



General Legal Council

**General Legal Council office
High Court of Belize
Regent Street,
Belize City
Belize C.A**

12th February 2025

Miss Trienia Young
Registrar
Supreme Court of Belize
Treasury Lane
Belize City
Belize

Dear Madam Registrar,

Re: Complaint 16 of 2024-Denver Skeet v Ronell Gonzalez

We write in relation to the captioned matter.

In accordance with section 17 (2) of the Legal Profession Act Cap 320 Revised Edition 2020, the General Legal Council hereby submits the enclosed decision issued in Complaint 16 of 2024-Denver Skeet v Ronell Gonzalez

Thank you for your kind attention to this matter.

Yours faithfully,

A handwritten signature in blue ink, appearing to read "Wallace", is written over a horizontal line.

Kimberly Wallace
Secretary
General Legal Council

Encl: Decision of Complaint 16 of 2024

Contact us: Tel: (501) 227-0818/614-5157; Email: secretarybelizeglc@gmail.com

GENERAL LEGAL COUNCIL

IN THE MATTER OF THE LEGAL PROFESSION ACT

Complaint No.16 of 2024

BETWEEN:

DENVER SKEET

and

RONNEL GONZALEZ

PANEL:

Mr. Justice Rajiv Goonetilleke (Chair)
Mrs. Magali Marin-Young SC Mrs.
Cheryl-Lynn Vidal SC Mrs. Ashanti
Arthurs Martin Ms. Vanessa Retreage
Ms. Samantha Matute

Date of Hearing: November 29, 2024

Appearances

Mr. Denver Skeet appearing unrepresented in person

Mr. Ronnel Gonzalez appearing unrepresented in person

DECISION

Introduction

1. This is the General Legal Council's (Council's) decision on a complaint brought by Mr. Denver Skeet (Mr. Skeet), of No. 13 Mayflower Street, Belize City, Belize, against Attorney-at-Law, Ronnel Gonzalez (Mr. Gonzalez), a sole practitioner.
2. This matter was heard on the 29th of November 2024 in person and at the close of the hearing, the Council reserved its decision.

The complainant's allegations against Mr. Gonzalez

3. By complaint dated 23rd August, 2024, Mr. Skeet alleges, as follows;

"[Mr. Gonzalez] didn't enter the requirement for my bail application, didn't come to see [me] to get the reasons for my situation, took my money and ghost my calls, took evidences for my case and never visited me at the police station as the receipt stated".

4. At the hearing of the complaint on 29th November 2024, the complainant stated to the Council in amplification of his written complaint that Mr. Gonzalez had been paid \$300 on the 4th of April 2023, by his brother, to visit him at the police station to obtain instructions and appear on his behalf at the Magistrates court. Mr. Skeet went on to state that Mr. Gonzalez did not visit him at the police station and that on the following day (5th of April 2023) he was remanded by the Magistrate. He states that when he was in remand at the central prison that Mr. Gonzalez telephoned him and spoke with him and stated that if he was as paid \$1500 he would petition the High Court and get him out; on this assurance a three way call was made joining Mr. Skeet's brother to pay the required fees. Thereafter, a balance of \$1200 was paid by Mr. Skeet's brother to Mr. Gonzalez on the 20th of April 2023.
5. The complainant goes on to allege that Mr. Gonzalez did not adduce any special reasons to the High Court for his bail application and that the judge dismissed his application for bail, Mr. Skeet under oath stated that he did not sign the petition for bail exhibited by the Attorney

for information of this Council and that the signature thereon was not his. He presented his social security card as proof of his signature and demonstrated the difference in the signatures. Mr. Skeet also stated that the petition for bail inaccurately states that he had three

children when he had only one, suggestingl demonstrating that Mr. Gonzalez had been negligent in taking proper instructions and had been negligent in his duties as an attorney.

6. Mr. Skeet stated that after the appearance in the High Court, he had no contact with his attorney and that he had read in the prison library and realized that for the offence for which he was arrested he would require to provide special reasons for bail. Mr. Skeet states that he later presented his own application before the learned Chief Magistrate who also refused him bail as he had been refused bail by the High Court.
7. Mr. Skeet was of the view that if he was advised of this position that special reasons had to be given for bail he would not have paid \$1500 for bail but would have bided his time for three months (90 days) after which his chances for bail would improve; something he said he had learned from his own research at the prison library. In summary, Mr. Skeets's complaint is that Mr. Gonzalez failed to properly petition the High Court for bail and failed to give him proper legal advice. He states that he could have fed his family with this \$1500 when he was in prison instead of paying it to Mr. Gonzalez.
8. In response to a question by the Council as to how he was released, Mr. Skeet stated that his finger prints were taken and that it did not match those on the weapon allegedly used for the assault for which he was charged, and that he was then released.

