in the Form of Affidavit sworn to on the 8th day of August, 2014 by Stephen Anderson (hereinafter called "the Complainant") is that:

1. Arlean Beckford has charged me fees that are not fair and reasonable.
2. Arlean Beckford has withdrawn from my employment without taking reasonable steps to avoid foreseeable prejudice or injury to my position and rights as her client.
3. Arlean Beckford having withdrawn from my employment has not promptly paid to me monies that she collected on my behalf [to wit the sum paid to settle my accident claim].
4. Arlean Beckford has not provided me with all information as to the progress of my case with due expedition although I have reasonably required her to do so.

5. Arlean Beckford has not dealt with my case with due expedition.
6. Arlean Beckford has acted with inexcusable or deplorable negligence in the performance of her duties.
7. Arlean Beckford has not accounted to me for monies in her hands for my account or credit, although I have reasonably required her to do so.
8. Arlean Beckford is in breach of Canon 1(b) which states that An Attorney shall at all times maintain the honour and dignity of the profession and shall abstain from behaviour which may tend to discredit the profession of which she is a member.

On the 20th June, 2015 the Panel admitted the Affidavit of Mr. Wayon Henry sworn to on the 17th June, 2015 with postage to the Attorney evidenced by Certificate of Posting registration no. 1926 as Exhibit 1. Present were the Complainant and his Attorney Ms. Kay Reuben. The Respondent/Attorney was absent.

The Complainant was sworn and gave evidence. The matter was part-heard and adjourned to the 14th November, 2015.

On the 14th November, 2015 the Complainant and his Attorney were present as also the Respondent/Attorney. The Complainant was cross-examined by the Respondent/Attorney and the matter was adjourned to the 18th June, 2016 for continuation.

On the 18th June, 2016 the Complainant was present but his Attorney was absent and wrote requesting a further date. The Respondent/Attorney was absent and the matter was adjourned to the 25th November, 2017 to be continued by Skype.

On the 25th November, 2017 the Complainant and his son, Hughton were present via skype. Ms. Stacey-Ann Williams, Attorney-at-Law for the Complainant assisted by Ms. Kay Reuben, Attorney-at-Law were present. The Respondent/Attorney was absent.

After satisfying ourselves that the Respondent/Attorney had been properly served by way of registered mail posted on the 26th October, 2017 evidenced by Certificate of Posting registration no. 3656, the Panel exercised its discretion to proceed with the continuation of the Hearing in the absence of the Attorney. In doing so the Panel acted pursuant to Rule 8 (amended) of the Fourth Schedule of the Legal Profession (Disciplinary Proceedings) Rules.

The Complainant's case was closed and the matter was adjourned for a date to be fixed for delivery of the Panel's findings.

EVIDENCE

The evidence was given by the Complainant.

According to the Complainant he filed a written complaint against Arlean Beckford who was his lawyer.

He was shown an Affidavit and he identified the signature on it as his own. The affidavit was tendered into evidence and marked Exhibit 2.

In his Affidavit the Complainant said that he engaged the services of Arlean Beckford in August 2004 to act on his behalf in an accident case in which he sustained injuries. The judge found in his favour and he was awarded damages.

The Judgement of the court was shown to him by his Attorney which he identified and it was tendered into evidence and marked Exhibit 4.

The Complainant said that later his lawyer Arlene Beckford told him about a Third Party Release which she had received for him to sign. He said he signed one for \$1,250,000.00 but not the one shown to him by his Attorney.

In answer to the Panel he said that he signed the release on the 20th January, 2013 and he did not know how the release presented to him at the hearing came to be signed by other person.

He further told the Panel that Ms. Beckford at a later date told him that the money came in but he did not get any part of it.

In answer to his Attorney he said that he had paid Ms. Beckford the sum of \$500,000.00 for land and only a portion was paid over to the seller. The seller later let him know that \$250,000.00 was paid. He cannot get the Title. He said Ms. Beckford has the rest of the money.

He said that he signed a Sale Agreement which was shown to him and in which he identified his signature. The Agreement was tendered into evidence and marked Exhibit 7.

In answer to the Panel he said that Ms. Beckford had \$250,000.00 for him and he never received the title. He added that the last time he spoke to her was about 2 years ago and he asked her for his money. She replied that she was tired and she will get back to him.

He said from that he did not see her and he went there (office) and did not see her and he called the number and did not get anyone.

The matter was then adjourned to the 14th November, 2015.

On that day the Complainant, Mr. Ronald Parris, Attorney-at-Law, held for Ms. Kay Reuben and the Respondent/Attorney was present.

The Complainant was sworn and cross-examined by Ms. Beckford. He said in answer to her question that he did not visit her office in 2004 and do business there. He did business with her at his cousin's house in Mo-Bay in 2000.

He said that he purchased the land before 2004 but could not hear from the man so he put the case to her.

He denied that she assisted him in signing any paper, he signed with Mr. Clarke and in 2004 he did not give her any money in relation to the land.

He said that in 2001 he entered in the agreement with Mr. Clarke and paid him and made arrangements with him to pay him the balance.

He said he had called her every day but she never called or wrote to him. Only time she wrote him was when he was in Jamaica and picked up a letter at the post office and it say 99.

He said he never got any letter dated January 19, 2006.

