

IN THE MATTER OF THE LEGAL PRACTITIONERS ACT 2000 ACT No 15 OF 2000.
PART V

IN THE MATTER OF A COMPLAINT AGAINST PAMELA STANZIA RICHARDS, A
LEGAL PRACTITIONER BROUGHT BY PEARL REFFELL

Coram:

Hon. Justice Glenna Thompson JSC

Derek Beoku-Betts Esq.

Ms Sally Vinod - Khatumal

Ms Millicent Stronge

Ruling

Delivered on 3^d the Dec 2020

1. By a letter dated 29th October 2018, Pearl Reffell formally made a complaint against Pamela Stanzia Richards, a Legal Practitioner. Attached to the letter was an Affidavit sworn to on the 29th October 2018 by Pearl Reffell the Complainant, in compliance with section 31(2) of the Legal Practitioners Act 2000 as amended, which set out her complaint. She states as follows:
 - i. That she is the Attorney of her sister in law Mrs Lois Brutus for a property situate at 19 Lewis Street, Freetown
 - ii. That sometime in 2012, she instructed Mrs Pamela Richards of 43 Big Waterloo Street to bring an action against one Andrew Turay for her sister in law's property at 19 Lewis Street.
 - iii. That Ms Pamela Richards never communicated her terms or conditions of service to her since she had acted as a solicitor for the family before.
 - iv. That Mrs Pamela Richards requested on several occasions for moneys to be paid for drafting and filing of papers required for her case and she made all these payments without any receipt issued by the said Mrs Pamela Richards.
 - v. That sometime in 2018, judgment was given in her favour for the said property but that she cannot exhibit a copy of it as Mrs Richards has never made a copy of the judgement available to her and the case file is still in the possession of Ms Richards.

- vi. That Mrs Richards has further claimed a total sum of \$65,075.00 for the cost of litigation and other works carried out in her chambers which were never discussed or agreed upon and that sum is unreasonable, exorbitant and they cannot afford it.
- vii. That all pleas for reasonable negotiation have failed
- viii. That she is reliably informed that Ms Richards has entered into tenancy agreements for some part of the property and kept the rent money for herself.
- ix. That when she engaged the services of a surveyor, Mrs Richards gave the surveyor the wrong plan.

2. Mrs Pamela Stanzia Richards filed an affidavit in opposition sworn to on the 13th day of November 2019. It is noted that it was sworn in the presence of a solicitor of Allan Janes LLP Solicitors, 21-23 Easton Street, High Wycombe, Bucks. HP11 1NT. There is nothing in the jurat to show that the affidavit complies with Order 21 r12 of the High Court Rules 2007, in that there is no indication that the person before whom the affidavit was sworn is a Notary Public or a person authorised to administer oaths in the United Kingdom. That said, we admit the affidavit pursuant to Order 31r 4.

3. In her affidavit, Mrs Richards states as follows:

- i. That she has known her (Ms Pearl Reffel) for a number of years and that it was on the strength of that relationship that she agreed to act on her behalf in respect of 19 Lewis Street "*against all the odds.*"
- ii. That she was informed by the complainant that other lawyers had refused to act on her behalf because the matter was deemed too complex and time consuming.
- iii. That the previous solicitor the late Fio Edwards initially refused to release the file due to non-payment of his professional fees and the file was only released because of the good relationship that existed between her and the late Fio Edwards.
- iv. That as of the date of the affidavit, the only payment received was Le 500,000 in respect of disbursements while the matter was being heard in court.

