

THE LAW SOCIETY OF ZIMBABWE

versus

CHARLES CHINYAMA

LEGAL PRACTITIONERS DISCIPLINARY TRIBUNAL

CHATUKUTA J (CHAIRPERSON), MUSAKWA J (DEPUTY CHAIRPERSON)

S. MOYO AND D. KANOKANGA (MEMBERS)

HARARE, 23 November 2018, 28 & 29 March 2019 & 3 June 2021

Disciplinary Hearing

F. Mahere, for applicant

Respondent in person

MUSAKWA J: The respondent was registered to practice law in this country on 5 March 1997. The applicant seeks the deletion of the respondent's name from the register of legal practitioners, notaries conveyancers on account of several complaints of misconduct. The complaints are summed up as follows:

1. failing to remunerate a professional assistant without just cause;
2. acting in an improper and unseemly manner by having a questionable relationship with a client who was the estranged wife of the complainant in the course of divorce proceedings between the couple;
3. failing to account to client (two counts);
4. failing to properly perform a client's mandate and taking advantage of such client; and
5. failing to issue receipts and to account for funds held in trust, and placing himself in a position of conflict with client's interests;
6. failing to issue receipts and to account for funds held in trust and failing to account for debts recovered on client's behalf; and

7. raising a false bill for legal fees and forging an acknowledgment of debt by client in support of legal action against such client for recover of fees.

The Facts

First Complaint

Prosper Sidhuli was employed by Chinyama and Partners as a professional assistant on 1st September 2014. The verbal agreement entailed a salary of US\$700 per month. A written contract was never availed despite being promised. For the month of September 2014 he was paid US\$600. No salaries were paid for October, November and December 2014 save for arrears for two months following complaints.

The respondent's defence is that there was a dispute with the complainant that could only be resolved by the Labour Court. However, he further submitted that they eventually settled.

Second Complaint

The complainant is Walter Madziro. The respondent represented Daisy Chavhundura, who was the complainant's wife in divorce proceedings between the couple. On 16th November 2015 around 22:30 hours the respondent was spotted by the complainant driving Daisy Chavhundura's motor vehicle, with Daisy Chavhundura in the passenger seat. Upon being confronted by the complainant the respondent sped off in his client's motor vehicle. The complainant pursued the respondent and this culminated in a collision between the vehicle driven by the complainant and that driven by the respondent.

The respondent denies any improper relationship with Daisy Chavhundura. According to him on 16th November 2015 Daisy Chavhundura was the last client to be attended to at 16:45 hours. As the respondent arranged for a taxi to take him and his young brother home, Daisy Chavhundura offered them a lift. This was around 17:45 hours. On account of Daisy Chavhundura being heavily pregnant she requested the respondent to drive to his residence in Borrowdale from where she would then drive herself to her home in Pomona.

When the respondent was about to reach the gate to his home he noticed a vehicle closely following behind. When he stopped the complainant confronted him seeking to know why he was driving Daisy's vehicle. The complainant and Daisy had since parted customarily

and Daisy was no longer the complainant's wife. The respondent explained why he was driving the vehicle. The complainant is the one who deliberately rammed into Daisy's vehicle and he was detained at Borrowdale Police Station.

Third Complaint

The complainant is Julius Gorerokufa. The complainant who was based in the United States of America engaged the respondent to administer his late father's estate in 2015. On 9th November 2015 the complainant was requested to avail bank details into which proceeds would be transferred. With the promised transfer not materialising, the respondent became elusive when the complainant made follow-ups. Despite the complainant having paid the fees charged, on 9 and 12 May 2017 the respondent asked the complainant to avail proof of payment. Later the respondent sent the complainant a bill of \$12 952 with an indication that more bills would follow.

When the applicant sought the respondent's response to the complaint, the respondent wrote that he could not give a substantive response as he needed to access the relevant receipt books. According to the respondent a request to the complainant to avail receipts to expedite the matter had not yielded results.

In the counter-statement the respondent denied ever being instructed to administer the estate. The executor was Mr Mucheche of Matsikidze and Mucheche. The respondent's mandate was to represent Julius Gorerokufa's interests in the estates of his late parents and in litigation against the executor and the Master (HC11302/11). He also instituted legal proceedings against another party in HC 9369/15. The bill of costs was then presented to Julius Gorerokufa. In the event that Julius Gorerokufa had issues with the fees, he was prepared to have the bill taxed.

