

In re Report of the Grievance and Ethics Committee on the Investigation into the Complaint of the Liberian Ivorian Logging Corporation against COUNSELLOR SAMUEL E. H. PELHAM.

Argued May 1, 1978. Decided June 29, 1978.

1 The Supreme Court has jurisdiction to consider and pass on directly the recommendation of the Grievance and Ethics Committee with regard to disciplinary proceedings against a member of the bar without the necessity for prior submission of the recommendations to the National Bar Association.

2 The Chairman of the Grievance and Ethics Committee who presided over disciplinary proceedings against a counselor at law may appear to represent the Committee and defend its report before the Supreme Court on consideration by the Court of the recommendations of the Committee.

3 A counselor at law who accepts money for his own use from the adversary of his client or purports to render a service to such adversary is guilty of violating his professional oath by representing conflicting interests, and is therefore subject to suspension from the practice of law.

On complaint filed by the Liberian Ivorian Logging Corporation against a counselor of the Supreme Court, Mr. Samuel Pelham, the Grievance and Ethics Committee of the National Bar Association found that Counselor Pelham, while representing Silib International to collect a debt from the complainant, had represented conflicting interests in violation of the Code of Moral and Professional Ethics in accepting money from the adversary of his client and that he should therefore be suspended from the practice of law for six months if he repaid the money taken from complainant by a given date, or for two years if he failed to pay within the prescribed period.

On consideration of the report of the Committee by the Supreme Court, it was held against the contention of Counselor Pelham that the Court had jurisdiction over disciplinary proceedings against a lawyer on direct submission from the Committee, and without appellate proceedings. The Court agreed with the findings of fact of the Committee and confirmed its recommendation that the

Counsellor be suspended from the practice of law, adding to its order the provision that if at the end of two years, the money had not been refunded to the complainant; the counsellor should be permanently disbarred.

Samuel E. H. Pelham pro se. *Toye C. Barnard* for the Grievance and Ethics Committee.

MRS. JUSTICE BROOKS-RANDOLPH delivered the opinion of the Court.

On July 4, 1977, the Liberian Ivorian Logging Corporation addressed a complaint to the Chief Justice against a counsellor of the Supreme Court, Counsellor Samuel E.

H. Pelham, which read in part as follows: "Early this year, a writ of arrest by attachment was issued and served on the Liberian Ivorian Logging Corporation (LILCO) in an action of debt for the amount of \$21,000 based on the complaint of Silib International legally represented by Counselor Samuel E. H. Pelham.

"Being informed of the lawsuit against the Corporation, Mr. Gaoussou Daiby, an Ivorian national, proprietor and President of that Corporation, went to Counselor Pelham and said : 'Seeing the tight relation between Presidents William R. Tolbert, Jr., of Liberia and Felix Houphouet Boigny of the Ivory Coast, and their people, lawsuits must be avoided among ourselves and most particularly in the question of a black brother who came to join you in the uplift of Liberia and African development as a whole.' Mr. Diaby went on and asked Counsellor Pelham to make a bill of costs, as lawyer for the plaintiff and one who stands a better chance to know exactly how much money was spent by his client and how; at the same time Mr.

Diaby begged Counselor Pelham to grant him a little

period of time just necessary for him to go back to the Ivory Coast and transfer money to Liberia regarding such matter.

"In response, Counsellor Pelham said that the bill of costs including court expenses amounted to \$30,000 and he also granted Mr. Diaby 15 days for which \$1,000 was paid to him for closing his mouth and commission on the time granted Mr. Diaby. (No receipt was issued to that effect of course.)

"A day before the expiration of the time granted Mr. Diaby and which was on a Saturday, Mr. Gaoussou, from Abidjan went straight to Counsellor Pelham's office and paid to him an amount of \$7,500 CFA francs, equivalent to \$30,000 at the rate of 250 CFA francs to a U.S. dollar. Counsellor Pelham then issued LILCO a receipt through Mr. Diaby for the amount he received and on which receipt he mentioned that the D-8 Caterpillar then attached by the Hon. Debt Court and parked in the premises of an Italian, Mr. Pino, instead of the Court's, was released and could be collected by *LILCO at any time desired because he said he had already withdrawn the matter from the court and accordingly too.*

"Hon. Chief Justice, to our greatest surprise, when we went to make collection of said Caterpillar for which we had already paid \$1,750 to a man to transport our machine to the operations center at Toe-Town, Grand Gedeh County, R.L., we were met with an official notice affixed on the Caterpillar bearing the signature of the Debt Court sheriff, Mr. Slocum, prohibiting the removal of the D-8 Caterpillar by anyone because nothing had been accordingly settled with the Debt Court he concluded....

