LEGAL COMPLAINTS REVIEW OFFICER
ĀPIHA AROTAKE AMUAMU Ā-TURE

[2021] NZLCRO 042

Ref: LCRO 161/2020

CONCERNING	an application for review pursuant to section 193 of the Lawyers and Conveyancers Act 2006
AND	
CONCERNING	a determination of the [Area] Standards Committee [X]
BETWEEN	**SE** Applicant
AND	**GR** Respondent

DECISION

The names and identifying details of the parties in this decision have been changed.

Introduction

[1] Ms SE, by her representative, Mr HM, has applied for a review of a decision by the [Area] Standards Committee [X] (the Committee) which made a finding of unsatisfactory conduct against Mr GR, a lawyer and at the relevant time a partner of [Law Firm 1] (the firm), for failing to disclose information to Ms SE concerning a residential property she was purchasing. The Committee ordered Mr GR to pay a fine, costs, and reduce the firm's fees.

[2] From June 2014 Mr GR, and then from October 2014 his partner, Mr BC, acted for Ms SE on the purchase of a residential section and a house to be built on the section (the property) from [123 Co] Limited (the vendor).

[3] The agreement for sale and purchase (the sale agreement) signed three months earlier on 3 March 2014 was subject to a finance condition being satisfied within "5 working days from the date of th[e] [sale] agreement", and because the residential section formed part of land being subdivided, may also have been subject to a statutory condition.[1]

[4] At that time Ms SE was represented by another law firm, [Law Firm 2], who on 15 April 2014 forwarded a letter of engagement to Ms SE, and on 17 April 2014 informed the vendor's lawyer Ms SE had instructed them "to confirm the purchase contract in all respects".[2] Ms SE then paid the deposit to the vendor direct.[3]

[5] As noted in more detail in my later analysis, on 31 May 2014, [Law Firm 2] sent Ms SE an invoice for their attendances. Three days later, on 3 June 2014, Mr GR's firm ([Law Firm 1]) acquired [Law Firm 2]'s [City A] office prior to which [Law Firm 2] had asked (by letter) its clients, including Ms SE, whether they wished [Law Firm 1] to complete current matters.

[6] From that time until October 2014 Mr GR was the firm's supervising partner for Ms SE's purchase. He says he noticed the vendor did not own the land of which the property formed part, and on 20 June 2014 raised this and other matters with the vendor's lawyer.

[7] Mr GR says because the vendor's lawyer informed him the vendor, and the land owner, [123 Co] Holdings Limited, were closely related, he concluded there was "nothing unusual in what had occurred", and "nothing further [h]e could do at that point".[4]

[8] On 30 June 2014 Mr GR reported (by email) to Ms SE, but did not inform Ms SE the vendor was not the registered owner of the land, or provide her with advice about that fact.

---

[1] Section 225 of the Resource Management Act 1991 (RMA). This section provides, in effect, where the sale agreement is made before a survey plan of subdivision is approved under s 223 of the RMA: (1) the agreement is subject to a condition that the survey plan of subdivision will be deposited under the Land Transfer Act; and (2) the agreement is deemed subject to conditions entitling the purchaser to cancel the agreement within 14 days of the date of the agreement; or after the later of 2 years from the date of the resource consent, or 1 year from the date of the agreement, rescind the agreement if the vendor has not made reasonable progress towards obtaining territorial authority approval of the survey plan or not obtaining title within a reasonable time after that approval.

[2] Confirmation of an agreement: a term used by some lawyers to mean the conditions of the sale agreement have been satisfied.

[3] Mr LN, Mr GR, letter to Lawyers Complaints Service (28 November 2019).

[4] Above n 3.

[9] By October 2014, when Mr BC assumed responsibility for Ms SE's purchase, the vendor was "promoting the possibility of a third party taking over the development", and by early 2015 was "in obvious financial difficulty".[5]

[10] Between 9 and 11 February 2015 Mr BC also made enquiries with the vendor's lawyer concerning ownership of the property with a view to Ms SE lodging a caveat against the land title to protect her interest as unconditional purchaser.

