

IN THE HONORABLE SUPREME COURT OF THE REPUBLIC OF LIBERIA
SITTING IN ITS OCTOBER TERM, A.D. 2024

BEFORE HER HONOR: SIE-A-NYENE G. YUOHCHIEF JUSTICE
BEFORE HER HONOR: JAMESETTA H. WOLOKOLIE.....ASSOCIATE JUSTICE
BEFORE HIS HONOR: YUSSIF D. KABA.....ASSOCIATE JUSTICE
BEFORE HIS HONOR: YAMIE QUIQUI GBEISAY, SR.....ASSOCIATE JUSTICE
BEFORE HER HONOR: CEATNEH D. CLINTON JOHNSON.....ASSOCIATE JUSTICE

IN RE: GRIEVANCE AND ETHICS COMMITTEE REPORT FILED BY MADAM ESTHER F. WRIGHT AGAINST COUNSELLOR JACOB K. DAYRELL, SR.

MR. JUSTICE GBEISAY DELIVERED THE OPINION OF THE COURT

HEARD: NOVEMBER 12, 2024

Delivered: December 19, 2024

On August 21, 2023, Madam Esther F. Wright filed a complaint against Counsellor Jacob K. Dayrell, Sr. of the Jones and Jones Law Firm in the office of the Chief Justice, Her Honor, Sie-A-Nyene G. Yuoh. The complainant alleged in her complaint that she started interacting with Counsellor Dayrell when he was an Attorney based upon a recommendation she received; that when they met, she explained her issue to him, and he told her all that she needed to do in order for him to proceed with her case. That they also agreed upon his fees and other expenses. The complainant alleged that the parties agreed that Counsellor Dayrell would be paid upon the end of the case.

The case was tried and fortunately, she obtained judgment in her favor with the judge rewarding her Three Thousand United States Dollars (US\$3,000.00) and a total bill of cost which summed up to Three Thousand One Hundred and Ten United States Dollars (US\$3,110.00) and Twelve Thousand Liberian Dollars (LD\$12,000.00).

The bill of cost and writ of execution was served upon the defendant, but he refused to pay and went into hiding. The complainant alleged that she was fortunate to locate the defendant and turn him over to the court. After the defendant was turned over to the court, the court prepared a commitment and sent the defendant to the Monrovia Central Prison pending such time when the defendant could make stipulation to fulfill the bill of cost.

The complainant alleged that she was surprised that the defendant was released from prison without her knowledge or without any stipulation made. When she inquired from Counsellor Dayrell why the defendant was freed from prison, Counsellor Dayrell told her that the judge told him (Counsellor Dayrell) that the defendant does not have any money and so it would be

best for him (Counsellor Dayrell) to let it go. The complainant alleged that she was shocked that her lawyer would tell her this and took it to be some kind of joke but soon realized that Counsellor Dayrell was serious.

The complainant alleged that up to the filing of the complaint, the defendant had not yet paid her money, and Counsellor Dayrell is having a bitter word toward the entire issue. Moreover, the complainant alleged that it was agreed between the parties that in order to pay Counsellor Dayrell, the complainant would give him her six (6) bedroom house on Clay Street to enable him to collect the rental arrears from the tenants until the amount agreed upon as his pay is collected by Counsellor Dayrell. That the agreement provided that Counsellor Dayrell was to collect the rent from November 30, 2020, to November 30, 2023, but that up to the filing of the complaint against Counsellor Dayrell, her house was still in his possession, and he is still collecting money from the said property.

The Chief Justice forwarded the complaint to the Grievance and Ethics Committee (GEC) for onward investigation and submission of its findings to the bench en banc. The committee then reached out to Counsellor Dayrell and asked him to file his response, which he did. Counsellor Dayrell, filed his response in which he basically denied the charges levied against him by the complainant, stating that the complaint was prematurely filed as the complainant clearly stated in her own complaint that he was supposed to collect rent from the property up to November 2023 as a means of settling the legal fees that she owed him, so the fact that she admitted this and filed a complaint in August of 2023 is evidence that the complaint is premature; that the parties agreed as per a retainer agreement that the complainant will give one of her houses to him (Counsellor Dayrell) to collect rental payments until his legal fees were collected; that there was no agreement between the parties for the complainant to pay him Three Thousand United States Dollars (US\$3,000.00) as she had alleged. Counsellor Dayrell further stated that the defendant in the main case was unable to pay any money, even though he was arrested and imprisoned for days and later released by the court on grounds that he was financially indisposed and it was futile to keep him in prison and that when it became unaffordable for the complainant to continue to pay for contempt, she disregarded pursuing the defendant and took possession of her property.