Mr. Gonzalez response and position

9. Mr. Gonzalez responded to these allegations stating that he admitted to receiving \$300 and \$1200 by Mr. Skeet's brother and that the receipts produced were issued by him; however he denied that he had been negligent and stated that he did his best to get bail for Mr. Skeet.

10. Mr. Gonzalez stated that he had been retained late in the evening on the 4'h of April 2023 and that he did not have time to visit Mr. Skeet at the police station that day, but that when

he visited the police station the following morning (5'h of April 2023) Mr. Skeet had already been moved from the police station to be taken to court. He then states that he spoke with Mr. Skeet in court for about five to seven minutes and got instructions. Mr. Gonzalez stated that Mr. Skeet had been arrested for aggravated assault with a firearm and that in these circumstances, according to law, Mr. Skeet was remanded by the Magistrate.

11. He states thereafter that on the same day (5'h of April 2023) he spoke with Mr. Skeet on the telephone while he was in prison and that this conversation was for about fifteen (15) to twenty (20) minutes during which time he offered to petition the High Court for bail and stated that his fee would be \$1500, and that as \$300 had already been paid he would do so for an additional payment of \$1200.

12. Mr. Gonzalez admitted to the discrepancy in the petition for bail about the number of Mr. Skeet's children but stated that this could be a typo or that it could be attributed to the fact that his petitions were standard drafts which when completed may have carried forward the facts of a previous application. Mr. Gonzalez also stated that he did not personally obtain the signature of Mr. Skeet but that he outsourced the work by having someone in his office visit the prison and get Mr. Skeet to sign the papers. He cross examined Mr. Skeet to demonstrate that Mr. Skeet's signature on the social security card also differed from the signature on the complaint to this Council.

13. He stated that in addition to the reasons stated in his petition for bail he made oral submissions to the High Court and that this was the practice where additional matters were brought to the attention of court at the hearing by way of submissions and that judges accepted them. Mr. Gonzalez stated that he adopted this procedure with the application made on behalf of Mr. Skeet and that in his oral submissions he adduced that the lighting in the area of the alleged assault (crime) for which Mr. Skeet was arrested was bad and that Mr. Skeet could not have been properly identified. He stated further that when he appeared in Mr. Skeet's case, he was appearing before that particular Judge in the High Court for the first time and that the Judge strictly interpreted the law requiring special reasons for bail and therefore bail was refused. Mr. Skeet stated that he had previously adopted this procedure of stating special reasons in his oral submission in addition to the petition and that he had been

mostly successful in previous applications for bail. Mr. Gonzalez also stated that the Crown had objected to bail on the basis that Mr. Skeet would influence the virtual complainant.

14. When questioned by the Council, Mr. Gonzalez admitted that he was aware that special reasons had to be adduced to obtain bail for cases for aggravated assault with a firearm. His attention was drawn by the Council to the case of Shelton Tillett 1 which is a locus classicus in regard to requiring special reasons for bail. Mr. Gonzalez, stated that he was aware of the case but did not demonstrate familiar with it.

15. Mr. Gonzalez, in conclusion stated that he did his best for Mr. Skeet and that bail was refused because of the Judge being strict.

Findings of the Council:

16. Having considered the documentary and oral evidence given by both Mr. Skeet and Mr. Gonzalez, the Council makes the following observations:

- a. Mr. Gonzalez was retained by Mr. Skeet's brother to petition the High Court for Mr. Skeet to be admitted to bail.
- b. Mr. Gonzalez did petition the Court for bail on Mr. Skeet's behalf.
- c. Mr. Gonzalez did attend the Magistrates Court and the High Court for the hearing of the Petition in regard to Bail for Mr. Skeet.
- d. The petition for bail filed by Mr. Gonzalez was denied by the High Court upon full hearing on the ground that no special reasons were adduced to admit Mr. Skeet to bail.
- e. There are no special reasons stated in the petition filed by Mr. Gonzalez to have Mr. Skeet admitted to bail. Special reasons are required by statute and case law for a person to be admitted to bail in an offence such as the one for which Mr. Skeet was

' Supreme Court Action No. 73 of 2005, Decided on 14" March 2005.

arrested. The reasons pleaded in the petition for bail in Mr. Skeet's case such as that

of him being the sole bread winner and the father of three minor children (this is not factually correct - the petitioner does not have three children) have been held not to be special reasons, and is well established in the law of Belize (the case of Timoteo Douglas Jimenez²).

