

**VIRGINIA:**

**BEFORE THE THIRD DISTRICT SUBCOMMITTEE  
OF THE VIRGINIA STATE BAR**

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

**VS B Docket No. 08-031-071258**

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

On April 14, 2009, a meeting in this matter was held before a duly convened Third District Subcommittee consisting of Robert Argabright (Lay Member), Rondelle D. Herman, Esquire, and Larry A. Pochucha, Esquire, Chair, presiding.

Pursuant to Part 6, Section IV, Paragraph 13.G.4. of the Rules of the Virginia Supreme Court, the Third District Subcommittee of the Virginia State Bar hereby serves upon the Respondent the following Public Reprimand without Terms:

**I. FINDINGS OF FACT**

1. At all times relevant hereto, Peyton Moncure Chichester, III ("Respondent"), has been an attorney licensed to practice law in the Commonwealth of Virginia.

2. In May 2004, Complainant Roger Moore signed a contract to purchase a home in Richmond, Virginia. Following some delays, he paid a \$500 deposit to the realtor, and appeared at the closing scheduled for July 23, 2004.

3. The sellers, however, refused to sell, saying that one of the persons living in the home had not signed the contract.

4. Mr. Moore felt that he was the victim of housing discrimination and hired Mr. Chichester in August 2004.

5. At the time, Mr. Chichester rented office space from the Brent Jackson Legal Group, P.C., and was listed on its letterhead. He associated another attorney at the firm, James M. Sitton, to assist him on the case.

6. Mr. Moore paid a \$1000 advance fee that Mr. Chichester deposited into his escrow account and drew from as he worked the case.

7. Mr. Chichester recommended that Mr. Moore pursue a housing discrimination complaint. In a subsequent hand-written memorandum to Mr. Sitton, however, Mr. Chichester said that the purpose of the discrimination complaint was only to get "free discovery."

8. Over the course of the following months, Mr. Chichester received information from Mr. Moore as he prepared the housing discrimination complaint.

9. In February 2005, Mr. Chichester filed the complaint with the Department of Professional and Occupational Regulation (DPR) which investigated his complaints against the realtor and the sellers.

10. In May 2005, DPR determined that the realtor had not engaged in misconduct.

11. In October 2005, the real estate board and housing board determined that the sellers had not engaged in unlawful discrimination either.

12. On October 11, 2005, DPR issued a right to sue letter.

13. Over the course of the following four months, October 2005 to February 2006, Mr. Moore telephoned, wrote or e-mailed Mr. Chichester about proceeding with litigation in accordance with the right to sue letter.

14. By letter, dated February 22, 2006, Mr. Chichester requested the defendant sellers to submit to non-binding mediation. His letter stated further that if he did not hear from the defendants within 21 days, he would assume it was a rejection of his offer and that he would file suit in the Circuit Court for the City of Richmond.

15. The same date, Mr. Chichester sent Mr. Moore a copy of the demand letter and a copy of a draft lawsuit. The letter asked his client to provide more information about damages.

16. On March 8, 2006, Mr. Moore complied and sent a letter detailing his damages.

17. None of the defendants, however, responded within 21 days or at any time.

18. Although his demand letter indicated that he would file suit in the Richmond Circuit Court if he did not hear from the defendants within 21 days, Mr. Chichester never did so.

19. Mr. Chichester also decided to stop practicing law for a teaching career, and closed his office on June 30, 2006. On an unknown date, he informed Mr. Moore about this.

20. Mr. Chichester never withdrew from the matter or obtained alternate counsel.

21. Between March and July 2006, Mr. Moore wrote and e-mailed Mr. Chichester for updates, but Mr. Chichester did not respond until June 26, 2006.

22. Over the course of the following year, from July 2006 until July 25, 2007, Mr. Moore continued to request updates from Mr. Chichester.

23. Mr. Chichester, however, never responded to Mr. Moore and never corresponded with him at all during that one-year period.

24. Unable to reach his attorney, Mr. Moore contacted Mr. Sitton who, on July 25, 2006, sent Mr. Chichester an e-mail asking him to provide a written update to Mr. Moore, but Mr. Chichester did not do so.

25. In the spring of 2007, Mr. Moore called Brent Jackson who in turn contacted Mr. Chichester and gave him Mr. Moore's telephone number. Mr. Chichester said that he tried to call Mr. Moore, but dialed the wrong number, and never tried to call Mr. Moore again.

26. Having not heard from his attorney for nearly a year, on June 29, 2007, Mr. Moore complained to the Virginia State Bar.

27. In response to the bar complaint, Mr. Chichester explained that one of the reasons he did not proceed with the lawsuit was Mr. Moore's purported failure to furnish him with more information about damages.

28. As mentioned previously in (16) however, Mr. Moore did furnish substantial information about damages to Mr. Chichester on March 8, 2006. Mr. Chichester admitted to the Virginia State Bar that this letter addressed his questions, and said that he did not recall why he would have considered it deficient.

29. Mr. Chichester explained to the Virginia State Bar Investigator that he was trying to find another lawyer to take the case. In his response to the bar complaint, he said that since he expected another attorney to take over, he "did not press the matter further." Mr. Chichester, however, never found another lawyer to handle the case.

30. After the bar complaint, Mr. Chichester wrote to Mr. Moore on July 25, 2007 offering to conclude the case for no additional legal fees if Mr. Moore would pay his costs, which Mr. Moore declined, choosing instead to see the bar complaint to fruition.

31. Mr. Chichester states that the statute of limitations for contract actions will run in May 2009.

## **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.
- (b) A lawyer shall not intentionally fail to carry out a contract of employment entered into with a client for professional services, but may withdraw as permitted under Rule 1.16.

**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.
- (b) A lawyer shall explain a matter to the extent reasonably necessary to permit the client to make informed decisions regarding the representation.

**III. PUBLIC REPRIMAND**

Accordingly, it is the decision of the subcommittee to impose a Public Reprimand without Terms, and the Respondent is hereby so reprimanded.

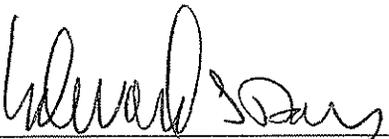
Pursuant to Paragraph 13.B.8.c., the Clerk of the Disciplinary System shall assess costs.

THIRD DISTRICT SUBCOMMITTEE  
OF THE VIRGINIA STATE BAR

By   
Larry A. Pochucha, Esquire  
Subcommittee Chair

**CERTIFICATE OF SERVICE**

I certify that on the 21st day of April, 2009, I caused to be mailed by Certified Mail, Return Receipt Requested, 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.

  
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