[11] Mr BC arranged for a caveat to be lodged on 11 February 2015. The vendor went into liquidation the following day, 12 February 2015. Because the vendor's mortgagee intended proceeding with a mortgagee sale of that land, Mr BC advised Ms SE she would not succeed in attempting to sustain her caveat which she subsequently withdrew.

Complaint

[12] Ms SE lodged a complaint with the Lawyers Complaints Service (LCS) on 26 April 2019 about the conduct of Mr BC.

[13] During the course of its investigation, the Committee became aware Mr GR "also had some involvement with the file" and provided Mr GR with a copy of the Notice of Hearing already provided to Mr BC.[6]

[14] The Committee invited Mr GR, and Mr LN, the partner in the firm to whom Ms SE's complaint about Mr BC was referred for comment, in particular, concerning Mr GR's enquiry of the vendor's lawyer "about the ownership of the property".

(1) Disclose information, keep informed

[15] In summary, Mr LN and Mr GR informed the LCS that Mr GR was the supervising partner for the file from June 2014, and (a) having "noted and [made] enquiry" with the vendor's lawyer about the vendor not being registered owner of the land, and (b) having obtained a "suitable…explanation", decided "there was no necessity to take that point any further".[7]

[16] The Committee subsequently informed Mr GR, by letter dated 4 March 2020, that "as a result of [its] investigation" concerning Mr BC, and the information obtained

---

[5] Above n 3.
[6] LCS, letter to Mr LN, Mr GR (14 November 2019); Notice of Hearing (12 September 2019).
[7] Mr LN, Mr GR, letter to LCS (28 November 2019).

"during the course of th[at] enquiry", it had "resolved to extend its investigation to include [Mr GR's] involvement in the matter".

[17] The Committee included with that letter (a) a copy of Ms SE's complaint against Mr BC, and (b) a Notice of Hearing which listed among the issues identified for consideration by the Committee "[w]hether, on becoming aware that the vendor…was not in fact the landowner, Mr GR should have advised [Ms SE] of this issue, and sought instructions as to potential remedies".

(2) Competence, negligence

[18] In her submissions to the Committee, made on her behalf by Mr HM, Ms SE alleged Mr GR did not "complete" the legal services he provided, did not carry them out "to a competent, [and] professional standard", and had been negligent which caused her loss.[8]

(3) Complaints process

[19] Ms SE also claimed Mr GR had "show[n] a level of disdain and arrogance in dismissing all attempts to discuss and resolve [her] complaint.

[20] In her submission, Mr BC's, and Mr GR's conduct constituted unsatisfactory conduct pursuant to s 12(a) of the Lawyers and Conveyancers Act 2006 (the Act). In the interests of protection of consumers of legal services (s 3(1)(b) of the Act), Ms SE sought an apology, compensation of $38,000, cancellation of the firm's fees, and payment of her costs incurred in making her complaint.

[21] In a subsequent communication to the LCS, Mr HM stated Ms SE's claim for compensation had increased to $60,828.30.[9]

Response

[22] I refer to Mr GR's response to Ms SE's complaint in my later analysis.[10]

Standards Committee decision

[23] The Committee delivered its decision on 20 July 2020 and determined that Mr GR contravened r 7 of the Lawyers and Conveyancers Act (Lawyers: Conduct and Client Care) Rules 2008 (the Rules) which constituted unsatisfactory conduct under s

---

[8] Mr HM is a Licensed Private Investigator. Ms SE's submissions (9 March 2020).
[9] Mr HM, email to LCS (11 March 2020) claiming the deposit ($43,000); legal advice ($5,035), the caveat invoice ($500); and interest ($12,293.30): total, $68,828.30.
[10] Mr GR, letter to LCS (18 March 2020).

12(c); and also unsatisfactory conduct under s 12(a), namely, conduct that falls short of the standard of competence and diligence that a member of the public is entitled to expect of a reasonably competent lawyer.[11]

[24] The Committee ordered Mr GR to pay a fine of $1,000, reduce the firm's fees by $1,000 and "reimburse" that money to Ms SE, and pay costs of $1,000.

