

GHS. 9.2

(31), 1963

IN THE PRIVY COUNCIL

No. 3 of 1962

ON APPEAL
FROM THE SIERRA LEONE AND THE GAMBIA
COURT OF APPEAL

IN THE MATTER OF THE LEGAL PRACTITIONERS
(DISCIPLINARY COMMITTEE) ORDINANCE
CAP.118 OF THE LAWS OF SIERRA LEONE

- and -

IN THE MATTER of FREDDIE A. SHORT,
A LEGAL PRACTITIONER

UNIVERSITY OF LONDON
INSTITUTE OF ADVANCED
LEGAL STUDIES

19 JUN 1964

25 RUSSELL SQUARE
LONDON, W.C.1.

74083

B E T W E E N :-

FREDDIE A. SHORT

Appellant

- and -

THE ATTORNEY GENERAL OF
SIERRA LEONE

Respondent

RECORD OF PROCEEDINGS

T. L. WILSON & CO.,
6, Westminster Palace Gardens,
London, S.W.1.

Solicitors for the Appellant.

HATCHETT JONES & CO.,
90, Fenchurch Street,
London, E.C.3.

Solicitors for the Respondent.

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FREDDIE A. SHORT

Appellant

- and -

THE ATTORNEY GENERAL OF
SIERRA LEONE

RespondentRECORD OF PROCEEDINGSINDEX OF REFERENCE

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Affidavit of F.A. Short	24th October 1961
Court Notes	3rd November 1961

1.

IN THE PRIVY COUNCIL

No.3 of 1962

ON APPEAL

FROM THE SIERRA LEONE AND THE GAMBIA

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IN THE MATTER OF THE LEGAL PRACTITIONERS
(DISCIPLINARY COMMITTEE) ORDINANCE
CAP.118 OF THE LAWS OF SIERRA LEONE

- and -

IN THE MATTER or' FREDDIE A. SHORT,
A LEGAL PRACTITIONER

10

B E T W E E N :-

FREDDIE A. SHORT

Appellant

- and -

THE ATTORNEY GENERAL OF
SIERRA LEONE

Respondent

RECORD OF PROCEEDINGS

No. 1.

AFFIDAVIT OF COMPLAINT

In the
Supreme Court

No. 1.

Affidavit of
Complaint.

28th June,
1960.

IN THE SUPREME COURT OF SIERRA LEONE
COMPLAINT AGAINST MR. BERTHAN MACAULAY OF
MACAULAY & CO., BARRISTER-AT-LAW and
SOLICITOR OF THE SUPREME COURT OF SIERRA
LEONE

20

IN RE:-

C. A. HOLLIST vs. B. E. VINCENT -
C.C. 406/1957

I, CHRISTIAN ALPHONSO HOLLIST at 37, John
Street, Freetown in the Colony of Sierra Leone,
Retired Civil Servant, make oath and say as follows:-

30

1. I am the Complainant in this matter.
2. In or about November, 1957, I engaged the services of Mr. Cyril Bunting Rogers Wright, then

In the
Supreme Court

No. 1.

Affidavit of
Complaint.

28th June,
1960

- continued.

- Solicitor to institute an action against the above named Defendant and paid his to him on the 19th of the same month amounting to £15.15.0 to cover disbursements and conducting the case at the trial - his receipt of which is dated 22nd November, 1957.
3. That the said action was subsequently entered for trial by the said Cyril Bunting Rogers Wright but he could not proceed further with the action because of his debarment. 10
 4. That on the 14th March, 1959, I got a verbal call from Mr. Berthan Macaulay to see him at his Chambers which I did but only to be asked what amount I would accept as compensation for damage done to my Car in the action in which Mr. Wright was Counsel and in reply, said, I had told him £110: to which Mr. Macaulay said alright and promised that I should be hearing from him later, but nothing further was heard from him up to the date of judgment. 20
 5. That on the 6th March, 1960, I was informed and verily believe that the above action would be heard the following day - the 7th March, 1960, and that Mr. F.A. Short was listed as my Counsel.
 6. That at the hearing on the 7th March as aforesaid, Mr. Short made an application to the Court that he was not representing me as my Counsel in that, he had not properly been briefed. 30
 7. That in consequence of Mr. Short's remarks, the Learned Trial Judge (Mr. R.B. Marke) asked me whether in the circumstances I was prepared to conduct the case myself to which I said no and asked for an adjournment to the 21st March, 1960.
 8. That in the circumstances mentioned above, I had to engage the services of Mr. F.A. Short to conduct the said action and I paid to him at his request his full fees of £10.0.0. by cheque No. A.F.24411 dated 19th March 1960 but Mr. Short failed to give me his receipt for the amount so paid him despite my pressure on him on two other occasions for the same but without success. 40
 9. That on the 21st March, 1960, Mr. F.A. Short represented me in the said action but at the

request of Counsel on the other side (Mr. Cyrus Wright), the case was further adjourned as he mentioned that there was a possibility of a settlement.

In the
Supreme Court

No. 1.

Affidavit of
Complaint.

28th June,
1960

- continued.

10. That on the 25th March, 1960, I obtained judgment by Consent for £110: damages and 25 guineas costs of the suit.
11. That neither the total sum of £136.5.0. due to me on the judgment nor the receipt for fees paid to Mr. Short were ever received from him up to and including the 29th March, 1960.
12. That on the 20th April, 1960, I received a letter from Mr. Berthan Macaulay who had done nothing for me in the said action requesting me to call at his office to collect Mr. Short's Cheque for £77.19.2d due to me in connection with the said Action.
13. That in consequence of Macaulay's letter, I addressed a letter in reply asking for clarification of his letter but instead of my request, I received another letter from Mr. Macaulay suggesting an appointment, which was arranged, and materialised on the 29th April, 1960.
14. That at the meeting of the 29th April last, I was actually bullied by Mr. Berthan Macaulay in the presence of Mr. Short into accepting their proffered cheque for £77.19.2: instead of £136.5.0d. due to me, in consequence of which, I refused to accept the said cheque and it was only then that Mr. Macaulay flung across the table to me a Receipt purported to have been made by Mr. F.A. Short for the sum of £10: I had paid to him as Counsel since the 19th March last - and which receipt was made out to read "fees for disbursements" and not the correct purpose for which the amount was paid.
15. That the tension at the meeting rose so high and heated that I had to leave Mr. Macaulay's Chambers in disgust.
16. That after this meeting of 29th April last, I received a further letter from Mr. Macaulay (obviously written immediately after I had left) reiterating some of the points he raised

In the
Supreme Court

No. 1.

Affidavit of
Complaint.

28th June,
1960

- continued.

at the said meeting together with a Statement of Account which he termed "Our Bill" and copied to the Master and Registrar of the Supreme Court.

- 17. That after seeing the Master and Registrar I replied Mr. Macaulay, that he could tax his bill but that it must be done in my presence either personally or by representation and having received no reply to my said letter of May 4 last, I sent a further reminder to him dated 12th May to which no reply was also received.
- 18. That I am prepared and willing to produce all correspondence, receipts, cheque and/or Counterpart when so desired by the Committee.
- 19. That from the foregoing facts, I crave the indulgence of the Committee justice in the premises.

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(Sgd.) C.A. HOLLIST.

SWORN at Freetown this }
28th day of June 1960 }
at 9.50 o'clock in the }
forenoon }

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Before me,

(Sgd.) Percy R. Davies,

A COMMISSIONER FOR OATHS.

Legal
Practitioners
Disciplinary
Committee.

No. 2.

CHARGE AGAINST BERTHAN MACAULAY.

No. 2.
Charge against
Berthan
Macaulay.

That you being a registered Legal Practitioner of the Supreme Court of Sierra Leone and acting as Legal Practitioner in the Supreme Court Case of "C.A. Hollist versus B.E. Vincent" No.406/1957 you committed an act of professional misconduct in that you improperly retained the sum of £58.5.10d. out of the sum of £136.5.0d. received by you as Solicitor for the said C.A. Hollist in the said matter.

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5.

No. 3.

CHARGE AGAINST FREDDIE ALFRED SHORT

Legal Practitioners Disciplinary Committee.

No. 3.

Charge against F.A. Short.

- 1. That you being a registered Legal Practitioner of the Supreme Court of Sierra Leone having received Counsel fees of £10 charged by you on the 19th day of March, 1960, from Mr.C.A. Hollist to represent him in the Supreme Court Case of "C.A. Hollist versus B.E. Vincent" No.406/1957 you failed to give a receipt contrary to Section (13)(1)(a) of the Legal Practitioners Ordinance (Cap.117). 10
- 2. That you being a registered Legal Practitioner of the Supreme Court of Sierra Leone having received fees of £10 on the 19th day of March, 1960, from Mr. C.A. Hollist as Counsel fees, to represent him in the Supreme Court Case of "C.A. Hollist versus B.E. Vincent" No.406/1957 you committed an act of professional misconduct in that you issued or caused to be issued to the said Mr. C.A. Hollist a fictitious receipt for the said £10 on the 29th day of April, 1960, stating that the amount was for "fees for disbursements". 20
- 3. That you being a registered legal Practitioner of the Supreme Court of Sierra Leone having been briefed by Mr. C.A. Hollist to represent him in the Supreme Court Case of "C.A.Hollist versus B.E. Vincent" No.406/1957 you committed an act of professional misconduct in that you concurred with Mr. Berthan Macaulay a registered legal Practitioner of the Supreme Court of Sierra Leone to improperly retain the sum of £58.5.10d. out of the sum of £136.5.0d. received by him as Solicitor for the said C.A. Hollist in the said matter. 30

No. 4.

COURT NOTES

IN THE MATTER OF BERTHAN MACAULAY
A LEGAL PRACTITIONER.

No. 4.

Court Notes.

2nd, 3rd and 4th August, 1960.

- 40 2.8.60 Adjourned to 3.8.60.
- 3.8.60 Adjourned further to 4.8.60

Legal Practitioners Disciplinary Committee.

No. 4.

Court Notes. 2nd, 3rd and 4th August, 1960 - continued.

4.8.60 Members present - C.O.E. Cole, Chairman J.H. Smythe, M.B.E. T.E. Nelson Williams Miss F.C. Wright. Mr. Berthan Macaulay present - M.R.O. Garber for him. Mr.F.A.Short present - appearing in person. Complainant present - in person.

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Both Mr. Macaulay and Mr. Short agree that the charges against each be dealt with together - charge read out to Mr. Berthan Macaulay.

Mr. Berthan Macaulay does not admit the allegation made against him.

Mr. F.H.S. Bridge - Secretary - in attendance. Charges read out to Mr. F.A. Short - Does not admit any of the three charges.

Complainant's Evidence.

No. 5.

Christian Alphonso Hollist. Examination.

COMPLAINANT'S EVIDENCE

No. 5.

CHRISTIAN ALPHONSO HOLLIST

Complainant, S.O.B. S in English - Christian Alphonso Hollist - 37 John Street, Freetown, Gentleman - knew Defendant Macaulay (1st Defendant) and Defendant Mr. Short (2nd Defendant) In November, 1957 I had a case against a Mr. B.E. Vincent arising out of a motor accident in which my car F.5752 was damaged - I consulted Mr. C.B. Rogers-Wright then a Legal Practitioner. I instructed him to institute proceedings against Mr. Vincent on my behalf. He charged me twenty-five guineas for the whole case. He and I finally agreed on fifteen guineas for the whole case. I paid him by cheque. He gave me a receipt. This is the receipt - tendered marked 'A' - No.3158 dated 22.11.57. Proceedings were instituted by Mr. C.B. Rogers-Wright It became impracticable later on for Mr. Rogers-Wright to practise his profession by reason of his being off the Rolls. About 14.3.59 a gentleman met me at the General Post Office and told me Mr.

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Exhibit "A".

Legal
Practitioners
Disciplinary
Committee.

Complainant's
Evidence.

No. 5.

Christian
Alphonso
Hollist.

4th August,
1960.

Examination
- continued.

Macaulay would like to see me. The name of the gentleman is Rosenior. The very next day I went to Mr. Macaulay's chambers at Water Street, Free-town. I saw 1st Defendant. He spoke to me. I did not see 2nd Defendant that day. 1st Defendant asked me how much compensation I would be prepared to accept in connection with my claim for damages done to car in the case which Mr.C.B. Rogers-Wright was conducting. I told him I had told Mr. Rogers-Wright that I was prepared to accept £110. 1st Defendant said, "All right. You will hear from me later". I then left. I did not tell 1st Defendant what arrangements was between Mr. Rogers-Wright and myself. I never heard from 1st Defendant again. On the 6.3.60 Mr. Rosenior came to me at my house. He told me that my case which I had with Mr. Rogers-Wright against Vincent was coming up next morning. Mr. Rosenior told me that a Mr. Short would be representing me in Court. As I did not know Mr.Short I came to Court early that morning in order to be able to meet Mr. Short before going into Court. I eventually found Mr. Short as he was entering Supreme Court No.2. I told 2nd Defendant my case and told him that I understood this case I had against Mr. Vincent was coming up that morning and that I understood he was representing me. I spoke to 2nd Defendant just outside the Supreme Court No.2. 1st Defendant was not there. 2nd Defendant asked me to wait outside. I did so. He went inside the Supreme Court and came out after about ten minutes' time. He then asked me what about his fees. I told him I had paid completely for the case to my former Solicitor Mr. Rogers-Wright. He replied that he knew nothing about that. He added if he must appear for me I must pay him fees. I replied I was prepared to pay as the case has been hanging fire for a long time. He said. 'All right'. 2nd Defendant then returned into Court. I followed. I was shocked when the called, 2nd Defendant stood up and told the Learned Trial Judge Mr. Justice R.B. Marke that he had not been briefed. The judge asked whether I was in Court. I stood up and said, "Yes, Sir". He ordered me to come forward. I did so. In presence of 2nd Defendant had said whether I was prepared to conduct my case myself. I replied, "No Sir". Mr. Cyrus Rogers-Wright was on the other side. I later asked for an adjournment of the case which was granted. Case was adjourned to 21.3.60. On the afternoon

Legal
Practitioners
Disciplinary
Committee.

Complainant's
Evidence.

No. 5.

Christian
Alphonso
Hollist.

4th August,
1960.

Examination
- continued.

of the same day I went to 2nd Defendant's chambers at Upper East Street. I met him. 1st Defendant was not there. I told 2nd Defendant that I should like to engage his professional services for the case against Vincent. I showed 2nd Defendant Exhibit "A". He told me he was not aware of any arrangement between my former Solicitor and Mr. Macaulay. 1st Defendant. 2nd Defendant told me 1st Defendant was away. He did not tell me whether they were working as partners. He added that 1st Defendant was expected any time before the 21st March when the case would come up. He further said if he must appear for me I must pay him his fees. He did not up to that time tell me what his fees were. He told me to hold on for a week and see what happened. On the 19th March as I heard nothing from him and the case was to come up on the 21st I went to see 2nd Defendant again at his chambers. He told me 1st Defendant had still not arrived in Freetown. 2nd Defendant then told me that I had to pay him his fees if he were to appear for me. I asked him how much would his fees be. He said fifteen guineas. I pleaded with 2nd Defendant for a reduction and showed him Exhibit "A". 2nd Defendant finally agreed to accept ten pounds. I told him I would give it to him in the morning of the 21st. He said he would have none of that. I told him I had no cash. He asked me whether I could give him a cheque. I said, "Yes, if he would be prepared to accept it". He said, "Yes". I thereupon issued him a cheque for £10 for the 2nd Defendant's professional fees. He then asked me whether I could remember what the case was. I told him it was long ago. I could not remember any detail. He handed me the file and asked me to read my statement. After refreshing my memory I handed back the file to 2nd Defendant and left. On the 21.3.60 the case came up before Mr. Justice Marke. Whilst I was waiting for the case to be called, 2nd Defendant called me to an apartment at the back end of building. He told me Defence Counsel was talking about settlement of the case. He asked me how much I would be prepared to accept. I told him £110. He asked me what about costs. I told him "I had paid £15.15.0d. to Mr.C.B. Rogers-Wright and £10 to you". He said we should make the costs twenty five guineas. We met Mr. Cyrus Rogers-Wright. In my presence 2nd Defendant told Mr. Cyrus Rogers-Wright of the . . . of settlement. 2nd Defendant failed to give me a receipt. Mr.Cyrus

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Legal
Practitioners
Disciplinary
Committee.

