

**COUNCIL OF LEGAL EDUCATION
NORMAN MANLEY LAW SCHOOL**

**LEGAL EDUCATION CERTIFICATE
SECOND YEAR EXAMINATIONS, MAY 2021**

ETHICS, RIGHTS AND OBLIGATIONS OF THE LEGAL PROFESSION

MONDAY, MAY 17, 2021

Instructions to Students

- (a) Duration: **24 hours**
- (b) Students shall enter their Examination ID Number **only**, **not their names**, on the cover page, the Academic Integrity Statement and on every separate page of the examination script.
- (c) The examination should be answered on letter-sized (8.5 x 11) paper only.
- (d) The examination should be submitted in Arial font 12 line spacing 1.5.
- (e) Students should clearly indicate the names of any cases with the citation and legislative provision/s (section number and Act) on which they rely to support their arguments. Consider using italics and/or bold text to make references prominent. (For example, *Rylands v Fletcher* [1868] UK HL1; **s.69 Real Property Act**). Sufficient detail is required to allow the examiners to understand the source of law that is being cited.
- (f) Footnotes, endnotes and bibliography are not to be used.
- (g) Where word limits have been given, the actual word counts must be included at the end of your answer. Students who have exceeded the word limits will be penalised.
- (h) Students shall number the pages of their examination script as follows: Page 1 of 12, Page 2 of 12, etc.
- (i) In answering the question, a candidate may reply in accordance with the law of a Commonwealth Caribbean territory zoned for this school, **but must state at the beginning of the answer the name of the relevant territory.**

- (j) Each Student **must** ensure that their Anonymous ID in TWEN is changed to their four digit Examination ID Number, prior to submitting their examination script.
- (k) The examination script, with the cover page and Academic Integrity Statement saved in **ONE PDF DOCUMENT**, must be submitted in **ELECTRONIC** format via the **Year II MAY 2021 EXAMINATIONS, ETHICS, RIGHTS AND OBLIGATIONS OF THE LEGAL PROFESSION DROP BOX on TWEN** by **Tuesday, May 18, 2021 NOT LATER THAN 9:00 a.m. (Jamaica) 8:00 a.m. (Belize) and 10:00 a.m. (Eastern Caribbean)**.
- (l) To upload the examination script which has been saved as one pdf document which includes the cover page and Academic Integrity Statement, you must follow these steps:
- Go to ***www.lawschool.westlaw.com***.
 - Log in using your username and password credentials and select the **TWEN** button.
 - Click on the link for **“Assignments and Quizzes”** located on the left-hand side of the navigation screen.
 - Select the relevant examination and the examination drop box as follows:
 - Year II students with Examination ID numbers between 2100-2177 must upload script, cover page and Academic Integrity Statement to folder titled **“Drop Box A Year II - 2100-2177”**.
 - Year II students with Examination ID numbers between 2179-2252 must upload script, cover page and Academic Integrity Statement to folder titled **“Drop Box B Year II - 2179-2252”**.
 - Year II students with Examination ID numbers between 2253-2326 must upload script, cover page and Academic Integrity Statement to folder titled **“Drop Box C Year II - 2253-2326”**.

Earl Weeks has been practising law for over twenty years. He started his legal career as a prosecutor in the Office of the Director of Public Prosecutions/Attorney General’s Chambers in your jurisdiction. He felt that, having gained enough experience, he would establish his law firm, so he resigned from that office in January 2015 and entered into private practice under the style, Weeks & Associates, Attorneys-at-Law. He hired a secretary, and Tuck Watts, a law clerk, to assist him in the firm. His office was located in

the crowded area of Midtown in the capital, where several law firms and law offices are located.