(1) Disclose information, keep informed

[25] In reaching that decision, the Committee found Mr GR failed (a) "to inform" Ms SE that [123 Co] Limited, the vendor, was not the owner of the property, (b) "to advise" Ms SE of the "options available" in those circumstances, and (c) "to seek" Ms SE's instructions "as to any action required".

[26] The Committee referred to Mr GR (a) having "identified" that the vendor did not own the land, and (b) having "sought an explanation" from the vendor's lawyer who informed him that the development was being done "under the name of a related holding company which purchased the land".

[27] However, the Committee found when "subsequently making contact" with Ms SE, Mr GR "did not", as he "should properly" have done, "mention this issue" to Ms SE, or "seek [her] instructions" at that time.

[28] The Committee explained that so Ms SE could make "an informed decision", Mr GR could have advised her that in circumstances where the owner of the property was not the contracting vendor, the "options available" included "to obtain a deed of novation or alternatively to deal with the matter by way of undertakings on settlement".[12]

(2) Competence, diligence

[29] The Committee added that the possibility existed at the time that if Mr GR had "raised" this issue with Ms SE, "further information as to the financial position of the vendor" may have come to light which "may have been useful to Ms SE".

---

[11] Section 12(c) is a contravention of the Act or regulations or practice rules made under the Act.
[12] "Novation involves the release of a contracting party from rights and liabilities under the contract, and the substitution of a new party. This results in a new contract between an original party and the new party"; and in respect of which the "new purchaser and the vendor have privity of contract as direct contracting parties", and "[t]he former purchaser has been released from liability and has no further rights or obligations": *NZ Conveyancing Law and Practice and Commentary* (online looseleaf ed, CCH IntelliConnect) at [8-170].

Application for review

[30] On behalf of Ms SE, Mr HM filed an application for review on 12 August 2020 seeking a direction that the Committee "reconsider" its decision.

[31] Ms SE submits that the orders made by the Committee are "disproportionate[ly]" inadequate when compared "to the losses suffered" by her. She requests an order that Mr GR pay compensation that "reflects a level of sanction" aligned with the consumer protection purposes of the Act.

[32] So that Mr GR and the firm can "account" to her for her loss, Ms SE asks whether a claim could be made against the Law Society's fidelity fund, or an ex gratia payment made to her.

(1) Disclose information, keep informed

[33] Ms SE submits that by not informing her in June 2014 that the vendor was not the registered owner of the property, Mr GR "denied [her] the opportunity" to "cancel" the sale agreement before the vendor found itself in "financial difficulty" and the property was sold by the vendor's mortgagee in March 2015.

[34] Similarly, Ms SE says as well as not advising her, Mr GR also "compromis[ed] the position" of the firm which "fail[ed]" her. She says Mr GR and the firm were "complicit" in her loss of the "deposit and associated financial repayments, interest and costs in at least the period June 2014 to February 2015", as well as invoicing her for legal work the Committee found was unsatisfactory.

(2) Competence, negligence

[35] Ms SE describes the fact the vendor was not the registered owner of the property as "misleading and deceptive conduct" by the vendor at the time the sale agreement was negotiated. She alleges Mr GR, and the firm failed to protect her interests by not "carry[ing] out whatever investigations" were considered necessary to "establish [that] fraud" thereby enabling her to "walk away" from the sale agreement "without penalty".

(3) Complaints process

[36] Ms SE says between 18 August 2018, when she first raised her concerns about Mr BC with the firm, and 26 April 2019, when she lodged her complaint with the LCS, the firm did not provide her with details of the firm's complaints process.

[37] She says Mr LN, in response to her complaint on behalf of the firm, was "deliberately obstructive in his communication and disclosure", and "intentional[ly]" overlooked Mr GR's "involvement" on Ms SE's purchase.