Complainant's
Evidence.

No. 5.

Christian
Alphonso
Hollist.

4th August,
1960.

Examination
- continued.

Rogers-Wright agreed to the terms. The case was then called up. We went in. Mr. Cyrus Rogers-Wright applied for an adjournment for the 25th March as he was consulting his principals. The application was granted. On the 25th March the terms of the settlement were made known to the Judge. He recorded them - £110 damages and costs £26.5.0d. As we left Court I enquired of 2nd Defendant when I could expect to get the money. He in turn asked Mr. Cyrus Rogers-Wright. Rogers-Wright told him in two months' time. I further asked 2nd Defendant for my receipt of £10 I paid him on the 19th March. He replied, "You need not worry about that one". On Saturday the 9th April, 1960, I went to 2nd Defendant at his chambers then at Trelawney Street, Freetown. He told me he had not yet received anything from Mr. Cyrus Rogers-Wright. He asked me whether I knew the Insurance Co. concerned. I told him The Royal Exchange. He dialled their No. I spoke with the Agent. All this was done in 2nd Defendant's chambers. 1st Defendant was not there. After finishing the conversation 2nd Defendant told me, "Mr. Hollist, I overheard you telling the Agent of the Insurance Co. of what is due you. The cost of twenty five guineas is not yours". I asked him whose was it "Was it to be paid into Court?" He started to give reasons. I paid him no attention. He did not say to whom the twenty five guineas was to be paid. I again asked him for my receipt. He said, "What do you want to do with my receipt. I won't deny that you gave me £10". He added, "In fact I do not keep a receipt book. I have just come and the Income Tax Authority would begin to be after me". There was another Solicitor at the time in 2nd Defendant's chambers - Mr. Garber. Mr. Garber lost no time in reminding 2nd Defendant that he knew he would be infringing the Ordinance - 2nd Defendant then shouted orders to his clerk. He said, Miss Labor, go to the Bookshop and buy me a receipt and issue one to Mr. Hollist for £10". He gave no particulars. I went away. Before doing so the lady clerk asked me what the £10 was for. I told her, "Ask your boss". I went there next morning to collect my receipt. I met the lady clerk. She informed me 2nd Defendant was in Court. I asked her for my receipt. She told me that receipt books were exhausted at the Bookshop I asked the lady whether they could not be obtained anywhere else. She never answered, she just smiled.

Legal
Practitioners
Disciplinary
Committee.

Complainant's
Evidence.

No. 5.

Christian
Alphonso
Hollist.

4th August,
1960.

Examination
- continued.

Exhibit "B".

Exhibit "C".

Exhibit "D".

Exhibit "E".

Exhibits "F"
and "F1"

Exhibit "G".

I then left. On the 20.4.60 I received a letter from Macaulay & Co., dated 19.4.60. This is the letter - tendered - marked "B". I did not go as requested in Exhibit "B". I replied. This is the reply dated 20.4.60 - tendered marked "C". I received a further letter from Macaulay & Co., dated 29.4.60 - tendered - marked "D". Same day 29.4.60 I went to the chambers of 1st Defendant. 2nd Defendant was not present then. He came subsequently. 1st Defendant, 2nd Defendant and myself went in 1st Defendant's chambers. We all sat - 1st Defendant asked me, "Who told you that your case was with me?" He was then addressing me. I told him that perhaps he had forgotten that he interviewed me in his chambers at Water Street about the case. He further said, "You said this case was passed on to me through circumstances well known to me. What sort of circumstances?" I replied, "Mr. Macaulay I am not here for cross-examination". He retorted, "I wished you were". He then said, "You say you paid £10 to Mr. Short". He then turned to Mr. Short and said, "Did he give you £10?" 2nd Defendant replied, "Yes, the receipt is in the file". 1st Defendant then looked through the file and picked out a receipt and flung it across the table and said to me, "Here is your receipt". I picked it up. This is it No. C.F.8 dated 19.3.60 - tendered - marked "E". He then said, "You say here that Mr. Wright must have given me some money. You must know now that he gave me no money". He told, "Now we are going to charge you", and mentioned a number of items which I cannot now remember. He said, "I am going to prepare your bill - you go outside and wait for me whilst I have it typed". I told him, "Mr. Macaulay, is this what you have called me here for to treat me in that manner?" He then said, "Here is your cheque lying down for £77.19.2d." I told him it would lie there for the next five years until I had satisfaction. I then left 1st Defendant's chambers in disgust. 2nd Defendant was present throughout. The following day I received a letter and enclosures from Macaulay & Co. Letter dated 29.4.60 - letter and enclosure - tendered marked "F" and "F1" respectively. On receipt of Exhibits "F" and "F1" I came to see the M. & R. who was then Mr. Younge. The M. & R. gave me certain advice I acted on it. In consequence I wrote Macaulay & Co. This is the letter dated 4.5.60 - tendered marked "G". Up

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till date I have received no reply. I was invited to the taxation of any bill of costs. I have not been served with any copy of a Bill of Costs. On the 12.5.60 I sent a reminder. This is it dated 12.5.60 - tendered marked "H". I received no reply. I then complained to the Attorney-General. The matter was later referred to this Committee. I have not yet been paid the £58.5.10d. or any part of it.

Legal Practitioners Disciplinary Committee.

Complainant's Evidence.

No. 5.

Christian Alphonso Hollist.

4th August, 1960.

Examination - continued.

10 Adjourned at 5.37 p.m. to 18.8.60 at 2.15 p.m.

C.O.E. Cole,
Chairman.

4.8.60.

No. 6.

COURT NOTES

18.8.60 - All members present except C.S.T.Edmondson.

Complainant present.

20 1st Defendant and Counsel present.

2nd Defendant Short, absent. Sends letter explaining his absence and requests adjournment.

Adjourned further to 24.8.60 at 2.30 p.m.

C.O.E. Cole,
Chairman,
18.8.60.

No. 6.

Court Notes.

18th August, 1960.

24.8.60 - All members present.

24th August, 1960.

Both Defendants present - same representatives as before - Chairman informs 2nd Defendant Short that in view of the evidence of the complainant Chairman is of the view that the 1st charge against him should be amended by the deletion of the words "at the proper time" which appear at the end thereof - 2nd Defendant states "I have no objection".

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Charge amended accordingly.

Complainant S.O.B. in English - Examination-in-Chief continues.

I have deposited with my Bankers the cheque

Legal
Practitioners
Disciplinary
Committee.

No. 6.

Court Notes.

24th August,
1960

- continued.

referred to in Exhibit "F", because I was not sure of the legal implications, if I had returned it to them as in the first instance I had refused to accept it; and if I held on to it became a stale cheque after three months. Before Judge Marke asked whether I was in Court that he had not been properly briefed "At this stage;" Judge then asked whether I was in Court.

COMPLAINANT'S EVIDENCE

Complainant's
Evidence.

No. 7.

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CHRISTIAN ALPHONSO HOLLIST (Continued)

No. 7.

Christian
Alphonso
Hollist

Cross-
Examination.

Cross-Examined by Garber for 1st Defendant -

1st Defendant did say in Exhibit "F" that if I disputed his bill I should take it to M. & R. I did say in Exhibit "G" that I disputed 1st Defendant's bill. I dispute that Defendant has no right to send me a bill and also the items of the bill. I see the last paragraph of Exhibit "G". I wrote it. I do not know that it was 1st Defendant who filed judgment. I was not aware that it was 1st Defendant who put in notice of charge of Solicitors. I had in my possession when I wrote Exhibit "G", Exhibit "F1". Exhibit "F1" contained items of charge of Solicitors and filing judgment. I said I would accept these items because they were discussed at the interview at which both Defendants were present - 2nd Defendant was my Counsel then. Not all of the items in Exhibit "F1" have been discussed at the interview. 1st Defendant did say to me "We are going to charge you thirty guineas for Solicitors fees". There were two or three other items discussed I could not now remember. Nothing was discussed about charge of Solicitors and filing judgment. Neither Defendant showed me any receipts for filing judgment. The only receipt which passed between us was Exhibit "C". I never paid to Mr. Rogers-Wright any money for filing judgment or for charge of Solicitors. My complaint is as to the contents of the bill apart from the items of Notice of charge of Solicitors and filing judgment.

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Cross-Examined by 2nd Defendant --

Legal
Practitioners
Disciplinary
Committee.

Complainant's
Evidence.

No. 7.

Christian
Alphonso
Hollist.

24th August,
1960.

Cross-
Examination
- continued.

Exhibit "J".

When we met on the 7.3.60 you told me that there was no record in the file of any fees having been paid to Macaulay & Co. I told you further that I had paid to Mr. C.B. Rogers-Wright. I never gave you any file. You told me that 1st Defendant had left with you among other files my file. I called to see you in the afternoon of the 7.3.60 at the office of Macaulay & Co. I do not remember you telling me then that there is no record of having paid any fees to Macaulay & Co. I told you I had paid full fees to Mr. Rogers-Wright. You told me no record in file. I then showed you this letter dated 19.11.57 and Exhibit "A" - letter dated 19.11.57 - tendered - marked "J". I did not tell you that there was any arrangement between 1st Defendant and Mr. Rogers-Wright. I did not know on the 7.3.60 of any arrangement between 1st Defendant and Rogers-Wright. I got the information contained in Exhibit "C" about Mr. Rogers-Wright handing over my case to Macaulay & Co. from what you told me on the 7.3.60 in Court. I did say to the Committee at the last meeting that I had already sometime in March 1959 had an interview with 1st Defendant in his chambers about my case. I know on the 7.3.60 that Mr. Macaulay 1st Defendant had something to do with my case and it weighed on me that at that time 1st Defendant was more on the defence. Case adjourned from 7.3.60 to 21.3.60. You told me on the 7.3.60 that 1st Defendant was due to return on or before 21.3.60 and that I was to wait to see what happened. I thought Mr. Rogers-Wright had paid 1st Defendant for this case. You did not tell me that if 1st Defendant did not return before the next hearing and you were to appear I would be called upon to make some payment. You told me that if 1st Defendant did not return before the next hearing and you were to appear I must pay your fees. You did say "If I must appear for you, you must pay my fees". You did not tell me that 1st Defendant told you that if there was no record of any payment in the file and you were to appear you were to ask for some payment. You did not mention anything about fees on the 7.3.60. You did not at any time ask me for consultation fees. You did not at all contact me before the 19.3.60 when I called at your office. I called at your office on the 19.3.60. You did not ask me how much money I was prepared to pay. You said "Well Mr. Macaulay has not turned up. When

Legal
Practitioners
Disciplinary
Committee.

Complainant's
Evidence.

No. 7.

Christian
Alphonso
Hollist.

24th August,
1960.

Cross-
Examination
- continued.

is the case coming up" I told you the 21st. You then said "Well if I must appear you must pay me my fees and you must pay fifteen guineas". I did not pay you fifteen guineas. I discussed the matter with you and the fees of fifteen guineas was reduced to ten pounds. I told you I had no cash with me I would give you the money before the hearing. I told you when I handed you the cheque that you would not be able to cash the cheque that day. That was at 10.45 a.m. You never told me you wanted a cheque. I had to give you a cheque because you were insisting on having your fees. You told me you would accept a cheque. I gave you a cheque. The cheque was drawn in the name of Mr. F.A. Short - not Macaulay & Co. You told me on the 21.3.60 that it would be necessary to subpoena Mr. Williams the Chief Registrar to produce records to show that the driver of Vincent had pleaded guilty. You took me to Mr. Williams to search for the record. You did not say I would have to pay Mr. Williams a guinea. I did not pay any money. I am surprised to hear that you paid Mr. Williams a guinea. You have always admitted receiving £10 from me. I did not say that Mr. Cyrus Rogers-Wright had received the money from the Insurance Co. You and I went to Mr. Cyrus Rogers-Wright in a car and from there to Trelawney Street. I went to the Insurance Co. I left you in your Chambers. I never paid any transport fare. 2nd Defendant was in a car which pulled up by me at junction of Garrison and Wilberforce Streets and Regent Road. I went to your Chambers in Trelawney Street. I did telephone Insurance Co. from your Chambers at Trelawney Street and asked about the cheque for my money. You told me that I was not entitled to the whole. You told me "I overheard you speaking to the Insurance Co. That £25 cost is not yours". I asked him "Whose is it" Should it be paid into Court? You started to make a bit of explanations. I was not interested in them. You told me the "why" and "wherefores". I did not hear you say to me that the money was not mine, that on Mr. Macaulay's return he would have to charge me for the case and that it would then be a matter for Mr. Macaulay and myself. I have since received a receipt for £10. That was handed to me in your presence. I did not tell Macaulay 1st Defendant that you had taken £10 from me as full Counsel's fees. It was not necessary. On the 19.3.60 I showed you Exhibit "A"

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and Exhibit "J". All you said was "If I must appear I must have my fees". You did say on the 19.3.60 that there was no record in the file that Mr. Macaulay 1st Defendant had been paid by Mr. Rogers-Wright. I have paid Mr. C.B.Rogers-Wright for the case and whether or not Mr. Rogers-Wright had paid 1st Defendant for the case and the fact of having paid you £10 were to await the arrival of Mr. Macaulay from England.

Legal Practitioners Disciplinary Committee.

Complainant's Evidence.

No. 7.

10 By the Committee - I did not query the receipt Exhibit "E" because the atmosphere was very heated at the time. By the expression "fees for Disbursement" I understand that to mean that Macaulay & Co., had paid out certain fees. Exhibit "E" was handed to me on the 29.4.60. Apart from the relationship of Mr. C.B. Rogers-Wright and myself we were very friendly.

Christian Alphonso Hollist.

24th August, 1960.

Cross-Examination - continued.

No further questions by Garber for 1st Defendant.

No further questions by 2nd Defendant.

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No. 8.

No. 8.

FRANK HENRY SHAW BRIDGE

2nd witness S.O.B. S. in English. Frank Henry Shaw Bridge. Master & Registrar Supreme Court and custodian of records of the Supreme Court. I have in my custody the Supreme Court records in the Civil Case C.C. 406/57 entitled Hollist vs. Vincent which I now produce - tendered - no objection - marked "K".

Frank Henry Shaw Bridge.

24th August, 1960.

Examination.

Exhibit "K".

No questions by Complainant.

30 No questions by Garber for 1st Defendant.

No questions by 2nd Defendant.

Case for the Complainant closes.

Adjourned at 4.50 p.m. to 25.8.60 at 3.15 p.m.

C.O.E.Cole, Chairman,
24.8.60.

25.8.60 - All members present.

25th August, 1960.

Both Defendants present - same representation as before.

Complainant also present.

40 Secretary in attendance.

Legal
Practitioners
Disciplinary
Committee.

FIRST DEFENDANT'S EVIDENCE

No. 9.

BERTHAN MACAULAY

First
Defendant's
Evidence.

1st Defendant S.O.B. S. in English -

No. 9.

Berthan
Macaulay.

25th August,
1960.

Examination.

Berthan Macaulay, Barrister and Solicitor of the Supreme Court of Sierra Leone. I have Chambers at 3, Upper Street, Freetown and 27 Tinkonko Road Bo. I have heard the evidence of Complainant in support of the allegation made against me. Speaking for myself I have very little to say. I agree substantially with what Complainant has said. All I wish to add is that when I called Complainant to my office some time in March last year, it was to confirm what Mr. C.B. Rogers-Wright then Barrister and Solicitor had told me. I told Complainant what Mr. Rogers-Wright told me - that he Mr. Rogers-Wright had told him Complainant that he was handing two cases over to me and that he Complainant had agreed. What Complainant said about the rest of that interview is substantially correct. Complainant did not say to me that Mr. Rogers-Wright had received monies from him. As regards the interview at my Chambers at which 2nd Defendant was present Complainant has given the impression that I appeared to be cross. By the time Complainant came to my office I was extremely vexed. Complainant had written me a letter which I considered offensive - Exhibit "C". I was offended because of paragraph 3 of Exhibit "C". Apart from that what Complainant said in evidence that occurred at this interview is substantially correct. I copied Exhibits "F" and "F1" to the M. & R. which he signed for on 30.4.60. Complainant wrote me Exhibit "G" to say that the M. & R. had advised him to ask me to tax my bill of cost. The M. & R. who received copy of my letter did not write to me about that and in any case I found it very hard to believe that M. & R. would give Complainant any such advice. If he felt my charges were not reasonable let Complainant ask M. & R. what he thought about it. If M. & R. told him my charges were not reasonable Complainant could apply for taxation. From my point of view that was the end of the matter. That is the position as it is today. I don't know why I have been called before this Committee. Complainant has not applied for an order to tax and I have refused to tax. If I may express my personal view I was entitled to keep

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Legal
Practitioners
Disciplinary
Committee.

