

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

COMPLAINT NO. 122/2019

In the Matter of MICHAEL ADAMS and
ANTHONY ARMSTRONG, an Attorney-at-
Law.

AND

In the Matter of the Legal Profession Act,
1971

Panel: Daniella Gentles-Silvera - Chairman
Delrose Campbell
Anna Gracie

Appearances: The Complainant, Michael Adams represented by Hadrian Christie (on
Skype & Zoom).
The Respondent, Anthony Armstrong, represented by Hugh Wildman and
Indira Patmore (on Skype & Zoom).

Hearing: 14th December 2019; 15th, 21st, 25th and 28th May 2020; 11th June 2020; 2nd
July 2020; 3rd August 2020; 3rd December 2020; 23rd February 2021; 3rd
June 2021; 15th July 2021; 21st July 2021; 4th and 22nd October 2021; and
28th January 2022.

COMPLAINT

1. The complaint against the Attorney-at-Law, Anthony Armstrong, (hereinafter called “the Attorney”) as contained in Form of Application Against an Attorney dated 27th June 2019 and Form of Affidavit by Applicant sworn to on the 27th June 2019 by Michael Adams, (hereinafter called “the Complainant”) is that:
 - (a) The Attorney has breached Canon III(f) of The Legal Profession (Canon of Professional Ethics) Rules (hereinafter called “The Canons”) which states that “an Attorney-at-Law shall not act contrary to the laws of the land or aid, counsel or assist any man to break those laws”;
 - (b) The Attorney has breached Canon I(b) of the Canons 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 he is a member”;
 - (c) The Attorney has breached Canon III(k) of the Canons which states that “where an Attorney commits any criminal offence which in the opinion of the Disciplinary Committee is of a nature likely to bring the profession into disrepute, such commission of the offence shall constitute misconduct in a professional respect if-...(ii) although he has not been prosecuted the Committee is satisfied of the facts constituting such criminal offence.”
2. On the 11th June 2020 the Committee dismissed a no case submission save for part of the complaint that the Attorney had breached Canon III (f) that being that the Attorney shall not... “aid, counsel or assist any way to break the laws” which we found had not been made out.

EVIDENCE OF COMPLAINANT & WITNESSES

3. The evidence of the Complainant is that the Attorney represented him in the purchase of three properties between 1999 to 2002 specifically;

- (a) strata lot number Twelve Fairview Court situated at Eighty-Two Red Hills Road comprised in Certificate of Title registered at Volume 1188 Folio 347 of the Register Book of Titles (“Fairview Court”);
 - (b) strata lot number Twenty-One situated at Eight Brompton Road comprised in Certificate of Title registered at Volume 1266 Folio 572 of the Register Book of Titles (“Brompton Court”). This property was also registered in the Complainant’s cousin’s name, Shelley-Ann Elesia Peart-Campbell (“Shelley-Ann”).
 - (c) strata lot numbered Ten being part of Snow Hill, Bullrock and The Hill now known as Columbus Heights comprised in Certificate of Title registered at Volume 1277 Folio 527 of the Register Book of Titles (“Columbus Heights”).
4. At the time when these three properties were being purchased, the Complainant’s primary place of residence was in the USA but he would come to Jamaica on occasion to bring cash, being part of the purchase price for each property, to give the Attorney, and also to sign documents which were related to the purchase of the said properties. On occasion he handed the cash directly to the Attorney but for the most part the monies were given to his cousin, Shelley-Ann, or her husband, Hugh Campbell, to give to the Attorney. According to the Complainant he signed some of the documents in front of the Attorney and the others he signed and then gave it to Hugh Campbell to give it to the Attorney. He paid the Attorney for his legal services in representing him in purchasing the three properties. The fee was discounted. On the completion of the purchases, the Claimant said that the Attorney kept the titles for the three properties.
5. Between November 2003 and the 30th October 2015, the Complainant was in prison in the USA serving time for conspiracy to import cocaine and marijuana. He was arrested on the 25th November 2003 and remained in federal custody until his release on the 30th October 2015.
6. Whilst in prison, the three properties were sold without the Complainant’s knowledge or consent. He signed no agreements for sale or any Transfer documents pertaining to the sale of these three properties. He denied that the signatures on each of the Transfers in relation

to both the purchase and the sale of the properties were his, save for maybe the one on the March 2002 Transfer to purchase the Columbus Heights apartment. The Complainant's "signatures" on the Transfers relating to the three properties were all witnessed by the Attorney. The Complainant categorically denied that he instructed the Attorney to sell any of his properties whether on the telephone or in any letter which was signed as "Bowser" or at all.

7. Sometime in 2004 the Complainant instructed Hugh Campbell to check on Brompton Road and what Hugh Campbell reported to him led him to realize that that property was sold and this started an investigation.
8. The Columbus Heights apartment was sold and the Transfer registered on the 23rd February 2004 to Stafford Mullings for \$2.1 million. The Brompton Court apartment was sold for \$5.3 million dollars and transferred on the 22nd July 2004 to Mark Luke Ennis, and the apartment at Fairview Court was sold for \$3.5 million dollars and transferred on the 15th October 2004 to Curtis Blake. The Complainant testified that neither the Complainant nor his father nor Shelley-Ann, received any money from the sale of these three properties.
9. Valuation Reports dated 2020 were tendered into evidence, which stated the valuations of the three properties as \$10 Million, \$24 Million and \$15 Million for Columbus Heights, Brompton Road and Fairview Court respectively.
10. After the Complainant came out of prison, he confronted the Attorney about the sale of the properties without his consent. The Attorney said, "his back was against the wall" and promised to repay the Complainant the monies received from the sale of the properties. He asked him not to report the matter to the authorities. To date, the Attorney has paid the Complainant US\$15,450.00. This money was not paid consequent upon any blackmail or extortion on the part of the Complainant but as repayment by the Attorney of the proceeds of sale of the three properties which he did not hand over to the Complainant. The Complainant denied that he made threats to the Attorney and his mother but stated that he threatened to report the Attorney to the General Legal Council.