Response

[38] In his response, Mr GR, who did not apply for a review of the Committee's decision, largely repeats his response to Ms SE's complaint which he made to the LCS. He asks that Ms SE's application for review be dismissed, and the Committee's finding of unsatisfactory conduct against him reversed.[13]

[39] In his submission there is "an inherent injustice" in the Committee having "penalised [him] for being particularly thorough". He says had he "reinvestigate[d] all the matters" looked at by [Law Firm 2] "during the conditional period" Ms SE may have complained about his fees charged to her for that work.

(1) Disclose information, keep informed

[40] Mr GR reiterates by the time the firm took over the file in June 2014 the sale agreement had been confirmed, and the deposit paid. He explains the purpose of his 20 June 2014 email to the vendor's lawyer was to "get [him] up to speed" with Ms SE's purchase. In particular, "the question about the registered owner of the head title", and the nature of the title to issue for the property.

[41] Concerning the vendor's "financial situation", he says he "struggle[s] to see how or why" the vendor would have provided that information, but even if the vendor had, Ms SE's only option was to lodge a caveat which the firm subsequently assisted her to do.

[42] He says he was not instructed to either "reinvestigate any due diligence matters" carried out by [Law Firm 2] for Ms SE, or "try and find ways 'out' of the contract". In his submission there was "no need" for him to do so, and "the majority of lawyers" would not have done so.

(2) Competence, negligence

[43] Mr GR says because he did not take over the file until "six weeks" after the sale agreement became "unconditional and the deposit had been paid", he did not have that opportunity, and therefore ought not be "punished due to the actions (or inactions)" of [Law Firm 2].

---

[13] Mr GR, email to LCRO (26 August 2020).

[44] He explains there was nothing more he could do at that time “to save the deposit”, but had he “raised” with Ms SE the fact the vendor was not the registered proprietor of the land, he would have advised her (a) that position was “a fairly common occurrence”, and (b) because the sale agreement conditions had been satisfied and the deposit paid “there was nothing further” he would recommend.

[45] He says had he acted for Ms SE from the beginning he would have advised her about “the options to protect” her deposit “typically done” by requiring the vendor’s lawyer to “hold the deposit as stakeholder until settlement”.

[46] He says novation, referred to by the Committee in its decision, may not have “reflect[ed]” the vendor’s position, and it was “highly unlikely” the vendor would agree to novate the sale agreement. In any event, he says because a mortgage was already registered against the land title, the mortgagee sale would still have occurred.

[47] He says there was “nothing illegal” about the sale agreement, and apart from “protect[ing]” the deposit by having it held by a stakeholder, the “ultimate protection” for a purchaser is to withhold payment of the balance of the purchase price to the vendor’s lawyer until settlement when title is transferred.[14]

[48] In his view, because the sale agreement was unconditional, Mrs SE had “no ability” to cancel and retrieve the deposit, Ms SE “wanted to purchase the property”, and the sale was “proceeding as planned”.

Review on the papers

[49] The parties have agreed to the review being dealt with on the papers. This review has been undertaken on the papers pursuant to s 206(2) of the Act, which allows a Legal Complaints Review Officer (LCRO) to conduct the review on the basis of all information available if the LCRO considers that the review can be adequately determined in the absence of the parties.

[50] I record that having carefully read the complaint, the response to the complaint, the Committee’s decision and the submissions filed in support of and in opposition to the application for review, there are no additional issues or questions in my mind that necessitate any further submission from either party. On the basis of the information available I have concluded that the review can be adequately determined in the absence of the parties.

---

[14] Mr GR refers to obtaining "appropriate undertakings" from the vendor's lawyer.

Nature and scope of review

[51] The nature and scope of a review have been discussed by the High Court, which said of the process of review under the Act:[15]

> … the power of review conferred upon Review Officers is not appropriately equated with a general appeal. The obligations and powers of the Review Officer as described in the Act create a very particular statutory process.
>
> The Review Officer has broad powers to conduct his or her own investigations including the power to exercise for that purpose all the powers of a Standards Committee or an investigator and seek and receive evidence. These powers extend to "any review" …
>
> … the power of review is much broader than an appeal. It gives the Review Officer discretion as to the approach to be taken on any particular review as to the extent of the investigations necessary to conduct that review, and therefore clearly contemplates the Review Officer reaching his or her own view on the evidence before her. Nevertheless, as the Guidelines properly recognise, where the review is of the exercise of a discretion, it is appropriate for the Review Officer to exercise some particular caution before substituting his or her own judgment without good reason.