First
Defendant's
Evidence.

No. 9.

Berthan
Macaulay.

25th August,
1960.

Examination
- continued.

the sum £136.5s. which sum until such time as complainant agreed to my bill or had an order for taxation thereof. 2nd Defendant was working with me helping me in my office as a Solicitor, not as a partner and I sometimes instruct him as Counsel and paid him for it. I also paid him for the work he did for me as a Solicitor. 2nd Defendant had full authority to sign letters on behalf of Macaulay & Co., the name under which I practice.

10 He had full authority to do everything I do myself with the exception of signing my cheques. I left Freetown sometime in February this year for England. I left 2nd Defendant in charge of my office and practice. I gave him certain instructions. Instructions were not in writing. I gave him certain files some of which I told him to appear as Counsel and I would pay him his fees as Counsel on my return, and there was another set of files which I handed over to him with strict instructions that if the clients call at the office

20 he was to ask them to make same payment of monies and that on no account should he appear as Counsel in any of the cases unless money had been paid. I also told him that when I came back I would expect him to give me an account of all monies he received and then I would pay him his Counsel fees for appearances he made in those cases. Amongst this second set of files was Complainant's. He had not paid a penny towards me. I returned from England

30 about 25.3.60 and 2nd Defendant handed me all my files with his notes in them as to what he had done together with a note in each and every one of them as to what monies he had received. Amongst these was Complainant's file with a note "19.3.60 £10 paid". 2nd Defendant told me that Complainant told him, 2nd Defendant, that he had paid some money to Mr. Rogers-Wright and he had told Complainant that had nothing to do with us, and he had informed Complainant that he was not to appear

40 at all as Counsel until money had been paid. He told me of other things he had done in connection with Complainant's case. He added that he found in difficulty as there was no note in the file that Mr. Rogers-Wright had been paid any money for the case. He told me he had not issued a receipt to Complainant because he did not know whether I had received any money. He said he had told Complainant to await my return and that Complainant had agreed. I gave instructions after 2nd Defendant

50 and I had settled accounts to make a receipt from

Legal
Practitioners
Disciplinary
Committee.

First
Defendant's
Evidence.

No. 9.

Berthan
Macaulay.

25th August,
1960.

Examination
- continued.

Cross-
Examination.

Macaulay & Co., on the note which was in the file of Complainant - made by 2nd Defendant - I told her to issue receipt as fees for disbursements - she did. At the interview at which 2nd Defendant was present I told Complainant that he had paid the sum of £10 to 2nd Defendant in my absence and handed my receipt to him for the amount. It is true that at the time the atmosphere was heated. He never mentioned to me about 2nd Defendant having been paid £10 as Counsel's fees. The first time I heard about this allegation was when I received Affidavit. I consider the allegation most unfair.

Cross-Examined by 2nd Defendant -

I have not got the file here in which your note is. It indicated that £10 had been paid.

Cross-Examined by Complainant -

You did not by any means solicit my Professional Services. A client is entitled to know if his case changes hands. I deny that the interview on the first occasion lasted about 3 minutes. I deny that the only question I asked you was "How much are you prepared to accept in case of a settlement". I did ask you that question. You did say that you had told Mr. Rogers-Wright that you were prepared to accept £110. I did say to you that you would hear from me. I deny that the interview closed at that stage. I did not write you or contact you at all after that. I agree that the first time I had any contact with you after this was when Exhibit "B" was written - dated 19.4.60. Exhibit "D" was written on my instructions. I do not know that 2nd Defendant received £136.5.0d. on your behalf. I received it. It was handed to me by Mr. Cyrus Rogers-Wright. I do not agree with your suggestion that you have no dealings with me but with 2nd Defendant. The item relating to 3 appearances before the Court is correct because I have looked at the record and it corresponds with same. The date on Exhibit "E" 19.3.60 represents date of payment. By the Committee - Mr. Rogers-Wright handed me Complainant's case file he said there was not much money in it but it was a case I would certainly win and I would get my costs. I said how would I get in touch with Complainant. He told me he had already informed Complainant that he was handing his case

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over to me and that Complainant had agreed. He added that he had told Complainant that I would be getting in touch with Complainant. I did not ask Mr. Rogers-Wright had paid him any money. I did not ask because by the way he spoke I knew I would get my costs. When I had the first interview I did not ask Complainant whether he had paid Mr. Rogers-Wright any money. If I had known that Complainant had paid £15.15.0d. to Mr. Rogers-Wright I would have demanded from Complainant but only as from the date I took over I would not have considered it proper to take money for work done before that date. I would have considered it quite proper to have demanded Counsel's fees if I have not received the Counsel's fees from Mr. Rogers-Wright. If I had known that Counsel's fees had been paid by Complainant to Mr. Rogers-Wright I would have still charged Counsel's fees. I would have done so because from the moment Complainant came to my office and confirmed that he had agreed at the suggestion of Mr. Rogers-Wright to the taking over of the conduct of the case I regarded myself as entering into a fresh new and independent agreement from that which he had made with Mr. Rogers-Wright. From that moment became responsible for my fees and not Mr. Rogers-Wright. I would advised Complainant to get his money from Mr. Rogers-Wright.

Legal
Practitioners
Disciplinary
Committee.

First
Defendant's
Evidence.

No. 9.

Berthan
Macaulay.

25th August,
1960.

Cross-
Examination
- continued.

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Q. If this is the position why did you not inform Complainant at the first interview?

A. When I looked at the file there was some negotiation then pending between Mr.C.B.Rogers-Wright and Mr. Cyrus Rogers-Wright as to a possible settlement out of Court. If that had come through all I would have been able to get Complainant was the Solicitor and client's cost whether that was coming through or not I did not know. I was not in a position to charge Solicitor and Clients cost.

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I consider the present position a settlement in Court within the Supreme Court Rules. The Notice of trial did not arrive in my office until I was in England. The payment I asked Mr. Short 2nd Defendant to demand was in respect of my costs. When I got Complainant's file the case had been entered for trial. When I got the file there was no more papers to be filed except after judgment.

Q. What exactly do you mean when in Exhibit "B"

Legal
Practitioners
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Committee.

First
Defendant's
Evidence.

No. 9.

Berthan
Macaulay.

25th August,
1960.

Cross-
Examination
- continued.

you referred to Mr. Short's cheque although he was not a partner?

A. In the first place at that time 2nd Defendant was in fact not carrying any independent practice of his own.

The cheque Mr. Cyrus Rogers-Wright gave me for the sum of £136.5/- was made in name of F.A. Short.

Mr. Short had to make out the cheque for £77.19.2. because at that time Macaulay & Co., had no bank account in Freetown and Complainant was in urgent need of his money. 10

At the second interview I know that £15.15.0d had been paid to Mr. Rogers-Wright.

If in fact 2nd Defendant saw Exhibit "A" and in spite of that charged fresh Counsel fees he would be entitled to do so. It would be most improper for 2nd Defendant to charge Counsel's fees after my instruction. In this particular case I did not tell Complainant what amount to ask for. Although I would not like to swear to it but I think I asked him to ask for not less than £15.15.0d. I queried 2nd Defendant because he took £10 deposit. There was nothing to prevent 2nd Defendant to have issued a receipt for the amount of £10 there then. There was not a dearth of receipt books in my office at the time. Although there was heat of temper at the second interview I did not bully him although it was not pleasant. I agree that about the time the Complainant's case was handed over to me he had been struck off the rolls. 20 30

Q. Do you say that if for one reason or another a legal practitioner who has been paid full fees cannot do a case and hands it over to another legal practitioner to do that case for him that other legal practitioner can charge the client fresh fees?

A. If the legal practitioner by handing over the case intends to divest himself of any interest qua legal practitioner in the proceedings then it would be professional misconduct on his part if he does not take steps within a reasonable time to have his name removed from the proceedings. 40

If he does not intend to divest himself of his interest in the proceedings then he can only ask another legal practitioner to act either as Counsel

or his agent in which case if the latter were to ask for remuneration from the client it would be professional misconduct on his part. There was correspondence between Macaulay & Co., and the Insurance Co's Solicitor. Mr. Cyrus Rogers-Wright I did tell the Committee in another case that it was my practice to ask for a deposit for costs as soon as I am instructed by my client to act. I did not do so in this case because it came to me already ripe for trial.

Legal Practitioners Disciplinary Committee.

First Defendant's Evidence.

No. 9.

Q. In what capacity was Mr. Short 2nd Defendant acting during your absence for Macaulay & Co.?

Berthan Macaulay.

A. As Agent -

25th August, 1960.

By Complainant - I did not tell you anything about fees the first interview. If a Client is not satisfied with a legal practitioner to whom a Client's case had been handed he can withdraw his case. It is true that you confirmed my statement to you that Mr. Rogers-Wright has handed your case to me.

Cross-Examination - continued.

No further questions by Garber for 1st Defendant.

No further questions by 2nd Defendant.

Case for the 1st Defendant

SECOND DEFENDANT'S EVIDENCE

Second Defendant's Evidence.

No. 10.

FREDDIE ALFRED SHORT

No.10.

2nd Defendant S.O.B. S. in English -

Freddie Alfred Short.

Freddie Alfred Short, Barrister-at-law and Solicitor of the Supreme Court of Sierra Leone. I have offices at 13, Trelawney Street, Freetown. I have the evidence given by Complainant in support of the charges preferred against me. Some-time in February this year 1st Defendant left for the United Kingdom and left certain files with me with certain instructions. One of those files was that of case of Hollist vs. Vincent. 1st Defendant told me not to appear unless some monies were paid. On the 6.3.60 the clerk Rosenior brought in a notice of hearing of that case. It was late in the afternoon. I asked him if he knew Mr. Hollist's address. He said yes. I asked him to call on Mr. Hollist that evening and tell him that

Examination.

Legal
Practitioners
Disciplinary
Committee.

Second
Defendant's
Evidence.

No.10.

Freddie Alfred
Short.

25th and 26th
August, 1960.

Examination
- continued.

the case was coming up the next morning and I would like to see him in the precincts of the Court. I told him that I had looked through the file and I had found no note by 1st Defendant of any payment by him. Complainant proceeded with some long explanation about C.B. Rogers-Wright having handed the case to 1st Defendant and that he had paid Mr. C.B. Rogers-Wright. I had seen Mr. Cyrus Rogers-Wright in the interim and he had told me he was not prepared to go on with the case and he would ask for an adjournment. He asked me whether I will object. I said No. We went in. An adjournment was sought for by Mr. Rogers-Wright and case adjourned to 21.3.60. I told Complainant to call at the Chambers of Macaulay & Co., that afternoon to see me. He called. I told him that unfortunately his case was one of those which Mr. Berthan Macaulay told not appear unless some money was paid. He then produced a letter from Mr.C.B. Rogers-Wright, Exhibit "J" He also produced Exhibit "A" to confirm that he had paid Mr. C.B. Rogers-Wright fifteen guineas. He further stated that there was an arrangement between Mr. C.B. Rogers-Wright and 1st Defendant. I do not quite remember what words he used but he left me with the impression that Mr. Rogers-Wright had paid 1st Defendant some money. I explained to him my difficulty in the circumstances. I said if in fact he had paid Mr. C.B. Rogers-Wright for this case and Mr. Rogers-Wright had paid 1st Defendant then I was in a difficulty about the instruction 1st Defendant had left about payment of money. I then said to him that in view of the fact that the case was adjourned to the 21.3.60 and 1st Defendant was expected to be in Freetown in or about the 21.3.60 he should wait until 1st Defendant returned when they would sort out the question of payment. Complainant left. On 19.3.60 Complainant called at my office and said that since he had not heard from me and case was coming up on the 21st he had called to find out what the position was - I told him that unfortunately Mr. Macaulay had not returned as was expected. In the circumstances I would not appear in Court on the 21st unless some money was paid. He asked me how much, I said anything fifteen guineas or something of the sort. Both on the 6.3.60 and 19.3.60 the interview with Complainant was in the office of Macaulay & Co. Complainant started again about this payment to Mr. Rogers-Wright. He offered £10. I said yes it did

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not matter, he would be having an opportunity within the next few days of discussing the whole matter with 1st Defendant. He said he had no cash on him at the time and that it was too late to cash a cheque at the Bank. I told him I would rather have his cheque which he then gave. I immediately wrote on a sheet of paper in his file "Interview with Client 19.3.60 Client pays £10". I initialled it and filed it.

Legal
Practitioners
Disciplinary
Committee.

Second
Defendant's
Evidence.

No.10.

Freddie Alfred
Short.

25th and 26th
August, 1960.

Examination
- continued.

26th August,
1960.

Exhibit "L".

10 Adjourned at 6 p.m. to 2.30 p.m. on 26.8.60.

C.O.E. Cole, Chairman.

25.8.60.

26.8.60. All members present.

Same representation as before

Both Complainant and Defendants present.

2nd Defendant S.O.B. S. Examination-in-Chief continues - I have now seen the sheet of paper I referred to in my evidence yesterday. I now say that I did not initial it. This is it - tendered marked "L". At that time I was expecting 1st Defendant back in Sierra Leone on the 21st March the latest. He did not return on the 21st and so I had to appear in Court. After some discussion on the case with Mr. Cyrus Rogers-Wright out of Court he said he would appear for a further adjournment with a view to settle the case. An adjournment was granted to the 25.3.60. Mr. Rogers-Wright invited me to a conference to settle the terms. I told him I would like Complainant to be present. I invited Complainant to conference. I advised him on what he should accept. We agreed on £110 and 25 costs.

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On our way out of Mr. Cyrus-Rogers-Wright's Office Complainant enquired how soon he would get the money. I asked Mr. Cyrus Rogers-Wright who replied "in a week or two week's time" I cannot now remember. I then went back to Chambers of Macaulay & Co., alone. On a Saturday later Complainant came to see me at No.3 Upper East Street, Freetown. Complainant and I spoke. He said he had heard that the Insurance Co. had paid Mr. Cyrus Rogers-Wright the money and he was worried why he had not sent me the money. He appears furious. I took him in a taxi to Mr. Cyrus Rogers-Wright's Chambers, and there he made quite a scene in the presence of witnesses whom I could name - Mrs. Mazie

Legal
Practitioners
Disciplinary
Committee.

Second
Defendant's
Evidence.

No.10.

Freddie Alfred
Short.

25th and 26th
August, 1960.

Examination
- continued.