"Honorable, we are very much respectfully appealing to your kind offices to assist us in carrying on our operation as before. By this we mean, Chief Justice, we beg that you please call Counsellor Pelham

in order for him to locate at least the present position of our D-8 Caterpillar being that we have already settled all of our obligations with the court and his client through him according to his request as lawyer for the complaining party (Silib International)." On July 1, 1977, Chief Justice Pierre brought this matter to the attention of the Grievance and Ethics Committee in his letter as follows: "Dear Chairman Barnard: "I am sending you a copy of a letter I received in which complaint has been made against Counsellor Pelham, involving an enormous sum of money which the complainant claims was paid to the counsellor by his company, for a logging company with whom they have some dispute. According to my understanding, a Caterpillar is involved. "From what has been reported, it seems that the complainant is charging Counsellor Pelham with double dealing, because he is supposed to be representing the Logging Company, yet he has received money from the complainant's company paid to the counsellor in order to facilitate a settlement out of court. The complainant reports that in spite of these facts, an amount of \$30,000 was given to Counsellor Pelham to settle the matter and the money has not been accounted for. "You will proceed immediately to look into the matter and let us know what are your findings. Mr. Lloyd will give you all the facts pertaining to the matter. "With kindest regards, "Faithfully yours, 44 [Sgd.] JAMES A. A. PIERRE,
Chief Justice."

Based upon the letter of the Chief Justice, the following communication by the Chairman of the Grievance and Ethics Committee, Counsellor Toye C. Barnard, was

addressed to Counsellor E. H. Pelham, dated July 13, 1977 : "Dear Counsellor Pelham : "We are forwarding you herewith a photocopy of a letter of complaint submitted to our Committee by the Liberian Ivorian Logging Corporation, through the Chief Justice of Liberia, His Honor James A. A. Pierre, against you. Please let us have your observations in connection with this complaint between today's date and the 18th instant. "In submitting your observations, we will appreciate it were you to be good enough to send us eight copies thereof and of any relevant documents you may wish to file with your observations." In response to the request of the chairman of the Grievance and Ethics Committee, Counsellor Pelham tendered the following observations, dated July 16, 1977 : "Chairman Toye C. Barnard and Members of the Grievance & Ethics Committee, Montserrado County Bar, Monrovia. "Gentlemen: "This is to acknowledge the receipt of your letter dated July 13, 1977, transmitting a copy of a complaint filed against me by the Liberian Ivorian Logging Corporation through the Chief Justice of Liberia. "In obedience to your instruction, I herewith submit the following : "Some time ago, Anis Hajezi of Hajezi Brothers, Sinkor, Monrovia, retained the legal services of this office to collect the sum of \$4,500 from Hamidou Diaby, Manager of LILCO, who had issued worthless checks in favor of Mr. Hajezi for the above amount. A writ was applied for and issued against Mr. Diaby. However, Mrs. Mary Harris, wife of the late Senator Harris' son from Tappita, Nimba County, intervened in this matter and requested us not

to send the defendant to jail, and informed us that she knew the father of Mr. Diaby. I yielded to Mrs. Harris' intervention. Later, Mr. Dalil Farhat of Randall Street paid the said amount on behalf of Mr. Hamidou Diaby.

"After this transaction, Mr. Hamidou Diaby approached me to be his friend due to the gesture rendered him. He informed me that he was going to ask his father for me to be their legal representative since Counsellor A. B. Tolbert, their original counsel, was deeply engaged with official matters, and that the Company was indebted to several companies in about \$200,000.

"Honorable A. B. Tolbert also sent me a letter, requesting me to collect \$21,000 from the Liberian Ivorian Logging Corporation, thereby representing Silib International. I was informed by the manager of Silib International. I was trying to collect this amount through Counsellor Hunter but his effort was in vain. For filing fees, property valuation, transportation, and other legal expenses, \$2,000 was given me by Silib International. There and then, I filed an action of debt by attachment against LILCO in favor of Silib International. LILCO was represented by Counsellor C. Abayomi Cassell, who advised his client to go along with the sheriff so that one of the Caterpillars could be attached. The bailiff of the Debt Court together with the defendant went up to Toe-Town and a D-8 Caterpillar was attached; but the bailiff reported to court that the Caterpillar could not be removed as something was wrong. Defendant having heard about the attachment proceedings, placed the Caterpillar in a reversed order thereby making it impracticable to bring said Caterpillar to Monrovia.