- v. That the Complainant is fully aware that since the aforementioned payment, no further payment was received despite numerous promises and assurances
- vi. That due to the complexity of the matter and the length of time the matter had spent in the Magistrates Court, she was instructed by her client to "transfer" the matter to the High Court.
- vii. That she had to endure the strain of cross-examining the Defendant in his house, as the Judge had ordered, even though she did not want to do so. That doing so was one of the worst nightmares of her life and had it not been for her commitment to her client and to ensure justice for her client she was quite ready to "pack the whole case in" at that point.
- viii. That she "categorically and vehemently" denies that her firm's charges were not communicated to the Complainant and that the Complainant was handed a copy which she perused and instructed Mrs Richards to proceed.
- ix. That the Complainant had every opportunity to not to use the services of her firm if she felt the charges were exorbitant but that the complainant is trying to be "crafty and cunning by making misleading statements in the hope of gaining sympathy."
- x. That in the middle of the trial the Complainant had stated that she had no faith in the judiciary and did not think there was any realistic prospect of judgment being delivered in their favour or regaining the property.
- xi. That the Complainant is well aware of the inordinate amount of time and effort over a four year period which included endless sleepless nights researching, numerous court appearances and has chosen to ignore her hard work "in pursuit of greed."
- xii. That she had to troll through endless files at the Freetown City Council and the office of the Administrator and Registrar General to build her case.
- xiii. That the successful outcome was through her sheer hard work and should not be taken "for granted."
- xiv. That she paid an exorbitant amount to the "Central (sic) Investigations Department to use their handwriting expert in order

to confirm the Deed of Conveyance in respect of the property was, indeed a forgery."

- xv. That she refutes the Complainant's claim that she did not give her a copy of the Judgment or that she gave the surveyor the wrong plan as alleged by the Complainant.
- xvi. That she had to pay the extortionate bailiff's costs and incurred further expenses hiring the services of a caretaker.
- xvii. That she found out that the caretaker installed by her had rented the property out without her knowledge but in order to protect the property from squatters, she allowed the caretaker to start charging minimal rent.
- xviii. That because of the special relationship she had with the complainant she agreed that if judgment is given in their favour, the property in question would be sold and her professional fees paid from the proceeds of sale.
- xix. That the complainant has "*unashamedly*" reneged on her promise to pay her professional fees from the proceeds of the sale of the property.
- xx. That the Complainant's misstatement induced her to continue acting for 4 years.
- xxi. That she submits that the Complainant intends "*to runaway with the fruit of the cause without satisfying*" her legal demands and that she has resorted "*to this course of action is a legal travesty.*"
- xxii. That in the light of the above she has asserted an equitable lien on the said property to "*protect*" (*sic*) herself from any attempt by the Complainant and her client to avoid paying her professional fees.
- xxiii. She relied on the cases of *Welsh v Hole* 917790 1 Doug KB 238, *Read v Dupper* [1795] 6 Dunn & E 361 per Lord Kenyon CJ, *Ex p Bryant* (1815) 1 Madd 49 per Plumer VC and *In re Moss* (1866) LR3 Eq 345.
- xxiv. That there were other documents which she would make available upon her arrival in Sierra Leone.

4. As stated in our Ruling dated 14th July 2020, this matter was first listed for hearing on the 31st October 2019. Several adjournments were taken due to Mrs Richards's absence from the jurisdiction during court terms. This Committee took the decision that Mrs Richards is either unable or unwilling to make herself available for any hearing during court terms. The matter was therefore to proceed in the absence of the Legal Practitioner pursuant to Rule 19 of the Legal Practitioners (Disciplinary Committee Proceedings) Rules 2011 ("the Rules"), with the use of written statements pursuant to Rule 21 and by affidavit evidence pursuant to Rule 22 *supra* and we so hold. Both parties were granted leave to file any additional material they wished to rely on and they were reminded that they are entitled to be legally represented, if they so wished.
5. As per her affidavit, a number of documents were produced by Mrs Richards in support of her opposition to Mrs Reffell's claim. These are:
- i. An undated Power of Attorney from Mrs Lois Lewis Brutus to Miss Pearl Reffell endorsed at the back by Marcus Jones & Co.
 - ii. Plan of Land at 19 Lewis Street together with a signed plan of the same 19 Lewis Street in the name of Andrew Turay, email dated July 27th 2018 from Mrs Richards to Pearl Reffell regarding valuation of the property and letter dated September 21st 2009 from Anb. Cllr Lois Lewis Brutus (Mrs) to Mr Andrew Turay regarding the latter's continued occupation of 19 Lewis Street.
 - iii. Judgment dated 14th July 2017 by Halloway JA as he was then in the matter intitled Lois Lewis Brutus (acting through her true and lawful Attorney v Mr Andrew Turay and Mr Samuel Aruna, endorsed at the back by Richards and Co.
 - iv. Letter dated 7th May 2013 from Marcus Jones & Co to Miss Pearl Reffell showing a Breakdown of costs and signed by Pamela Richards as head of Chambers.
 - v. Invoice dated 25th January 2018 addressed to Mrs Lois Lewis Brutus c/o Miss Pearl Reffell totalling \$65,075.00 and disbursements of Le 25,550,000.00 for and on behalf of Richards & Co
6. From Miss Reffell, the following were submitted:

