

IN THE SUPREME COURT OF FLORIDA
(Before A Referee)

THE FLORIDA BAR,

Complainant,

v.

SUPREME COURT CASE NO. 65,373

JOHN T. BOND,

The Florida Bar Case
Nos. 17A81F76 & 17A9F54

Respondent.

FILED

S'D J. WHITE

SEP 10 1984

CLERK, SUPREME COURT

By _____
Chief Deputy Clerk

REPORT OF REFEREE

I. SUMMARY OF PROCEEDINGS: The undersigned has been duly appointed as Referee in this cause to conduct disciplinary proceedings in accordance with Article XI of the Integration Rule of The Florida Bar. On August 17, 1984, The Florida Bar's Motion for Judgment on the Pleadings was granted.

This referee hereby finds that the Respondent received by certified mail, return receipt requested, notice of these proceedings and the pleadings in the above-styled case. (Copies are attached hereto).

II. FINDINGS OF FACT AS TO EACH ITEM OF MISCONDUCT OF WHICH THE RESPONDENT IS CHARGED:

After considering all of the pleadings and evidence before me, I find that:

AS TO COUNT I

1. The Respondent, John T. Bond, is and at all times hereinafter mentioned was, a member of The Florida Bar, subject to the jurisdiction and disciplinary rules of the Supreme Court of Florida.

2. On or about December 27, 1979, Gold Coast, Inc. entered into a sales agreement with Identity, Inc. to sell a Public Service Commission license that Gold Coast, Inc. owned. At the time of said sales agreement, Respondent was the attorney for Identity, Inc.

3. Pursuant to the sales agreement, Identity, Inc. deposited the sum of Fifteen Thousand Dollars (\$15,000) with Respondent as escrow agent.

4. Subsequently, Gold Coast, Inc. instituted a lawsuit against Identity, Inc. and Respondent over the sales agreement.

5. During the course of the litigation, on May 29, 1981, The Honorable Eugene S. Garrett of the Seventeenth Judicial Circuit ordered Respondent to pay the Fifteen Thousand Dollars (\$15,000) held in escrow to Fred J. Ward, P.A. Trust account.

6. Fred J. Ward represented Identity, Inc. in said litigation.

7. In the above order, The Honorable Eugene J. Garrett also ordered Respondent to appear for the taking of his deposition.

8. Fred J. Ward was unable to locate Respondent.

9. Respondent failed to pay the Fifteen Thousand Dollars (\$15,000) to Fred J. Ward.

10. On or about October 23, 1981, a settlement was reached in the above litigation and the case was dismissed with prejudice.

11. As part of the settlement agreement, Identity, Inc. assigned all of its rights, title and interest in the Fifteen Thousand Dollars (\$15,000) held by Respondent to Gold Coast, Inc.

12. After the settlement agreement was signed, both Fred J. Ward and Harry M. Rosen, attorney for Gold Coast, Inc., attempted to locate Respondent but were unable to do so.

13. Respondent failed to pay the Fifteen Thousand Dollars (\$15,000) to Gold Coast, Inc., pursuant to the settlement agreement.

AS TO COUNT II

14. On or about March 7, 1980, Trans-Florida Express, Inc. entered into a sales agreement to sell a Certificate of Public Convenience and Necessity to Salvatore Esposito d/b/a Esposito Trucking.

15. Pursuant to said agreement, the sum of Ten Thousand Dollars (\$10,000) was paid by Esposito Trucking to Respondent to be held in escrow.

16. At the time of said agreement, Respondent was the attorney for Anthony Giella, owner of Esposito Trucking.

17. On or about November 12, 1980, Trans-Florida Express, Inc. signed a General Release releasing Salvatore Esposito and Esposito Trucking from all liability for the March 7, 1980 sales agreement and authorizing Respondent to release the Ten Thousand Dollars (\$10,000) from escrow.

18. Anthony Giella made numerous attempts, through telephone calls and personal conversations, to get back the Ten Thousand Dollars (\$10,000) from Respondent.

19. Respondent eventually gave a check, made out in the amount of Ten Thousand Dollars (\$10,000) and dated December 9, 1980, to Anthony Giella.

20. When the check was deposited, the bank returned it marked "account closed."

21. Respondent promised Anthony Giella that he would make the check good, but he failed to do so.

22. On January 4, 1981, during proceedings for his divorce, Respondent testified that he was "short" in his trust account.

23. Respondent stated that he commingled Ten Thousand Dollars (\$10,000) from the trust account with clients' money and other funds that belonged to Respondent.

24. Respondent failed to account for an/or return the Ten Thousand Dollars (\$10,000) to Esposito Trucking.

IV. RECOMMENDATION OF DISCIPLINARY MEASURE TO BE IMPOSED:

I recommend that the Respondent, John T. Bond, be disbarred from the practice of law in Florida pursuant to Article XI, Rule 11.10(5) of the Integration Rule.

V. STATEMENT OF PRIOR DISCIPLINE:

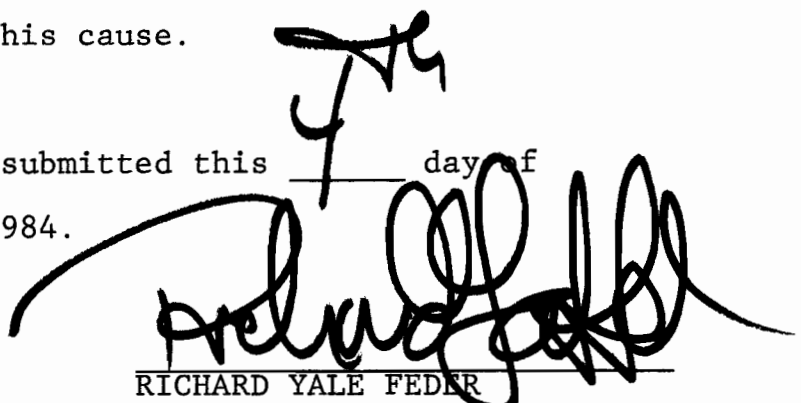
The Respondent, on March 12, 1984, in Case No. 60,349, was temporarily suspended concerning the facts of Count II of this cause.

VI. STATEMENT OF COSTS OF PROCEEDINGS AND RECOMMENDATIONS

Administrative Costs at Grievance and Referee Level	\$450.00
Court Reporter Costs	219.80
Witness Fees	37.60
Service of Process	48.00
Copying Costs	<u>113.00</u>
TOTAL COSTS	\$868.40

The foresaid costs are to be taxed against the Respondent, and execution should issue for all of the aforesaid costs, together with interest thereon at the rate of 12% per annum if costs are not paid within thirty (3) days of a final disciplinary order in this cause.

DATED and respectfully submitted this 4th day of Sept, 1984.


RICHARD YALE FEDER
Referee

Copies furnished to:

Jacquelyn Plasner Needelman, Bar Counsel
John T. Berry, Staff Counsel
John T. Bond, Respondent

Judge Richard Yale Feder
1351 N.W. 12th Street Rm. 421
Miami, Florida 33125