- f. The signature on the petition filed for bail is denied by Mr. Skeet. Mr. Gonzalez can't testify to the signature of Mr. Skeet as he said that he sent another person to obtain the signature of Mr. Skeet when he was in prison. There is therefore a concern as to whether the signature on the petition is in fact that of Mr. Skeet. There is also a serious concern as to how the signature was attested if it was not that of Mr. Skeet and also how it was attested while Mr. Skeet was in prison.

17. This Council has to decide if Mr. Gonzalez despite his appearance in court on behalf Mr. Skeet and despite filing a petition for bail, was professionally negligent in his duties as an Attorney at Law.

18. While Mr. Skeet, is aggrieved that he was not admitted to bail despite paying Mr. Gonzalez

\$1500 to do so, it must be stressed that there are no guarantees that an attorney can give a

client regarding an outcome of a bail application. Bail is a matter of discretion for the court. Mr. Gonzalez has denied giving any assurances to Mr. Skeet or discussing his chances of being admitted to bail, while Mr. Skeet states that he was told that if he paid \$1500, Mr. Gonzalez would get him bail.

19. Rule 23 of the Legal Profession (Code of Conduct) Rules states as follows;

23.—(1) before advising on a client cause an attorney should obtain full knowledge thereof and give a candid opinion of the merits or demerits and probable results of pending or contemplated litigation.

' Supreme Court of Belize, Action no. 235 of 2004, Decided on 18'h june 2004.

(2) An attorney should beware of proffering bold and confident assurances to his

client (especially where employment may depend on such assurances) always bearing in mind that seldom are all the law and facts on the side of his client.

(3) Whenever the controversy admits of fair adjustment, an attorney should inform

his client accordingly and advise him to avoid or settle litigation

The Council would also have to consider if Mr. Gonzalez properly advised Mr. Skeet that bail is at the discretion of court.

20. Judge Sharswood is quoted in the American Bar Association Law Journal¹³ as follows;

"It is nothing but selfishness that can operate upon a lawyer when consulted, to conceal from the party his candid opinion of the merits and the probable result... most men when they consult an attorney wish a candid opinion: it is what they ask and pay for".

This standard of being candid with a client is reflected universally in various jurisdictions.

The code of conduct for lawyers in the European Community refers to the fact that "advice

given by a lawyer to his client has no value if it is given only to ingratiate himself to serve his personal interests or in response to outside pressure",⁴ The Canadian

Rules also insist

that an attorney should be wary of bold and confident assurances to the client especially when the attorney's employment may depend upon advising in a

particular way,⁵ Rule 23 of

the Belize's Legal Profession (Code of Conduct) Rules for Attorneys, accords with these

universal standards for the legal profession.

21. Due to the conflict of evidence regarding the assurances given by Mr. Gonzalez to Mr. Skeet,, the Council is unable to come to a finding, as to whether Mr. Gonzalez
assWed Mi:

' [1991] Vol. IV, Part I, p. 46 '

CCBE Code 2.1.2

' Practicing Ethics, (1966) 9 Can. BJ 349.

Skeet of obtaining bail for him. The Council is mindful that Mr. Skeet was in remand at the point in time he employed Mr. Gonzalez and would have wanted to pursue his application for bail, though he states after the fact, that had he known what he knows now, he would have sat out the ninety (90) days in prison and then taken his chances of getting bail at that point of time.

22. Given this conflict between the versions of Mr. Skeet and Mr. Gonzalez, the Council does not make a finding on whether in fact Mr. Gonzalez gave any assurances of obtaining bail to Mr. Skeet. However, the Council has to consider given the circumstances, whether a reasonably competent attorney would have pursued this bail application. Mr. Gonzalez states

that he was familiar with the location where the alleged incident is said to have taken place.

Mr. Gonzalez also stated that he was familiar with the location where Mr. Skeet lived. Hence

he was of the view that the lighting in the area was bad and therefore he pursued the application for bail as identity was a special reason that he could pursue in the bail application.

The Council therefore does not find Mr. Gonzalez in breach of Rule 23 of the Legal Profession (code of Conduct) Rules.

23. Moving on to consider the bail application itself, the Council is unanimous that the outcome

of the bail application is not relevant to the matter of professional negligence under consideration. What is in issue is whether Mr. Gonzalez did his duty without negligence and

to the standard expected of an attorney.

24. There are several matters that are of concern to the Council regarding the conduct of Mr. Gonzalez. In particular the petition filed, as admitted by Mr. Gonzalez, was a standard draft

on which Mr. Skeet's details were included. While this is a convenient practice, it has resulted in stating incorrect facts about Mr. Skeet regarding the number of his children, and

possibly other inaccuracies. Mr. Skeet is literate and came across as articulate when

giving

evidence before this Council. It is reasonable for the Council to assume that Mr. Skeet would perhaps have read his own petition before signing it. This possibility lends credibility to Mr. Skeet's assertion that he did not sign the petition, for he came across as a person who would

have pointed out the inaccuracies in his petition, especially regarding the number of his children.