- i. A memorandum setting out amounts paid to Mrs Richards which states as follows:
 - a. Survey of property 1/12/09 Le 500,000
 - b. Registration of property (Pearl/Pamela) Le 500,000
 - c. Legal Services 4/8/12. Le800,000
 - d. Registration of document and mailing by DHL \$80
 - e. Moneygram and registration in court \$200
 - f. Removal of tenants at the house Le500
 - g. Request July 2016 before travelling on her vacation 2016 \$1000
 - h. Retrieving documents from Mr Fio Edwards chambers Cash £250 submitted by Mrs Pamela Richards on loan. Loan refunded cash \$4000 plus \$1000 paid back by Pearl Reffell and Daisy Gilpin
 - i. Enclosed invoice submitted to Ms Pearl Reffell for 19 Lewis Street for the sum for \$65,000 from Mrs Richards for professional fees.
 - ii. Receipt dated 14th July 2015 signed by Mrs Pearl Reffell for Le9,694,000 less 10% professional fees from Marcus Jones & Co
 - iii. Money gram receipt reference number 34309649 for Le 1,248,667/49 for \$294.04
 - iv. Letter from "Lois" to "Pearl" dated August 13th 2012 re cost of \$70 for DHL
 - vi. Valuation certificate for 19 Lewis Street from Surveying and Engineering Services dated 11th December 2009
 - vii. Receipt dated 14th August 2012 from Marcus Jones & Co acknowledging receipt of Le 800,000.00 in respect of legal services from Mrs Lois Lewis Brutus by her lawful attorney Miss Pearl Reffell
 - viii. Letter form Marcus Jones & Co dated 7th May 2013 – referred to above.
 - ix. Miss Reffell also submitted a number of undated email exchanges regarding the payment of Ms Richards' fees

Deliberations

7. Not infrequently, clients complain about the cost of legal fees. Much of this dissatisfaction can be alleviated if fees are agreed to at the onset and proper attendance notes are kept showing work done, when and where. Solicitors fees are supposed to be reasonable and not exorbitant and must be paid as and when they fall due. This case is no different. However, there are many issues that concern us.

8. There is clearly a dispute between the parties as to whether Mrs Richards provided Ms Reffell with the breakdown of fees in the letter of the 7th May 2013. Ms Reffell insists in paragraph 4 of her affidavit that Mrs Richards *"never communicated her terms or conditions of service to me, since she had acted as a Solicitor for my family before."* The fact is that Mrs Richards should but whether she did nor not is a mute point bearing in mind the other serious issues in this matter.