"After the statutory period of ten days, no answer was filed by defendant LILCO and a certificate to this effect was obtained. At this time, Judge Cooper had

resigned. I approached the Chief Justice and requested him to appoint a judge in the Debt Court so that this case could be heard. During this time, plaintiff informed me that defendant was about to elope with the Caterpillar to Ivory Coast. Accordingly, I addressed a letter to the sheriff explaining that there being no judge, the attached Caterpillar should be brought down to Monrovia.

"When the sheriff went to have the said Caterpillar brought down, not knowing that the Caterpillar had been placed in a reversed order, and in an effort to bring same down, it was damaged by the representative of plaintiff. This was also reported to the court by the sheriff.

"After a while, a judge of the Debt Court not having been appointed, defendant came to me and informed me that the Caterpillar had been damaged, and knowing that the sureties to the attachment bond were going to be held responsible for said damage, I wrote a letter to have the said Caterpillar released since there was no judge.

"Therefore, Mr. Diaby's father came from Ivory Coast and gave me a big gown [*sic*] just because I did not permit his son to be jailed. He also explained to me that since Hon. A. B. Tolbert was engaged, I should be their legal representative.

"Honorable A. B. Tolbert being the one who has vitally contributed toward the promotion of Silib International, invited LILCO to a conference and when its manager returned, he told me that Hon. A. B. Tolbert had a fruitful conference with them for which he commenced by suggestion and asked that I be their agent in Monrovia. Defendant, LILCO, sent a Frenchman to take over the affairs of the Company in Monrovia, who was instructed to work with me, save the produce of the Company in order to settle the matter. However, he promised to send me

25o CFA

(\$30,000) through the bank because, according to him, it was illegal for him to send the money directly to me. The amount was sent and Hon. A. B. Tolbert sent a letter to me by his security to receive this amount. The security and Mr. Diab went around for two days in search of the manager of Silib International to have the money paid, but he was nowhere to be found. Later, a withdrawal was filed by the manager.

"It might be of interest to mention that without the knowledge of this office, a D-8 Caterpillar which was not attached was brought down and landed at Bushrod Island instead of the yard of the Temple of Justice. After the money was paid, the balance was taken to the bank for changing but was not honored. Therefore, I was compelled to have it changed by a money changer for \$5,000 which amount I used as my legal fees. I there and then filed a notice of withdrawal, withdrawing the action from court, and I requested the court to release the attached Caterpillar to LILCO. It was at that time that the manager of Silib International approached and informed me that they had someone to buy the Caterpillar arrived at Bushrod Island. Under the law, the Caterpillar could not be sold to a third party except it is exposed to public auction by order of court. There being no judge of the Debt Court at that time to have given such order clearly shows that I played no part in the illegal transaction.

"Immediately after this, a notice of change of counsel from me to Attorney Daniel Tolbert was filed by Silib International. Thereafter, the Dukuly & Perry Law Association filed a submission and several assignments were made for the hearing of said submission but Counsellor Perry nor any other counsellor from the office appeared; growing out of which, I filed a mandamus proceeding before the Supreme Court which was not granted until an investigation was ordered by Justice Azango. The mandamus proceedings have

been argued, a copy of which is hereto attached for your information.

"If Silib International made foreign expenses in this case exceeding \$7,000 when the Court was not in operation, I know nothing about same. I have made all efforts as far as filing a mandamus proceeding for the release of the Caterpillar, which is still pending before the bench *en banc*. Is this unprofessional? If the Caterpillar has not been delivered to the complainant, I am not to be held responsible but the Debt Court.

"With kindest regards, "Very truly yours, "[Sgd.] SAMUEL E. H. PELHAM,
Counsellor at Law."

Upon receiving the foregoing letter from Counsellor Pelham, Chairman Barnard instituted an investigation into the matter and submitted a report from the Grievance and Ethics Committee to the Chief Justice, the text of which is given below :

"February 24, 1978.