Hyde Foster - I had to pacify Complainant. Mr. Cyrus Rogers-Wright was not there. I had opened my Chambers at 13 Trelawney Street on 1.4.60. I took Complainant there. He was persistent about his allegation that Mr. Cyrus Rogers-Wright having received the money. On my suggestion he spoke to the Insurance Co. over my telephone. Whilst he was speaking I heard him say "What about my money" and referred to the whole amount. After he had finished speaking I said to Complainant "Mr. Hollist I overheard you referring to this whole amount as your money. That is not quite accurate". He asked "whose money is it?" I proceeded to explain. I told him that in a matter like this he would have to await the return of Mr. Macaulay 1st Defendant who would determine what proportion would go to him and what would go to Mr. Macaulay". He was about going out when he turned round and said "Well Mr. Macaulay has still not returned what about my receipt". I then said "Mr. Hollist stop this talk about a receipt. I had told you before to await Mr. Macaulay's return. Do you think I would ever deny receiving £10 from you. In any case you paid by cheque". Complainant then left. I do not now remember whether I gave him a lift to the Insurance Co. After that I believe Complainant made one or two more visits enquiring about his money. After Complainant left I was very convinced about Complainant's allegation concerning Mr. Rogers-Wright having received the money. I went to the house of Mr. Cyrus Rogers-Wright at Wilkinson Road. He was not there, so I came back to Mr. Wright's office. I met him there. I told him that Complainant had made a lot of fuss about his money. Wright told me money had not yet come. The Insurance Co., was waiting for confirmation from Accra. I told this to Complainant when he called on me subsequently. 1st Defendant returned to Freetown sometime about end of March or April. I cannot now remember. I had arranged the files in the order in which he left them with me. As he looked through we discussed my notes on each file. In the case of Hollist vs. Vincent I told 1st Defendant what had happened with a special reference to the following (1) that Mr. Hollist had said that he had paid Mr. C.B. Rogers-Wright £15.15.0d for the case and (2) that he thought Mr. C.B. Rogers-Wright must have paid 1st Defendant for the case but in view of the absence of a note of either

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fact in the file and in view of the fact that he had told me to ask for some payment for the case that I have asked for fifteen guineas but had accepted his offer of £10, that I have not given a receipt to Mr. Hollist but had advised him to wait the return of 1st Defendant so that between them they could sort out these things and Complainant had agreed. 1st Defendant did not appear to like the mention of £10. I told him I did not know what to do in the circumstances that I had consulted his managing clerk Mr. Rosenior who had told me that he knew of the matter as he was working with Mr. C.B. Rogers-Wright at the time and that he Mr. Rosenior had advised me to accept in pending the return of 1st Defendant. I then accounted for the £10 to 1st Defendant. He then called his clerk Miss Davies, gave her the file with my note, Exhibit "L" and told her to make out a receipt for Complainant and stick it in the file. We went through other files and I then left. Later on I went to see Mr. Garber, Barrister-at-law at his Chambers in the same building as those of 1st Defendant. 1st Defendant told me there that Complainant was coming to see him that afternoon and that he was going to prepare his bill. He told me he had received a cheque from the Royal Exchange Insurance made out in my name. I said to 1st Defendant that I would come and see how he would prepare the bill. I saw him prepare the bill and 1st Defendant explained each item to me. Complainant was not there at the time. He told me to issue out a cheque for Complainant for £77.19.2d. I did so. I also made out another cheque for the balance less £31.10.0d. my Counsel's fees. I then paid the Insurance Co's cheque into my account. Mr. Hollist was sent for. He went into 1st Defendant's office. 1st Defendant offered Complainant a chair. 1st Defendant said "I understand that you say Mr. Rogers-Wright paid me for the case - Well know this I receive no payment from Mr. Rogers-Wright. If you dispute it you may refer the matter to him as that is a matter between you two. Mr. Short has told me that you paid £10 I am adding the £10 to the total amount of £136.9.0d. and went through the bill. 1st Defendant then handed Complainant a receipt and said "Here is your receipt" While he did so Complainant was saying things like "You were briefed by Mr. Rogers-Wright. You must have been properly briefed" and things of the like. 1st Defendant also gave

Legal
Practitioners
Disciplinary
Committee.

Second
Defendant's
Evidence.

No.10.

Freddie Alfred
Short.

25th and 26th
August, 1960.

Examination
- continued.

Legal Practitioners Disciplinary Committee.

Second Defendant's Evidence.

No.10.

Freddie Alfred Short.

25th and 26th August, 1960.

Examination - continued.

Complainant the cheque for £77.19.2d. which Complainant refused to accept. Then 1st Defendant said "Look Mr. Hollist I am being quite fair with you if you wait outside I will get this bill typed out and I will give you a copy". Both voices were raised. 1st Defendant added "If you feel dissatisfied with the bill take it to the Master. As a matter of fact I will forward the bill to the Master and Registrar and he will tell you whether my bill was fair or not". Tempers rose and Complainant left without taking the cheque. 1st Defendant told me he was drafting a letter then to Complainant and he would forward a copy to M.& R. I left subsequently. The following week I was going to the robing room in the Law Courts. I called in to see the M. & R. Mr. Garber was there. I discussed the matter with Mr. Younge the then Acting Master and Registrar. He told me he had received the bill and had advised Complainant to have the bill taxed if he did not feel satisfied. As result of what the Master told me I went away quite satisfied.

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Cross-Examination.

Cross-Examined by Garber for 1st Defendant -

The instructions about Hollist vs. Vincent case were not peculiar to that case. I have here the file of Bishop Cole and another vs. Halloway which 1st Defendant gave to me and which came from Mr. C.B. Rogers-Wright. It was one of the files 1st Defendant left with me before he went to England. He told me "I am not charging any fees in this matter because the people are poor and I agreed to do the case. This is the file - tendered - marked "M". I did that case in 1st Defendant's absence and obtained judgment by consent for £100. I see in Exhibit "M" a bill marked 'M'.

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Exhibit "M".

Cross-Examined by Complainant -

I made Exhibit 'L' immediately after you paid me. I do not think I called Rosenior and sent him to cash the cheque. It might be correct as you suggest that you took Mr. Rosenior in your car to the bank. It was at No.3 Upper East Street, that you met me not by D.K.G. junction of Regent Road and Garrison Street. When I took you to Mr. Rogers-Wright's office I told you to behave as rudely there to me as you have already behaved to me. So as to justify my going to Rogers-Wright office. I deny your suggestion that you left me

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in Mr. Rogers-Wright's office, we left together. I deny that I met you later that day by the Community Centre building. I dissuaded you from going to the Chief Justice. I advised you to make enquiries from the Insurance Co. I did not say as you suggest that if I issued a receipt from Macaulay's receipt book it would reflect on Mr. Macaulay's earnings where as the ~~sic~~ was going into my pocket. I did mention income tax. What I said was this - Having agreed to wait for Mr. Macaulay's return you cannot come here to 13, Trelawney Street to ask me for a receipt here for money payable to Mr. Macaulay - I said I have just moved over and income tax people would be after me. I have not got here the counterfoil of the cheque for £77.19.2d. I was briefed by Macaulay & Co., to appear for you that was why the cheque was handed you by 1st Defendant. You know very well that I was appearing for Macaulay & Co., and I told you so on the 6th March that I would be appearing for Macaulay & Co. I am not in a position to tell the Committee I had to undergo and support those disbursements with receipts. I recounted two to 1st Defendant. I took you to the Chief Registrar - Mr. Williams - Mr. Williams was called to give evidence but he did not give evidence.

By the Committee - As regards Exhibit "M". I appeared in Court once when I told the Judge the case was settled. Macaulay & Co., entered the case Exhibit "M" for trial. The judgment in this case was for £100. I did not tell the Court in this case that I was appearing for 1st Defendant. The cheque for £10 was issued in 1st Defendant's office. I did not have general instructions to do everything Mr. Macaulay did. There were considerations which prevented me issuing a receipt on the 19th March. There were -

(1) Mr. Macaulay was due 2 days after the payment was made

(2) Mr. Hollist was saying that he ought not to have been asked to pay this £10 or any money at all because he had already paid Mr. C.B. Rogers-Wright for the case and Mr. Macaulay had been paid ~~sic~~ Rogers-Wright.

No subpoena was issued on Mr. Williams the Principal Registrar. It was too late. I had no receipt for the £1.1.0d. I paid to Mr. Williams. The £1.1.0d. is not shown in the bill Exhibit "F1".

Legal Practitioners Disciplinary Committee.

Second Defendant's Evidence.

No.10.

Freddie Alfred Short.

25th and 26th August, 1960.

Cross-Examination
- continued.

Legal Practitioners Disciplinary Committee.

Second Defendant's Evidence.

No.10.

Freddie Alfred Short.

25th and 26th August, 1960.

Cross-Examination - continued.

Complainant was not debited with the guinea - "CF 8 19.4.60" on Exhibit "L" has nothing to do with me. I had nothing to do with the assessment of Counsel's fees -

Q. In what capacity did you yourself think you were acting in respect when Mr. Macaulay left for England

A. In Court Counsel, outside as Agent.

There was a clerk when I received the £10. It did not occur to me to give a temporary receipt. I never received the £10. I never received the £10 as Counsel's fees.

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By Garber for 1st Defendant -

As far as I know 1st Defendant did not receive any fees except out of pocket expenses in the case of Bishop Cole and another vs. Halloway.

By Complainant -

I did not say to the Judge in open Court that I had not been properly briefed.

By the Committee -

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Before I went into Court on the first occasion I did say to Complainant that he had to pay some money and if he did not pay I would not appear. When I appeared in Court on the first occasion no money had yet been paid. I had a lady clerk sometime in April. I don't think that I had a lady clerk on or about the 9th April 1960. I never asked any lady clerk of mine to issue any receipt for £10.

Case for the 2nd Defendant.

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No.11.

Complainant's Address.

26th August, 1960.

No. 11.

COMPLAINANT'S ADDRESS

Complainant addresses Committee -

My case is a straightforward one in which I engaged 2 Counsel on their respective demanded fees. They did this job well. 1st Defendant states case quite ripe for trial. C.B. Rogers-Wright did all that was possible. Everything was working quite smoothly between 2nd Defendant and I. The picture changed when 1st Defendant came in the scene. If 1st Defendant had hinted at the

10 time he asked me to interview him at Water Street that he was my Counsel any immediate reaction would have been to withdraw my case from him. 1st Defendant said that paragraph 3 of Exhibit "G" annoyed him that he was boiling mad. 1st Defendant said he did not bully me. A mad man boiling mad could not account for his actions, should not be believed. 2nd Defendant was very gentle and polite in his dealing with me. 1st Defendant left me with the belief that he is high and mighty and above board - and as such he could treat members of the public in any manner he wishes. My impression is that both Defendants were all out to cheat me. I rely on the documents tendered in evidence and pray for protection and justice from this Committee.

Legal Practitioners Disciplinary Committee.

No.11.

Complainant's Address.

26th August, 1960

- continued.

No. 12.

ADDRESS FOR FIRST DEFENDANT

Mr. Garber addresses -

20 Complainant admits that 1st Defendant was not entitled to as much as he had charged in his bill. This is a matter entirely for taxation. 1st Defendant on his own initiative has invited Complainant to have 1st Defendant's bill taxed before the M.& R.

Refers to Section 32 of Cap. 117 -

30 The amount of £58.5.10d. is properly retained by 1st Defendant as the divisible portion of the sum of £136.5.0d. received by him through his exertion for the Complainant over which he had a lieu in respect of his ascertained costs of £58.5.10d. If Complainant has any remedy at all it is one of either proceeding under Section 32 of Cap.117 or suing 1st Defendant to recover the £58.5.10d. and 1st Defendant may then be given the opportunity of putting in a counterclaim or set off. The evidence clearly shows that the relationship of Solicitor and client exist between 1st Defendant and Complainant.

No.12.

Address for First Defendant.

26th August, 1960.

Legal
Practitioners
Disciplinary
Committee.

No. 13.

ADDRESS BY SECOND DEFENDANT

Mr. Short addresses -

No.13.
Address by
Second
Defendant.
26th August,
1960.

As regards Charge 1 when Complainant paid in the circumstances he alleged - I was motivated by the best intentions on Complainant's behalf. Complainant was entirely satisfied with arrangements. I did not ask Complainant to pay any fees. I did not contact Complainant until 19.3.60.

Section 13(1)(a) of Cap.117 applies where there was a settled intention to withhold a receipt from a client - Section does not state when a receipt should be given. In the case of an agent receiving money for a disclosed principal and saying to that person who pays wait until the principal comes he will clear the difficulties mentioned, does not come within the provision of Section 13(1)(a) of Cap.117. The section did not say when the receipt should be given. Submits that proper interpretation of Section 13(1)(a) is that receipt should be given within a reasonable time. In this case a receipt was in fact given by the principal and it was given within a reasonable time. 10 20

Charge 2 - If evidence of 1st Defendant is accepted and it should be accepted the plea is one of non est factum. Fees for disbursements include Counsel fees. Refers to O.65 r. 27(29)(b) Annual Practice 1952 ed. Definition of Disbursements Refers to P/N.66 of 1958 Supreme Court Rules. Provision if made for Counsel's fees under Solicitors Costs. The giving of the receipt was neither any act nor did I concur in the endorsement thereon. 30

As regards Count 3 relies on the legal argument of Mr. Garber in the address of

It has never been Mr. Hollist's complaint that a receipt was never given nor that I gave him a fictitious receipt - refer to address of Complainant when he said that everything was going on smoothly before 1st Defendant came into the picture. He also added that I always admitted receiving £10 from him. 40

If evidence of Complainant as to how the £10 was paid since the deduction of £58.1.0d. was made by the Solicitor's Macaulay & Co., because it has never been represented to them that Counsel's fees

were paid. There was no representation because disbursements include Counsel's fees. I endorse the proposition of law stated by

Legal Practitioners Disciplinary Committee.

As regards the question of payment of double Counsel's fees Mr. Garber states that as a general proposition where one Solicitor who has been paid Counsel's fees hands over a case to another Solicitor with the Client's consent a privity of contract is created and the other legal practitioner is entitled to enter into a fresh contract with the client in respect of fees. In my view I would regard it as professional misconduct if the 2nd legal practitioner receives fees for the same case from the former legal practitioner and then went on to charge fees from another legal practitioner.

No.13.

Address by Second Defendant.

26th August, 1960

- continued.

C.A.V. adjourned to 1.9.60 at 2.30 p.m.

C.O.E. Cole, Chairman.

26.8.60.

20 1.9.60. All members present

Findings of the Committee considered.

C.O.E. Cole, Chairman.

1. 9.60.

1st September, 1960.

No. 14.

REPORT OF THE LEGAL PRACTITIONERS DISCIPLINARY COMMITTEE.

No.14.

Report of the Legal Practitioners Disciplinary Committee.

(1) IN THE MATTER OF MR. BERTHAN MACAULAY
A LEGAL PRACTITIONER

- and -

2nd September, 1960.

30 IN THE MATTER OF A COMPLAINT BY C.A.
HOLLIST.

(2) IN THE MATTER OF MR. FREDDIE A. SHORT
A LEGAL PRACTITIONER

- and -

IN THE MATTER OF A COMPLAINT BY C.A.
HOLLIST

Legal Practitioners Disciplinary Committee.

REPORT OF THE LEGAL PRACTITIONERS DISCIPLINARY COMMITTEE

The charge against the 1st Defendant Mr. Berthan Macaulay before the Committee is as follows:-

No.14.

Report of the Legal Practitioners Disciplinary Committee.

2nd September, 1960

- continued.

"That you being a registered Legal Practitioner of the Supreme Court of Sierra Leone and acting as Legal Practitioner in the Supreme Court Case of C.A. Hollist versus B.E. Vincent No.406/1957 you committed an act of professional misconduct in that you improperly retained the sum of £58.5.10d. out of the sum of £136.5.0d. received by you as Solicitor for the said C.A. Hollist in the said matter".

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Those against the 2nd Defendant Mr. F.A. Short are as follows:-

"1. That you being a registered Legal Practitioner of the Supreme Court of Sierra Leone having received Counsel fees of £10 charged by you on the 19th day of March, 1960, from Mr. C.A. Hollist to represent him in the Supreme Court case of C.A. Hollist versus B.E. Vincent' No.406/1957 you failed to give a receipt at the proper time contrary to Section 13(1)(a) of the Legal Practitioners Ordinance (Cap.117).

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2. That you being a registered Legal Practitioner of the Supreme Court of Sierra Leone having received fees of £10 on the 19th day of March, 1960 from Mr. C.A. Hollist as Counsel fees, to represent him in the Supreme Court Case of 'C.A. Hollist versus B. E. Vincent' No. 406/1957 you committed an act of professional misconduct in that you issued or caused to be issued to the said Mr. C.A. Hollist a fictitious receipt for the said £10 on the 29th day of April, 1960, stating that the amount was for "fees for disbursements".