11. The Complainant reported the matter to the Fraud Squad in Jamaica. The Fraud Squad ultimately charged his cousin, Shelley-Ann, with conspiracy to defraud and forgery, However, no documents or further evidence were provided in connection with the charge or the status of these proceedings.
12. Evidence was also given by Hugh Campbell. He stated that he knew the Attorney for years from they were children, perhaps around 49/50 years ago. He sometimes gave cash received from Complainant to the Attorney for the purchase of the properties, but he could give no details as to which of the properties the money he received related to. He later found out that the properties had been sold. He said the Attorney admitted to him that he sold the properties while the Complainant was in prison. The Attorney admitted that he had made a mistake and said that he would pay back the Complainant the monies. Mr. Campbell said he did not check much on any of the properties purchased after the Complainant went to prison, as the Attorney told him to stay away from the properties as he and his wife were being investigated by the Jamaican police and that the FBI were in Jamaica due to the Complainant's case and the criminal charges against him. According to Mr. Campbell the Attorney handed him a bench warrant which had his name and his wife's name printed on it. The bench warrant (Exhibit 5) specified that Mr. Campbell and his wife Shelley-Ann were being charged for conspiracy. The Attorney told Mr. Campbell to keep a low profile. Mr. Campbell said he did not visit the Brompton Road property until after the Complainant's father asked him to check on it and there he met someone at that house. That is what triggered himself and his wife, Shelley-Ann, to go to the Titles Office to get copies of the titles for the properties which is when they discovered that the three properties had been transferred.
13. He denied receiving any money from the properties, denied instructing the Attorney in the sale of the properties and denied having any three way conversation with the Complainant's father.
14. It was put to Mr. Campbell in cross examination that he along with Shelley-Ann and the Complainant's father sold the properties and took the money as the Complainant was

serving a long time in prison. Further, that the properties were bought with illicit drug money so they were being sold as part of a deception to evade the American authorities. Mr. Campbell denied all of these suggestions. Mr. Campbell did however admit in cross examination that Shelley-Ann did not make any report to the police that the property for which she was a part owner was sold without her permission.

EVIDENCE OF ATTORNEY & WITNESSES

15. The Attorneys evidence is that he has known Hugh Campbell since he was a teenager and that he knew Shelley-Anne for over 20 years. He gave the toast to Hugh Campbell at his wedding to Shelley-Ann which took place sometime between 1997 and 2000. He met the Complainant and his father Egbert Adams at that wedding. He said Hugh Campbell introduced the Complainant as a businessman from New York and that he was introduced to the Complainant as a good friend.
16. The Attorney's evidence was that he acted on the instructions of the Complainant, Shelley-Ann Campbell and the Complainant's father, Egbert Adams, in the sale of the three properties. He only represented the Complainant in the purchase of the Columbus Heights property. He never represented him in the purchase of the other two properties. He placed a mark for the Complainant to sign the Agreement for Sale to purchase the Columbus Heights property and sent it to Shelley-Ann for the Complainant to sign. He collected it later from Shelley-Ann who also gave him a cheque for the deposit. The cheque was taken to the vendor's Attorney directly by Shelly-Ann, who also paid the balance in full. The title was then collected by Shelley-Ann from the Vendor's Attorney which she confirmed in a telephone conversation with the Attorney. He never charged for the work he did.
17. The Attorney said that because the Transfers for the other two properties (Brompton Road & Fairview Court) were lodged by prominent law firms in Jamaica, that meant these firms represented the Complainant in these purchases and not him.

18. Some time after he represented the Complainant in the purchase of the Columbus Heights property, Hugh Campbell called him to his house and whilst there Shelley-Ann placed a call, began speaking, handed the phone to Hugh Campbell who then spoke briefly and then put the Attorney on the phone. On the phone he spoke to the Complainant who said his father, Shelley-Ann and Hugh Campbell were handling matters for him and that he wanted to sell his properties and that Shelley-Ann would be acting as his agent. The Complainant's father then came on the line and said the Complainant wants to sell his properties and he had asked Shelley-Ann to take care of business. It was agreed that the father of the Complainant or the Complainant would send the Attorney a letter confirming the discussions. He got a letter a week later. The letter was signed by "Bowser" whom the Attorney said was the Complainant.

19. The Attorney told Shelley-Ann he needed the titles for the properties and she said she had the titles and had already contracted a real estate broker, Andrew James. Whenever a purchaser was found the Attorney prepared the Agreement for Sale and would get the purchaser to sign and "after it was signed, he gave it to Shelley-Ann Campbell for her cousin, Michael Adams, to sign." She told him that her uncle told her that when the documents were ready for signing that she was to give it to an air hostess who will take it to her cousin in New York. The Attorney had no reason to doubt the signature of the vendor/Complainant on the documents as he had previously acted for him when he brought the Columbus Heights apartment. He was somewhat familiar with his signature." He subsequently gave the balance of the proceeds of sale by way of a manager's cheque to the Complainant's father. He then (as requested by the Complainant's father) exchanged the cheque for cash and gave the cash to the Complainant's father at Hugh Campbell's house, this was sometime in 2002-2003. The other two apartments were sold between 2002-2005. He prepared the Agreements for Sale and transfer for the other two apartments and gave them to Shelley-Ann for her signature and the Complainant's signature. He gave the proceeds of sale for these two apartments to Shelley-Ann Campbell and another relative by way of cheque. The Complainant never signed any of the transfers for the sale of the properties in the presence of the Attorney.

20. The Attorney's evidence was that in July or August 2016 he got a call from the Complainant who told him that he, the Attorney, had sold the Complainant's properties without his permission and that he had forged his signature and that of his cousin. He was shocked. The Complainant kept calling him and making threats such as, that he knew where he lived and was going to call his mother and that he was going to report him to the General Legal Council, the Fraud Squad, the newspapers, and his employers. He told him he would destroy him if he did not get his money. In fear of his life and that of his mother's, as well as being embarrassed for people to find out and associate his name with the Complainant (a convicted drug trafficker) the Attorney began sending money to the Complainant between September 2016 to July 2017. After taking advice, the Attorney stopped making payments to the Complainant. He did not send the money because he owed it but because he was being blackmailed and also out of fear of embarrassment and because of threats to his reputation.
21. He did not record any of the telephone calls when the Complainant called him and made threats.
22. The Attorney brought Ms. Anique Williams to give evidence on his behalf. She was a very credible witness. Her evidence was that she was an Assistant Secretary in the Office of the Director of Public Prosecutions in Antigua where the Attorney was the Director of Public Prosecutions. She worked directly with the Attorney as his secretary for over 16 years. In July/August 2016 she received a telephone call for the Attorney. The caller identified himself as a family member of the Attorney and asked to speak to him. He called several times thereafter to speak to the Attorney. On one occasion he gave his name as Adams. On another occasion when she answered the phone the Complainant told her to tell the Attorney that "that he is going to kill him." She relayed the message to the Attorney and asked him who the Complainant was. The Attorney told her that the person on the call was trying to get money from him; that he was a convicted drug trafficker and he wanted money from the Attorney and that the Complainant had started to make threats as the Attorney had stopped sending him money. She said the Complainant told her on the telephone on another occasion when he called that, he is coming to Antigua for the Attorney and "...when I am