[52] More recently, the High Court has described a review by this Office in the following way:[16]

> A review by the LCRO is neither a judicial review nor an appeal. Those seeking a review of a Committee determination are entitled to a review based on the LCRO's own opinion rather than on deference to the view of the Committee. A review by the LCRO is informal, inquisitorial and robust. It involves the LCRO coming to his or her own view of the fairness of the substance and process of a Committee's determination.

[53] Given those directions, the approach on this review, based on my own view of the fairness of the substance and process of the Committee's determination, has been to consider all of the available material afresh, including the Committee's decision, and provide an independent opinion based on those materials.

Issues

[54] The issues I have identified for consideration on this review are:

(a) When on noting from his perusal of Ms SE's file, received from her previous lawyer, that the vendor was not the registered owner of the land, what were Mr GR's professional obligations and duties owed to Ms SE?

(b) Did Mr GR carry out those professional obligations and duties?

---

[15] *Deliu v Hong* [2012] NZHC 158, [2012] NZAR 209 at [39]–[41].
[16] *Deliu v Connell* [2016] NZHC 361, [2016] NZAR 475 at [2].

(c) When responding to Ms SE's complaint, did Mr GR contravene any professional obligations and duties?

Analysis

(1) Disclose information, keep informed – issues (a), (b)

(a) Parties' positions

[55] Ms SE claims, in June 2014, Mr GR did not inform her the vendor was not the registered owner of the land, and provide her with appropriate advice thereby depriving her of the opportunity to cancel the sale agreement before March 2015 when the vendor's mortgagee sold the land of which the property formed part.

[56] Mr GR says because, by the time he took over acting for Ms SE, the sale agreement conditions had been satisfied, and the deposit paid, the opportunity for Ms SE to cancel the sale agreement, and obtain the deposit, had therefore passed.

(b) Duty to disclose, keep informed

[57] Although lawyers' duties are "governed by the scope" of the retainer, "[m]atters which fairly and reasonably arise in the course of carrying out those instructions must be regarded as coming within the scope of the retainer".[17]

[58] With limited exceptions, a lawyer risks a complaint from a client with a prospect of a disciplinary response if the lawyer does carry not out the client's instructions.[18] However, where the lawyer is unsure about the client's instructions then "it is incumbent on the lawyer to obtain clarification of those instructions. The lawyer may not proceed on an assumption the client agrees to a certain course of action".[19]

[59] Importantly, for the purposes of this review, a lawyer must disclose to his or her client "all information that the lawyer has or acquires that is relevant" to the retainer, "take reasonable steps to ensure that [the] client understands the nature of the retainer", "keep the client informed about progress", and "consult" the client "about steps to be taken to implement the client's instructions".[20]

---

[17] *Gilbert v Shanahan* [1998] 3 NZLR 528 (CA) at p537.
[18] Duncan Webb, Kathryn Dalziel and Kerry Cook *Ethics, Professional Responsibility and the Lawyer* (3rd ed, LexisNexis, Wellington, 2016) at [10.3].
[19] At [10.3] – see r 1.6 of the Rules as to the manner in which a lawyer must provide information to a client. See also the discussion in *Sandy v Kahn* LCRO 181/2009 (December 2009) at [38].
[20] Rules 7, 7.1 of the Rules; r 1.2 states a "retainer" is defined as "an agreement under which a lawyer undertakes to provide or does provide legal services to a client …".

[60] A lawyer must also respond to a client's inquiries in a timely manner, inform the client if there are any material and unexpected delays in a matter, and promptly answer requests for information or other enquiries from the client.[21]

(c) Discussion

Ms SE

[61] Mrs SE says [Law Firm 2]'s 31 May 2014 invoice included among the attendances carried out by that firm "checking [the sale agreement], checking title, LIM and geotech report and writing to [Ms SE] re the same on 15 April 2014, confirmation of contract".

