

NORTH CAROLINA  
WAKE COUNTY

BEFORE THE  
DISCIPLINARY HEARING COMMISSION  
OF THE  
NORTH CAROLINA STATE BAR  
89 DHC 26

THE NORTH CAROLINA STATE BAR,  
Plaintiff  
  
vs.  
  
WILLIAM C. MORRIS, JR. ATTORNEY  
Defendant

STIPULATED FINDINGS OF FACT  
AND CONCLUSIONS OF LAW

Pursuant to Section 14(A) of the Rules of Discipline and Disbarment of the North Carolina State Bar, the parties to this action have agreed to a settlement and waiver of a formal hearing in this matter. Both parties have agreed to a settlement upon the following stipulated Findings of Fact and Conclusions of Law. In consequence of this settlement and these stipulations, the hearing committee has entered an Order of Discipline to which the parties have consented. The North Carolina State Bar was represented by Fern E. Gunn and the Defendant, William C. Morris, Jr., appeared pro se. Based upon the representations of the Plaintiff and Defendant, the hearing committee accepts and adopts these stipulations and makes the following Findings of Fact:

FINDINGS OF FACT

1. The Plaintiff, the North Carolina State Bar, is a body duly organized under the laws of North Carolina and is the proper party to bring this proceeding under the authority granted it in Chapter 84 of the General Statutes of North Carolina, and the Rules and Regulations of the North Carolina State Bar promulgated thereunder.
2. The Defendant, William C. Morris, was admitted to the North Carolina State Bar on September 17, 1952, and is, and was at all times referred to herein, an Attorney at Law licensed to practice in North Carolina, subject to the rules, regulations, and Rules of Professional Conduct of the North Carolina State Bar and the laws of the State of North Carolina.
3. During all of the periods referred to herein, the Defendant was actively engaged in the practice of law in the State of North Carolina and maintained a law office in the City of Asheville, Buncombe County, North Carolina.
4. Defendant represented North Carolina Grange Mutual Insurance Company (N.C. Grange Mutual) in a civil lawsuit captioned Ira Harmon and wife, Katherine Harmon vs. North Carolina Grange Mutual Insurance Company, 83 CVS 274.

5. On May 2, 1985, the jury rendered a verdict in favor of the Harmons in the amount of \$21,446.
6. On June 3, 1985, the Defendant gave written notice of appeal in this case to the North Carolina Court of Appeals.
7. The Defendant did not receive the trial transcript from the court reporter before the expiration of the 90-day period for serving the proposed record on appeal.
8. The Defendant did not seek an extension of time to serve the proposed record on appeal pursuant to the North Carolina Rules of Appellate Procedure.
9. The Defendant failed to file a record on appeal with the North Carolina Court of Appeals within the 150 days allowed by the Rules of Appellate Procedure.
10. After the dismissal of the appeal, the Harmons demanded payment of the judgment rendered in the civil lawsuit and N.C. Grange Mutual paid the judgment plus additional costs.
11. The Defendant admitted his failure to perfect the appeal and indicated on several occasions to Robert H. Caldwell, President of N.C. Grange Mutual, that he would compensate the company for its losses. The Defendant and Mr. Caldwell never agreed upon an amount which would compensate the company for its losses..
12. Robert H. Caldwell (Caldwell), President of N. C. Grange Mutual Insurance Company, filed a grievance with the North Carolina State Bar regarding the Defendant's conduct in this matter on November 5, 1987.
13. On November 5, 1987, the North Carolina State Bar referred the grievance (87GR 0670) to the 28th Judicial District Bar's Grievance Committee for investigation.
14. By a letter dated July 11, 1988, Isaac N. Northup Jr., then chairman of the Grievance and Ethics Committee of the 28th Judicial District, asked the Defendant to respond to the grievance which had been filed against him by Caldwell. The Defendant alleges that he does not recall receiving a copy of the grievance filed by Mr. Caldwell which was attached to Mr. Northup's letter of July 18, 1988.
15. The Defendant did not respond to Northup's letter of July 11.
16. By a letter dated August 30, 1988, Northup again wrote the accused and requested a response to the grievance.
17. By a letter dated September 12, 1988, the Defendant responded to Northup's letters of July 11 and August 30. Defendant described the situation involving N. C. Grange Mutual as a "debtor/creditor obligation existing between me and Grange Mutual." Defendant indicated that this was a problem which could be worked out between the Defendant and N. C. Grange Mutual and they would have to come some agreement about the amount of Defendant's obligation to N. C. Grange Mutual for his failure to perfect the appeal.