Fourth Complaint

The complainant is Kenneth V. Grant-Cocker. He made his complaint on 19 November 2015. Having sought the respondent's services he was charged US\$10 000 as fees. Since he did not have funds he mulled selling his Toyota Hilux 4x4 motor vehicle. The respondent expressed interest in purchasing the motor vehicle. The respondent agree to purchase the complainant's motor vehicle for US\$30 000 from which amount he would deduct his fees. The complainant was advanced US\$1 000 to enable him to travel to South

Africa whilst his immigration matter was being attended to by the respondent. The immigration case was never satisfactorily resolved. He was paid further advances totalling US\$4 000 leaving a balance of US\$16 000. The respondent never prosecuted the complainant's instruction for the annulment of his marriage and he had to engage another legal practitioner. The motor vehicle was eventually re-sold by the respondent but the respondent failed to settle the balance of the funds payable to him. The respondent did not account for the transaction and would not return or answer the complainant's telephone calls.

The respondent's defence is that the complainant was referred to him by Masawi and Partners. He declined to represent him without payment. Having turned him down the complainant returned on the following day and asked the respondent if he was interested in purchasing his estranged wife's motor vehicle for US\$20 000. The respondent expressed interest following which an agreement of sale was then signed. The complainant was paid US\$4 000 leaving a balance of US\$16 000. The complainant was not the respondent's client.

The complainant was subsequently detained on an immigration related charge. The respondent secured his release on bail. The respondent attended to the annulment of the complainant's marriage. Thereafter the complainant took his files in 2015 and was deported in 2017 when he was no longer the respondent's client. The respondent could not have asked the complainant to avail his passport to enable an extension of stay because he was no longer his client. Following his deportation the complainant engaged the respondent. An application for review of the Magistrates Court decision was filed with the High Court.

Fifth Complaint

The complainant is Findros Godzi. He engaged the respondent in November 2015 to represent him in a dispute with Telecel involving a motor vehicle. In February 2017 he learnt that a default judgment had been granted against him as the respondent had not filed heads of argument. The respondent asked to purchase the motor vehicle but the complainant declined. Although an application for rescission of default judgment was filed, the complainant was advised that this would not prevent execution of judgment.

The respondent's defence is that he agreed to represent the complainant on the promise of future payment of fees. When he eventually requested for his payment this was not forthcoming. This prompted him to renounce agency. Since there was no payment the

respondent never violated any bookkeeping principles. At the time of default judgment the respondent had already notified the complainant of his intention to renounce agency. The respondent never developed interest in a motor vehicle that was the subject of litigation.

Sixth Complaint

The complainant Zhou Haixi engaged the services of the respondent and deposited US\$70 000 into the trust account that was operated by the respondent. When the complainant wrote to the respondent on 29 July 2016 enquiring on the status of the funds, there was no response. The respondent was also instructed to recover debts in the sums of US\$20 000 and US\$4 000 on two separate occasions. Despite having recovered the debts the respondent failed to account for the amounts. Instead, the respondent then billed the complainant for US\$132 790 which bill was contested by the complainant.

The respondent explained that a deposit of US\$70 000 was made into the trust account by Wezhou (Pvt) Ltd. There was a legal dispute between Mr Cheng and his daughter, Emmie on one side and the complainant and another on the other side. In another separate matter of spoliation, the complainant engaged the respondent for a watching brief. The money deposited by the complainant also covered fees for two other criminal charges that were preferred against Emmie. Upon demand, US\$40 000 in cash was paid back to the complainant as he claimed he had no bank account.

The respondent denied being instructed by the complainant to recover sums of US\$20 000 and US\$4 000 from debtors. He never did debt collection for the complainant. A meeting at the applicant's offices never materialised. If the fees charged were exorbitant, the remedy was to have the bill taxed. The complainant only challenged the bill in 2017 after a fallout regarding a gold mine located in Chinhoyi. The complainant instituted litigation against the respondent but subsequently withdrew the matter.

Seventh Complaint

The complainant is Melgund Trading (Pvt) Ltd. Its complaint was lodged with the applicant on 17 October 2014. The complaint concerned the respondent's charge of US\$75 000 for representing the complainant in interpleader proceedings. When the complainant disputed the fee, a disputed acknowledgment of debt was then used to sue the complainant for payment of the disputed fees.