[62] Ms SE claims although Mr GR knew in June 2014 the vendor was not the registered owner of the land, it was not until 12 February 2015 that Mr BC took "the necessary and duty-bound steps to correct the contract and protect [her] interests".

[63] She says although Mr GR reported (by email) to her on 30 June 2014, he did not inform her, or provide her with advice concerning the fact the vendor was not the registered owner of the land.

[64] She refers to the emails exchanged by Mr BC and the vendor's lawyer during 9 to 11 February 2015 about the vendor not being the registered owner of the land, and the vendor's lawyer's acknowledgment the sale agreement "should refer to [123 Co] Holdings [Limited] as the vendor".

Mr GR

[65] Mr GR explains from 3 June 2014, the firm acquired part of [Law Firm 2]'s business which included, with the relevant clients' approval as "[p]art of that arrangement", "complet[ion]" by the firm of a number of active conveyancing files", but without "assum[ing] any liability" for [Law Firm 2]'s legal work "completed" on those files before 3 June.

[66] Mr GR says when he "assumed control" of Ms SE's purchase, the sale agreement was already unconditional and the deposit was paid, and it was therefore "too late" to either insist on "the vendor agreeing to alter its position to protect [Ms SE's] deposit", or, if required, "any rectification in relation to the contracting [vendor]".[22]

---

[21] Rules 3.2, 3.3, and 7.2.

[22] Mr GR, letter to Lawyers Complaints Service (18 March 2020). Mr GR said it was relevant to Ms SE's complaint that she had settled her claim against [Law Firm 2]; Mr LN, Mr GR, letter to LCS (28 November 2019).

[67] However, he explains due to his "thoroughness" he noted, among other things, the vendor was not the registered owner of the land. He says although Ms SE had not asked him, on 20 June 2014 he "still made the enquiry" of the vendor's lawyer "to seek clarification" in respect of "three matters" not "evident on [[Law Firm 2]'s] file" including the fact the vendor was not the registered owner of the land.[23]

[68] He says the vendor's lawyer provided him with "a suitable explanation", namely, "confirm[ation]" that the vendor, and the registered land owner, [123 Co] Holdings Limited, "were so very closely related" that he "concluded" they "were so inextricably involved" in the development "either or both [companies] could have been found to be the effective contracting party if that point ever had to be taken in the future".

[69] In his submission, there was "no risk" to Ms SE that, on settlement, he would have paid the balance of the purchase price without either title being transferred to Ms SE, or undertakings from the vendor's lawyer that title would be transferred.

[70] Therefore, he says there was "nothing to be added by forwarding this correspondence" to Ms SE. He explains even if he had done so, being unaware at that time the vendor had financial problems, his advice to Ms SE would have been that there was "nothing untoward or unusual" about the transaction which "required any action at that time".

[71] He adds it is "simply not true" it is "unusual" for a vendor not to be the registered owner, or that such circumstances "suggested some impropriety" by the vendor. He explains it is "relatively common" for a vendor to be either (a) a builder/land developer with a related holding company owning the land, or (b) a builder which is acquiring the land from a land developer.

[72] Mr GR says by October 2014, when Mr BC assumed responsibility for Ms SE's purchase, as noted earlier, the vendor was "promoting the possibility of a third party taking over the development", and by early 2015 was "in obvious financial difficulty".

Consideration

[73] To summarise, Ms SE claims Mr GR, when he commenced acting for her in June 2014, did not tell her the vendor was not the registered owner of the land.

[74] Mr GR acknowledges he did not disclose this information to Ms SE. He says when he commenced acting for Ms SE, with the contract being unconditional, and the

---

[23] Also whether the new title for the property would be fee simple or unit title; and when settlement could be expected.

deposit paid, "the next action required" was to wait for the issue of the new title to the property, and the code compliance certificate for the new house being constructed by the vendor.

[75] In his view, "there was (or should have been) no particular need" for him "to revisit the entire file".