done they are going to take me (Adams) out in handcuffs.” He also said to her on the phone in relation to the Attorney “mi a guh show up yuh boss”. She reported the matter to a police officer in New York where the Complainant was and they advised her how to deal with the matter which she relayed to the Attorney.

23. Mr. Christie sought to get her to admit that she had been in an intimate relationship with the Attorney which she adamantly denied. Mr. Christie also put it to her that what was said was that it was Mr. Armstrong who would be the one that would be taken out in handcuffs and this suggestion was also adamantly denied.

EXPERT EVIDENCE

24. The one and only expert called in these proceedings was by the Attorney and it was a handwriting expert, Beverley East, who opined that the signatures and handwriting on the documents being the transfers dated 7 November 1999, 23 April 2001, 27 March 2002, 7 June 2004 and 15 August 2004 were made by one and the same person. The Complainant contends that his signature was forged on all documents to effect the transfer of the three properties. Ms. East opined that it was not. Notwithstanding the expert evidence given by Ms. East another expert was curiously never called to challenge her.
25. Beverley East gave evidence that she has been a Forensic Document Examiner for over 30 years. Mr. Christie consented to her being admitted as an expert witness. He later sought to discredit her expertise by putting to her that she never received a certificate from the Board of Document Examiners and that she was trained by a Graphologist, (i.e., a person who looks at the identification of handwriting for personality profile) and not a Document Examiner. She disagreed with this suggestion. She explained that she is re-certified every five years the last being in 2018. The Panel accepted Ms. East as an expert witness.
26. Ms. East examined a series of documents (transfers) in January 2018 (prior to these proceedings being instituted) for the purpose of:

- (a) determining whether the signatures which is alleged to have been Michael Adams on the Transfers dated 7th June 2004 (Brompton Court – Exhibit 7) and on 15th August 2004 (Volume 973, Folio 41 now comprised in Certificate of Title registered at Volume 1188 Folio 342 (Fairview Court – Exhibit 8) were signed by the same person.
 - (b) determining if the signature of Michael Adams on the Transfer dated 23rd April 2001 (Brompton Court) and 7th November 1999 (Fairview Court) were signed by the same person.

- 27. She prepared an analysis and recommendation which formed part of an Affidavit sworn to on 10th February 2020 (Exhibit 10).

- 28. According to Ms. East:

“Based on the documents provided, I am of the opinion that the signature on the questioned documents are authentic signatures of Michael Adams. The signatures on all documents listed above bear numerous and significant similarities when compared with known signatures on documents:

 - (i) Transfer dated 23rd April 2001 (Volume 1266 Folio 572); and*
 - (ii) Transfer dated 7th November 1999 (Volume 1188 Folio 347). The noticeable similarities are too numerous to be contributed to chance”.*

- 29. A series of graphics were produced by Ms. East. Ms. East went through each of her graphics, comparing known signatures of the Complainant with questioned signatures.

- 30. Graphic 1 – She demonstrated that the initial stroke i.e. how the “m” starts with a stroke on the left side of the formation of the letter in “m” are the same in both the known and the questioned signatures.

- 31. Graphic 2 – The letter “A” for the surname Adams is larger than the rest of the letters in the signature on both the known and questioned signatures.

32. Graphic 3 – Both known and questioned signatures show similar movement and form of the letter “A”. First movement on the left hand side of the formation of the letter “A” and ends in an upside down V shape. Also both have similar pen lifts at the exact same place to create the letter “d”.
33. Graphic 4 – Pen lift on the formation of the letter “A” and remaining letters “d”, “a”, “m” and “s”.
34. Graphic 5 – In both known and questioned signatures the connection between the “d” and the “a” are the same. It comes down from the stem at the top of the “d” stem. The “d” and the “a” connects in the same way in both known signature and questioned signatures.
35. Graphic 6 – The last “m” connects to the “s” in both questioned and known signatures (similar to terminal connections).
36. Ms. East prepared a further letter of opinion on 25th June 2020 (Exhibit 11) as she examined an additional Transfer dated 27 March 2002, being the only transfer put to the Complainant which he admitted was his signature and compared it with the Transfers which she looked at in her first report dated 18 January 2018 (Exhibit 10 – attached to her Affidavit sworn to 10th February 2020.) Graphics 1 – 10 were attached to this second report. Graphic 9 and 10 were not attached to Exhibit 11 but were eventually produced on 21 July 2021 and admitted as Exhibit 11A.
37. It must be noted that whereas in the Transfers examined before the signature is “*M. Adams*”; in the 2002 Transfer the entire name Michael Adams is written out. Ms. East found in her 2020 second report that “both signatures are from the same person Michael Adams”.
38. Ms. East gave evidence in relation to the following graphics attached to her second report.

Graphic 1 - similar initial stroke on the formation of the letter “M”.

- Graphic 2 - similar size in the first letter “A” in the surname Adams is higher and greater in proportion to the rest of the letters in the signature.
- Graphic 3 - similar garland connecting stroke between the letters “d” and “a”
- Graphic 4 - the letter “d” in Adams has a severe right hand slant, and a double stem in the formation of the letter “d”.
- Graphic 5 - a similar crest line in letter “m” in both questioned and known signatures.

The crestline is an imaginary line with dots that go downwards in the creation of the “m” in Adams where measuring starts at the “m” slanting downwards.

- Graphic 6 - similar formation of lower case “a”.
- Graphic 7 - all signatures go from low to high (similar upward to baseline). It tilts up to the right and goes upwards off the signature line. The “m” starts on the line but the rest of signature goes in any upward movement off the base line.