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3. That you being a registered Legal Practitioner of the Supreme Court of Sierra Leone having been briefed by Mr. C.A. Hollist to represent him in the Supreme Court Case of 'C.A. Hollist versus B.E. Vincent' No. 406/1957 you committed an act of professional misconduct in that you concurred with Mr. Berthan Macaulay a registered Legal Practitioner of the Supreme Court of Sierra Leone

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"to improperly retain the sum of £58.5.10d. out of the sum of £136.5.0d. received by him as Solicitor for the said C.A.Hollist in the said matter".

On the 24th August, 1960 the Committee amended the first charge against the 2nd Defendant by the deletion of the words "at the proper time" which appear therein.

10 The persons who gave evidence before the Committee were :-

- Mr. Christian Alhponso Hollist (the Complainant)
- Mr. Frank Henry Shaw Bridge
- Mr. Berthan Macaulay - the 1st Defendant
- Mr. Freddie Alfred Short - the 2nd Defendant.

The Complainant was not represented. The 1st Defendant was represented by Mr. M.R.O. Garber and the 2nd Defendant appeared in person.

20 Before the hearing began both 1st Defendant Macaulay and 2nd Defendant Short agreed that the charges against them be dealt with together.

The Committee having carefully considered the evidence and the submissions made before it have unanimously made the following findings:-

1. That the sum of £15.15.0d. was paid by the Complainant to Mr. C.B. Rogers-Wright as full payment of Counsel fee for the case of Hollist vs. Vincent.
- 30 2. That the case was handed over by Mr. C.B. Rogers-Wright to Mr. Berthan Macaulay for Macaulay & Co., to continue.
3. That at the time the case was handed over Mr. C.B. Rogers-Wright could not practice as a Barrister and Solicitor as he had then been struck off.
4. That at the time the case was handed over the case was ripe for hearing.
- 40 5. That 2nd Defendant Mr. Short subsequently demanded money from the Complainant and was paid an agreed sum of £10 in respect of the case.
6. That the sum of £58.5.10d. was retained and is still retained by 1st Defendant.

Legal Practitioners Disciplinary Committee.

No.14.

Report of the Legal Practitioners Disciplinary Committee.

2nd September, 1960

- continued.

Legal
Practitioners
Disciplinary
Committee.

No.14.

Report of
the Legal
Practitioners
Disciplinary
Committee.

2nd September,
1960

- continued.

7. That 2nd Defendant demanded and received the £10 from Complainant as Counsel fee. Committee believes the Complainant and accept his evidence and does not believe either 1st Defendant Macaulay or 2nd Defendant Short.
8. That 2nd Defendant did not give a receipt for the £10 he received from Complainant and therefore violated the provisions of Section 13(1)(a) of the Legal Practitioners Ordinance, Cap.117. The Committee finds the 1st charge against 2nd Defendant Short proved and that it amounts to professional misconduct. 10
9. As regards the 2nd Count against the 2nd Defendant, the evidence discloses that 2nd Defendant, as he himself swore "accused to the 1st Defendant for £10 - He (1st Defendant) then called his clerk Miss Davies - gave her the file with a note Exhibit "L" and told her to make out a receipt for Complainant and stick it in the file". 20
2nd Defendant further swore "I saw him (1st Defendant) prepare the bill and 1st Defendant explained each item to me".
The bill Exhibit "F1" contained the following item - "1. Deposit paid - c.f.8 of 19/4/60 - £10.0.0d". This entry relates to the receipt Exhibit "E".
Furthermore 2nd Defendant was present when Exhibit "E" the receipt was given to Complainant. 2nd Defendant was in a position to have known the contents of Exhibit "E" and did nothing to correct it. In view of the finding of the Committee that the £10 was paid by Complainant to 2nd Defendant as his Counsel fee the Committee finds that the receipt Exhibit "E" was to say the least incorrect and misleading and that 2nd Defendant was a party to its issue. 30 40
- The Committee finds that the 2nd charge against 2nd Defendant substantially proved and in the Committee's view this act constitutes professional misconduct.
10. With regard to the charge against the 1st Defendant and the third charge against the 2nd Defendant, the Committee finds that

the sum of £136.5.0d. i.e., £110 plus 25 guineas costs awarded Complainant by the Court, was received through the instrumentality of 2nd Defendant. The question to be decided is whether 1st Defendant had a lien on £58.5.10d. deliberately retained by 1st Defendant. There is a conflict in the evidence before the Committee as to whether or not Complainant retained 1st Defendant or for that matter Macaulay & Co. Complainant said, and he was quite definite in his evidence, that he neither retained Macaulay & Co., nor 1st Defendant. 1st Defendant on the other hand said that Complainant retained him. The Committee prefers the evidence of the Complainant to that of the Defendant and accepts Complainant's evidence. No written instructions by Complainant were produced before the Committee nor any written consent by Complainant for 1st Defendant or Macaulay & Co., to proceed with the case.

Furthermore although the 1st Defendant stated that it was his usual practice to ask for a deposit for costs immediately he was instructed by a client to act in a matter, he did not do so in this case. He gave as the reason for not doing so that the case came to him already ripe for trial. The Committee does not accept his reason, because as he 1st Defendant himself deposed, which the Committee does not believe, he 1st Defendant gave instructions to 2nd Defendant to demand payment of some money from clients including Complainant. It is true that 1st Defendant had an interview with Complainant on or about the 15th March, 1959. The Committee does not believe that at that interview the Complainant agreed to retain 1st Defendant. It should be noted that this suggestion was not put to the Complainant. Mr. C.B. Rogers-Wright was not called to give evidence nor was any personal reason given why he was not called.

It is also true that in Exhibit "C" Complainant did say -

"Mr. Wright however handed over the case to you in circumstances too well known to you, and as I expect, should have properly briefed you as he had been fully paid for the case".

Legal
Practitioners
Disciplinary
Committee.

No.14.

Report of
the Legal
Practitioners
Disciplinary
Committee.

2nd September,
1960

- continued.

Legal
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Committee.

No.14.

Report of
the Legal
Practitioners
Disciplinary
Committee.

2nd September,
1960

- continued.

and it may be argued that Complainant might be admitting thereby he retained 1st Defendant. The Committee does not find this to be the case. This letter Exhibit "C" was written on the 20th April, 1960 in reply to Exhibit "B" of Macaulay & Co., of the 19th April well after the case of Hollist v. Vincent had been concluded, and, as the Committee has already found, well after 2nd Defendant had been retained by Complainant. In Cordery's Law relating to Solicitors 4th Edition at page 91 the following is stated -

"..... a Solicitor can be appointed by parol, but it is at his own risk. "It is the duty of a Solicitor", said Lord Landale, M.R. "to obtain written authority from his client before he commences a suit. If circumstances are urgent and he is obliged to commence proceedings without such authority, he should obtain it as soon after as he can. An authority may, however, be implied when the client acquiesces in and adopts the proceedings, but if the Solicitor's authority is disputed, it is for him to prove it, and if he has no written authority, and there is nothing but assertion against assertion, the Court will treat him as unauthorised, and he must abide by the consequences of his neglect.

The Committee finds that Complainant never retained 1st Defendant. That being so 1st Defendant had no right either to have received the £136.5.0d. or to have retained any part of it at all. The Committee finds that the 1st Defendant improperly retained the sum of £58.5.10d. the property of the Complainant and that 2nd Defendant concurred in its improper retention.

The Committee finds that this constitutes professional misconduct.

(Sgd.) C.O.E. Cole,
Chairman.

2nd September, 1960.

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No. 15.
COURT NOTES

In the
Supreme Court

IN THE SUPREME COURT OF SIERRA LEONE
C.C. 360/60 -- IN THE MATTER OF THE LEGAL
PRACTITIONERS DISCIPLINARY
COMMITTEE

No.15.
Court Notes.
3rd October,
1960.

IN THE MATTER OF BERTHAN
MACAULAY AND FREDDIE A.SHORT
LEGAL PRACTITIONERS

10

- and -

IN THE MATTER OF COMPLAINT
BY C.A. HOLLIST.

Monday 3rd October, 1960.

J.H. Smythe Acting Solicitor General appears on
behalf of Disciplinary Committee.

M. Garber represents 1st Defendant Berthan Macaul-
ay.

L. Luke represents 2nd Defendant F. Short.

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M. Garber: There is grave irregularity in these
proceedings relating to 1st Defendant. The ir-
regularity is so fundamental that the effect of
it is to vitiate proceedings. The conditions
precedent for Court to consider Report of Dis-
ciplinary Committee and the Findings thereof have
not only not been complied with but have infringed
contrary to provisions of Ord. The objection is
not technical. The standard of proof required
goes beyond what is required in a Civil Case See
Shandari v. Advocate Committee 3 A.E.R. 1956 page
742.

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- Refers: (1) Sec.3 (the whole) of Cap.118
- (2) " 9 Cap.118
- (3) " 10 " "
- (4) " 12 " "

Refers Sec.43 of Cap.52 - Ingredients of a
charge.

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Charge against 1st Defendant and 3rd charge against
2nd Defendant held out 1st Defendant as Solicitor
for C.A. Hollist the Complainant. The Committee
found in fact that he was not Solicitor for C.A.
Hollist see p. Findings of Committee. Refers to
Sec.12 of Cap.118.

In the
Supreme Court

No.15.

Court Notes.

3rd October,
1960

- continued.

When 1st Defendant went before Committee - he went to meet the charge of improperly retaining his Client's money on the basis that he was the Solicitor for the Client. This was the charge given to him under Section 12 of Cap.118. It is therefore quite a different thing to find that 1st Defendant was not Client's Solicitor and so acted without authority. The finding of Committee is therefore an entirely new ground of Professional Misconduct and this has not been investigated in accordance with Section 12 of Cap.118. Committee misled itself, no effort was made to make any amendment, nor were the proceedings stopped in order to institute new proceedings on another and new findings. In evidence of Complainant there is no suggestion to support the findings of Committee. When Defendant went to Committee it was on his intention to justify the retention of part of the money on the footing that he was Solicitor.

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In case of 2nd Defendant charge was amended. See p. of Notes of evidence. Amendment made in case of 2nd Defendant was to give him an opportunity of meeting the new charge. Not so in case of 1st Defendant.

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Committee found that case was handed by C.B. Rogers-Wright to Berthan Macaulay to continue. The whole evidence was based on the footing that 1st Defendant was in fact Solicitor of Complainant.

(1) See page 35 paragraph 10 of Report
"There is a conflict in evidence....."

30

Nowhere in the evidence in chief was there a suggestion that Complainant did not retain 1st Defendant. The gravamen of Complainant's complaint was that 1st Defendant did not appear for him and was therefore not entitled to the retention of any monies which came into his hands.

When in paragraph 10 of Report the Committee found as follows: "Complainant said accepts Complainant's evidence" they were wrong as there is no evidence to support this. See p.2 of Notes of evidence. Also pp. (cross-examination by 2nd Defendant). Also p. - "I know on the 7.3.60 that Mr. Macaulay more on the Defence". Also "I thought Mr. Rogers-Wright had paid 1st Defendant, for this case". These references on 7.3.60 - a year after 1st interview. It appears from evidence that Complainant decided to await return of Macaulay. He was expecting

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Macaulay to appear for him. This supports the charge and not finding of the Committee. Refers to p. (In answer to questions "Who told you that your case was with me? I told him that perhaps about the case". P. refers 4th paragraph onwards of Exhibit "G". The truth is you did not appear for me in Court when the case was called for final hearing..... I await your notification for the taxing of your cost...."

10 See also p. of Notes of Evidence in cross-examination of Complainant by Garber. The whole evidence here shows that Complainant held out 1st Defendant as his Solicitor. His complaint was that 1st Defendant's Bill of Cost was high. "My complaint is as to the Credits of Bill"

20 GARBER: I withdraw Preliminary objection regarding grave irregularity in proceedings prior to hearing before Committee. I adopt what I have said as argument that the evidence does not support the charge or and Findings. The charge is that 1st Defendant improperly retained a certain sum of money which he received as Solicitor for C.A. Hollist. This was what 1st Defendant came to meet. There is nothing in evidence that he was never Solicitor for C.A. Hollist. The findings are contrary to charge. The findings say that he was never appointed Solicitor for Hollist and that his retaining the money not being his Solicitor is improper. This is a wrong finding on evidence.

30 The charge states that 1st Defendant was Solicitor for Hollist. We say we were Solicitor and that we had a lien.

L.Luke for 2nd Defendant: I propose to deal with the 1st and 2nd Charges together.

40 Submits: 2nd Defendant either gave a receipt or did not give one. Refers to p. - last paragraph. This shows that 2nd Defendant was acting for Macaulay & Co. A receipt need not be given by Counsel. Exhibit "E" given by Clerk of Macaulay & Co. is a sufficient receipt.

The evidence shows that it was not 2nd Defendant who gave the receipt or "caused" the receipt to be given. Evidence shows it was 1st Defendant who gave instructions to his clerk, Mrs. Davies to prepare the receipt - See paragraph 9 of Findings. If anyone was responsible for issuing or caused to be issued, it is 1st Defendant.

In the
Supreme Court

No.15.
Court Notes.
3rd October,
1960
- continued.

In the
Supreme Court

No.15.

Court Notes.

3rd October,
1960

- continued.

4th October,
1960.

Receipt is not fictitious. "Counsel fees" is same thing as "disbursements".

Refers 1952 White Book Note under Order 65 Rule 29A.

3rd CHARGE: I adopt argument of Garber. 1st Defendant was in fact Solicitor for Complainant. His retention of £58 odd was not improper. 2nd Defendant cannot therefore be said to have concurred in its improper retention.

Tuesday 4th October, 1960.

10

All parties and their Counsel present.

Mr. Smythe: Case against 1st Defendant. Interpretation of charge: The charge alleges in what capacity 1st Defendant was acting and that is, acting as a Legal Practitioner. The words "received as Solicitor etc....." means that the receipt was as Solicitor not as "the Solicitor for C.A.Hollist". The defence of 1st Defendant was that he had a lien. To succeed in such a defence, he had to satisfy the Committee that he had been properly engaged as Solicitor of Complainant.

20

Facts of Case: Complainant dealt with 2nd Defendant throughout and not with 1st Defendant. Hollist rang up Insurance Company in Defendant's office. Although cheque may have been handed to 1st Defendant the cheque was made out in name of 2nd Defendant and was intended for him.

Since first meeting of Complainant and 1st Defendant 1st Defendant's next appearance at case was when he wrote Exhibit "B". This was after case was completed. This letter evoked Exhibit "C".

30

At first meeting between Complainant and 1st Defendant Complainant was not even told that C.B. Rogers-Wright had handed case file to 1st Defendant. The first time Complainant knew that his case file had been handed to 1st Defendant was on 7th March 1960. He was so told by 2nd Defendant see Page (cross examination of Complainant). Exhibit "D" made an appointment by 2nd Defendant with Complainant.

40

Up to hearing of case in Court did Complainant by any act or word accept 1st Defendant as his Solicitor?

Committee found as a fact that at the first meeting of 1st Defendant and Complainant there was

In the
Supreme Court

No.15.

Court Notes.

4th October,
1960

- continued.

nothing about 1st Defendant having been engaged as Solicitor for Complainant. The Committee accepted as a fact that Complainant never gave 1st Defendant instructions. See page . of Notes of Evidence. "I dispute that 1st Defendant has no right to send me a bill". "I do not know that it was 1st Defendant who filed judgment. I was not aware that it was 1st Defendant who put in Notice of change of Solicitor". See also page of Record - "I knew on the 7.3.60 that Mr. Macaulay 1st Defendant had something to do with my case and it weighed on me that defence" Refers page - Evidence of 1st Defendant. Last line of p. "I was entitled to keep the sum of £136.5.0." When Solicitor receives monies due for his exertion he is entitled to a lien on monies properly received. In this case there is no evidence that Defendant used any exertion whatever. See page Cross-examination of Complainant: 1st Defendant says "You did not by any means solicit my professional services". Reads entire evidence of 1st Defendant under cross examination

The effect of the evidence is that Complainant alleged that he did not brief 1st Defendant. 1st Defendant alleged that he was so briefed. But see page of Notes of evidence "You did not by any means solicit my professional services". See pages . At p. 1st Defendant himself said "I did not do so (asked for deposit for costs) because it came to me already ripe for trial". 1st Defendant p. "I did not tell you anything about fees at the first interview"

The whole trend was that Complainant was saying he did not engage services on 1st Defendant.