In order to announce his transition from the public bar to private practice, and to be unique and distinctive, he printed size 5"x5" business cards with a bold colour scheme, decorative laser-cut edge and a 3D image of himself which, when tilted, displayed him wearing his court attire. He also took out a full page directory listing in colour, with bold text and in large font, listing all conceivable areas of practice. On his website, he described himself as principal and the law clerk as his associate. He erected on the roof of the building that houses his office, a digital billboard with LED laser lights. The billboard alternately displayed an image of Mr. Weeks in his robe and in a suit and tie, under the caption:

SIMPLY THE BEST LEGAL MOUTH PIECE IN THE JURISDICTION - experienced prosecutor turned champion of the people! Call Earl Weeks today at (000) 123-4567 to handle all your legal needs. I AM YOUR LAWYER!

His friends in the police force, stationed in various parts of the jurisdiction, were so happy that he had established his firm, that they agreed to distribute his professional announcement cards and business cards to victims attending the police station to report incidents.

One of his first clients was Mrs. Adassa Yardlee, a national of your jurisdiction, who resides in the USA. In early 2015, she retained his services to secure a Grant of Letters of Administration in the estate of her late husband, Phillip Louis Yardlee. She signed a retainer letter and paid US\$2,000 as an advance on account of fees and US\$500 for disbursements, at Mr. Weeks' request. He deposited those amounts into the Office Account of Weeks & Associates, but took no action in respect of the matter.

In June 2016, Mr. Weeks received the following letter from Mrs. Yardlee:

June 10, 2016

RE: My husband Phillip Louis Yardlee's estate

Dear Mr. Weeks,

I have found a Will (which is enclosed in this letter) signed by my husband where I am named as executrix, so please discontinue obtaining the letters of administration and proceed to pursue a probate of the Will.

Please let me know your charges for obtaining the Probate.

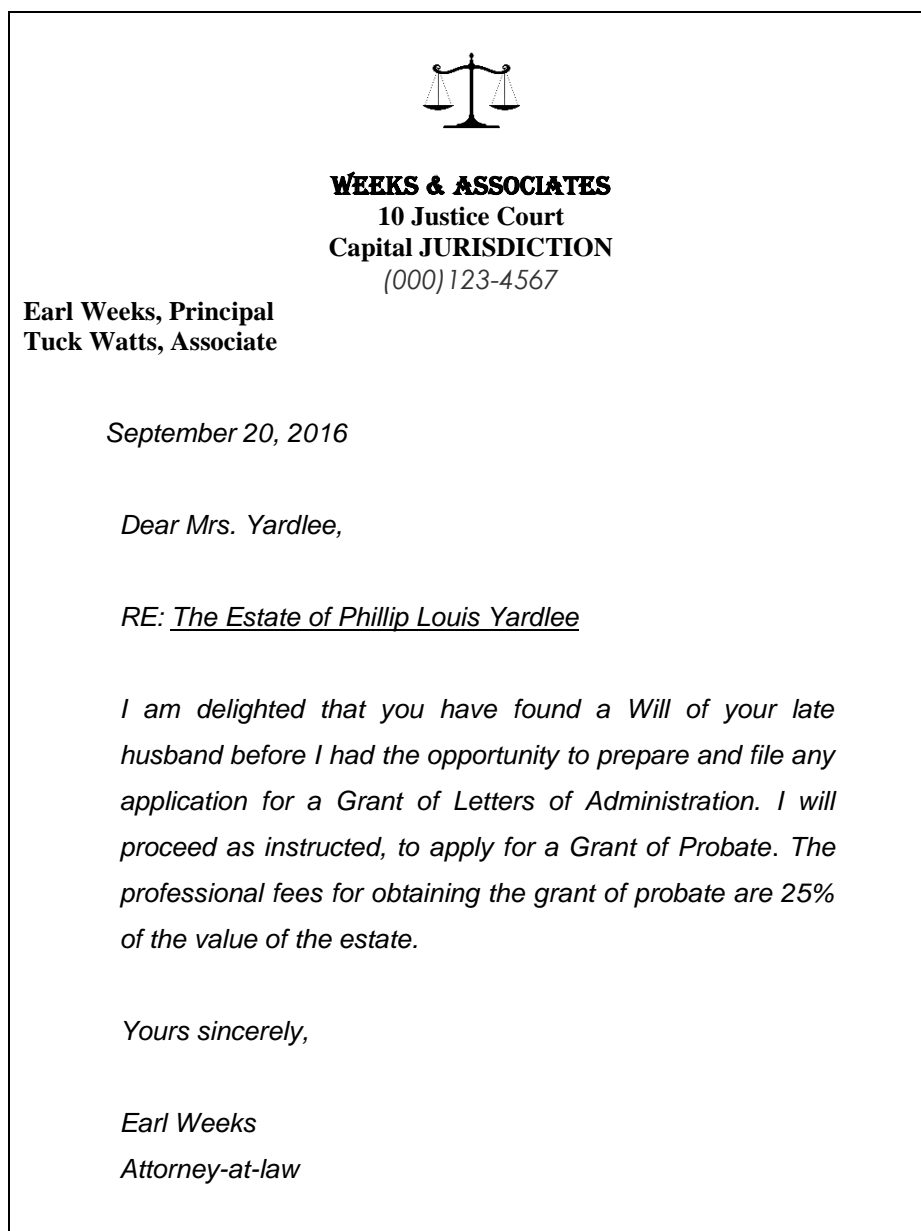
Thank you.