Complainant further said he paid stamp duty to Clarke's Attorney in St. Ann's Bay, and he bought 2 lots from Mr. Clarke.

Complainant said that he did not write to Ms. Beckford about the land transaction, he saw her face to face.

Said he paid her \$500,000.00 through Mr. Higgins who sent it to her account.

Complainant said that he never pay over the money for stamp duty and transfer tax, everything was paid to Mr. Clarke's Attorney.

The matter was adjourned to the 18th June, 2016.

On that day no evidence was taken for reasons stated earlier and was adjourned to 25th November, 2017.

On that day the Respondent/Attorney was absent. The Complainant's case was closed and the Panel directed that a date be fixed for delivery of the Panel's findings.

FINDINGS OF FACT

Having seen the Complainant; heard his evidence and perused the exhibits we accept the evidence of the Complainant and find him to be a witness of truth. We find that the following has been established beyond reasonable doubt.

- (a) The Respondent/Attorney represented the Complainant under an undated Agreement for Sale to purchase 2 lots of land from Adolph Clarke and his wife Myrtle, for a purchase price of \$1,500,000.00.
- (b) The Complainant had already signed the Agreement for Sale and paid moneys to Mr. Clarke before he engaged the services of the Respondent/Attorney.
- (c) The Complainant gave Mr. Higgins the sum of \$500,000.00 to pay to the Attorney which sum Mr. Higgins sent to the Respondent/Attorney's account.
- (d) Of the sum of \$500,000.00 paid to the Attorney she paid \$250,000.00 to Mr. Clarke.
- (e) The Respondent/Attorney has not accounted to the Complainant for the balance of \$250,000.00. The last time he saw her was about two years before 2015 and when he asked her for the money she told him that she will get back to him.
- (f) The Complainant has not received the Title(s) to the lot(s).
- (g) The Complainant engaged the services of the Respondent/Attorney in August 2004 to act on his behalf in respect of an accident which had resulted in him sustaining injuries.
- (h) The Attorney filed a claim on behalf of the Claimant and on the 8th May, 2012 damages were assessed in favour of the Complainant of which \$1,250,000.00 was awarded for General Damages.
- (i) The Complainant received a Third Party Release from the Attorney in the sum of \$1,250,000.00 which he signed and sent back to her.
- (j) The Attorney told the Complainant that the money had come in.
- (k) The Complainant made attempts to collect the money from the Attorney after she called him up but did not receive the money. When he went to her office on the Monday as advised by the Attorney, everything was moved out.
- (l) The Attorney misappropriated the Complainant's money which ought to have been paid over to him.

- (m) On the 8th August, 2014 the Complainant filed a complaint against the Attorney and an Affidavit in support with the General Legal Council.

CANONS

We find that the Attorney has breached Canon IV(s); VII (b) (ii) and 1(b) of the Legal Profession (Cannons of Professional Ethics) Rules and by so doing is guilty of professional misconduct as per Canon VIII (d) and for ease of reference set out below the aforesaid Cannons:

Canon IV (s) provides that:

“In the performance of his duties an Attorney shall not act with inexcusable or deplorable negligence or neglect”.

Canon VII (b) (ii) provides that:

“An Attorney shall –

- (ii) account 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.

Canon 1 (b) provides that:

“An Attorney shall at all times maintain the honour and dignity of the profession and shall abstain from behaviour which may tend to discredit the profession of which he is a member”.

CONCLUSION

- a) The Respondent/Attorney was engaged by the Complainant in 2004 to represent him in the purchase of 2 lots of land for which he had previously executed Agreements to purchase. Under the Agreements the complainant on completion was to receive titles.

There is no evidence that after eleven (11) years (2004 to 2015) the business (or any aspect of the business) for which the Respondent/Attorney was engaged has been carried out.

Further, the Respondent/Attorney having avoided and made her whereabouts unknown to the Complainant, the Panel has no hesitation in finding that the Attorney acted with inexcusable and deplorable negligence in the performance of her duties.

- b) The Attorney has failed to account to the Complainant for the sums of \$250,000.00 (balance of money paid on account of the purchase price of the lots) and \$1,250,000.00 or part thereof due to the Complainant being the award made by the Court for General Damages in the claim brought by the complainant.
- c) In the circumstances it is reasonable to infer that the Attorney misappropriated these moneys. We find the conduct of the Attorney reprehensible.
- d) The Complainant placed his trust and confidence in the Attorney (who came highly recommended) in engaging her to protect his interest in the purchase of the two (2) parcels of land and similarly in pursuing a claim for damages arising out of a motor vehicle accident collecting the moneys paid out by the Insurance Company.

This trust and confidence has been betrayed by the Attorney who collected moneys yet failed to account to her client for it.

- e) It is the Panels' view that all of the breaches committed by the Attorney and referred to above can only have the effect of discrediting and bringing the legal profession into disrepute.

SANCTIONS

The Panel having found the Respondent/Attorney guilty of professional misconduct, will give the Attorney the opportunity to address the Panel on the issue of the Sanction that the Panel should impose on her. This is done in recognition of the directive of the Court of Appeal in the matter of Owen Clunie v General Legal Council Miscellaneous Appeal No. 3 of 2013.

DATED THE 13TH DAY OF JANUARY 2021



WALTER SCOTT, Q.C.



MICHAEL D. THOMAS
MICHAEL



DANE MARSH