Breakdown of Costs 7th May 2013

9. As stated above the parties disagree as to whether this was actually communicated to the client. This is a document that we find disturbing. It appears to be a generalised breakdown of the fees Marcus Jones & Co usually charge, with Mrs Richards signing as Head of Chambers. It is certainly not a breakdown specific to the client's matter nor does it mention disbursements and how these should be paid. A letter of this sort going to a client, should be in the form of an Engagement letter, setting out what the Clients instructions are, how much each stream of work will cost and when those payments will fall due. The client's agreement to the contents of the engagement letter should of course be either in writing or endorsed on the engagement letter or some other record which will show to anyone picking up the file, that the client has agreed to the solicitor's terms. In paragraph 16 of her affidavit, Mrs Richards states as follows: *"...I categorically and vehemently deny the complainant's claim that our firm's charges were never communicated to her and would say that on the contrary the complainant was fully aware of our charges. She was handed a copy which she perused and thereafter instructed me to proceed with the matter on behalf of my client."* Mrs Richards does not say that Ms Reffell signed any document agreeing to the fees. She also says Miss Reffell was handed a copy. We conclude that it is a copy of general fees charged by the firm and not a document specific to this case. Further even if Ms Reffell read, understood and agreed to the letter dated 7th May, it certainly is different from the invoice dated 25th January 2018. In section 39 of the Legal Practitioners Act 2000 as amended, a Legal Practitioner may make an agreement with a client for fees in respect of any contentious business done. He may be paid by gross sum and the work for which the gross sum is paid must be clearly specified. The invoice does not break down each stream of work. It directs the reader to "attached bill of

Costs.." which have not been attached either by the Complainant or Mrs Richards. We conclude that this bill of costs does not exist. Finally as regards this breakdown of costs, Mrs Richards states in paragraph 44 of her affidavit that *".....and because my Client was too busy working in South Africa and the Complainant was experiencing some financial constraints, we came to an agreement that if judgment was given in our favour the property in question would be sold and my professional fees paid from the proceeds of sale of the said property."* We will deal with this aspect of contingency fees later, suffice to say at this stage that is not in the letter of 7th May 2013 and further leads us to the conclusion that the letter was a general breakdown of usual costs and was not specific to her client's case.

The Invoice

10. The invoice from Richards & Co is for a total of \$65,075 as fees and Le 25, 550,000.00 for disbursements. There is reference to a Bill of Costs but neither party has produced this. We will therefore deal with what is before us. Given that this is a dispute about fees, it is inevitable that we will have to look at whether the fees were reasonable and/or exorbitant.

- i. Costs of Litigation for a period of three years assessed at 105 total court appearances. Solicitor's billing hour at a rate of US\$200 per hour, two hours per week. The total is US\$42,000.00. There is no breakdown as to how long each of these appearances lasted and for a matter which started in the magistrates' court how many of these appearances were in the magistrates court and how many were in the High Court. We have no breakdown as to how long each of these appearances took, that is to say were they all full hour or not. There is nothing to say what period these 105 court appearances took place (that is from which date to which date and all the dates in between). We also wonder why the client was billed for *"two hours per week."* Is Mrs Richards saying that she attended court twice weekly for this case over a 3 year period? We also note that the word assessed is used. This means that the 105 court appearances are an estimate as opposed to a certainty. There is no attendance note which would state when these court appearances took place, what happened for how long and the next adjourned date. In the circumstances we cannot see any justification for the US\$42,000.00 billed

- ii. Cost of work carried out in Chambers assessed at 2.5 hours per week for 7 weeks over a period of three (3) years @ US\$130.00 per hour. Like the court appearances, work done in Chambers has been assessed. This is an estimation. There is no evidence of when this work was carried out, for how long and what was done. All lawyers on an hourly rate know that they either have a time sheet or they keep a contemporaneous note of times and work done. To present a client with an invoice of work assessed at 2.5 hours every week for 71 weeks at a hourly rate without any evidence of time keeping says more about the lawyers lack of transparency in billing than it says about the client's lack of understanding. We therefore find that the bill for US\$23,075.00 is exorbitant and unsustainable.
- iii. Disbursements: The first disbursement is filing fees stated as "Filing of document (sic) at the High Court for a period of three (3) years from 2012 to 2016. Total amount Le 2,500,000.000. Firstly, how many documents were filed? Filing fees in this jurisdiction are notoriously low. In 2013 - 2016, the filing of a writ of summons was Le 10,000, Orders were Le2,500 and writ of possession Le7,500. Mrs Richards would have had to have filed in excess of 250,000 documents over the period to have arrived at 2,500,000.00. Further these are filing in the High Court yet although in paragraph 12 of her affidavit she says the matter commenced in the High Court in 2013, she has billed for a filing in the High Court in 2012. This is clearly an exaggerated amount.
- iv. Cost of telephone calls - Le2,000,000.00. Again, how many calls, to whom and what was the duration of those calls. Without any of these details, how did Mrs Richards arrive at this figure. Where is the bill to support this reimbursement? Like we said above these are the reasons why contemporaneous notes or time sheets are kept. Time spent of telephone calls would be billed and we find that as a matter of course would be part of what Mrs Richards calls "*work carried out in Chambers.*" It follows that this included in the US\$42,075.00 and therefore this is double billing.
- v. Searching of Archives of Freetown City Council - Le1,500,000.00. As this is a reimbursement, we assume that the claim for this money is what was paid to the Freetown City Council. To whom was this