Graphic 8 - all four signatures examined in January 2018 and the additional signature of Michael Adams in 2002 were compared. According to Ms. East *“although the name is written in full in the 2002 signature and not M. Adams as previously signed on the other transfers, the habitual characteristics can be found:*

- (i) *The initial stroke on the letter “m” also shows a slight hook when all signatures are compared with each other.*
- (ii) *Secondly the movement and formation inside the letter “A” in the surname Adams bears similar formation.”*

39. Ms. East was thoroughly cross examined by Mr Christie over four (4) days (3rd December 2020, 23rd February 2021, 15th July 2021 and 21st July 2021). During cross examination Ms. East was adamant that the differences in the known and questioned signatures were so minor and therefore hardly worth mentioning because there were so many similarities. The differences were insignificant. Our understanding of what Ms. East is saying that she did not mention the differences in her reports as they were so insignificant and the

similarities were overwhelming. According to Ms. East in examining signatures, there will always be a level of natural variation.

40. She did however eventually identify the differences as follows:
 - (a) On Exhibit 10, Graphic 1 – the formation of the “s” at the 2004 Transfer at the bottom is different.
 - (b) On the signature of Michael Adams on the 2002 transfer, he wrote Michael Adams as opposed to M. Adams.
 - (c) The “s” in the 2004 Transfer at the bottom is different from the “s” in the 2004 Transfer at the top. According to Ms. East these differences are more due to natural variations which is the habitual writing patterns within a signature.
 - (d) The “s” in the bottom 2004 Transfer looks like a “P”.

41. She gave examples of natural variation on Graphic 1 where in 1999 in the “known” signature the “d” is closed but in the 2004 transfer (questioned signature) it is open.

42. She said if different handwriting experts examine the same documents and apply the same principles, they should all come to the same conclusion as it is objective. There is no subjectivity in handwriting assessment. Where handwriting experts differ, this is probably because they are looking at different documents or using different principles.

43. She accepted that comparing questioned signatures with original documents were best rather than copies or scans but said copies were sufficient. Photocopies are acceptable for examination. She explained that she uses a software to identify manipulations whether or not the document she is asked to look at is an original or a copy so she is not in a worst position if viewing a document which has possibly being manipulated when she has to examine a copy. She explained that original documents can also be manipulated hence the use of her software program on all documents she receives. Ms. East stated categorically that the copies of the documents that were given to her to examine “were clear enough for me to examine and arrive at my opinion.”

44. Mr. Christie tried to get Ms. East to agree that there were similarities in a portion of Mr. Armstrong's signature that resembled the questioned signature but Ms. East stated that she would need to examine both signatures and could not make an assessment on the spot.
45. Mr. Christie tried to get Ms. East to agree that in assessing pen lifts and formation of new letters you look for changes in the pressure of the pen but she did not agree. She said it was not necessarily so; she said you look at where it ends, the last formation. Questions were also asked about whether heavier pressure was used, in some signatures specifically the questioned signatures as compared to the known signatures where the pressure appeared lighter. Ms. East said she could not tell if the writer wrote lighter in 2001 than in 1999, by viewing the 2004 signature which had heavier pressure but that did not mean it was not the same person. She said:

"It's not so much that I wasn't there it's the technique that I used and the methodology I have used. Looking at all the characteristics that are present, identifies the 2 known [is the same writer] is the same as the questioned. When I am saying these things, Mr. Christie is asking me to look at specific things within the signature, I understand that, that is his job, but I am also looking at specific things within the signature that identifies one writer to another, we could always create a hook here and something over here differently, but it's all the subtle habitual writing patterns which I have said before that creates the authenticity of one writer. A forger cannot create habitual writing patterns, the writing patterns are the baseline, the crest line, the movement, the connection those things cannot come randomly by another person."

46. She did say that she did not include "pressure or line quality in her assessment therefore the image quality of the scan was not relevant. She said she has to consider in her assessment whether the lightness of the stroke is the writer or the scanning but there are cumulative characteristics that she has to consider therefore "the lightness of the strokes becomes less important when I can identify handwriting patterns and other characteristics." She did agree with respect to Graphic 1 on the Exhibit 11 (Second Report) that the breaking in the stroke could possibly be due to scanning or an irregularity.

47. Questions were also asked about the thickness of some of the letters in the 2001 and 1999 “known” signatures and the 2002 “questioned” signature. Ms. East’s answer was:

East: “Mr Christie, in all the signatures, you are going to find differences. The line quality cannot be the same in every single signature over a period of four years. We are looking at signature from 2012 and 1999 based on the instrument that was used at the time. We cannot get the line quality to look exactly the same. I am calling it line quality, but it is also known as shading. So, you cannot get every time somebody writes the line quality to be looking exactly the same.

Christie: Okay thank you for that. Can you give us the comparison between the questioned signature in 2002 and the two known signatures in 2001 and 1999 now?

East: Well, there is a break in the 2002 signature which we have established. There is in 2001, there is a break on the other side of the V formation within the M. However, I think of the graphic, I am expressing and observing how the initial stroke – the initial stroke on all those signatures are exactly the same. You can pull apart the signatures as much as you want Mr. Christie but there are 9 elements that are similar in all these signatures. As a lay person, you can pull it apart letter by letter but in the accumulative data that I have examined, there are 9 substantial similarities and I can repeat them if you want me to.”

48. She identified nine (9) substantial similarities. According to Ms. East where there are differences in the signatures of the known and questioned signatures it is due to natural variation; *“In any given signature, you cannot get it exactly the same. It is highly unlikely for another person to create that kind of dimension because your signature is a habitual writing pattern. That individual person it is familiar to that individual person. Another person can come along and create that signature they wouldn’t get so many characteristics correct”*.

49. In answer to a question if it is not possible for someone to study a particular signature and traits of the signature before trying to sign a document or forge one, she said yes but the signature itself would slow down.