See page Address of Complainant "If 1st Defendant had hinted at the time he asked"

See page Address of Garber. The evidence clearly shows that the relationship of Solicitor and Client exists between 1st Defendant and Complainant". If this was not before the Court, Counsel would not have addressed on it.

It was incumbent on 1st Defendant to prove that he was the Solicitor of Complainant. He has failed in doing so.

Case against 2nd Defendant: 1st and 2nd charges are separate and distinct allegations.

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1960

- continued.

1st Charge: The finding of Committee is a finding of fact. The evidence supports it.

2nd Charge: Same as 1st charge -- finding of fact. Evidence supports it.

Mr. Garber for 1st Defendant replies: Interpretation of Charge: The standard of proving a charge in this kind of case is the same as in Criminal case. Refers to Bhandari's case p.744. Refers to Section 2 of Cap.118. First part of charge merely described the calling of 1st Defendant. The gravamen of charge is that 1st Defendant was acting as the Solicitor of Complainant. The facts arose out of his relationship as Solicitor for Complainant. 10

2. Evidence: Refers to pages ' and of Report. There is nothing in evidence to support finding of Committee that Complainant said that he did not retain 1st Defendant. See page of Evidence - "Who told you that your case was with me? I told him that perhaps he had forgotten that he interviewed me in his Chambers at Water Street about the case". This presumes that Complainant knew that on 7.3.60 that his case was with 1st Defendant: He knew from the date of the interview in March 1959. 20

Refers page See Cross-examination by 2nd Defendant.

Before 1st interview with 1st Defendant Mr. Rosenior saw Complainant. After this interview Rosenior saw Complainant in March 1960. The inference is that he knew that Rosenior came from Mr. Macaulay. Complainant must have known that his case file was with 1st Defendant. 30

Court: Did 1st Defendant give Complainant a receipt for £58.5.10d.?

Garber: The amount was kept as a lien for which no receipt was necessary. It was money obtained on a bill of costs.

Refers Exhibit "G" - "The truth is you did not appear for me in Court when the case was called for final hearing", also "I can only accept fees for filing Judgment and Change of Solicitor which had not been paid to Mr. Wright". The inference is that 1st Defendant was not entitled to certain items in bill. He was not disputing his appointment of 1st Defendant as his Solicitor. 40

Refer to page "You did not by any means solicit my professional services."

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Supreme Court

No.15.

Court Notes.

4th October,
1960

- continued.

10 The question was "I suggest to you, you did not solicit my professional services". The answer means that Complainant did not in the first instance consult 1st Defendant. The case was sent to him by another Solicitor. Also "I do not agree with your suggestion that your dealings with me but with 2nd Defendant". This was the first occasion when there was the suggestion of a dispute between 1st Defendant and Complainant that 1st Defendant had not been appointed Complainant's Solicitor. Our case is that Complainant accepted the services of 1st Defendant as Solicitor. Page "I thought Mr. Rogers-Wright had paid 1st Defendant for this case".

20 This shows that Complainant knew that 1st Defendant was acting as his Solicitor. In Complainant's address he said "If 1st Defendant had hinted at the time withdraw my case from him - 1st Defendant". But he knew all the time that his case was with 1st Defendant. He had all the time between March 1959 to hearing of case. Compare this statement of his with evidence on page "Who told you that your case was with me I told him that perhaps he had forgotten that he interviewed me in his Chambers at Water Street about the case". This shows that Complainant acquiesced in having 1st Defendant as his Solicitor.

30 The findings of the Committee was one on the balance of probabilities. This is not the required standard of proof in such matters.

The question of whether 1st Defendant had authority to act as Solicitor for Complainant came up after the close of his case. No amendment was made to the charge. Refers (1) Codrington on Solicitors 4th Ed. page 233 "Instances of Professional Misconduct" - a case where the Solicitor wilfully acted without authority (2)

40 Wheatley vs. Bastow 20 L.T. N.S. or 24 L.J. Ch.732 If Solicitor is not acting wilfully Solicitor would only be penalised as to costs. The Committee did not find that 1st Defendant was acting wilfully. (3) Danish Mercantile Co., Ltd., and Others vs. Beaumont & Another 1951 1 A.E.R.925. (4) Vol. 13 News Digest p.145 "when a Solicitor acts without authority he must pay costs.

In Re. Savage 15 Ch. D.557.

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Court Notes.
4th October,
1960
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Application by Counsel to call further evidence to show that 1st Defendant was appointed Solicitor for Complainant and the Complainant consented to it. Witness to be called Messrs. C.B. Rogers-Wright and Rosenior.

Court: We are of opinion that in all the circumstances including our construction of the charge before us, we will not be right in allowing any further evidence to be called at this stage.

We therefore refuse the application.

10

Adjourned to 5.10.60.

5th October,
1960.

Wednesday 5th October, 1960.

All parties and their Counsel present.

Garber: In view of the ruling not to grant permission to call additional evidence, I now apply as follows:-

(1) In view of the fact that the Committee's third finding that at the time the case was handed to 1st Defendant Mr. C.B. Rogers-Wright was no longer a legal Practitioner and by the second finding of the Committee that the case was handed over to 1st Defendant for Macaulay & Co., to continue and that there is no evidence that the case was handed over to 1st Defendant without the consent of Hollist the Complainant. I apply under Section 22 of Cap.118 that this Court refer the matter to the Committee with a direction for their finding on the point whether the case was handed over to 1st Defendant with Complainant's consent.

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(2) In view of the fact (a) that there is no assertion or direct evidence on the entire record to support the Committee's 10th finding that "Complainant said and he was quite definite in his evidence, that he neither retained Macaulay & Co., nor 1st Defendant and the Committee stated in the same 10th finding that it preferred the evidence of the Complainant" which evidence the Complainant did not give (b) In view of the fact that the said 10th Finding involved a new ground of professional misconduct, that is, acting without authority; (c) in the absence of any finding that 1st Defendant so acted wilfully which is not admitted (d) of the late stage that is

40

after the close of Complainant's case and the 1st Defendant's case had been closed, that is further during cross examination of the 1st Defendant by the Complainant when the 1st Defendant's authority was challenged for the first time; and (e) the application to call further evidence has been rejected for reasons including the construction of the charge against the 1st Defendant, I apply that this Court sends the matter back to the Committee with a direction to take further evidence in regard to their finding on this specified point whether or not Complainant retained 1st Defendant.

In the
Supreme Court

—————
No.15.
Court Notes.
5th October,
1960
- continued.

- 10
- (3) In view of the fact that the Committee cast the onus of proving the allegation which the Complainant did not allege in evidence that he never retained 1st Defendant and in view of the fact that Section 3(4) of Cap.118 contemplates that the proof of any allegation is on the Complainant, I apply that the matter be sent back to the Committee for direction on this point.
- 20

Acting Solicitor General: Under Section 22, this Court has not the power to grant the application.

Ruling: We rule that this Court under Section 22 of Cap.118 has not the power at the hearing of this matter to refer the Committee's report for direction on any specified point or points. The application is accordingly refused.

30

L.Luke: I do not propose to add anything to my original argument on the 1st charge except to refer to two findings of the Committee for your consideration namely, Findings Nos. 7 & 9. Macaulay & Co., as Solicitors gave a receipt for the £10. They held themselves out to the 2nd Defendant as Solicitors.

2nd Charge: I emphasise the words "Issued or caused to be issued". 2nd Defendant did not issue Exhibit "E" It was a Miss Davies clerk of 1st Defendant who issued Exhibit "E" on instructions of 1st Defendant see top of p. 2nd Defendant did not cause a fictitious receipt to be issued, Without going into the question whether receipt was fictitious 2nd Defendant did not cause Exhibit "E" to be issued. The evidence and authority which I will refer to show clearly that 2nd Defendant did not "cause" etc.

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In the
Supreme Court

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Court Notes.
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1960
- continued.

(1) Refers Goodbarne Vs. Buck & Another 1940
1 A.E.R. P.613, 616, 617, 618.

(2) Shave vs. Rosner 1954 2 A.E.R. p.280, Refers
to p.281-282. Judgment of Lord Goddard and Hil-
bury J. "Cause" involves same degree of dominance
or control in the person alleged to have caused
the prohibited act.

Considering the evidence in light of these
authorities, it clearly shows that 2nd Defendant
did not cause the issue of receipt - see top of
page Notes of Evidence. There is nothing
mentioned of "Disbursements" in Exhibit "L". The
evidence does not disclose an express or positive
mandate from the 2nd Defendant to 1st Defendant
or his clerk. Their presence or even acquiescence
cannot amount to express or positive mandate or
authority especially in the light of Exhibit "L".
There is no question of "causing" by 2nd Defendant.
2nd Defendant had no authority over 1st Defendant
who ostensibly held out himself as Complainant's
Solicitor. He had no authority or power to direct
1st Defendant. Evidence shows that 2nd Defendant
was at no time a partner of 1st Defendant. On the
date when receipt was issued on 29.4.60 2nd De-
fendant had left Macaulay & Co., and had set up
his own Chambers in Trelawney Street.

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3rd Charge: I emphasise the use of word "Concur-
red" in charge, 2nd Defendant did not concur at
any time with 1st Defendant or anyone to do what
he is alleged to have done. Refers (1) to Oxford
Dictionary definition of word "Concur" - agree in
opinion, co-operate as joining in the commission
well knowing the circumstances. (2) Fletcher vs.
Collins 1905 2 Ch.D. at p.24 and p.36.

30

The evidence - p. Notes of Evidence does not
show that 2nd Defendant concurred with 1st Defend-
ant or agree. The 2nd Defendant did not know all
the circumstances.

(Sgd.) S.B. Jones,
P.J.

40

Judgment reserved.

(Sgd.) S.B. Jones.

Wednesday 12th October, 1960

All parties present. Judgment delivered.

(Sgd.) S.B. Jones,
Puisne Judge.



No. 16.
DECISION.

In the
 Supreme Court

No.16.
 Decision.
 12th October,
 1960.

This matter was before us for consideration on the 3rd, 4th and 5th days of October, 1960. The first Defendant Mr. Berthan Macaulay was represented by Mr. Manillus Garber, the second Defendant, Mr. Freddie A. Short by Mr. Livesey Luke and the Committee by the Acting Solicitor General, Mr. J.H. Smythe.

10 Counsel for the First Defendant submitted that the gravamen of the charge against his client was that he improperly retained the sum of £58.5.10d. out of a sum of £136.5.0d. which came into his hands whilst acting as Solicitor for the Complainant, Mr. C.A. Hollist. He argued that the charge in fact held out his client as the Complainant's Solicitor and therefore it was not incumbent on him to prove that he was appointed by the Complainant, and consequently the finding by
 20 the Committee that it was not so appointed was outside the scope of their inquiry. Even if this matter, he continued, was within their scope, it arose after the Complainant had closed his case and when the Defendant was giving evidence. The Defendant did not therefore have the opportunity, he submitted, of proving to the satisfaction of the Committee that he had authority to act as the Solicitor for the Complainant.

30 Now it is admitted that the First Defendant's defence was one of lien. We opine, that once a Solicitor sets up such a defence, it is not only open to the Committee, but it becomes their duty to inquire whether in fact the Solicitor in question had authority to act for his client. Such authority can either be direct or implied. It is implied when a client acquiesces in and adopts the proceedings in which the Solicitor had taken part.

40 It seems to us that whatever construction is placed on the meaning of the charge, any Solicitor must be expected to know that to succeed on a defence in lien, he must first satisfy the body before whom he stands charged, that he had authority to act for his client.

The Committee found as a fact that at the first interview between the First Defendant and the Complainant on the 15th March, 1959 - an interview be it noted, arranged by the First Defendant, the Complainant did not retain the services

In the
Supreme Court

No.16.
Decision.
12th October,
1960
- continued.

of the First Defendant. A year after, the Complainant retained the second Defendant who was then sharing Chambers with the first Defendant. The first Defendant on this date was in England. When the case finally came up for hearing on the 25th March, 1960, a consent Judgment was obtained in favour of the Complainant for the sum of £110 damages and twenty five guineas costs. On the date of this Judgment the First Defendant had not yet returned from England. On his return he had his second interview with the Complainant at his Chambers on the 29th April, 1960. At this interview the second Defendant was present. First Defendant said to the Complainant at some stage; "Now we are going to charge you". He handed a cheque for £77.19.2d. to Complainant which the latter refused to accept. The next day the Complainant received a letter from the first Defendant enclosing a Bill as well as the cheque for £77.19.2d. The bill showed that the first Defendant had retained the sum of £58.5.10d. out of a sum of £136.5.0d. representing the damages and costs awarded the Complainant. It is interesting to note that an item in the Defendant's bill reads:

"3 appearances at trial and settling claim drawing Judgment attending to settle and file same; serving copies and instructions for brief £25.0.0d.

The facts show that the first Defendant never appeared at the trial because he was then in England. The second Defendant who appeared had been paid Counsel fees.

The Committee found that Mr.C.B.Rogers-Wright handed the Complainant's case to the first Defendant to continue. This fact does by itself establish the relationship of Solicitor and Client between the first Defendant and the Complainant. The first Defendant had to prove that despite this fact he was authorised, by the Complainant to continue his case, or that the Complainant acquiesced in his continuing his case.

Counsel for the first Defendant laid great stress on the following finding of the Committee:

"The question to be decided is whether First Defendant had a lien on £58.5.10d. deliberately retained by the First Defendant. There is a conflict in the evidence before the Committee as to whether or not Complainant retained first Defendant

or for that matter, Macaulay & Co. Complainant said, and he was quite definite in his evidence, that he neither retained Macaulay & Co., nor first Defendant. First Defendant on the other hand said that Complainant retained him. The Committee prefers the evidence of the Complainant to that of the Defendant and accepts Complainant's evidence". Counsel pointed out that nowhere in the notes of Evidence was there any assertion made by the Complainant that he did not retain first Defendant and that the Committee misled itself by accepting evidence which was in fact not given. We have however given careful and serious consideration to this matter and we find that taking the entire evidence as a whole, the pith of the Complainant's case could be summed up thus:

In the
Supreme Court

No.16.

Decision.

12th October,
1960

- continued.

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"I did not engage the first Defendant as my Solicitor nor did I acquiesce in his continuing my case and he there had no right to retain any part of the damages and costs awarded me".

We therefore accept and confirm the finding of the Committee relating to the first Defendant. We find the charge against him proved and we consider that his action amounts to professional misconduct.

30

As to the second Defendant, there are three charges against him all of which the Committee found proved. As regards the first charge, we see no reason to depart from the finding of the Committee. He received the sum of £10 as Counsel fees and failed to give a receipt despite several demands made upon him by the Complainant. This clearly constitutes professional misconduct, and we so hold.

40

As regards the second charge, his Counsel argued with academic brilliance that his client could not be said to have "caused" to be issued a fictitious receipt for the sum of £10 which he received as Counsel fees. The receipt issued reads:

"Received from Mr. C.A. Hollist the sum of Ten pounds - shillings and - pence being fees for disbursements. (£10).

pp. (Sgd.) ???

for Macaulay & Co."

We have given careful consideration to the circumstances in which such a receipt was issued, and we

In the
Supreme Court

—————
No.16.

Decision.

12th October,
1960

- continued.

have come to the conclusion that the Committee was right in its finding that the second Defendant caused to be issued a receipt which he knew was false. Such an act, we hold, constitutes professional misconduct.

As to the third and last charge, we find that the evidence supports the finding of the Committee. There is abundant evidence to show that the second Defendant in whose name the cheque for the entire amount representing the damages and costs awarded to his client was made out, concurred with the first Defendant in improperly retaining the sum of £58.5.10d. the property of the Complainant and we agree that this constitutes professional misconduct.

10

Having upheld the findings of the Committee with regard to both Defendants, we have now to consider the question of punishment.

Solicitors occupy in any community a position of trust and it is important that their relationship with the public should be founded on honour and integrity. Where they indulge in acts which have the effect of gravely shaking public confidence, a body of men, consisting of their own professional brethren of high repute in their calling, can be summoned to inquire into these acts and say whether they fall short of the high standard expected and required of them.