Yours Sincerely,

Mrs. Adassa Yardlee

Following receipt of the above letter, Mr. Weeks began an investigation to ascertain the assets of Phillip Louis Yardlee. He discovered that the estate consisted of several parcels of land. Some of these properties were leased to third parties. There were also stocks and shares. He could not believe his luck in landing such a large estate to handle, and felt that this would be the 'mother lode' for his practice.

He wrote to Mrs. Yardlee:



Three months later, having heard nothing further from Mr. Weeks, Mrs. Yardlee grew anxious about the progress of her matter. She made frequent efforts to contact him for information, to no avail. Each time she called, the secretary's response was that "he is not in office" or "he is in court" or "he is in a meeting". Eventually, she was able to speak with him in February 2017 and she enquired about the progress of the probate. Mr. Weeks told her that the matter was very complex but that he was making progress in putting the documents together.

In reality, Mr. Weeks was unfamiliar with probate work and he was learning as he went along.

Subsequent to that telephone conversation, Mr. Weeks received the following letter from Mrs. Yardlee:

March 1, 2017

RE: My husband Phillip Louis Yardlee's estate

Dear Mr. Weeks,

I am happy that I was able to eventually reach you on February 14, 2017 regarding the probate of my husband's Will which I sent to you in June 2016.


As you know, I am a lady of advanced years (80 years to be exact). I am very anxious to have the administration of the estate attended to urgently. I am very concerned that to date you have not secured the probate of my husband's estate.

I implore you to attend to it as there are several issues with the tenants and neighbours. I am worried that if these issues are left unresolved it will be detrimental to the estate and impact its solvency. The state of affairs of the estate has caused and is causing me distress and anguish. I am leaving the island very soon to rejoin some of my children in the USA. You can contact Miss Lashington, my deceased husband's former housekeeper who could assist in showing you some of the land and explain some of my husband's affairs.

Yours Sincerely,

Mrs. Adassa Yardlee

In January 2019, having finally secured the Grant of Probate in December 2018, Mr. Weeks sent the bill set out below to Mrs. Yardlee:

 WEEKS & ASSOCIATES 10 Justice Court Capital JURISDICTION (000) 123-4567	
Earl Weeks, Principal Tuck Watts, Associate	
Taking instructions to Apply for Letters of Administration	US\$ 750
Preparing and settling Application for Letters of Administration	US\$ 2,500
All work done in applying for and obtaining Grant of Probate (35% of US\$3,000,000 being value of estate)	US\$1, 050,000
Other Charges	
Filing Fees (3 times)	US\$ 150
Bearer Fees	US\$ 50
Less Payment on Account	US\$ 0
TOTAL DUE	US\$ 1,056,450
With Compliments Earl Weeks	

When forwarding the bill, Mr. Weeks told Mrs. Yardlee that a large part of the delay in securing the Grant was attributable to staff and officers of the Supreme/High Court who were victimizing him and were out to get him. Mr. Weeks had felt so aggrieved about the conduct of the court staff that he had even posted a comment on his website, describing them as “dim-witted, dunce and uneducated who are a pox on the administration of justice”. In fact, the Registrar of the Supreme/High Court had rejected the application on more than one occasion, due to errors in the documentation and this led to his having to refile the application twice.