money paid and where is the receipt. From her affidavit (see paragraph 22) this search was conducted by Mrs Richards herself. She must therefore know how this money was expended and owes it to the client to show proof of payment and client is under an obligation to pay any search fees legitimately spent.

- vi. Fees in respect of two days attendance in Court of an officer from the Administrator and Registrar - General in Freetown Le600,000.00. We are surprised that fees are being claimed for this. Officers of the OARG, attend court routinely to give evidence and tender title documents amongst others. This is part of their job and is free. Mrs Richards should therefore have at least told the client what this money was paid for. and provide a receipt for such payment.
- vii. Cost of services of a Handwriting Expert from the Criminal Investigations Department (CID) Le4,000,000.00. Again this is a government employee. To whom was this paid and where is the receipt for such payment.
- viii. Travelling Expenses of Process Server - Le1,200,000.00. It is difficult to see how many trips, when and to where to warrant the total amount of Le1,200,000.00.
- ix. Cost in respect of executing Default Judgment - Le4,500,000.00. This claim is a legitimate head of claim. However, the client should have been told what these costs are and to whom the amount was paid?
- x. Cost in respect of executing Writ of possession in respect of Final Judgement- Le4,700,000.00. We would say the same as ix above.
- xi. Cost of searching the records at the Office of the Administrator and Registrar General in Freetown - Le500,000. The client should know whether this was search fee paid, which is certainly not Le500,000 or whether this is payment for her time. As it is listed under disbursement, we would have expected that the client would have been provided with a copy of the receipt.
- xii. Reimbursement in respect of Probate Tax -Le 4,050,00.00. If this is legitimately spent then it ought to be refunded.

11. The invoice makes no mention of Le800,000.00 paid to Marcus Jones & Co by Ms Reffell for which a receipt was issued on the 14th day of August 2012. That receipt states that the payment was *"in respect of legal services."* We would therefore have expected to have seen some entry on the invoice deducting this amount. We note however that in paragraph 9, Mrs Richards states that the complainant only paid Le500,000 in respect of disbursements. Even if we accept that the receipt does not reflect the true amount paid, Le 500,000 was certainly more than sufficient to cover filing fees, telephone calls and search fees.

12. We cannot leave the description of the invoice without going back on the lack of detail on the face of it. It is expected that if a lawyer is billing a client per hour, then the bill must contain sufficient description of the work done and which justifies the amount of hours spent on the work done. As Lord Denning said in *'In Re a Solicitor (1955) QB 252 at 277*, when considering what a lump sum bill should contain:

"It need not contain detailed chargesBut I think it must contain a summarized statement of the work done sufficient to tell the client what it is for which he is asked to pay. A bare account for 'professional services' between certain dates or for 'work done in connection with your matrimonial affairs' would not do. The nature of the work must be stated, such as advising on such and such a matter, instructing solicitor to do so and so, drafting such and such a document and so forth"

13. We conclude that the invoice has insufficient narrative to identify what the client is being billed for. It should have been supported with a detailed time sheet as to how each hour or part of the hour was spent. Nothing in the invoice submitted justifies the amount charged. But above all, fees should have been properly discussed with the client at the outset of the engagement and her agreement to the same secured in writing. This is what is as a minimum expected of a legal practitioner.