The respondent's defence is that fees were arrived at with the complainant's representative Mr Mazani and a professional assistant, Raymond Tsvakwi. A written acknowledgment of debt was signed by Mr Mazani. The respondent obtained default judgment and executed on it. The sale of the attached property was through public auction. After the sale Mr Mazani demanded a share of the proceeds of the sale to which the respondent refused. The default judgment was subsequently rescinded on the basis that Melgund Trading (Pvt) Ltd had not been properly served with summons. The respondent disputed having forged the acknowledgment of debt giving rise to the suit. No criminal charges were ever preferred against him.

Preliminary Issues

At the hearing the respondent raised some preliminary points which the Tribunal dismissed. The first point was that he was never served with notice to appear before the Disciplinary Ethics Committee. He thus sought to argue that his right to administrative justice had been violated as he had not been properly brought before the Tribunal. He also argued that Council of the applicant (hereinafter called Council) was supposed to investigate the complaints first before approaching the Tribunal. The criticism by the respondent regarding inadequacy of investigations would obviously have a bearing on the Tribunal's findings in respect of some of the charges. Nonetheless there is correspondence proving that the applicant wrote to the respondent seeking his comments regarding the complaints it had received. In one instance the respondent did not reply, which on its own became a charge of misconduct when Council deliberated on the complaints on 28 May 2018.

The respondent also sought to argue that some of the "claims" had prescribed. Disciplinary cases are not governed by the Prescription Act [*Chapter 8:11*]. Such proceedings are *sui generis* and do not constitute a debt which may be affected by prescription. As was held in *Solomon v Law Society of Cape Of Good Hope* 1934 A.D. 401, an application of this nature is neither civil nor criminal. This is because the applicant seeks nothing from the respondent.

The third issue was that the applicant should lead oral evidence. As such, the respondent argued that he should have been furnished with the summary of evidence of the witnesses the applicant intended to call. On this aspect, the applicant was adamant that it would not lead oral evidence. The applicant was content with leading evidence on the papers

filed, notwithstanding some apparent shortcomings in some of its evidence. The Tribunal could not compel the applicant to lead evidence in a particular way.

The respondent also sought to produce a bundle of documents to which the applicant objected. As rightly argued by the applicant, the respondent ought to have filed the bundle together with the counter-statement.

Applicant's Submissions On The Merits

With respect to the first complaint, Mr *Mahere* submitted that the respondent withheld payment of US\$1 400 to Mr Sidhuli until 11 October 2018. He conceded that where an employee leaves employment without notice, an employer may claim damages for breach of contract. However he queried why the complainant would have persisted with the claim for arrear salary if it was not genuine.

With reference to the withdrawal of complaint by Mr Sidhuli, Mr *Mahere* submitted that this development can only affect the penalty. It cannot absolve the respondent from wrongdoing. Whilst a complaint was made on 23 December 2014, payment of the outstanding salary was only made on 11 October 2018. The payment is an acknowledgment of wrongdoing. It defeats the argument the respondent had advanced on prescription.

Concerning the second charge relating to Walter Madziro, Mr *Mahere* submitted that the respondent's defence was a bare denial. The respondent did not respond to the applicant when the allegations were raised. The respondent did not avail a supporting statement from the woman at the centre of the complaint, considering that she had intimate knowledge of the facts and was an eye witness to the confrontation between the complainant and the respondent. Statements from Daisy Chavhundura and the respondent's brother, Tinashe Madamombe should have been availed in support of the respondent's defence to the complaint. This is why the applicant successfully objected to the belated attempt to produce a bundle of documents by the respondent at the hearing.

Mr *Mahere* however, conceded that there were inconsistencies in the manner in which the allegations were presented.

Concerning the third charge, Mr *Mahere* submitted that it is not in dispute that the complainant made several follow-ups with the respondent. There is also no dispute that the

respondent held funds for the complainant in the trust account which the respondent failed to pay to the complainant upon demand. The respondent undertook on several occasions to pay the inheritance due to complainant and asked for his bank details. He queried why the respondent requested for the complainant's bank details if there was no money due to the complainant. The respondent invoked the issue of bills for legal fees to diffuse the complaint. Once a dispute arises regarding fees it is imperative to kick-start taxation of the fees in order to have that dispute resolved as soon as possible. When a legal practitioner is asked to explain himself, he must avail all relevant information. The respondent did not do so regarding his bills of costs. Regarding withdrawal of money for a purpose not authorised by the creditor he referred to the case of *Chizikani v Law Society* 1994 (1) ZLR 382 (S).