20

In the present matter, the professional brethren of these two Solicitors have sat and considered the acts complained of and they all have come to the conclusion that these men have brought shame and disgrace upon their profession. We too are of the same view.

30

In the case of the first Defendant, we find no extenuating circumstances. For the few years he has practised in these our Courts, he has impressed all alike with his skilful advocacy and growing knowledge of the law. In the case of the second Defendant he is a newcomer to the Bar who from the very beginning ought to take the utmost to do nothing or concur in any act which would have the tendency of ruining his professional career.

40

We have given serious consideration to the nature of the punishment we would inflict, in order, not only that it may act as a deterrent to others, but also to uphold the standard and dignity of the Bar in a country which is now emerging into an Independent State, and we have come to the conclusion

that in the case of the first Defendant we will order that he be suspended from practising within the jurisdiction of the Supreme Court in this territory for a period of one year as from this date. In the case of the second Defendant, as to the first charge, we order him to pay a fine of £10; as to the second charge we order that he be suspended from practising within the jurisdiction of the Supreme Court in this territory for a period of three months as from this date; as to the third charge we made the same order as to suspension for the same period. We order that the period of suspension in both the second and third charges shall run concurrently.

10

We further order that the first and second Defendants jointly and severally pay the costs of and incidental to the proceedings before the Committee and this Court.

20

(Sgd.) S.B. Jones,
Puisne Judge.

(Sgd.) E.F. Luke,
Ag. Puisne Judge.

No. 17.

NOTICE AND GROUNDS OF APPEAL OF SECOND DEFENDANT
IN THE SIERRA LEONE AND THE GAMBIA COURT OF APPEAL

IN THE MATTER OF THE LEGAL PRACTITIONERS
DISCIPLINARY COMMITTEE

- and -

IN THE MATTER OF COMPLAINT BY C.A. HOLLIST
against (1) MR. BERTHAN MACAULAY and (2)
MR. F.A. SHORT.

30

In the
Supreme Court

No.16.

Decision.

12th October,
1960

- continued.

In the Court
of Appeal.

No.17.

Notice and
Grounds of
Appeal of
Second
Defendant.

31st October,
1960.

TAKE NOTICE that the second Defendant F.A. Short being dissatisfied with the decision of the Supreme Court of Sierra Leone contained in the order of Mr. Justices Jones and Luke dated the 12th day of October, 1960 doth hereby appeal to the Sierra Leone and Gambia Court of Appeal upon the grounds set out in paragraph 2 and will at the hearing of the appeal seek relief set out in paragraph 3.

40

1. AND the Appellant further states that the names and addresses of the persons directly

In the Court
of Appeal.

No.17.
Notice and
Grounds of
Appeal of
Second
Defendant.
31st October,
1960
- continued.

affected by the appeal are set out in para-
graph 4.

2. Grounds of Appeal

(i) That the Court was wrong in law in hold-
ing that the 2nd Defendant caused to be
issued a receipt which he knew to be
false.

(ii) That the Court was wrong in law in hold-
ing that the 2nd Defendant concurred
with the 1st Defendant in improperly
retaining the sum of £58.5.10d. 10

(iii) That the findings of the Disciplinary
Committee, and the Court was unreason-
able having regard to the evidence.

(iv) That the facts found by the Disciplinary
Committee and Court did not, in law
constitute professional misconduct.

3. Relief sought from the Sierra Leone and Gambia
Court of Appeal:-

That the order of the Court be set aside. 20

4. Persons directly affected by this appeal:-

<u>Name</u>	<u>Address</u>	
(i) Berthan Macaulay	3, Upper East Street, Freetown.	
(ii) The Legal Prac- titioner's Disciplinary Committee.	c/o Master & Registrar, Supreme Court, Freetown and/or their Counsel, The Acting Solicitor- General, Crown Law Office, Freetown.	30
(iii) C.A. Hollist	37, John Street, Freetown.	

DATED this 31st day of October, 1960.

(Sgd.) F.A. Short.

No. 18.

In the Court
of Appeal.

COURT NOTES AND ORDER DISMISSING APPEAL.

IN THE SIERRA LEONE & THE GAMBIA COURT OF APPEAL

No.18.

TUESDAY, 21st MARCH, 1961.

Court Notes
and Order
dismissing
Appeal.

Coram: Mr. Justice C.G. Ames - President
Mr. Justice S.A. Benka-Coker, C.J.Sa.Leone
Mr. Justice R.B. Marke, P.J. Sa.Leone.

21st March,
1961.

S.L. & G. (Civ.) 47/60.

10

IN THE MATTER OF A COMPLAINT BY
C.A. HOLLIST against F.A.SHORT

Appellant

- and -

IN THE MATTER OF THE LEGAL
PRACTITIONERS DISCIPLINARY
COMMITTEE

Respondent

E. Livesey Luke for Appellant.

Donald Macaulay for Respondent.

Conditions fulfilled but out of time.

Luke - Court has a discretion

20

Marke, J. - Is not proper course for you to apply
under Rule 23(3).

Luke - Under 23(1) it is "may". Court has a dis-
cretion. There have been cases where Court has
given discretion.

D. Macaulay - No discretion under 23(1). Only
discretion is as to costs, in dismissing appeal.

Under 23(2) when matter raised Court is given
a discretion.

Watfa v. Basma.

Luke - Macaulay has misinterpreted the rule.

30

M. Fugah & Others v. E.Nelson Loka 4 W.A.C.A.172.

Ames (after discussing with B-C & M). Apart from
the question of whether or not we have a discretion
to give leave here and now in Court without any
sufficient cause having been shown: we do not see
any reason to do so in this instance and the appeal
is dismissed under Rule 23(1).

Macaulay - Conditions not fulfilled till first day

In the Court
of Appeal.

No.18.

Court Notes
and Order
dismissing
Appeal.

21st March,
1961
- continued.

of these sittings: nearly 2 months later.

Asks for costs: because he has not been diligent.

Luke - Costs in Court's discretion: all conditions
have not been fulfilled.

Order: Order is costs of the appeal as allowed
on taxation awarded to the Respondent.

(Sgd.) C.G. Ames

No.19.

Notice of
Motion to
restore
Appeal.

21st March,
1961.

No. 19.

NOTICE OF MOTION TO RESTORE APPEAL

IN THE SIERRA LEONE AND GAMBIA COURT OF APPEAL

10

IN THE MATTER OF THE LEGAL PRACTITIONERS
DISCIPLINARY COMMITTEE

- and -

IN THE MATTER OF A COMPLAINT BY
C.A. HOLLIST against (1) MR. BERTHAN
MACAULAY AND (2) MR. F.A. SHORT.

TAKE NOTICE that this Honourable Court will
be moved on Friday the 24th day of March, 1961 at
9 o'clock in the forenoon or so soon thereafter as
Counsel can be heard by Eben Livesey Luke Counsel
for the Applicant herein for an order that this
Honourable Court may be pleased to order that this
appeal dismissed on the 21st day of March, 1961
be restored to the list pursuant to Rule 23 Sub-
Rule 3 of the West African Court of Appeal Rules
1950.

20

TAKE NOTICE that at the hearing of this ap-
plication the applicant will use his Affidavit
sworn on 21st day of March 1961 and filed herein.

DATED this 21st day of March, 1961.

30

(Sgd.)

E. LIVESSEY LUKE,
SOLICITOR FOR APPLICANT/APPELLANT.

To: The Legal Practitioners' Disciplinary
 Committee
 and/or their Counsel,
 The Acting Attorney General,
 Crown Law Office, Freetown.
 and
 The Acting Registrar,
 Sierra Leone and Gambia Court
 of Appeal,
 Freetown.

In the Court
 of Appeal.

No.19.

Notice of
 Motion to
 restore Appeal.

21st March,
 1961

- continued.

10

No. 20.

AFFIDAVIT IN SUPPORT OF MOTION

IN THE SIERRA LEONE AND GAMBIA COURT OF APPEAL

IN THE MATTER OF THE LEGAL PRACTITIONERS
 DISCIPLINARY COMMITTEE

No.20.

Affidavit in
 Support of
 Motion.

21st March,
 1961.

- and -

IN THE MATTER OF A COMPLAINT by C.A.
 HOLLIST against (1) MR. BERTHAN MACAULAY and
 (2) MR. F.A. SHORT.

20

I, FREDDIE AUGUSTUS SHORT of 165, Circular
 Road, Freetown, Barrister-at-Law and Solicitor of
 the Supreme Court of Sierra Leone make oath and say
 as follows:-

- (1) That I am the Appellant herein.
- (2) By Judgment of the Supreme Court dated the
 12th day of October, 1960, it was ordered
 that I be suspended from practising as a
 Barrister and Solicitor within the jurisdic-
 tion of the Supreme Court of Sierra Leone for
 a period of three months from the date of the
 said Order.
- (3) By notice of Appeal dated the 3rd day of No-
 vember, 1960, I appealed against the said
 Order.
- (4) That by letter dated 18th January, 1961 copy
 of which is exhibited herewith and marked "A"
 the Acting Registrar of the Sierra Leone and
 Gambia Court of Appeal directed conditions
 pursuant to Rules 16(4) and 17 of the West

30

In the Court
of Appeal.

No.20.

Affidavit in
Support of
Motion.

21st March,
1961
- continued.

African Court of Appeal Rules as applied to the Sierra Leone and Gambia Court of Appeal, which I as Appellant was to fulfil. That the said letter did not specify the time within which the conditions were to be fulfilled, notwithstanding the provisions as to time contained in Rule 16(4) and 17 of the said Rules.

- (5) That consequently, I as Appellant fulfilled all the conditions before the hearing of the said Appeal. 10
- (6) That before the commencement of the sitting for which the appeal was set down, I had paid the amount fixed by the Registrar and had had the bond executed.
- (7) That I paid these amounts and had the bond executed when I did for the following reasons:-
- (i) That it was not clear from the Registrar's letter that there was any time limit fixed within which the conditions were to be fulfilled. 20
- (ii) That I was unable to pay the amounts before I paid them because I did not have money, having been out of practice for one month in consequence of my suspension.
- (8) That I make this Affidavit in support of my application that my appeal be restored to the list for hearing pursuant to Rule 23(3) of the West African Court of Appeal Rules the said appeal having been dismissed this 21st day of March 1961, on the ground of non-compliance of the conditions within time. 30

(Sgd.) F. Short.

SWORN at Freetown the)
21st day of March 1961)
at 2 o'clock in the)
afternoon)

Before me,

(Sgd.) Percy R. Davies 40

A COMMISSIONER FOR OATHS.

This Affidavit is filed on behalf of the Appellant herein.

"A"

Registrar's Office,
Law Courts,
Freetown,
Sierra Leone.

In the Court
of Appeal.

No.SK S.L.& G. (Civ.) 44/60

No.20.

Copy to:-

18th January, 1961.

Affidavit in
Support of
Motion.

Hon. Ag. A.G.
Crown Law Office.

21st March,
1961
- continued.

Sir,

In the Matter of the Legal Practitioners
Disciplinary Committee

- and -

10 In the Matter of a Complaint by C.A.Hollist
against Mr. Freddie A. Short.

Pursuant to Rules 16(4) and 17 of W.A.C.A.
Rules, as applied to the Sierra Leone and the
Gambia Court of Appeal, you are hereby required
to fulfil the following conditions:-

- (a) To deposit the sum of £20 (Twenty pounds)
forthwith to abide the cost of compila-
tion and transmission of record of Appeal.
- 20 (b) To deposit into Court the sum of £20
(Twenty pounds) to abide costs of appeal
or give security therefor by bond with
one surety to be approved by the Acting
Registrar.
- (c) To pay forthwith the sum of £1 (One pound)
for settling the record.
- (d) To pay in advance the hearing fee of £4
(Four pounds).
- 30 (e) To pay a further £1 (One pound) for the
Registrar's Certificate required under
Rule 19(b).

I have the honour to be,
Sir,

Your obedient Servant,

(Sgd.) W.S. Young.
ACTING REGISTRAR, THE SIERRA
LEONE AND THE GAMBIA COURT
OF APPEAL.

Mr.Freddie A. Short,
13, Trelawney Street, Freetown.

In the Court
of Appeal.

No. 21.

ORDER OF DISMISSAL OF APPEAL

No.21.
Order of
Dismissal
of Appeal
22nd March,
1961.

IN THE SIERRA LEONE & THE GAMBIA COURT OF APPEAL
CERTIFICATE OF THE ORDER OF THE COURT

APPEAL from the Judgment of the Honourable Mr.
Justice S.B. Jones and E.F. Luke, dated 12th Octo-
ber, 1960.

C.C. 360/60

MOTION.

CIV. APP. 47/60

APPEAL NO.

IN THE MATTER OF A COMPLAINT BY
C.A.HOLLIST AGAINST F.A. SHORT

Appellant

10

- and -

IN THE MATTER OF THE LEGAL
PRACTITIONERS DISCIPLINARY
COMMITTEE

Respondent

(Sgd.) C.G.Ames,
PRESIDENT.

This appeal coming on for hearing on the 21st
day of March, 1961, before Their Lordships Mr.
Justice C.G. Ames, President, Mr. Justice S.A.
Benka-Coker, Chief Justice Sierra Leone and Mr.
Justice R.B. Marke, Puisne Judge and in the pres-
ence of Mr.E.Livesey Luke for the Appellant and Mr.
Donald Macaulay for the Respondent:

20

I HEREBY CERTIFY that an Order was made as
follows:-

"Apart from the question of whether or not we
have a discretion to give leave here and now
in Court without any sufficient cause having
been shown: we do not see any reason to do
so in this instance and the appeal is dis-
missed under Rule 23(1).

30

Costs of the appeal as allowed on taxation
awarded to the Respondent".

GIVEN under my hand and Seal of the Court
this 22nd day of March, 1961.

(Sgd.) W.S. Young,
Acting Registrar.

No. 22.

COURT NOTES

IN THE SIERRA LEONE & THE GAMBIA COURT OF APPEAL

FRIDAY 24th MARCH, 1961

COR: Mr.JUSTICE C.G. AMES P.
Mr.JUSTICE S.A.BENKA-
COKER C.J., Sierra Leone
Mr.JUSTICE R.B. MARKE J., Sierra Leone.

In the Court
of Appeal.

No.22.

Court Notes.
24th March,
1961.

10 No.47/60. Re L.P. Disciplinary Committee and
re F.A. Short.

Application by Motion to relist.

Luke for Applicant.

D.Macaulay for Respondent.

No counter affidavit. Macaulay says he is
not opposing the application.

Luke: Application to relist.
Rule 23(3) S.L. & G.Ct. of Appeal read
Affidavit and Exhibit "A".

"Forthwith" is too vague.

20 It has sometimes been interpreted as within
reasonable time.

Order of suspension has been suspended by the
Supreme Court.

Conditions completed on 15th March, when this
sitting started.

Appellant had difficulty in collecting £20,
and two £1 each plus £4 hearing fee.

In reply to Court: Do not know when it was done.

30 Court file shows: £20 deposited 13th March
Bond filed on 15th March
£1)
£1 } paid on 13th March
£4)

All conditions complied with
Rule 35

Appeal should be relisted in interests of
justice: Court should exercise its discretion.
Client regrets his delay.

Suspension of order suspending him was made
on November 11th Rule 68.

40 Adjourned for consideration and decision
later in the Session.

(Sgd.) C.G. Ames.

In the Court
of Appeal.

No. 23.

DECISION

No.23.
Decision.
4th April,
1961.

IN THE SIERRA LEONE AND THE GAMBIA COURT OF APPEAL
S.L. & G. Civ.App. 47/60.

General sittings holden at Freetown,
in the Colony of Sierra Leone.

- Cor: Cecil Geraint Ames - President
- Salako Ambrosius
- Benka-Coker - C.J., Sierra Leone
- Richard Bright Marke - J., Sierra Leone 10

IN THE MATTER of the Legal Practitioners
Disciplinary Committee Ordinance (Cap.
118 of the Laws of Sierra Leone)

- and -

IN THE MATTER of Freddie A. Short a
Legal Practitioner.