Contingency Fees

14. As stated earlier in paragraph 44 of her Affidavit, Mrs Richards disclosed that the arrangement between her and the client is for her fees to be paid out of

the proceeds of the sale of the property recovered. There seems to have been no arrangement as to what would happen if they hadn't won. Indeed at paragraph 34, she states that "*.. further submit had judgment not been delivered in our favour, I would have wasted valuable time and effort and a very large sum of money.*" We have concluded that the arrangement was based on a contingency fee contrary to Rule 40 (5) of the Code of Conduct which states as follows: '*A legal practitioner shall not accept a brief or instructions on terms that payment of fees shall depend upon or be related to a contingency.*' Given the contingency fee arrangement, it is unclear in whose interest Mrs Richards was working. As she had a stake in the outcome, it is fair to conclude that she was acting for her sole benefit and failed to act with integrity in her client's best interest. If she was acting in the best interests of her client, then she would have periodically alerted her client to the mounting legal costs, she was incurring and work with her as to how costs could be better managed, given that she herself said the client did not have money. Her financial interest in the outcome of the proceedings compromised her independence in the conduct of the matter.

The Property

15. Since the judgment was delivered, Mrs Richards has been in full control of the property and has refused to hand it over to the client. This she says is because her fees have not been paid. In the absence of any court order pursuant to section 47 of the LPA, we conclude that this retention is of her own volition and in an effort to force the Complainant to pay her fees. In the mean time tenants have been installed in the property who according to Mrs Richards pay rent to the caretaker installed by her. We do not accept that a lawyer would allow a caretaker to act as a landlord with all the attendant risks. Given her grievance at her fees being owed she is more than likely collecting rent from the property. We refer to paragraphs 34, 35 and 45 of her affidavit and the exorbitant amount she has billed which all show that she is determine to squeeze all she can from her client. Even if her contingency fee arrangement was allowed, how could the client sell the property if Mrs Richards has and continues to have full control over it. It has not escaped our notice that Mrs Richards' fees and disbursements are over half of the value of the property. In effect the Complainant would only have recovered the property to pay her lawyer!

Costs awarded

16. We note that in the order of Halloway J (as he was then, now JSC) dated 14th day of July 2017, costs were awarded to the Plaintiff, that is Mrs Richards' client. At paragraph 5, it states "*Costs of the action herein, the same which is to be taxed if not agreed upon, be borne by the said Defendants jointly and severally.*" It would appear that Mrs Richards made no attempt to recover her client's costs or to apply to the Master for taxation. As unlikely as it is that Mrs Richards would be able to recover \$65,000 plus Le25,550,000 disbursements from the Defendants or that the master would allow such costs, recovering the costs would have at least resulted in some of her fees being met. Her failure to do so means that she has failed to seek her client's best interests which as her lawyer she ought to at all times.

"Without Prejudice" Letter of 26th February 2020

17. We note that Mrs Richards wrote a letter to Ms Reffell dated 26th February 2020, a copy of which was provided to us pursuant to our order of July 2020. This letter was written to Ms Reffell even though Mrs Richards knew that this matter was before the Disciplinary Committee, had filed her affidavit in opposition and had been in communication with the Secretary about hearing dates. The letter purports to be an attempt to settle the matter at US\$ 50,000.00 but goes on to include threats and what we can only conclude to be an attempt at intimidating Ms Reffell. It is certainly conduct unbecoming of a lawyer. We deplore such conduct and find that it violates Rule 2 of the Code of Conduct in that by her conduct she has failed *to uphold at all times the standards, dignity and high standing of the legal profession.*