THE TRANSFERS

50. There were six transfers produced to the Panel. The following was noted in relation to each of the transfers:
- (a) 7 November 1999 – Transfer from Orville Edmondson to Michael Adams of Fairview Court for \$2,800,000 and the purchaser’s signature is witnessed by an attorney other than the Attorney;
 - (b) 23 April 2001 – Transfer from Reymar Limited to Michael Adams and Shelley-Ann Peart-Campbell of Brompton Road for \$3,900,000 and signature witnessed by Ismay Byfield, Justice of the Peace;
 - (c) 27 March 2002 – Transfer from Crown Eagle Life Insurance Company to the Complainant of Columbus Heights for \$1,900,000 and witnessed by the Attorney (Exhibit 4);
 - (d) 29 January 2004 – Transfer from Michael Adams to Stafford Solomon Mullings for \$2,100,000 and both signatures witnessed by the Attorney (Exhibit 9);
 - (e) 7 June 2004 – Transfer from Michael Adams and Shelley-Ann Peart-Campbell to Mark Luke Ennis for \$5,300,000 and both signatures witnessed by the Attorney (Exhibit 7); and
 - (f) 15 August 2004 – Transfer from Michael Adams to Curtis Blake for \$3,500,000 and vendor’s signature witnessed by the Attorney.

STANDARD OF PROOF

51. Disciplinary proceedings are neither civil nor criminal. They are “*sui generis*”. However, it is well established that the applicable standard of proof is the criminal standard. That has been affirmed in the case of **Campbell v Hamlet [2005] UKPC 19**. Accordingly, where a complaint of professional misconduct is made, the Disciplinary Committee must be satisfied beyond reasonable doubt that the complaint has been established. That means

that the panel hearing the complaint must be satisfied on the totality of the evidence adduced that the complaint has been made out. In the instant case, the Complainant must prove beyond reasonable doubt that the Attorney acted contrary to the laws of the land; the Attorney failed to maintain the honour and dignity of the profession and failed to abstain from behaviour which may tend to discredit the profession; and the Attorney committed a criminal offence which is likely to bring the profession into disrepute, although he was not prosecuted, and that finally the Attorney sold the Complainant's properties without his authorisation.

DISCUSSION AND ANALYSIS

52. Neither the Complainant nor the Attorney had documentary evidence to corroborate their oral evidence, but given the length of time when these properties were purchased (1999-2002) and sold (2004), to when the complaint was lodged (27 June 2019 some 15 years later), the Panel, is not surprised although disappointed, as in the absence of such corroborating evidence, the Panel has had to determine this matter primarily based on our assessment of the credibility of the witnesses who gave evidence. With regards to the witnesses as to fact, apart from Miss Anique Williams, the Panel did not accept the other witnesses as witnesses of truth. We found Miss Williams to be credible. Her anger with Mr. Christie we did not find to be evidence of her trying to best align her case with the Attorney but rather that she was offended by the suggestion of a personal, intimate relationship with the Attorney especially as the questions were directed to the paternity of her minor children.
53. The Attorney was a rather evasive witness. On many occasions he tried to sidestep questions and answer not what was asked of him but what he wanted to answer. For example, for a long while he tried not to answer a very simple question as to whether the Transfers were signed in his presence, by saying he was "not physically present but based on instructions", notwithstanding the simplicity of the question which required a yes or no answer. On another occasion he tried to avoid answering direct questions pertaining to whether he knew the reasons why persons such as Attorneys and Justices of the Peace have

been legislated to witness documents like transfers and that as Counsel he had a duty to accurately reflect whether or not he saw the Complainant sign the transfers and whether he was aware of his duties. He responded that he was satisfied because he spoke to the Complainant which was not an answer as to whether or not he was aware of his duty when witnessing legal documents such as a transfer of property.

54. The Attorney also gave evidence which when analysed made no sense and could not have been true. For instance, he said he was familiar with the Complainant's signature based on the signature on the documents for the purchase of the Columbus Heights apartment which spelt out Michael Adams (Exhibit 4) yet on the subsequent sale agreement for the Columbus Heights property the signature is M. Adams. (Exhibit 9). The Attorney sought to say that the signatures were the same which was bizarre as signing "Michael Adams" and signing "M. Adams" is on the face of the document two different signatures. Further, the Attorney had stated in cross examination that he had never met the Complainant during the purchase of the Columbus Heights property and that the Agreement for Sale was not signed by the Complainant in his presence but brought to him by Shelley-Ann already signed, so how then would he be familiar with the Complainant's signature. The Attorney also said he acted on instructions received in a letter signed by the Complainant as "Bowser" to sell the properties but earlier had given evidence that he had never received anything before in writing signed by the Complainant as Bowser to compare the signature with, so how could he be familiar with the signature.
55. What became apparent during the hearing was that the Attorney did not ever see the Complainant sign the Transfers for the properties but as it was coming from the Complainant's family member who was also the spouse of the Attorney's childhood friend, he witnessed the signature. He stated in evidence that he had no reason to disbelieve the family and the signature was similar to that on the first purchase. This practice of the Attorney does not accord with good practice and, in fact, was negligent, but it is noteworthy that the Complainant never relied on this as a ground of his complaint even when he sought to amend same through Mr. Christie, so we take this observation no further at this stage. In addition to when he was giving evidence surrounding the purchase and sale documents,

the Attorney did not also come across as credible in giving evidence on other matters. For example, it was put to the Complainant in cross examination that the Attorney only represented the Complainant in the purchase of one property being the Columbus Heights apartment yet in giving evidence under cross examination the Attorney could not remember which property it was.

56. The Attorney's evidence on his involvement in the initial purchase of the properties did appear to be corroborated by the fact that on a review of the three purchase transfers, he only witnessed the signature on the 2002 Transfer. Thus based on his evidence and the Transfer we accept that the Attorney only acted in one purchase.
57. The Attorney was not the best witness and his witnessing the signature on documents without the signor being present is reckless, to say the least even if the Complainant told him by telephone (which we accept) that he would be selling his three properties. Telling the Attorney that he is intent on selling his properties is different from confirming that he has signed the Agreements for Sale and the Transfers to effect the sale. The Attorney would have needed to satisfy himself that all terms of the Agreement for Sale especially the sale price were indeed agreed by the Complainant. Nevertheless, we remind ourselves that it is not the Attorney who has the burden of proof but the Complainant.
58. In direct contrast to the Attorney, the Complainant's evidence was given in a very calm, measured and respectful fashion but what soon became evident is that the Complainant is a practiced witness, and beneath that "apparent credibility" is a devious man whose story was incredulous. What was interesting in the evidence of the Complainant is not so much what he said, but what was omitted from his evidence, particularly in light of the fact that he and his attorney ought to have been aware that the burden of proof was on the Complainant. For example, the Complainant in cross examination admitted that the signature on the transfer for the Columbus Heights property dated 27th March 2002 was his, but denied and then was not sure in one instance and flatly denied the signature in relation to the transfers on the purchase of Fairview Court dated 7th November 1999 and

Brompton Court dated 23rd April 2001. Further, he denies that the signatures on the transfers for the sale of the three properties were his.