25. The errors of fact in the petition are the result of carelessness on Mr. Gonzalez's part. It is also a matter of serious concern that Mr. Gonzalez as an officer of court would present a petition without knowing that the petitioner signed it, This becomes all the more concerning where as stated above, the signature has been attested. The person attesting the signature did not give evidence before the Council, however, the signature and the attestation may not be contemporaneous given that Mr. Gonzalez stated that he sent a person to obtain the signature of Mr. Skeet who was in prison and could say no more on that matter. As to how the signature of Mr. Skeet could be attested while he was in prison or whether the person attesting the signature went to prison to visit Mr. Skeet is not in evidence; Mr. Skeet asserts that no one came to obtain his signature in prison.

26. This situation is a matter of serious concern that troubles the Council, however, the Council makes no finding of fact on this matter, though it raises it as matter of serious concern that Mr. Gonzalez should take into account in his future practice. It is a fundamental principle that an Attorney is personally responsible for his work.⁶ He cannot absolve him or herself of that responsibility by claiming delegation. This does not mean that he cannot delegate work to secretaries, clerks and other lay persons. Ancillary legal work is permissible provided the attorney maintains a direct relationship with his client and supervises the delegated work,⁷

27. What troubles this Council is that the written petition to court drafted and presented to court by Mr. Gonzalez states no special reasons for bail. Mr. Gonzalez states that he made oral submissions on the point.

28. Rule 22 of the Legal Profession (Code of Conduct) Rules states as follows;

22.-(1) An attorney shall always act in the best interest of his client, represent him honestly competently and zealously and endeavour by all fair and honourable means to obtain, for him the benefit of any and every remedy and defence which is

⁶ Halsbury's Laws of England - Fourth Edition (reissue), 1989, Vol 3 (I), Para 443

⁷ The American Bar Association - model code of professional responsibility - Ethical Considerations 3-6.

authorised by law, steadfastly bearing in mind that the duties and responsibilities of the attorney are to be carried out within the bounds of the law.

(2) The interests of his client and the exigencies of the administration of justice should always be the first concern of an attorney and rank before his right to compensation for his services.

The question is whether, Mr. Gonzalez's failure to set out special reasons for bail in the petition to the High Court fell short of standard expected of an Attorney.

29. The issue for consideration by the Council would be whether, negligence or omission per se in drafting the petition for bail would constitute professional negligence or whether it can be overlooked as being de minimis — a minor omission not worthy of censure.

30. The Council must take note that its mandate in terms of section 3 of the Legal Profession Act is with establishing, adopting and upholding standards of professional conduct. The insistence on standards of conduct for the profession has also to be viewed in the context of contemporary society. People who use professional services insist more and more on value for their money. They are more demanding and more critical than they were in times gone by as can be seen with this complaint. The number and frequency of violations of the legal profession code of conduct rules by attorneys has also increased. This is also due to a statistical phenomenon of more entrants to the Bar. In these circumstances, the days when the conduct of the few new entrants could be watched and corrected by those more senior is long past.

31. It is in this context that this Council must uphold the standards of the legal profession in Belize. To do so, it must insist that the minimum standards required of the Rules are met by practitioners. If not, it leads to lax standards becoming ingrained as practice by the errant few

that encourages others to slip, thus eroding professionalism in the practice of the law and confidence in the legal profession as a whole.

32. Considering all the material placed before this Council, the Council is of the view that Mr. Gonzalez was negligent in not stating special reasons for bail in the petition filed on behalf of Mr. Skeet. The Council also finds that Mr. Gonzalez has been negligent in not taking proper instructions from his client, as reflected in erroneous information stated in the petition.

33. This Council therefore finds Mr. Gonzalez in breach of Rule 22 of the Legal Profession (Code of Conduct) Rules.

Conclusion

34. This Council finds Mr. Gonzalez guilty of professional negligence in breach of his duties as an Attorney at law towards his client, and in particular in breach of Rules 4 (I) and 22(1).

35. Mr. Gonzalez is directed to show cause to this Council in writing on or before 21st of February 2025 as to why any of the sanctions stated in section 16(2) of the Legal Profession Act should not be imposed on him.

Dated the 31st of January, 2025

By the General Legal Council

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Mr. Justjeel?a ji Goonetilleke
Chairman

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Member

Cheryl-Lynn Vidal SC
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