Mrs. Yardlee paid the bill.

In furtherance of the administration of the estate, Mrs. Yardlee then instructed Mr. Weeks to sell a number of the properties in order to pay estate duties. In one such case, Mr. Weeks acted for the estate in the sale of property located at Bolans Heights to Marisol Cruz and Victor Amirquez (“the Purchasers”). A first legal mortgage in favour of the Peninsular Bank (“the Bank”) was registered on the title to the Bolans Heights property as at May 7, 2000 in the sum of US\$150,000 to secure a loan to Phillip Yardlee. The Purchasers received approval for a mortgage loan from the Bank in the sum of US\$450,000 in order to purchase the property at Bolan Heights. It was agreed between the parties that the proceeds of the Purchasers’ mortgage would first be applied to discharge Phillip Yardlee’s mortgage and the balance, amounting to US\$275,000, would be paid to Mr. Weeks as vendor’s attorney-at-law.

In March 2020, the Purchasers signed the instrument of mortgage on the Bolan Heights property in favour of the Bank in the amount of US\$450,000. Mr. Weeks provided EssexCambridge, the law firm acting for the Bank, with the relevant documents to complete the transfer of the property and to register the mortgage from the Purchasers. Mr. Weeks was assured that he would receive the net proceeds of the mortgage after the amount due in respect of Phillip Yardlee’s indebtedness to the Bank was deducted. The Bank discharged the Yardlee mortgage in April 2020. Subsequently, on May 17, 2020, the sum of US\$450,000 was wire-transferred by the Bank into the Office Account of Weeks & Associates, details of which had been provided by Mr. Weeks. Mr. Weeks withdrew the money from the Office Account and placed it in his personal investment account. Sometime after, he withdrew the interest earned on the money invested and purchased a Toyota Crown Deluxe motor car.

On May 25, 2020, the Bank realized that it had mistakenly failed to deduct from the mortgage proceeds, the amount to settle the Yardlee mortgage. This mistake was communicated by the Bank to its attorneys-at-law, EssexCambridge. On May 26, 2020, Miss Garcia of EssexCambridge telephoned Mr. Weeks to inform him of the mistake and requested that he return the amount overpaid by the Bank. This was followed by a letter dated May 30, 2020, from EssexCambridge to Mr. Weeks demanding the immediate return of the money. Mr. Weeks, having received the letter, did not respond

to EssexCambridge and did not return the money as directed. In subsequent telephone calls from Miss Garcia to Mr. Weeks she pressed him to return the funds and he promised to do so no later than June 5, 2020, but did not. To date, the Bank has not received the money from him.

Mr. Weeks told Mrs. Yardlee that there was an issue with the payment by the Bank of the mortgage proceeds which would take a while to be resolved, so he needed another source of funds to pay the estate duties. He suggested to her that in order to raise the money quickly he would be willing to purchase from her 2500 shares in Alphabet Inc. left to her under the Will. She agreed, as she had no particular understanding of, or interest in, shares and she desperately wanted to get the estate duties paid, particularly as Mr. Weeks has advised her that penalties are incurred for late payment. Mr. Weeks purchased the shares for US\$65 each. At the time the shares were valued at US\$130 each.

