

IN THE SUPREME COURT OF FLORIDA
(Before a Referee)

THE FLORIDA BAR,

Complainant,

CASE NO.: 70,951

v.

(OUR CASE NO.: 07B87C27)

JAMES F. HALL,

Respondent.

REPORT OF REFEREE

On August 5, 1987, Complaint was filed charging Respondent pursuant to Article XI of the Integration Rule of The Florida Bar, as amended, and Rules 3-3.2(a) and 3-7.3(j) of the Rules of Discipline.

With the consent of the Respondent, this case was tried in the Duval County Courthouse on September 14, 1987.

FINDINGS OF FACT

1. The Respondent, James F. Hall, is and at all times hereinafter mentioned, was a member of The Florida Bar, subject to the jurisdiction and Rules of Discipline of The Supreme Court of Florida.

2. Respondent resided and practiced law in Flagler County, Florida at all times material.

3. Respondent was retained by Mr. and Mrs. C [REDACTED] in 1986 to handle the purchase of a home. The contract called for an initial deposit of \$1,000 in March, 1986, with an additional \$7,500 deposit due on April 1, 1986. The closing date was April 30, 1986.

4. The Criscis informed the Respondent during the last week of March, 1986, that the \$7,500 deposit would be delayed. He was requested to advise the seller of this. He did so and the seller agreed to a delay.

5. On April 3, 1986, the Respondent received

a check from the C [REDACTED]'s for \$7,500 by Federal Express Mail. Respondent's secretary signed for it; however the check was never negotiated. Respondent asserts he never received the check.

6. On April 15, 1986, the Respondent received a letter from the seller's attorney informing him that unless the \$7,500 payment was made by April 17, 1986, the contract would be cancelled.

7. At no time did the Respondent inform his clients that he had not received the check for the deposit despite numerous telephone conversations during this time. He also failed to inform them of the seller's new deadline for receipt of the payment.

8. On April 18, 1986, the seller informed the Respondent the contract was cancelled and returned the initial \$1,000 payment.

9. On April 22, 1986, in a telephone conversation with Mrs. C [REDACTED], the Respondent took the position that he had not received the \$7,500 check. She issued a stop payment order and was advised by the Respondent to re-issue the check. At no time did the Respondent advise her the contract had been cancelled despite telephone conversations the day before and the day of the closing.

10. The C [REDACTED] learned about the default on May 7, 1986, after Mrs. C [REDACTED]'s mother consulted with the lenders concerning final arrangements for the financing.

11. On May 9, 1986, the Respondent returned the entire \$8,500 deposit to Mr. and Mrs. C [REDACTED]

RECOMMENDATIONS AS TO
FINDING OF GUILT

The actions of the Respondent as outlined above constitutes behavior on the behalf of an attorney that is reprehensible, and it is recommended that Repondent be found guilty of such violation.

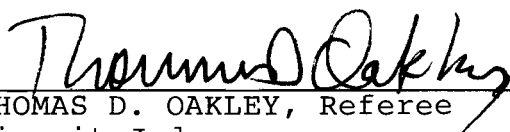
RECOMMENDATION AS TO DISCIPLINARY
MEASURE TO BE APPLIED

It is recommended that a public reprimmand be administered.

STATEMENT OF COSTS

Costs in this proceeding total \$574.95. It is recommended that such costs be taxed against the Respondent.

Dated this 28th day of September, 1987.



THOMAS D. OAKLEY, Referee
Circuit Judge

I HEREBY CERTIFY that a copy hereof was furnished to:

David G. McGunegle
Bar Counsel
The Florida Bar
605 East Robinson Street
Suite 610
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and to

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