Concerning the complaint by Kenneth V. Grant-Cocker, Mr *Mahere* submitted that the respondent asked for his fees in advance of his work. Since the complainant did not have money for the fees charged, he offered to sell his motor vehicle. The respondent became interested in the purchase of the motor vehicle for himself. Part of the proceeds of the sale were not remitted to the complainant as they were abused by the respondent. If proceeds of the sale were paid to the complainant, why was no receipt issued? The complainant would not have filed a complaint if the mandate had been carried out in full. In a letter dated 22 June 2016 the respondent undertook to pay the complainant.

The second issue relates to failure to execute a mandate. Mr *Mahere* submitted that despite the respondent's assertions to the contrary, there is no evidence showing that he discharged his duties. What triggered the order that was granted in case number HC 4363/16 was a complaint that was filed on 19 November 2015. One of the duties of a legal practitioner is to regularly update a client on work done.

In respect of the complaint by Findros Godzi, Mr *Mahere* submitted that the respondent was put in funds and failed to carry out the mandate diligently. Hence the default judgment that was subsequently entered against the complainant. The duty to file a notice of renunciation of agency rested with the respondent. The respondent also failed to properly maintain books of account. In support thereof Mr *Mahere* cited the cases of *Mugabe and Another v Law Society* 1994 (2) ZLR 356 (S) and *The Law Society of Zimbabwe v Mujeyi* HH 821-15.

On the matter of the complaint by Zhou Haixi, Mr *Mahere* submitted that the respondent was given money to be held in trust. When the complainant demanded the money, it was not available. If trust money is not available on demand or within a reasonable period, then the person in whose custody such money was entrusted is guilty of abuse of trust funds. If the money was refunded as claimed by the respondent, there should be proof, which proof has not been availed. If US\$30 000 was paid to Kambarami as claimed by the respondent, there is no proof of such payment. Again, this was disputed by the complainant.

In respect of the complaint by Melgund Trading (Pvt) Ltd Mr *Mahere* submitted that fraud was perpetrated after the complainant asked for its funds. This is because a fictitious bill was presented to the complainant. A disputed acknowledgment of debt was used to sue the complainant. A deed of settlement and order by consent were cooked up and used to obtain a default judgment. The complainant was clearly duped.

Respondent's Submissions

On Prosper Sidhuli, the respondent submitted that he decided to pay him for purposes of finality. He used to see the complainant on a regular basis. He had a legitimate claim of an employer if regard is had to the circumstances under which the complainant quit the law firm without notice. The applicant's contention that the respondent could have sued the complainant is an acknowledgment that he had a claim of right. The dispute was for the Labour Court as opposed to the applicant.

Concerning Walter Madziro, the respondent submitted that the facts that were deliberated by the applicant's Disciplinary and Ethics Committee are different from the facts in the summary of evidence. He further submitted that he was not professionally consulted by either of the parties as there was no divorce. The dispute between the two related to the distribution of matrimonial property. He never met the complainant. By virtue of the fact that the complainant's wife was expecting, the respondent was requested to drive her vehicle. No improper conduct can be inferred from driving a client's vehicle.

Concerning Julius Mandizvidza Gororokufa, the respondent submitted that he was not the executor of the estate. Upon being engaged, the deposit made into the trust account did not constitute the entire fees. Apart from that, further instructions were also given. As such the fees he charged were for work done and this was accounted for. The complainant agreed

that the fees be taxed. As a legal practitioner he is entitled to withhold money held in trust for work done.

On Findros Godzi, the respondent submitted that the circumstances are similar to those of Kenneth V. Grant-Cocker. The complainant was aware of the default judgment. The respondent had informed the complainant that he would no longer represent him. The complainant later withdrew the complaint to the applicant. There is no proof that he received money from the complainant. The complainant should have collected his file when the respondent renounced agency, which he later did. If this had been done earlier, the respondent would have ceased to be his legal practitioner of record.

On Kenneth V. Grant-Cocker, he submitted that he did not take advantage of the complainant. He purchased the complainant's motor vehicle in his personal capacity and paid him. Prior to the purchase of the motor vehicle there was no professional relationship. The matrimonial matter was delayed because the complainant had no funds to pay for substituted service in the United Kingdom. The matter was completed in default of the plaintiff. The complainant continues to give him work.