[76] Although he says it was due to his diligence that he "discovered, and questioned" the fact the vendor was not the registered owner of the land, he does not say if Ms SE's file disclosed whether or not [Law Firm 2], when checking the title made the same discovery. Be that as it may, he expresses the view it was for [Law Firm 2], at the outset, to advise Ms SE in those circumstances to make the necessary enquiries of the vendor, and how best to protect her deposit.

[77] Mr GR's explanation is that because the sale agreement was unconditional, in that sense the die had been cast. Therefore he says, in effect, whether or not he told Ms SE the vendor was not the registered owner of the land would have neither (a) altered her legal position as unconditional purchaser, nor (b) entitled her to cancel the sale agreement at that time.

[78] As noted above, r 7 requires disclosure by a lawyer to his or her client of "all information" that the lawyer "has or acquires that is relevant to the [client's] matter".

[79] Moreover, r 7.1 requires the lawyer concerned to "take reasonable steps to ensure" that the lawyer's client "understands the nature of the retainer", "keep the client informed about progress", and "consult the client" about "the steps to be taken to implement the client's instructions".

[80] I emphasise that whilst matters of contract are considerations for the Courts, not for a Standards Committee, or a Review Officer on review, it is not open to a lawyer except perhaps for trivial information, to decide himself or herself what information on the client's matter will be provided to, or withheld from his or her client.[24]

[81] There can be no doubt the fact the vendor was not the registered owner of the land was "relevant" to Ms SE's purchase. Mr GR acknowledges he did not disclose that information to Ms SE, or that he took the steps required of him by rr 7 and 7.1.

---

[24] Webb, Dalziel, and Cook, above n 19 at [10.4.3], discussing the duty of disclosure under r 7, and the "wider" common law duty: see *McKaskell v Benseman* [1989] 3 NZLR 75 (HC) per Jeffries J at p87 referred to.

[82] The High Court has stated that whilst the rules are to be "applied as specifically as possible",[25] they "are also to be applied as sensibly and fairly as possible."[26] Following that approach, from my analysis of the information produced concerning this issue, irrespective of the status of Ms SE's legal position pursuant to the sale agreement at that time, it was Mr GR's professional duty to disclose that information to Ms SE.

[83] The conclusion I have reached is that by not doing so Mr GR contravened rr 7 and 7.1 of the Rules, which constitutes unsatisfactory conduct under s 12(c) of the Act.

(2) Competence, negligence

(a) Parties' positions

Ms SE

[84] Ms SE claims Mr GR did not "complete" the legal services he provided, did not carry them out "to a competent, [and] professional standard", and by his "actions" or "inaction" had been negligent which caused her loss, namely, the deposit, interest incurred, and costs.

Mr GR

[85] As noted, Mr GR's position is that when he took over Ms SE's file, "six weeks" after the sale agreement conditions were satisfied, and the deposit paid, it was by then too late to review [Law Firm 2]'s legal work. For that reason, he submits he ought not be "punished" for the "actions (or inactions)" of that firm.

(b) Act competently, negligence

[86] To aid discussion of this issue, I provide a brief summary on the relationship between a lawyer's professional duty to act competently, and negligence.

Competence

[87] If a determination is made that a lawyer's conduct warrants a disciplinary response, a finding can be made of either unsatisfactory conduct pursuant to s 12 of the Act, or, misconduct pursuant to s 7.[27]

---

[25] *Q v Legal Complaints Review Officer* [2012] NZHC 3082 at [59]
[26] *Wilson v Legal Complaints Review Officer* [2016] NZHC 2288 at [43].
[27] A misconduct finding can only be made by the New Zealand Lawyers and Conveyancers Disciplinary Tribunal.

[88] One of the categories of unsatisfactory conduct that may apply when the lawyer concerned is providing regulated services is s 12(a) which concerns “conduct that falls short of the standard of competence and diligence that a member of the public is entitled to expect of a reasonably competent lawyer”.[28]

[89] When a lawyer is providing “regulated services” to a client, r 3 of the Rules also requires that the lawyer “must always act competently and in a timely manner consistent with the terms of the retainer and the duty to take reasonable care”.[29]

[90] The duty to be competent has been described as ‘the most fundamental of a lawyer’s duties’ in the absence of which ‘a lawyer’s work might be more hindrance than help”.[30] The observation has been made that in the practice of law competence “entails an ability to complete the work required by finding the relevant law and applying the relevant skills”.