59. The Panel finds the Complainant's denial of the signatures which appeared on the 1999 and 2001 purchase Transfers quite remarkable as the Complainant maintained that he was the owner of these properties and would have had to sign documents to put his name on the title. The denial affected the Complainant's credibility.

60. He never says that Shelley-Ann forged his signature and in fact said he was shocked when Shelley-Ann was charged by the police. He never said that Shelley-Ann said that her signature was forged, though this would be hearsay. Initially he said or inferred that it was the Attorney, who forged his signature but if this is so who then signed the transfer for the Brompton Road apartment, which was jointly owned with Shelley-Ann. Someone had to sign her name for this property to be transferred. This query is left unanswered and for the Panel to speculate. Was Shelley-Ann part of the forgery and deceit against her cousin or did the Attorney also forge her signature? In his closing Mr. Christie said that the Complainant cannot say that the Attorney forged the signature, so if it's not the Complainant, Shelley-Ann or the Attorney, who then "forged" the Complainant's signature? At the end of the day that issue is left hanging. The real complaint according to Mr. Christie is based on common law fraud as the Complainant's properties were sold without his authorization, which the Panel understands to mean that he did not physically witness the Complainant signing the transfers pertaining to the sale of the three properties and the signature purporting to be the Complainant's was not affixed to the documents by the Complainant. Ms. East's evidence was therefore important as she opined that the signatures on the two sets of transfers of the three properties was the signature of the Complainant. If the signatures on the transfers are indeed the Complainant's, then he did authorize the sale of the three properties.

61. Before addressing Ms. East's evidence we again note another interesting fact about the Complainant's case is that Shelley-Ann was never called as a witness despite her role in the matter. She appeared to be instrumental in the transactions and to have had the most

- interaction with the Attorney and who better to say if the signature on the Transfer for the Brompton Road apartment was hers; to say that she did not she act as agent for the Complainant in sale of the three properties, and to say that the proceeds of sale of the three properties were not handed over to her and the Complainant's father.
62. Additionally, as the Attorney's evidence was that he spoke to the Complainant, Shelley-Ann and the Complainant's father about the Complainant wanting to sell his properties why didn't the Complainant call his father to dispute that the father spoke to the Attorney about selling his son's properties and that Shelley-Ann would act as agent or for his father to say he did not receive the proceeds of sale. Another interesting fact about the Complainant's case is that although he was in prison he found out before 2015 that his properties had been sold, (and they had been sold from 2004) yet he filed no complaint until 2019. Being in prison does not mean you cannot sign documents, so why the long period before lodging the complaint. The Complainant's evidence contradicted at times the evidence of Hugh Campbell, such as when he said he told Campbell to visit Brompton Road to see what was happening but Campbell said it was the Complainant's father who asked him to visit the properties. What the Complainant stated and the Panel accepts is that he did not receive any proceeds of the sale of the three properties.
63. The Complainant's evidence did leave one to assume initially that he was saying that the Attorney forged his signature on the Transfers, but eventually what became apparent is that he was saying that the Attorney sold his properties without receiving his authorization not that the Attorney forged his signature, yet his witness, Mr. Campbell, seemed to be saying just that. The Complainant and his witness's evidence was just not reliable and did not meet the burden of proof.
64. The Committee accepts that not because Ms. East is an expert means that we are bound to accept her conclusions, even if uncontradicted, as was held by the Courts in the cases relied on by Mr. Christie (*Davie v Magistrates of Edinburgh 1953 S.C.34, Dinsdale Palmer v Caricom Home Builders Co. Ltd. & Anors [2020] JMSC Civ43 and Sara Montague v Derrick Willie & Anor [2012] JMSC Civ 179*).

65. In examining the evidence and opinion of Ms. East the case of *Nina Kung alias Nina T.H. Wang v Wang Din Shin* FACV No 12 of 2004 (September 16, 2005) the Hong Kong Court of Final Appeal, is instructive. In this case Chan J. set out the discipline of handwriting examination and how it works. He held at paragraphs [23]-[27]:

23. *Each person has his own writing habit. Because of such habit, there are bound to be similarities among his signatures. These similarities are the features of his signatures. They are individual characteristics which are only personal to him. On the other hand, no two signatures written by the same person can be exactly the same. There are bound to be differences. The number and quality of differences depend on the conditions of the writer and the surrounding conditions. But since the signatures come from the same person, these differences would be within a range and would be regarded as his normal variations. These normal variations also form part of his individual characteristics.*

24. *In order to decide whether a questioned signature is genuine or not, it is important first to identify the individual characteristics of the writer which represent his writing habit from samples of his genuine signatures. This may not be easy if there are not sufficient available samples. Individual characteristics which are inconspicuous "should be given the most weight; for these are likely to be so unconscious that they would not intentionally be omitted when the attempt is made to disguise and would not be successfully copied from the writing of another when simulation is attempted." (See Osborn's Questioned Documents, p. 250)*

25. *These individual characteristics should then be compared with the questioned signature to see whether there are any similarities and differences between the questioned signature and the samples of genuine signatures.*

26. *If there are significant differences or "divergences in amount and quality beyond the range of variation ... that cannot reasonably be accounted for by*

changed conditions in the writer or surrounding the writer”, one can draw the conclusion that a signature is not genuine. Conversely, the absence of fundamental differences (as opposed to trivial differences) together with the presence of a combination of a sufficient number similarities with individual qualities and characteristics can form the basis of a conclusion that the signature is genuine. “The process is always a double operation, positive and negative, and if error is to be avoided neither part of the process should be overlooked.” See Osborn, p. 205-251. See also “Scientific Examination of Questioned Documents” by Ordway Hilton, p. 174. In the comparison exercise, it is important to bear in mind that “mere similarities do not necessarily prove genuineness any more than mere superficial differences necessarily prove lack of genuineness.” See Osborn, p. 241.