"His Honor James A. A. Pierre, Chief Justice of Liberia, Temple of Justice, Monrovia, Liberia. "In re : *Report of the Grievance and Ethics Committee on the investigation into the complaint of the Liberian Ivorian Logging Corporation against Counsellor Samuel E. H. Pelham.*

"Dear Mr. Chief Justice :

"On July 4, 1977, the Liberian Ivorian Logging Corporation, represented by Arthur N. Lloyd, wrote a letter of complaint to the Chief Justice of Liberia complaining against Counsellor Pelham. A copy of the complaint was forwarded to the Grievance and Ethics Committee by the Chief Justice.

"Facts :

"The facts show that on December 21, 1976, an action of debt by attachment was filed in the Debt Court for Montserrado County against the Liberian Ivorian Logging Corporation. Pursuant to the service of the writ of attachment, a D-8 Caterpillar located near Toe-Town, Grand Gedeh County, and belonging to the defendant, Liberian Ivorian Logging Corporation, was attached and placed under custody of the Debt Court for Montserrado County. Counsellor Pelham represented the plaintiff, Silib International. The total amount sued for was \$21,000. This amount is broken down as follows :

Principal amount plus interest Total	\$16,000.
Plaintiff's Counsel	\$5,000.
Total	\$21 ,000.

"After the suit had been filed and process served on the defendant, Mr. Diaby, manager of the defendant company, approached Counsellor Pelham and informed him that he had no intention of pursuing a long drawn-out litigation, but rather, he decided to settle the matter by paying the amount due including the costs of court. Counsellor Pelham informed Mr. Diaby that the bill of costs amounted to \$30,000. Mr. Diaby asked for 15 days' grace period within which he would go to the Ivory Coast and bring back the amount of \$30,000.

"While the case was pending before the Debt Court, Counsellor Pelham impressed on the defendant that he could permit them to use the Caterpillar for 15 days, and for such a service he asked the defendant to give him \$1,000. The defendant contended that they gave Counsellor Pelham the \$1,000. This allegation was denied by Counsellor Pelham, but the defendant exhibited a copy of a letter written by Counsellor

Pelham, addressed to the commanding officer of Toe-Town police substation which reads as follows : " `March 4, 1977.

" `The Commanding Officer, Toe-Town,
Grand Gedeh County,
Republic of Liberia. " 'Dear Sir:

" 'Upon the receipt of this letter you will please release the Caterpillar under attachment to the Liberian Ivorian Logging Corporation to continue its operations till the Isth instant at which time the matter will be settled and finally closed.

" 'You will further be advised on the 15th of March. And for so doing this shall constitute your legal and sufficient authority.

" 'Kindest regards,

" 'Very truly yours,

" [Sgd.] SAMUEL E. H. PELHAM,

Counsellor for Plaintiff.'

"From the reading of the above quoted letter, it becomes obvious that Counsellor Pelham did order the commanding officer of Toe-Town police substation to release the Caterpillar to the defendant company for a limited period of 15 days while the case was pending before the Debt Court for Montserrado County without the knowledge or order of Court. It would be difficult to believe that the Counsellor would assume such a duty without consideration or any financial benefit to him.

"One wonders why would a Counsellor of the Supreme Court with long years of practice experience interfere with a chattel that had been seized by the ministerial officer of court and thereby placed under the jurisdiction of the court without further order of court.

"How can the counsel for plaintiff who instituted the attachment proceedings under order of court request the release of the attached property without order of court? As strange as this episode may seem it is a matter of fact. The defendants used the Caterpillar for 15 days upon the instructions of Counsellor Pelham, counsel for the plaintiff.

"In keeping with the writ of attachment, the total amount sued for was \$21,000. This amount includes 10% interest charged on the principal amount of \$16,000. On the face of the complaint and the bill of particulars Counsellor Pelham demanded an additional \$9,000 as costs of court plus \$1,000 for releasing the Caterpillar for 15 days.

"On March 16, 1977, following payment of the \$30,000, Counsellor Pelham filed a notice of withdrawal in the Debt Court for Montserrado County. But he never obtained an order of court to have the Caterpillar released, nor has he paid any fees to the sheriff of the Debt Court for which he received the \$9,000 from the defendants. Up to the present the Caterpillar is still under the custody of the court despite the fact that the full amount of the indebtedness plus interest has been paid by the defendant.