Conclusion

18. Every lawyer is entitled to the payment of his/her fees reasonably charged for work which he/she undertakes. However those fees must be agreed with the client before hand and must be reasonable. If circumstances arise wherein the fees will be more than originally agreed then as is in the codes, the client should be informed. In this case, we do not accept that the client agreed to the hourly rate charged. The letter produced by Mrs Richards contains generic information and not specific to this case. It is even more unlikely that was done because as Mrs Richards herself stated in her affidavit, the agreement was for her fees to be

deducted out of the proceeds of the sale. Furthermore, items which Mrs Richards has claimed as disbursements are either grossly exaggerated or items for which no fee is supposed to be charged. She has therefore acted dishonestly and in a manner unbecoming of a member of the legal profession. We therefore find that Mrs Pamela Stanzia Richards has violated the following Rules of the Code of Conduct:

- a. Rule 2 - Failing to uphold at all times the standards, dignity and high standing of the legal profession
- b. Rule 4 (1) (a) - Failing to act with honesty, competence, and professionalism as is reasonably necessary for the preparation and conduct of a case;
- c. Rule 4 (1)(a) - Failing to act with independence in the performance of her functions and engaging in activity which compromises her independence or which reasonably creates the appearance of such compromise;
- d. Rule 4 (1) (c) - Failing to act with integrity to ensure that her actions do not bring the administration of justice into disrepute.
- e. Rule 40 (5) - Accepting a brief or instructions on terms that payment of fees shall depend upon or be related to a contingency.

19. Furthermore we direct that Mrs Richards hands over the property to Miss Pearl Reffell forthwith, that is within 1 hour of the delivery of this ruling. She is to give account of all monies derived from the property since she took possession of it to date within 7 days of this ruling. The invoice should be submitted to the Master and Registrar for taxing. Miss Pearl Reffell shall then pay or cause to be paid the amount found to be due and owing by the Master and Registrar.

20. In the light of our above findings, we find that this case is so serious that only a suspension from practice for a considerable time would be appropriate. This Committee has a duty to maintain the dignity of the profession. We must also protect the public from lawyers who abuse their position in this way. We therefore recommend that Mrs Pamela Stanzia Richards be suspended from practice pursuant to section 36 (1)(b) of the Legal Practitioners' Act 2000 for a period of **48 months** starting from the day of delivery of this ruling.

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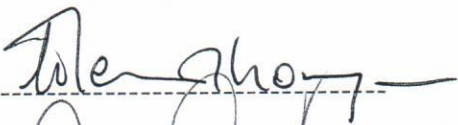
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- d. Rule 4 (1) (c) - Failing to act with integrity to ensure that her actions do not bring the administration of justice into disrepute.
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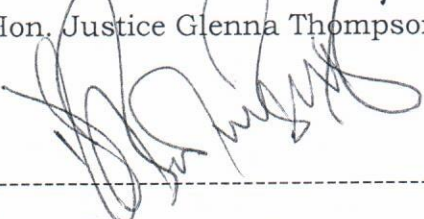
20. In the light of our above findings, we find that this case is so serious that only a suspension from practice for a considerable time would be appropriate. This Committee has a duty to maintain the dignity of the profession. We must also protect the public from lawyers who abuse their position in this way. We therefore recommend that Mrs Pamela Stanzia Richards be suspended from practice pursuant to section 36 (1)(b) of the Legal Practitioners' Act 2000 for a period of **48 months** starting from the day of delivery of this ruling.

21. Finally we note that Mrs Richards was called to the Bar in 2010 and signed the permanent register in 2011. Yet by 2013, Mrs Richards was signing as Head of Chambers of law firm. Whilst there are no minimum qualifications or experience for the establishment and operating of independent practice by lawyers in this country, this case like many of the others we see, proves that inexperienced and junior lawyers have no business heading law firms.


Signed:



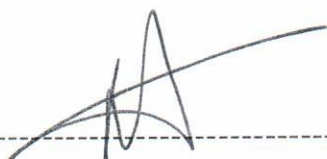
Hon. Justice Glenna Thompson JSC



Derek Beoku-Betts Esq.



Mrs Sally Vinod- Khatumal



Ms Millicent Stronge