The GEC then conducted a hearing into the matter and both parties appeared and gave testimony on their behalf. However, from the records, we see that Counsellor Jacob Dayrell committed to settle all financial obligations of the complainant as claimed against him and base upon this, the complainant officially withdrew her complaint against Counsellor Jacob Dayrell, Sr. The records further reveal that Counsellor Dayrell made full payment of Three

Thousand United States Dollars (US\$3,000) to the complainant as agreed by the parties thus settling all financial claims against him by the complainant.

However, the committee, acknowledging that the complainant had withdrew her complaint still found Counsellor Dayrell's behavior unethical and in violation of Rule 13 of the Code of Moral and Professional Ethics. Rule 13 provides that: *"No lawyer should acquire interest in the subject matter of a litigation which he is conducting, either by purchase or otherwise, which said interest he did not hold or own prior to the institution of the suit. This rule should not prevent a lawyer from agreeing with client to accept for this service a reasonable percentage of the sum sued for in an action of debt."*

The committee then recommended that Counsellor Dayrell be suspended from the practice of law for one (1) month and be warned that any further violation of any of the Rules of the Court will result to very serious consequences to which decision, Counsellor Dayrell excepted and announced an appeal to the Supreme Court.

Counsellor Dayrell, now appellant filed his brief before this Court arguing that he did not breach any code of conduct. That the entire litigation ended, and the complainant was repossessed of her property. It was agreed by the parties that appellant would take possession of one of complainant's properties and use it until he has gotten his legal fees from the said property which is exactly what he was doing. That he never had interest in the said property and never expressed interest in the said property; he was only using the property, after litigation had ended to get his pay as agreed by the parties. Moreover, the complainant issue was about the bill of cost and not about the property and he has made full settlement of the bill of cost which led the complainant to withdraw the matter from the GEC. That he is truly sorry for his actions, where it is determined by the Court that he violated the Code of Moral and Professional Ethics, and that his payment of the full bill of cost shows how remorseful he is for the entire incident.

The appellant then prayed the Court to temper justice with mercy and dismiss the complaint against him.

From our perusal of this matter, it is clear that there was an agreement between the respondent and the complainant for the respondent to pay his retainer from the rental of the complainant's property and the collection of such rents by the respondent cannot be construed as developing interest in his client's property.

Moreover, we find no need to delve further into the matter as we deemed it moot. A case is moot when a determination is sought on a matter which, when rendered cannot have any practical effect on the existing controversy. *Duncan et al. v. Cornomia*, 42 LLR 309,319 (2004).

Additionally, the appellant is remorseful and regrets his actions. The facts show that the appellant was acting in good faith, with the intention of collecting his legal fees for the services he provided the complainant as the complainant was unable to pay him from her pocket. The appellant had no intention of retaining the complainant's property beyond the life span of the agreement; moreover, the complainant officially withdrew her complaint before the matter was concluded after the appellant settled her bill of costs, which was her main contention.

We find it prudent to reverse the Grievance and Ethics Committee's recommendation but with a caveat that the appellant and every legal practitioner in this jurisdiction should be abreast with the code of conduct governing them and act in accordance with the said rules to avoid running afoul with the rules and risking punishment.

WHEREFORE AND IN VIEW OF THE FOREGOING, the recommendations of the Grievance and Ethics Committee is hereby set aside. IT IS HEREBY SO ORDERED.

WHEN THIS CASE WAS CALLED FOR HEARING, COUNSELLORS KUKU Y. DORBOR, BARTOR CORA HOLMES VARMAH, J. AWIA VANKAN AND TOMMY N. DOUGBA APPEARED AS AMICI CURIAE. COUNSELLORS MICHAEL V. SUAHI AND JACOB K. DAYRELL APPEARED FOR THE RESPONDENT.