

**VIRGINIA:**

**BEFORE THE THIRD DISTRICT SUBCOMMITTEE, SECTION I  
OF THE VIRGINIA STATE BAR**

**IN THE MATTER OF  
PEYTON MONCURE CHICHESTER, III**

**VS B Docket No. 09-031-079771**

**SUBCOMMITTEE DETERMINATION  
(PUBLIC REPRIMAND WITHOUT TERMS)**

On October 6, 2010 and August 25, 2011 a subcommittee meeting in this matter was held before a duly convened Third District Subcommittee, Section I consisting of Stephanie E. Grana, Esq., Chair, Mary K. Martin, Esq., member and Dr. Dianne L. Reynolds-Cane, lay member.

Pursuant to Part 6, Section IV, Paragraph 13-15.E. of the Rules of the Virginia Supreme Court, the Third District Subcommittee, Section I of the Virginia State Bar hereby serves upon the Respondent the following Public Reprimand:

**I. FINDINGS OF FACT**

1. At all times relevant hereto, the Respondent, Peyton Moncure Chichester, III [Chichester], has been an attorney licensed to practice law in the Commonwealth of Virginia. As of October 12, 2010, Chichester was an active member of the Virginia State Bar, however, his license to practice law was administratively suspended for the following reasons on the following dates:

- a. Nonpayment of membership dues, October 9, 2009;
- b. Failure to fulfill financial responsibility requirement, October 9, 2009;
- c. Nonpayment of Clients' Protection Fund assessment, October 9, 2009; and
- d. Failure to fulfill mandatory continuing legal education requirements, March 10, 2010.

2. On information and belief, that property known as 2312 Burton Street, in the City of Richmond, Virginia [property], had been owned by Alexander Coleman, Sr., widower, at the time of his death on December 9, 1968. Mr. Coleman died intestate survived by his widow, nine children and one grandchild of a deceased child. Mr. Coleman's widow, Hazel Coleman, died on or about September 13, 2003. One of Mr. Coleman's children is Juanita C. Burnett [Burnett]. Belinda Coleman [Belinda] and Yolanda Coleman [Yolanda] are daughters of Burnett.

3. In the Fall of 2003, Belinda went to the law firm in which Chichester was employed and sought a deed conveying the property upon the passing of her grandparent. Chichester was designated to handle the matter.

4. On December 31, 2003, Burnett, Belinda and Yolanda appeared in Chichester's office with Thomas Robinson [Robinson] for the purpose of effecting that day their verbal agreement to sell the property to Robinson for \$26,000.00.

5. Chichester drafted a document entitled "Settlement Statement" dated December 31, 2003, which was as follows:

SETTLEMENT STATEMENT

DATE: December 31, 2003

The undersigned acknowledge the sale of the real property known as 2312 Burton Street this day for the sum of \$26,000.00. The parties acknowledge that the buyers [sic] will be providing further documentation and assurances of title. All funds will be held in escrow until full [sic] legal title is delivered to the buyer.

The Estate and Heirs of Alexander and Florence Coleman

/s/ Yolanda Coleman

/s/ Juanita Burnett

/s/ Thomas Robinson

6. Robinson filed a Bar complaint on or about June 1, 2009. As of that date, he had not received full title to the property although he had put over \$20,000 into the property to make it livable so he could rent it out. Robinson had also been renting out the property, and he had been paying some of the taxes owed on the property, despite the lack of full legal title.

7. Virginia State Bar Investigator Cam Moffatt [Moffatt] was assigned to the instant Bar case. Moffatt interviewed Chichester twice. Chichester told Moffatt the following during the interviews:

- a. Robinson, Yolanda, Belinda and Burnett came to his office to close the deal on December 31, 2003, because Robinson wanted to close the sale before the end of the year in order to obtain a tax advantage. He was going to use the house as an investment.
- b. Chichester told the parties at the closing that he would hold the funds in trust until such time as clear title could be transferred to Robinson.
- c. Chichester could not recall whether he drew up a contract. He made it clear to all who were present at the closing that if all the heirs did not agree to the sale, a partition suit would have to be filed.
- d. Chichester was asked how the parties could acknowledge a sale on December 31, 2003, when Robinson admittedly could not receive full legal title on that date. In response, Chichester stated the intent was to deliver full title and he had explained to those who were present that they could convey whatever interest they had in the

- property but ultimately a partition suit would have to be pursued if everybody else in the family was not willing to sign off on the sale.
- e. Possession was given to Robinson since the parties had agreed to do so.
  - f. No document was recorded for the sale. Chichester had intended to redraft a deed for people to convey their interests to Robinson but Chichester never got this accomplished.
  - g. Robinson had not paid for any fire insurance on the property. Chichester said he should have anticipated that Robinson could not get fire insurance.
  - h. Chichester did not file a partition suit because every time he thought he was ready to file, he learned more information about the heirs. In hindsight, Chichester said he should have gone ahead and then amended the suit later, but he did not do so.
  - i. Chichester sent Robinson a June 24, 2009 letter indicating he would file a partition suit by that Friday.
  - j. Chichester transferred the case, as well as the \$26,000 in his trust account, to Attorney Thweatt, but did not tell Yolanda, Belinda, or Burnett in advance of transferring the case. He sent a copy of his letter transferring the file to Attorney Thweatt to Robinson on March 31, 2010.

## II. NATURE OF MISCONDUCT

Such conduct by Peyton Moncure Chichester, III constitutes misconduct in violation of the following provisions of the Rules of Professional Conduct:

### **Rule 1.3      Diligence**

- (a) A lawyer shall act with reasonable diligence and promptness in representing a client.

### **Rule 1.4      Communication**

- (a) A lawyer shall keep a client reasonably informed about the status of a matter and promptly comply with reasonable requests for information.

**Rule 1.7 Conflict of Interest: General Rule**

- (a) Except as provided in paragraph (b), a lawyer shall not represent a client if the representation involves a concurrent conflict of interest. A concurrent conflict of interest exists if:
  - (1) The representation of one client will be directly adverse to another client.

**Rule 1.16 Declining or Terminating Representation**

- (a) Except as stated in Paragraph (c), a lawyer shall not represent a client or, where representation has commenced, shall withdraw from the representation of a client if:
  - (1) The representation will result in violation of the Rules of Professional Conduct or other law
  
- (d) Upon termination of representation, a lawyer shall take steps to the extent reasonably practicable to protect a client's interests, such as giving reasonable notice to the client, allowing time for employment of other counsel, refunding any advance payment of fee that has not been earned and handling records as indicated in paragraph (e).

**III. PUBLIC REPRIMAND**

Accordingly, it is the decision of the subcommittee to impose a Public Reprimand and the Respondent is hereby so reprimanded.

Pursuant to Paragraph 13-9.E. the Clerk of the Disciplinary System shall assess costs.

THIRD DISTRICT SUBCOMMITTEE, SECTION I  
OF THE VIRGINIA STATE BAR

By   
Stephanie E. Grana, Esq.  
Chair

**CERTIFICATE OF SERVICE**

I certify that on Sept. 1 2011, I caused to be mailed by certified mail a true and correct copy of the Subcommittee Determination (Public Reprimand Without Terms) to Peyton Moncure Chichester, III, Esquire, Respondent, at, 10665 Honey Tree Road, Richmond, VA 23235, his last address of record with the Virginia State Bar.



Kara L. McGehee, Esq.  
Assistant Bar Counsel