"Counsellor Pelham claims that by filing his notice of withdrawal without moving the court to have the Caterpillar released, the sheriff should deliver the Caterpillar to the defendant. This is not an ordinary action filed which does not require a court order for the service of precepts. It was the judge who ordered the issuance of the writ of attachment and therefore a similar order of court is required to have the chattel released by the ministerial officer of the court.

"Coming to the question of the costs of court for which Counsellor Pelham demanded \$9,000 from the defendant, the question is, was the counsellor legally justified to demand such a large sum of money from

the opposing party against whom he had filed the action ?

"Do the costs of court amount to \$9,000? How did he arrive at this figure? The counsellor was not able to give any justification for this amount during the investigation.

"Did he receive a bill of costs from the Debt Court? At no time during the investigation did Counsellor Pelham exhibit any bill of costs from the Debt Court. We have examined the original file from the court and nowhere therein is found a bill of costs issued by the clerk of the Debt Court. It is therefore obvious that the defendant company was deprived of \$ 9,000 by Counsellor Pelham illegally and at the same time their Caterpillar had been idle and exposed to the inclement weather for a period of one year and 2 months, that is, from December 1976 to February 1978.

"During the investigation, Counsellor Pelham was unable to give any justification for the inconvenience and injustice to which he has subjected the defendant company, especially so, when they are strangers in our country and have invested a large sum of money in Liberia.

"The oath of admission as an attorney-at-law, provides in part as follows : 'I will maintain the confidence and preserve inviolate the secrets of my client, and will accept no compensation or reward in connection with his business, except from him or with his knowledge and approval ; I will abstain from all offensive personality, and will avoid connection or association with any shady, dishonest, or dishonorable transaction.'

"Receiving \$1,000 from the defendant by counsel for plaintiff and the granting of authority by plaintiff to defendant to remove and use a chattel which is the subject of attachment proceedings without the knowledge or order of court is illegal, immoral, and in violation of the lawyer's professional oath.

"What was the basis for receiving an additional \$9,000 from the defendant as bill of costs when the bill of costs had not been made by the clerk of court? Would the bill of costs amount to \$9,000 excluding the principal amount sued for? An estimate of the costs of

court would be as follows :			
<i>"Sheriff's fees</i>			
the	Poundage fees		
	4% of the first \$5,000	\$200.00	"Adding up the above items
	2% of \$i6,000	320.00	total comes to \$538.05, which
	For serving the writ of summons	1.00	represents the maximum
	For levying upon property under		amount of costs the court
	a writ of attachment	1.50	collect from the defendant.
could	For making and filing a description		
	of personal property levied upon		
	under a writ of attachment and		
	furnishing an estimate of the value		
	thereof each page	1.00	"The Committee is therefore
at a	<i>"Clerk's fees</i>		loss as to the reason why
	Docketing of the case	1.00	Counsellar Pelham collected
	Issuing writ of summons	.30	additional \$9,000 from the
the	Taxing of bill of costs	.50	defendant since this amount
	Filing a bond	.25	
	Filing complaint, affidavit	2.50	
	Successful attorney fees	10.00	
could not possibly constitute the cost of withdrawing the case from court.			

"Inasmuch as Counsellor Pelham instituted the action of debt by attachment against the Liberian Ivorian Logging Corporation on behalf of his client Silib International Ltd., he represented conflicting interests when he received \$1,000 to allow the defendant to use the attached Caterpillar for 15 days and also when he received an additional amount of \$9,000 from the defendant company as costs of court.

"Rule 6 of the Code of Moral and Professional Ethics provides as follows : 'Within the meaning of this Rule, a lawyer represents conflicting interests when, in behalf of one client, it is his duty to contend for that which duty to another client requires him to oppose. The obligation to represent the client with undivided fidelity, and not to divulge his secrets or confidences, forbids also the subsequent acceptance of retainers or employment from others in matters adversely affecting any interest of the client with respect to which confidence has been reposed.'

"The peculiar phase of this matter is the fact that the companies involved in the debt case are owned predominantly by foreigners who are seeking investment opportunities in Liberia. No one knows the far-reaching effect of such unprofessional practices and how adversely such practices could affect our efforts to attract foreign capital to our country. It is degrading to the profession for a lawyer to receive money from both parties in the case. Rule 24 of the Code of Moral and Professional Ethics provides, among other things, that 'it is the duty of every lawyer, and he should strive at all times, to uphold the honor and maintain the dignity of the profession and to improve not only the law but the administration of justice.'