27. *At the end of the day, it is necessary to make a “consolidated evaluation” of all the evidence in order to come to a conclusion whether it can be said that a particular signature is genuine or forged.”*
58. Ms. East opined that the “*signature on the questioned documents are authentic signatures of Michael Adams*”. She said the similarities were “*too numerous to be contributed to chance*”. She recognised that each person has his own writing habit and there are individual characteristics personal to him, however, there will be differences known as normal variations. Further in deciding whether a questioned signature is genuine or not it is important to identify the individual characteristics from samples of genuine signatures and then compare them with questioned signatures.
59. Ms. East used three “known” signatures, Transfer dated 23rd April 2001 (Brompton Court), Transfer dated 7th November 1999 (Fairview Court), Transfer dated 27th March 2002 (Columbus Heights) and then compared the strokes, formation, size, movement, pen lifts among other things.

60. She then produced graphics comparing the known and questioned signatures. For example in Graphic 1 in Exhibit 10, she showed how the letter “M” starts with a stroke on the left side of the formation of the letter in both the known and questioned signatures.

61. In answer to the Committee, she identified nine (9) substantial similarities:

*“The **initial strokes** in the M where we are looking at the 2002 transfer comparing it with the 2001, the 1999 and also the 2004 signatures, all these signatures have the initial stroke. When we look at the start of the pen lift, every time the pen lifts, so if we take for instance M Adams I am comparing M Adams with M Adams so the 2001 transfer if you compare it with the 2004 transfer, there are three pen lifts one after the M.*

Panel: You said you are comparing the 2001 with the D?

East: And 2004.

Panel: Which graphic are you looking at?

East: I am looking at graphic one where it says similar initial stroke.

*So, if you look at the M, the M does not connect to the letter A so that is the first **pen lift** in 2001 transfer. Then the A comes over on itself and connects – sorry – and lift the pen to make the letter D. The letter D and A is connected – sorry, the letters D, A and M is connected and the S – sorry there is a pen lift to create the letter S. If you look over on the 2004 transfer beside it, the pen lifts after the M, after the A and the rest of the letters are connected completing with the S. If you look below it the 1999 signature the M stops, lifts the pen to create the A. The A stops, lifts the pen to create the D, the A, the pen lifts to create the W – sorry, the M and the S. Beside that 2004 transfer, the M stops doesn't connect to the A, the A stops, lifts the pen to create the D, the D stops to connect the A, M and then there is a stop... the 4. So that is the rhythm of the writing. So you have four pen lifts in*

both the questioned and the known. You have three pen lifts, first set of signatures between the questioned and the known.

*Then we have the **baseline** which is the imaginary line that is formed at the bottom of the signature. So, the imaginary line you would put the ruler underneath the Adams or even the M. You will see all of it goes upwards of the baseline in all of them.*

*Then we have the **connection**, the connection between the D, the middle of the D you see what I call a garland it is like a washing line, but it is not straight. So it kind of hangs like a garland. If you look in the D where the D connects to the A, you will see that hanging line. The connection between and then if you look in 2004, you will see the same connection. If you look at the 1999 transfer, same connection between the D and the A. If you look at the 2004 transfer, you see the D and the A. Inside the – I think its best if you look at graphic 9 where I am explaining what I am showing in graphic 9.”*

62. As regards Graphic 9 and 10 (Exhibit 11A) Ms. East continued with the 9 substantial similarities.

*“East: In this graphic, the **formation** inside the A, the way the A is formed inside here (shown on screen), this what I am showing here. It is also present inside here, it is like a mountain top, it is present here in the known inside here (shown). It is also present here, inside here (shown on screen). Even this part of the A that comes over the stem it’s here, it’s here, and it’s here. It’s not here. I will admit it is not here, but there are more accumulative similarities when you are comparing both sets of signatures.*

Panel: You said there are 9 required elements. I think we are at No. 5 now, what are the others?

East: The initial, the pen lifts, the baseline, the A foundation.

Panel: "So far we have the initial stroke, pen lift, baseline, you said what, the connection.

East: The connection, the initial stroke, the baseline, pen lifts connection, the crestline.... So the crestline if you put a ruler here and here (shown on screen), the connections at the top of those letters this is the crestline. I think you have a graphic with that in. So inside here, this is the crestline here, across here (shown), and the crestline here (shown). So, if we are talking about the movement of the signature, it has a right slant, a severe right slant and then we are measuring from the top inside here upwards (shown on screen). If I was to put a ruler against here, upwards (shown on screen), this is the way we measure the slant. Also the formation of the letter D with the double stem inside here, its not one stem, it's a double stem inside here, inside here, inside here is a double stem, you have the double stem here (shown on screen). I would have to move the gallery.

Panel: But there is no double stem for 2002?

East: There is a double stem here in Adams, in the Michael Adams the full name.

Panel: It's not a loop?

East: It's a double stem. (Ms. East moves gallery) If you take a ruler and measure from point A here, initial stroke, the width of the signature here, if you place on top of each other, they sit almost on top of each other in terms of width. Not obviously the Michael Adams because there are more letters added to it, but if you place this on top of here, the width is almost the same as I said before (shown on screen). In any given signature, you cannot get it exactly the same. It is highly unlikely for another person to create that kind of dimension because your signature is a habitual writing pattern. That individual person, it is familiar to that individual person. Another person can come along and create that signature they wouldn't get so many characteristics correct.

Panel: So those are the 9 elements then?

East: I have lost count.

Panel: Yes, I have 9 so far."

63. Mr. Christie made heavy weather of the fact that Ms. East only placed in her reports the similarities with the known and questioned signatures although there were differences but we accept her evidence that the differences were so insignificant when compared with the similarities so she did not set them out and further that the differences can be explained by natural variation which she explained as habitual writing patterns within the signature. According to Ms. East, where there are differences in the signatures of the known and questioned signatures, it is due to natural variation; *"In any given signature, you cannot get it exactly the same. It is highly unlikely for another person to create that kind of dimension because your signature is a habitual writing pattern. That individual person it is familiar to that individual person. Another person can come along and create that signature they wouldn't get so many characteristics correct"*.
64. Further, although the document she used to compare the questionable signatures were copies and not originals, she explained that she used a software to identify manipulations and therefore she was not in a worst position when viewing a copy document. She admitted that she did not include pressure of the pen or line quality in her assessment, but there are other characteristics.
65. We believe that Ms. East told the Panel all the differences she saw between the questioned and known signatures. Ms. East gave evidence of nine similarities in the questioned and known signatures and four differences and in one of the differences being that the signature of the Complainant was contained on the 2002 transfer as "Michael Adams", whereas on the other transfers it was written as ("M. Adams") she said in her opinion both signatures were written by the same person.