Regarding Zhou Haixi the respondent submitted that he initially carried out a mandate in respect of the gold mining entity in Chinhoyi-Wezhou Eldorado mine, and was not paid any fees. In February 2015 there was an undertaking to pay the fees. When US\$70 000 was paid the receipt clearly indicated the payment was in settlement of fees. The respondent took over other matters that were previously handled by Mr Tamuka Moyo after the latter renounced agency. According to the respondent, the complainant did not want to use his bank account. Thus the complainant asked for US\$40 000 which he paid to the complainant in cash. The complainant also instructed him to pay one Kambarami US\$30 000. The problem started in December 2015 when the complainant told the respondent to stop visiting the mine. He then billed the complainant and any issues about overreaching can be resolved through taxation. The written request for the US\$70 000 was lost when the safe was broken into.

On Melgund Trading (Pvt) Ltd, the respondent submitted that he did not personally deal with the matter. He would see Mr Mazanai almost daily. A default judgment was granted on the basis of an acknowledgment of debt. He was always available for taxation. Further investigations should have been conducted by Council.

Findings

The complaint regarding Prosper Sidhuli presents no difficulties. The respondent failed to pay the complainant an agreed salary. His explanation to the applicant when enquiries were made was that the salaries were up to date. Surprisingly the respondent did not avail proof in the form of bank statement or salary schedule to demonstrate that nothing was due to the complainant. He further claimed that this was an issue for the Labour Court. The complaint was lodged on 23 December 2014. The respondent eventually paid US\$1 400 on 11 October 2018. This is against the backdrop that Council of the applicant had resolved to refer the matter to the Tribunal on 19 June 2018. It is inescapable that the payment made was to forestall or arrest the referral. If the respondent was adamant that this was a labour dispute for the Labour Court why did he relent? Such conduct is unprofessional, dishonourable and unworthy of a legal practitioner.

The complaint relating to Walter Madziro was not well investigated and presented. The minutes of Council of the applicant even erroneously noted that the complainant had engaged the respondent to represent him in a divorce matter. The complainant's wife is the one who was the respondent's client. Despite the complainant alleging that his vehicle and that of the respondent collided when the respondent was trying to escape, no further evidence was placed before the Tribunal. It was also stated that the respondent dropped his cell phone at the scene of accident and subsequently returned. At that stage the complainant had the phone and nothing further was led regarding the issue. The manner in which this complaint was handled leaves a lot to be desired. I can do no further than quote the remarks of CHATUKUTA J in *Law Society of Zimbabwe v Mwonzora* 2018 (1) ZLR 562 at 570 where she had this to say:

"The level of proficiency that the applicant expects of legal practitioners must be reflected in the pleadings that it places before the Tribunal particularly where it seeks the ultimate penalty of deleting a legal practitioner from the register. In other words, the applicant needs to set the tone for efficiency and diligence. This has been lacking in the present case."

The criticism that we handed the applicant in the Mwonzora case equally applies in respect of the complaint by Walter Madziro and some of the other complaints. It seems the applicant was content with accepting the written complaint and never sought clarification of the aspects I have highlighted earlier on. That the respondent dropped his cell phone at the

scene of confrontation is confirmation that he fled from the scene. This is also confirmed by his subsequent return to the scene after his wife started to make calls on that phone. Even the time of the incident (10:30 p.m.) is very suspicious. There was no explanation on what type of consultation entailed meeting a client at night. It would be understandable if the respondent was handling an urgent matter.

Although the respondent did not respond to the applicant when he was called upon to do so, no charge of violating By-law 65 was specifically preferred. The application to the Tribunal made no reference to such a charge, but it was referred to in the summary of evidence. The respondent made no comment on this issue. It should be taken that the respondent admitted that charge.

In respect of the complaint by Julius Gorerokufa the applicant erroneously alleged that the respondent was instructed to wind up the estate of the late Frank Mandzvidza Gorerokufa. The executor to the estate was Mr Mucheche.