- For the Applicant - Livesey Luke.
- For the Respondent - D.M.A. Macauley.

D E C I S I O N

Ames P., By a judgment of the Supreme Court dated 20
the 12th October, 1960, the Applicant, a legal
practitioner of this country, was suspended for
three months. He gave notice of appeal on the
3rd November, 1960.

A few days ago, during these sittings, we
dismissed his appeal under the provisions of Rule
23(1) of the Rules of this Court because the cer-
tificate of the Registrar showed that the con-
ditions of appeal had not been fulfilled punctu- 30
ally. This application is for an order that the
appeal be restored under the provisions of Rule
23(3).

The papers before us show that the conditions
fixed on the 18th January by the Registrar pursu-
ant to Rule 16(4) and 17 were as follows:-

- (1) £20 to be deposited "forthwith" against
the costs of making the records.
- (2) £20 or a bond to be deposited as security
for costs.
- (3) £1 to be paid "forthwith" for settling 40
the record.
- (4) "to pay in advance, the hearing fee of £4.

(5) to pay £1 for the Registrar's Certificate under Rule 19(b).

In the Court
of Appeal.

Items 1 and 3 were thus to be fulfilled "forthwith". No time limit was given for Item 2. In this respect, the Registrar should, as the Rules require him to, also put a time limit to Item 2. We also think it undesirable to use the term "forthwith" and that it is better to fix a number of days, however few.

No.23.

Decision.

4th April,
1961

- continued.

10 Reference to the Registrar's records about the matter shows that the £20, which should have been deposited forthwith, was in fact deposited on the 13th day of March this year, i.e. two days before these sittings began. The £1 of Item 3 was paid on the same day as also were the £4 and the £1 of Items 4 and 5.

20 Whatever "forthwith" may mean, it certainly does not mean as long after the 18th of January as the 13th March. The bond was filed on the 15th March, the day these sittings started.

We do not understand why the matter was included in the printed and published list of appeals for hearing at these sittings because at the date of their publication the conditions had not been fulfilled, and no appeal is ripe for hearing or for inclusion in the hearing list until all conditions have been fulfilled.

30 What are the Applicant's grounds for asking to have the matter restored to the list? One is that the Registrar's letter did not specify the time within which the conditions were to be fulfilled. Well, it specified the time as to two items but not as to the bond. The other is that the Applicant was unable to pay the amounts before he did for lack of money, having been unable to practise for one month in consequence of his suspension.

40 It was only for one month, because the Applicant had, a month after the order for his suspension for three months, applied for and obtained an order to suspend the remainder of his suspension, pending the determination of his appeal.

It must be remembered that the Applicant is a legal practitioner and fully conversant with the Rules, and decisions of the Court refusing extension of time where there is no adequate excuse. The long and short of it appears to us to be that the Applicant has been not merely dilatory but very

In the Court
of Appeal.

dilatory and no Appellant should be dilatory,
least of all a legal practitioner.

No.23.
Decision.
4th April,
1961
- continued.

For these reasons, we dismiss the application.

(Sgd.) C.G. Ames, P.

(Sgd.) S.A.Benka-Coker, C.J.,
Sierra Leone.

(Sgd.) R.B.Marke, J.,
Sierra Leone.

Freetown,
4th April, 1961.

10

No.24.
Order granting
Final Leave to
Appeal to
Privy Council.
3rd November,
1961.

No. 24.

ORDER GRANTING FINAL LEAVE TO APPEAL
TO PRIVY COUNCIL.

IN THE SIERRA LEONE COURT OF APPEAL.

S.L.& G. CIVIL APPEAL NO.47/60.

IN THE MATTER OF THE LEGAL PRACTITIONERS
(DISCIPLINARY COMMITTEE) ORDINANCE, CAP.
118 OF THE LAWS OF SIERRA LEONE.

- and -

IN THE MATTER OF FREDDIE A.SHORT, A
LEGAL PRACTITIONER.

20

Before Mr.Justice C.G.Ames, Acting President, Sir
Salako Benka-Coker, C.J., and Mr.Justice Wiseham,
C.J., Gambia on Friday 3rd November, 1961.

UPON MOTION this day made unto this Court by
Counsel for the Appellant that final leave be given
to the Appellant to appeal to the Privy Council
against the judgment of the Sierra Leone and Gambia
Court of Appeal dated the 4th day of April, 1961
AND UPON READING the Affidavit of the Appellant
sworn to on the 24th day of October, 1961 AND UPON
HEARING Counsel for the Appellant and for the Re-
spondent IT IS THIS DAY ORDERED that final leave
to appeal to the Privy Council is granted to the
Appellant.

30

BY THE COURT
(Sgd.) PERCY R. DAVIES,
ACTING MASTER & REGISTRAR.

E X H I B I T S

" " - RECEIPT

HOLLIST Vs. VINCENT

II "B"

Exhibits

"A"

Receipt.

22nd November,
1957.

No.3158 22nd November, 1957.

Received from Mr.C.A.Hollist the sum of Fifteen pounds fifteen shillings and no pence as full amount for Counsel fee for the above-named case.

£15.15s.0d. (Sgd.) S.L.A. Wright for
C.B. Rogers-Wright

10

Cheque No.61/AA33825 22nd November 1957.

"B" - LETTER, MACAULAY & CO., to C.A. HOLLIST

III "D"

The Temple,
3, Upper East Street,
Freetown,
Sierra Leone.

Macaulay & Co.,
Solicitors & Advocates.

19th April, 1960.

"B"
Letter,
Macaulay & Co.,
to C.A.Hollist.
19th April,
1960.

Berthan Macaulay.

20 Dear Sir,

C.A. Hollist vs. B.E. Vincent

We are now in a position to hand to you our Mr. Short's cheque for £77.19.2d due you. Would you call at this Office in time before 4.00 p.m. on Friday to collect the cheque.

Yours faithfully,
(Sgd.) Macaulay & Co.

Mr. C.A. Hollist,
37, John Street,
Freetown.

Exhibits

"C"

Letter,
C.A. Hollist
to Macaulay
& Co.

20th April,
1960.

"C" - LETTER C.A.HOLLIST TO MACAULAY & CO.

Macaulay & Co.,
Solicitors & Advocates,
3, Upper East Street,
Freetown.

37, John Street,
Freetown.

April 20, 1960.

Dear Sirs,

C.A.Hollist vs. B.E.Vincent -
Damages

I refer to your letter dated 19th instant on the above in which you request me to call at your office on Friday to collect Mr.Short's cheque for £77.19.2d. due me, I shall be obliged if you clarify the position to which this sum relates and in fact, represents. 10

2. I am to state that on the 25th March, 1960 in the Supreme Court of Sierra Leone before Mr. Justice R.B.Marke in Chambers, Judgment by consent was entered in my favour for the sum of £110.0.0d. as damages; and costs at £26.5.0d. (25 Guineas) awarded therewith. 20

3. In instituting this action the sum of £15.15.0d was paid to Mr. C.B. Rogers-Wright under my cheque No.33825 of 22nd November 1957 which payment was acknowledged by his Receipt No.3158 of same date. Mr. Wright however handed over the case to you in circumstances too well known to you, and, as I expect, should have properly briefed you as he had been fully paid for the case. He actually did what should be done up to a point where we were only waiting for the Court to list the case for hearing as he explained to me. A further sum of £10.0.0d. was paid to Mr.Short on the 19th of March 1960 for representing me at the hearing as he demanded, and this amount was paid under my cheques AF2441 of 19th March, 1960. Although I have demanded his receipt for this amount he has not yet done so, and I still await his acknowledgment of the sum paid. 30

4. It is quite clear that my out of pocket expenses covers every and all legitimate demand both as Solicitors' fees and cost of filing papers and final appearance of Mr. Short at the hearing; and that the costs therefore should be refunded or paid to me as such out of pocket expenses. Your figure therefore stated in your letter cannot be 40

accepted as correct and suggest a mistake on your part.

5. Perhaps you will be good enough to send me an early reply clarifying the position or send me the full remittance and so obviate what may create an awkward position.

Yours faithfully,
(Sgd.) C.A. Hollist.

Exhibits

"C"

Letter,
C.A. Hollist
to Macaulay
& Co.

20th April,
1960

- continued.

"D" - LETTER, MACAULAY & CO., to C.A.HOLLIST

10	(V) F	The Temple, 3, Upper East Street, Freetown, Sierra Leone. 25th April, 1960.	Letter, Macaulay & Co., to C.A.Hollist. 25th April, 1960.
	Macaulay & Co., Solicitors & Advocates.		
	C.A. Hollist, Esq., 37, Johns Street, Freetown.		

Dear Sir,

C.A.Hollist vs. B.E. Vincent

20 Thank you for your letter of the 20th of April, 1960.

(2) Our Mr. Berthan Macaulay, to whom your papers were handed by Mr. Short, is at present out of the Colony and hopes to be back on the 29th of April, 1960.

(3) In our letter to you dated 19th April, 1960, you were invited to call here on Friday the 22nd of April, but you failed to do so.

30 (4) Would you please telephone this office on Friday next the 29th instant so that an appointment might be made for you to see our Mr. Berthan Macaulay who is dealing with the matter.

(5) Mr. Short's receipt for the sum of £10 which you paid on the 19th March is in your file and will be handed over to you by Mr. Macaulay.

Yours faithfully,
(Sgd.) Macaulay & Co.

67.

'G2'

Macaulay & Co.,
Solicitors & Advocates.
Berthan Macaulay.

The Temple,
3, Upper East Street,
Freetown,
Sierra Leone.
29th April, 1960.

C. A. Hollist, Esq.,
Dr. to MACAULAY & COMPANY.

Exhibits

"F"
Letter,
Macaulay & Co.,
to C.A.Hollist.
29th April,
1960
- continued.

HOLLIST vs. B.E. VINCENT

	1.	Deposit paid? - CF8 of 19/4/60	£ 10. 0. Od
10	2.	Money received on account from Defendant for Plaintiff	£136. 5. Od
	3.	3? appearances at trial and settling claim, drawing judgment attending to settle and file same serving copies and instructions for brief	? £25. 0. Od
	4.	Paid filing judgment	2. 8. 4d
	5.	Paid Notice Change	2. 6d
20	6.	Solicitors charges and Counsel fees ?	31.10. Od
	7.	Incidental expenses including corres- pondence, inter- views and transport ?	9. 5. Od
	8.	Paid to Client	77.19. 2d
			<u>£146. 5. Od</u> <u>£146. 5. Od</u>

"G" - LETTER, C.A.HOLLIST TO MACAULAY & CO.

30

Dear Sir,

C.A.Hollist vs. B.E.Vincent

I have for acknowledgment your Statement of

37, John Street,
Freetown.
4th May, 1960.

"G"
Letter,
C.A.Hollist to
Macaulay & Co.
4th May, 1960.

Exhibits

"G"

Letter,
C.A.Hollist to
Macaulay & Co.
4th May, 1960
- continued.

Account under cover of your letter dated 29th April, 1960, in which you term the Statement 'our bill'. Your Mr. Short's cheque for £77.19.2d was also found enclosed.

In your Statement of Accounts it is noted that your item 1 shows the amount I paid Mr. Short in full satisfaction of his demand as his fees for appearing at the hearing, as a deposit. This is incorrect. Mr. Short declined to do the case when asked to, and in Court, stated to the Judge that he had not been properly briefed. He made a charge of £10.0.0d as his fees for his appearance which I paid to him by cheque. Since the end of the case he has failed to hand me my receipt until now that you have to hand it over. This deposit you mention is totally incorrect.

10

Although the Judgment given was by consent and no mention of Costs - to be taxed ordered by the Court, I note you have suggested my referring your bill to the Master and Registrar if I dispute it. I do dispute it; and, I have referred the matter to the Master who has advised me that in view of my dissatisfaction therewith, I could ask you to tax your cost; and to give satisfaction on both sides. You are requested now to do the taxing of your cost. But I would like to be in attendance either in person or otherwise. Will you therefore notify me of your decision on this point in time?

20

Your last paragraph. I hold correspondence from Mr. Wright showing his charges and his receipt of his full charges I have paid him for this case. The question of handing over the case to you is purely a matter between you two. If you had any doubt as to his having been paid, you could have mentioned it to me before. The truth is, you did not appear for me in Court when the case was called for final hearing. Mr. Short who was present, showed unwillingness to appear and conduct the case and did not do so until his demand for ten pounds as his fees was paid. I consider your claim and Statement of Account which in your letter you call a bill, most incorrect and intended to force me to pay you unreasonable and unnecessary monies.

30

40

I await your notification for the taxing of your cost. I can only accept fees for filing Judgment, and change of Solicitors which had not

been paid to Mr. Wright. To brand as deposit the sum of £10 paid to Mr. Short as his demanded fees as I have explained is of your own making. It is most misleading. I do not accept your so-called bill as true.

Yours faithfully,
(Sgd.) C.A.Hollist.

Exhibits

"G"

Letter,
C.A.Hollist to
Macaulay & Co.
4th May, 1960
- continued.

To: Macaulay & Co.,
Solicitors,
3, Upper East Street,
Freetown.

The Master and Registrar
The Law Courts,
Freetown.

10

"H" - LETTER, C.A.HOLLIST TO MACAULAY & CO.

37, John Street,
Freetown.
12th May, 1960.

"H"

Letter,
C.A.Hollist to
Macaulay & Co.
12th May, 1960.

Dear Sir,

Re: C.A.Hollist vs. B.E.Vincent -
Damages & Costs.

20

I would invite your attention to my letter in answer to yours under review dated 4th instant, which letter was copied for information of the Master of Court.

Since I have received no reply thereto I am requesting your reply within the next few days. If I receive no word after the next few days I shall follow up the only alternative left to me of seeking redress through an acknowledged channel.

30

I really hope you will not make it necessary for me to do so.

Yours faithfully,
(Sgd.) C.A.Hollist.

Macaulay & Co.,
Solicitors & Advocates,
3, Upper East Street,
Freetown.

Copied f.i.
The Master and Registrar,
The Law Courts,
Freetown.

Exhibits

"J" - LETTER, C.B.ROGERS-WRIGHT TO C.A.HOLLIST

"J"
Letter,
C.B.Rogers-
Wright to
C.A.Hollist.
19th November,
1957.

C.B.Rogers-Wright,
Solicitor & Advocate.

(1)
"A"

19, East Street,
Freetown,
Sierra Leone,
(P.O.Box 227)

CBR-W/SLAW

19th November, 1957.

Dear Mr.Hollist,

Hollist vs. Vincent

I beg to inform you that I have now filed and delivered your Statement of Claim herein, and I am now awaiting the defence.

10

My fee as Counsel in this action, in the special circumstances of this case, will be 25 guineas (£26.5.0d). As up to now I have borne all out of expenses herein, I shall be grateful if you will be good enough to let me have payment of this sum - £26.5.0d - within the next few days.

Yours sincerely,

(Sgd.) ? ?

C.A.Hollist, Esq.,
John Street,
Freetown.

"L"

"L" - NOTE OF INTERVIEW

Note of
Interview.
19th March,
1960.

Interview with client on Saturday 19/3/60 -

Client pays £10. 0. 0.

Cf8 19/4/60.

IN THE PRIVY COUNCIL

No. 3 of 1962

ON APPEAL

FROM THE SIERRA LEONE AND THE GAMBIA
COURT OF APPEAL

IN THE MATTER OF THE LEGAL PRACTITIONERS
(DISCIPLINARY COMMITTEE) ORDINANCE
CAP.118 OF THE LAWS OF SIERRA LEONE

- and -

IN THE MATTER of FREDDIE A.SHORT,
A LEGAL PRACTITIONER

B E T W E E N:-

FREDDIE A. SHORT

Appellant

- and -

THE ATTORNEY GENERAL OF
SIERRA LEONE

Respondent

RECORD OF PROCEEDINGS

T. L. WILSON & CO.,
6, Westminster Palace Gardens,
London, S.W.1.

Solicitors for the Appellant.

HATCHETT JONES & CO.,
90, Fenchurch Street,
London, E.C.3.

Solicitors for the Respondent.