66. Finally, Ms. East in Graphic 10 compared the known 2020 signature of the Complainant to the other signatures and concluded that notwithstanding the passage of time, this signature also bore similarities to the other signatures in that the signature had a severe right slant, the "A" in Adams was the biggest letter, the "d" being similar and the terminal ending.
67. Of note, the Complainant did not produce any document executed during the relevant time 2003 to 2005 bearing a signature which he claimed was his for use as comparison.
68. We found the evidence of the expert credible and she was not discredited in cross examination. The signatures on the transfers for the sale of the three properties were therefore the Complainant's. Accordingly, he authorised these sales.

FINDINGS OF FACT

69. Having seen and heard the witnesses and perused the exhibits and read and heard the submissions of Counsel for both parties, the Panel makes the following findings of fact:
 1. The Attorney represented the Complainant in the purchase of one property.
 2. The Complainant was in prison between November 2003 and October 30, 2015 during which time his three properties were sold.
 3. The Attorney signed the Agreements for Sale and Transfers for the three properties as a witness to the "signatures" of the Complainant on the sale of these properties and the purchase of the Columbus Heights property without the Complainant signing the documents in his physical presence.
 4. The Complainant never signed the Agreements for Sale and Transfers of the three properties with respect to the sale of these properties in the physical presence of the Attorney.
 5. The Complainant spoke to the Attorney on the phone and told him that his father, Shelley-Ann and Hugh Campbell would be handling his matters and that he wanted to sell the properties.

6. The Attorney acted for the Complainant in the sale of the three properties and gave the proceeds of sale to the Complainant's father and Shelley-Ann. There is no evidence that any funds were paid to or received by the Complainant.
 7. The Complainant telephoned the Attorney at his office in Antigua and spoke to Anique Williams and made threats to the Attorney.
 8. The Attorney paid the Complainant US\$15,450.00 out of fear of the threats and embarrassment.
 9. The signatures on the transfers of the three properties are the authentic signatures of the Complainant.
 10. The known signatures on the documents which Ms. East examined are the same as the questioned signatures on the documents Ms. East examined. Both types of signatures were signed by the same person.
70. We are not satisfied beyond all reasonable doubt that the Complainant did not instruct the Attorney to sell his three properties and that the signatures on the transfers do not belong to the Complainant. On the contrary, in light of Ms. East's evidence that the signatures on the transfers to sell the properties are the same as the transfers which has the known signatures of the Complainant, we find that the Complainant by signing these transfers did authorize the Attorney to sell the properties. Accordingly, the Attorney did not act contrary to the laws of the land nor commit a criminal offence which would bring the profession into disrepute although he was not prosecuted.
71. Notwithstanding the above, the Attorney has admitted that he did witness these Transfers without the Complainant being in his physical presence as he relied on the family members of the Complainant, and that he was somewhat familiar with the signature as he had represented him in the purchase of one of the apartments a couple years before. Witnessing the signature of someone on legal documents without them being present is the height of recklessness and had we found that the signature on the transfers were not that of the Complainant, the consequences could have been graver. By witnessing a legal document the witness is saying that he saw the person sign same which was not true. Such a witness in effect authenticates the person's signature and conveys this to the authority to whom the

document is presented and to the public. By signing a document in circumstances where the witness does not in fact see the person actually sign, the Attorney is conveying to members of the public that as a lawyer he signed a legal document purporting to give the impression that the person signed in their presence, which is false. The personal or familial relationship between the attorney and those he represents does not preclude the attorney from his professional obligations. This act by the Attorney is behaviour which may tend to discredit the profession in breach of Canon I(b) which is an act of professional misconduct. Given the fact however that we have found that the Complainant did in fact authorise the sales by signing the transfers, the consequences of witnessing the Complainant's signature without him being present or acknowledging to the Attorney that the signatures on the Transfers were his, were not as grave as they could have been.

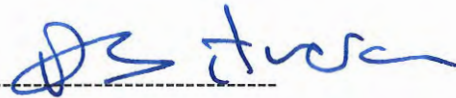
72. In coming to this decision we are guided by the Court in **Gresford Jones v The General Legal Council (ex parte Owen Ferron) Miscellaneous Appeal No. 22/2002 delivered March 18, 2005** in which it was stated as follows:

“The governing words of Canon I are: “An attorney shall assist in maintaining the dignity and integrity of the Legal Profession and shall avoid even the appearance of Professional impropriety.” This standard of conduct required to be maintained by members of the legal profession is easily understood and perceived as basic, good, upright and acceptable behaviors. Any deviation from this legal code is subject to scrutiny as it relates to the requirement of a particular canon. Consequently, “the honour and dignity of the profession...” may be besmirched by a breach of a particular canon or “the behaviour (of an attorney) may tend to discredit the profession ...” and be a breach of a specific canon. Either conduct would fail to contravene the requirements of the proper conduct demanded by Canon I (b)...

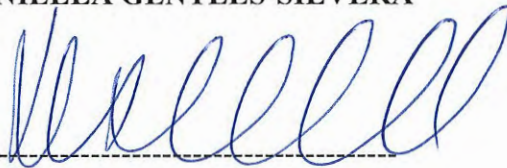
It is my view that the canon is specifically widely drafted in order to emphasize the ever prevailing high standard of conduct demanded by the profession and re enforced by all the canons in the Rules. The Committee was accordingly not in error to find that Canon I (b) relates to the conduct of an attorney “in relation to the Court, the regulatory body governing the profession, the law practice, the client, colleagues and certain other persons” and to find that the appellant was in breach thereof...”

73. The Panel finds that the evidence presented by the Complainant has not met the requisite standard of proof, that is proof beyond a reasonable doubt in relation to the other grounds complained of. As we have found the Attorney guilty of professional misconduct, we will give him an opportunity to address us on sanction if he so wishes.

Dated the 28th day of January 2022



DANIELLA GENTLES-SILVERA



DELROSE CAMPBELL



ANNA GRACIE