In accordance with Mrs. Yardlee's further instructions, Mr. Weeks commenced an action in court to recover possession, arrears of rent and damages for breach of contract in respect of property leased to Mateo Vargas. On the day set for the hearing of the matter, Mr. Weeks, who was occupied in an ongoing civil trial, asked Tuck Watts to attend court on his behalf. At the commencement of the hearing, Tuck Watts introduced himself and told the court that he was instructed by Weeks & Associates and appeared for and on behalf of the estate of Phillip Louis Yardlee. The hearing proceeded but was adjourned after a short while to allow the parties to discuss a settlement of the matter. When Tuck Watts returned to the office, he telephoned the defendant's attorney-at-law and proceeded to negotiate a settlement. The terms of the settlement were embodied in a consent order whereby it was agreed that the defendant would vacate the premises by May 31, 2020, would pay 50 percent of the outstanding rent but no damages, and each party would bear their own costs. He reported the outcome of the negotiation to Mr. Weeks who signed the settlement. It was then sent to Mr. Vargas who also signed and then returned it with the agreed amount in respect of the arrears of rent.

Over the course of their discussions and interactions, Mr. Weeks grew quite fond of Miss Lashington, the former housekeeper and caregiver of Mr. Yardlee. She had been introduced by Mrs. Yardlee to Mr. Weeks, some years prior, as someone who could provide information concerning her husband's affairs. He often complained to her about how demanding Mrs. Yardlee was as a client.

One of the properties in the Yardlee estate was a subdivision in the district of Newcastle. Mrs. Yardlee instructed Mr. Weeks to sell the lots in the subdivision. A number of persons were interested in purchasing all the lots at Newcastle, but Mr. Weeks told Mrs. Yardlee that he was unable to accept any offers for all the lots as Miss Lashington had claimed that she was entitled to one of them. She (Miss Lashington)

alleged that Mr. Yardlee had given her the lot in appreciation for her thirty-six years of service to him. Mr. Weeks felt that she was deserving of the land.

Despite Mrs. Yardlee's suspicion that Mr. Yardlee had done no such thing, she told Mr. Weeks that the family would consider giving Miss Lashington a piece of land elsewhere for her years of service to Mr. Yardlee. However, she would not consent to giving her a lot at Newcastle, as potential purchasers wanted all the lots. Mr. Weeks indicated to Mrs. Yardlee that Miss Lashington had "some papers" which in his view supported her claim. He therefore recommended that Mrs. Yardlee allow him to negotiate a purchase of the lot from Miss Lashington to enable him to proceed with the sale of all the lots to one of the potential purchasers.

Mrs. Yardlee refused to execute the sale and purchase agreement. Mr. Weeks quietly encouraged Miss Lashington to initiate a claim against Mrs. Yardlee. He even supplied her with information about the administration of the estate and the state of Mrs. Yardlee's marriage to Mr. Yardlee in order for her to advance her claim. Consequently, in her affidavit, Miss Lashington accused Mrs. Yardlee of attempting to fraudulently and unlawfully selling her land. She further alleged that Mrs. Yardlee had neglected her husband for all the years that she had acted as his housekeeper. She also accused Mrs. Yardlee of refusing to pay Mr. Weeks his fees, purely because she was upset that he (Mr. Weeks) took Miss Lashington's side in the matter of her claim to the Newcastle lot. He drafted the court papers and agreed to have a colleague from another firm file them and represent her in the matter.

In March 2021, Mr. Weeks received the below letter from Mrs. Yardlee:

March 10, 2021

RE: My husband Phillip Louis Yardlee's estate

Dear Mr. Weeks,

I have written to you several times but have received no response from you. I tried calling but can never reach you. It is very costly to keep calling from America.

You have not, despite my many written requests, provided a report on the administration of the estate. In good faith, I paid that bill that you sent me in January 2019. Since then my son has looked at it and it is clear that we need to have a serious discussion about it.

I cannot get any information from you. I feel that all you are doing is milking the estate. I have not been told about any of the proceeds of sale you are holding for the estate or the progress made in any of the other transactions.

Thanks to you the estate is in a mess.

I will be returning to the jurisdiction in two weeks and you will be hearing further from me.

*Yours Sincerely,
Mrs. Adassa Yardlee*

Required:

What are the ethical issues that arise from the manner in which Mr. Weeks has conducted his practice as evidenced by the forgoing facts and their legal implications?

Note:

Your answer should not exceed **4,500 Words**.

END OF PAPER