A consideration of the matter however shows that there is enough evidence that the respondent violated s 23 (1) (d) of the Legal Practitioners Act [*Chapter 27:07*]. On 1 November 2015 he confirmed to the complainant that funds had been transferred to the trust account although they were not reflecting. On 9 November 2015 he confirmed that the funds were now reflecting in the account. However, he inexplicably failed to remit the funds to the complainant. This is despite the various exchanges the respondent had with the complainant in which he promised to remit the money. At some stage the respondent asked for the complainant's banking details and after he was furnished with the details he did not remit the money. Sometimes he gave a variety of excuses for not responding to the complainant, like attending a funeral or attending court. Instead he then billed the complainant \$12 952 although the respondent had previously quoted the complainant \$6 000. The respondent also failed to explain why he did not transfer shares that were due to the beneficiaries to the estate.

The complaint relating to Kenneth V. Grant-Cocker shows that the respondent, despite his denial did represent the complainant. Since the complainant had no money for fees and had a motor vehicle he was selling, the respondent developed an interest in the vehicle. The respondent admitted to purchasing the vehicle which in his defence he said belonged to the complainant's wife. The respondent thus charged fees in kind, which is unethical. The respondent withheld the balance of money arising from his purchase of the

complainant after deducting his fees. This is a violation of s 23 (1) (d) of the Legal Practitioners Act. There is no evidence on how the complainant was billed.

As in the complaint relating to Walter Madziro, some aspects of Kenneth V. Grant-Cocker's complaint were not definitively resolved by the applicant. These relate to the respondent's mandate regarding the nullification of marriage and the immigration matter. Kenneth V. Grant-Cocker's marriage was nullified on 23 March 2017 as per court order in HC 4363/16. The applicant did not lead evidence on when court processes were filed by the respondent. In any event, Kenneth V. Grant-Cocker was the defendant in those proceedings. It is not like the respondent failed to defend him. The court order shows that it is the plaintiff who was in default. As regards the immigration case, not enough evidence was led by the applicant.

In the case of the complaint by Findros Godzi, the respondent never issued the complainant with receipts for money paid to him. This constitutes unethical conduct of failing to account to a client. The respondent also failed to defend the complainant's case in court, resulting in a default judgment. The respondent's explanation to the applicant was that he had not been placed in funds. Nonetheless the respondent had a duty to uphold and advance the interests of his client. The excuse that he had not been placed in funds does not hold water. The respondent had not renounced agency, thus the complainant still remained his client. The withdrawal of complaint by the complainant on 21 September 2018 does not absolve the respondent from wrongdoing. This is because the unprofessional conduct had already been committed.

In respect of the complaint by Zhou Haixi the respondent received US\$70 000 and did not issue a receipt. On 29 July 2016 he was asked about the status of the funds and did not respond to client. The respondent's claim that he withdrew US\$40 000 which he gave to the complainant as cash is not backed by any documentary evidence to that effect. The same applies to his claim that he was instructed to pay a Mr Kambarami US\$30 000. The respondent was also asked to collect US\$20 000 and US\$4 000 from debtors. Despite purportedly instructing someone to deposit the collected funds into the complainant's account, this never materialised. Instead of accounting to client, the respondent billed him US\$132 790.

On the complaint by Melgund Trading (Pvt) Ltd, the respondent and the complainant did not agree on the fees. The dispute on the fees charged should have been referred for taxation. Thus Council did not reach a conclusion on whether there was overreaching by the respondent. Council left it for the courts to decide on the authenticity of the acknowledgement of debt that was ascribed to the complainant. Council also failed to get reasons for the setting aside of the consent order from the Magistrates Court. This is one example of the applicant failing to place a properly investigated complaint before the Tribunal. There is no reason why it could not secure the record of proceedings from the Magistrates Court.

Disposition

In light of the foregoing the complaints are disposed of as follows:

First Complaint

The respondent is guilty of unprofessional, dishonourable or unworthy conduct.

Second Complaint

The respondent is guilty of unprofessional, dishonourable or unworthy conduct.

Third Complaint

The respondent is found guilty of withholding trust money without lawful excuse.

Fourth Complaint

The respondent is found guilty of withholding trust money without lawful excuse.

Fifth Complaint

The respondent is guilty of unprofessional, dishonourable or unworthy conduct in that he failed to account to the complainant and also failed to defend the complainant's case thereby resulting in a default judgment being granted.

Sixth Complaint

The respondent is guilty of failing to account to client and withholding trust money without lawful cause.

Seventh Complaint

The respondent is absolved of misconduct.

For purposes of sentence, the respondent is directed to file written submissions by 7 June 2021. The applicant is directed to file its submissions by 9 June 2021.