18. On December 22, 1988, the North Carolina State Bar served a Letter of Notice on the Defendant which set forth the allegations of misconduct raised by Caldwell of N.C. Grange Mutual. The Letter of Notice was served on Defendant by certified mail on December 22, 1988. The Defendant was given 15 days from the time that he received the Letter of Notice to respond to the grievance.
19. The Defendant did not respond to the grievance filed against him within the time allowed by the State Bar's rules. A subpoena to produce documents or objects was served on the Defendant on February 13, 1989. The Defendant requested that he be released from the subpoena and allowed to respond to the grievance by a letter. The Defendant finally responded by a letter dated March 8, 1989.
20. In mitigation of the Defendant's misconduct, it is noted that:
  - a) the Defendant has been under a great deal of stress due to his primary responsibility in caring for his aged parents for the last two years and experiencing the death of both of his parents in 1989. Furthermore, the Defendant has undergone significant changes in the organization of his law firm, such changes resulted in significant upheaval in his practice;
  - b) the Defendant has no prior disciplinary record; and
  - c) the Defendant acknowledges the wrongful nature of his conduct.

Based upon the foregoing Findings of Fact, the parties stipulate to the following Conclusions of Law and the hearing committee adopts them as its own:

CONCLUSIONS OF LAW

1. The Disciplinary Hearing Commission has subject matter jurisdiction of the cause and personal jurisdiction over the Defendant.
2. The Defendant has engaged in conduct constituting grounds for discipline under N. C. Gen. Stat. Sec. 84-28(a) (b) as violations of the Rules of Professional Conduct in that:
  - a) by failing to file the record on appeal on behalf of N. C. Grange Mutual and otherwise perfect N. C. Grange Mutual's appeal, the Defendant engaged in conduct that is prejudicial to the administration of justice in violation of Rule 1.2(D); failed to act with reasonable diligence and promptness in representing the client in violation of Rule 6(B) (3); failed to seek the lawful objectives of his client through reasonably available means in violation of Rule 7.1(A) (1); prejudiced or damaged his client during the course of the professional relationship in violation of 7.1(A) (3); and
  - b) by failing to promptly respond to the inquiries of the 28th Judicial District Bar's Grievance Committee and the

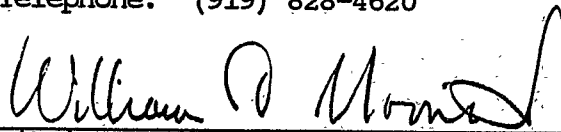
North Carolina State Bar's Grievance Committee, the Defendant has engaged in conduct that is prejudicial to the administration of justice in violation of Rule 1.2.

Stipulated to, this the 27<sup>th</sup> day of December, 1989.



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William C. Morris, Jr.  
Defendant, appearing pro se

The foregoing stipulated Findings of Fact and Conclusions of Law are adopted and the hearing committee finds the facts and conclusions of law as stated. Furthermore, the Committee finds misconduct.

Pursuant to Section 14(20) of the Discipline and Disbarment Procedures of the North Carolina State Bar, the hearing committee has authorized the Chairman to sign on behalf of all members.

This the 27<sup>th</sup> day of December, 1989.



Maureen D. Murray, Chairman  
Hearing Committee

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Defendant

CONSENT ORDER OF DISCIPLINE

Based upon the stipulated Findings of Fact and Conclusions of Law agreed to by the parties and adopted by the hearing committee, the parties have consented to the following Order of Discipline which the hearing committee approves and adopts as its own:

1. The Defendant, William C. Morris, Jr., is suspended from the practice of law in the State of North Carolina for a period of six months from the date this Consent Order of Discipline is filed. The period of suspension is stayed for 18 months, upon the following conditions:
  - a) the Defendant shall make whole the North Carolina Grange Mutual Insurance Company by payment of a sum which has been agreed upon by the Defendant and N. C. Grange Mutual and evidenced by a promissory note dated November 29, 1989. Pursuant to this promissory note, the Defendant agrees to pay N. C. Grange Mutual Insurance Company in four installments on the following dates: March 1, June 1, September 1, and December 1, 1990. The Defendant recognizes that he owes this debt to N. C. Grange Mutual and the Defendant and N. C. Grange Mutual have agreed to the amount owed.
  - b) the Defendant shall pay all costs of this proceeding.

Pursuant to Section 14(20) of the Rules of Discipline Disbarment of the North Carolina State Bar, the Committee has authorized the Chairman to sign on behalf of all members.

This the 27th day of December, 1989.

Maureen D. Murray  
Maureen D. Murray, Chairman  
Hearing Committee

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