"Findings

"In view of these circumstances, it is the findings of this Committee :

" I. That Counsellor Samuel E. **H.** Pelham acted illegally and contrary to law when he wrote to the commanding officer in Toe-Town substation to release to the defendant the attached Caterpillar for 15 days without order of court.

"2. That the evidence is strong enough to establish that Counsellor Pelham did receive \$1,000 from the defendant as compensation for the temporary release of the Caterpillar.

"3. That Counsellor Pelham did file a notice of withdrawal but never applied to court for an order to have the case withdrawn and the Caterpillar released.

"4. That the Caterpillar is still in the custody of the sheriff of the Debt Court for Montserrado County.

"5. That Counsellor Pelham did receive \$30,000 from the complainant, Liberian Ivorian Logging Corporation, in satisfaction of a debt of \$21,000, \$16,000 representing the principal amount and \$5,000 representing counsel fees for plaintiff's counsel.

"6. That no bill of costs has been prepared by the clerk of the Debt Court and when a bill of costs is prepared it will not exceed \$600.

"7. That Counsellor Pelham illegally extorted an aggregate amount of \$.10,000 from the Liberian Ivorian Logging Corporation without providing any justifiable reason for doing so.

"Decision

"Consequently, it is the decision of this Committee :

^{II} 1. That Counsellor Samuel E. H. Pelham reimburse the Liberian Ivorian Logging Corporation, defendant in the action of debt by attachment case and complainant herein, the amount of \$10,000 which. represents the amount unlawfully and illegally taken from said company.

"2. That the Liberian Ivorian Logging Corporation should pay directly to the Debt Court the bill of costs

and obtain an order from the judge of the Debt Court for the release of the Caterpillar to the Liberian Ivorian Logging Corporation.

"3. That Counsellor Pelham has violated his professional oath as well as Rules 6 and 24 of the Code of Moral and Professional Ethics and therefore should be suspended from the practice of law directly or indirectly for a period of six months provided he returns the \$10,000 to complainant by Tuesday, March 14, 1978. Upon his failure to pay the \$10,000 within the time prescribed herein, he should be suspended from the practice of law directly or indirectly for a period of two years from date hereof.

"Respectfully submitted : "[Sgd.] TOYE C. BERNARD, *Chairman*;
WHEATON S. THOMPSON, *Member*; EDMOND DILLON, *Member*;
JAMES G. BULL, *Member*;
D. CAESAR HARRIS, *Member*;
E. WADE APPLETON, *Member*; ROGER S. STEEL, *Secretary*."

On May 1, 1978, the Report of the Grievance and Ethics Committee of the National Bar Association was considered by the bench *en banc*. Counsellor Pelham appeared for himself, assisted by Counsellor T. E. Cess Pelham, and Counsellor Toye C. Barnard appeared for the Committee as Chairman.

Both Counsellors Samuel E. H. Pelham and T. E. Cess Pelham argued that the Supreme Court lacked jurisdiction to consider the report of the Grievance and Ethics Committee; they took the position that the matter should have first been submitted to the National Bar Association from which appeal may be taken to the Supreme Court.

Counsellor Samuel E. H. Pelham argued that Counsellor Barnard, who had presided over the investigation as Chairman of the Grievance and Ethics Committee, could not legally, ethically, and professionally appear before the Court to represent either side. These were the two points on which Counsellor Samuel E. H. Pelham rested his argument before the bench *en banc*.

Taking the points he raised in the reverse order, it seems strange that Counsellor Pelham should question the legality of the Chairman who conducted the investigation of the Grievance and Ethics Committee to appear and defend the report. Whom did he consider to be more eligible to do so? An argument of this kind recalls to mind the old adage that "a drowning man reaches for a straw to save his life." Counsellor Pelham did not state any irregularity on the part of the Chairman in conducting the investigation, did not accuse the Chairman of partiality, nor did he indicate that the Chairman had personal interest in the matter. Even so these would have been issues to rise when the investigation was convened. We consider therefore that this is only a delay tactic to deny this Court an early opportunity to examine a matter regarding unethical practices of a counsellor of this Court which, because of its nature, has lagged longer than it should have.

With regard to the question of jurisdiction over the matter by the Supreme Court, this Court has inherent jurisdiction in disciplinary proceedings.

In the disciplinary proceedings, *In re Acolatse*, 22 LLR 219, Syl. 1,2, 3, 4 (1973), the Supreme

Court held:

' 1. In disciplinary proceedings against a lawyer, the Supreme Court always has jurisdiction over the accused and is the final arbiter in such proceedings, passing on all reports and findings of the Grievance and Ethics Committee and the National Bar Association, through which such reports pass.

"2. Hence, such proceedings come before the Supreme Court by virtue of the Court's initiative and without the need for observance of appellate procedure by any of the parties involved.

"3. The Grievance and Ethics Committee is authorized to conduct investigations of all complaints of

unethical and unprofessional behavior brought against lawyers, the findings of fact and recommendations thereof then to be passed on by the National Bar Association for its views thereon.

"4. But the Supreme Court is the only body which can discipline a lawyer for such conduct, for even a judge of an inferior court may only punish a lawyer for contempt shown to that court, but no more."

But this is no novelty, for this principle is supported by practices in foreign jurisdictions. For example, the Supreme Court of each state in the United States has jurisdiction in disciplinary matters with respect to lawyers in their jurisdiction. *In re Macy*, 196 Pac. 1095 (Kansas, 1921); *In re Herrick*, 10 Ill. 2d 357, 140 NE 2d 825 (1956); *Fairfield County Bar v. Taylor*, 60 Conn. 17, 22 Atl. 441 (871).

From a careful examination of all the documents relating to this case, including the observations of Counsellor Samuel E. H. Pelham on the complaint filed against him by the Liberian Ivorian Logging Company, and after a careful study of the minutes of the investigation forwarded by the Grievance and Ethics Committee to which Counsellor Pelham has made no objections, this Court is in complete agreement with the findings of facts by the Grievance and Ethics Committee.

We believe that these proceedings call forth a restatement by this Court of the obligations and requirements of lawyers who practice in the courts of this Republic.

As we are aware, one of the requisites for admission to the practice of law before this Court is that the candidate must present evidence to the Court that he is a person of good moral character, and it would be a great stigma upon an honorable profession if the members of it were powerless to purge it of any who may have been improvidently received into its fold, and whose life thereafter is offensively corrupt, or whose business transactions, even outside of the courts, are characterized by dishonesty.

This Court is not prepared to say that persons of such character have a legal right to officiate as advocates in our courts, which ought to be and generally are temples of justice.

An attorney or counsellor at law occupies a peculiar and very important position. Because of his integrity, he is called on to hold positions in the executive department of government, and is important in the legislative body. We believe, too, that a democratic government cannot long exist without a strong, able, honest, conscientious, and patriotic bar. If a lawyer is not honest, if he is not conscientious, or if he is not patriotic, he is not fit to represent others in the courtroom.

Unprofessional conduct on the part of an attorney or counsellor at law involves a breach of duty which professional ethics enjoin. His acts tend to bring reproach upon the legal profession and to alienate the favorable opinion which the public should entertain concerning it.

"It is not enough for an attorney that he be honest. He must be that, and more. He must be believed to be

honest. It is absolutely essential to the usefulness of an attorney that he be entitled to the confidence of the community wherein he practices. If he so conducts himself in his profession that he does not deserve that confidence, he is no longer an aid to the court, nor a safe guide to his clients." *Fairfield County Bar v. Taylor, supra.*

It must be remembered that justice is administered almost wholly by and through lawyers. The administration of justice is one of the highest of governmental functions.

In view of the foregoing this Court confirms the recommendation of the Grievance and Ethics Committee as follows :

1 That Counsellor Samuel E. **H.** Pelham refund to the

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Liberian Ivorian Logging Corporation, the defendant in the action of debt by attachment and complainant herein,

the amount of \$10,000 which he illegally, unethically, and immorally took from the said Company, not later than Tuesday, the 4th of July, 1978.

2. That Counsellor Pelham having violated his professional oath, as well as Rules 6 and 24 of the Code of Moral and Professional Ethics, as well as that portion of Rule 5 which states that "it is unprofessional to represent conflicting interests," he, the said Counsellor Pelham, should be and is hereby suspended from the practice of law for a period of six months certain. Should he fail to refund the \$10,000 within the time named herein, he shall be suspended for a period of two years; and if at the end of that time the amount remains still unpaid, he shall be forever barred from further practice of law in Liberia. And it is so ordered.

Suspension from practice of law ordered.