[91] Whether the lawyer concerned meets this standard is to be determined objectively.[31] However, this does not impose the duty “to provide a high level of service to clients”, and “is, in reality, a duty not to be incompetent … aimed at ensuring minimum standards of service”. The duty is concerned with “the outcome of lawyers’ work rather than the way in which they deal with clients”.[32]

Negligence

[92] In broad terms, a lawyer who is negligent may be liable in both tort (a civil wrong) and contract. Because a lawyer owes his or her client a duty of care in tort, as well as in contract, a cause of action in negligence may lie if the lawyer does not achieve the standard of competence “expected by law”.

[93] The retainer between a lawyer and his or her client has been described as “substantiat[ing] the existence of the relationship that has given rise to that duty”, and contains “the scope of the lawyer’s duty of care”.[33]

---

[28] Section 6 defines “regulated services” as including “legal services” and “conveyancing services”, which are themselves defined. See also Duncan Webb “Unsatisfactory Conduct” (2008) 717 *LawTalk* 18.
[29] Rule 1.2 of the Rules: “retainer” is defined as “an agreement under which a lawyer undertakes to provide or does provide legal services to a client” is described as the recipient of legal services from a lawyer. The term “client”, although not defined, is included in the definition of the term “retainer” in r 1.2.
[30] Webb, Dalziel and Cook, above n 19 at [11.1].
[31] Webb at [11.3].
[32] At [11.3].
[33] GE Dal Pont *Lawyers’ Professional Responsibility* (6th ed, Thomson Reuters, Sydney, 2017) at [5.05] and [5.10].

[94] Any action in contract or negligence brought by a client against his or her lawyer claiming loss is heard by the Courts before whom evidence, frequently including expert evidence, can be tested by cross examination.

[95] In other words, the disciplinary process which, as much as anything, involves an inquiry rather than a trial, does not sufficiently allow for the testing by cross-examination of evidence as is required for the just resolution of significant civil disputes.

[96] Although both Standards Committees, and decisions of Review Officers have frequently stated that the complaints process is not an alternative to court proceedings, if arising out of an action in negligence brought by a client against a lawyer there are issues or doubts about the lawyer's competence, then the client can lay a complaint with the Lawyers Complaints Service.

[97] It is the role of a Standards Committee, a Review Officer on review, or the Disciplinary Tribunal to inquire into whether, for example, a lawyer's conduct did not meet the standard of competence and diligence that a member of the public is entitled to expect of a reasonably competent lawyer.[34]

[98] Moreover, if a Standards Committee, or a Review Officer on review after hearing such a complaint considers that a lawyer has been negligent or incompetent "of such a degree or so frequent as to reflect on [the lawyer's] fitness to practice or as to bring [the legal] profession into disrepute" then the matter may be referred to the Disciplinary Tribunal.[35]

(c) Discussion

Ms SE

[99] Ms SE claims by not "carry[ing] out whatever investigations" were required to enable her "to walk away" from the purchase "without penalty" before it was too late, Mr GR did not act competently, and was negligent causing her loss.

[100] She says although the firm acted for her on the purchase from 31 May 2014 until 12 February 2015 when, according to the Companies Office records, the vendor went into liquidation, "none of the conventional checks and balances were put in place" by the firm.

---

[34] This language is taken from s 12(a) of the Act, defining unsatisfactory conduct in relation to competence, above. See also r 3 above.

[35] See sections 152(2)(a) and 241(c) of the Act.

[101] She refers to [Law Firm 2]'s 31 May 2014 invoice issued to the firm, referred to earlier, which states [Law Firm 2]'s legal services included "checking" the sale agreement and title.

[102] In her submission, when Mr GR, and later Mr BC, acted for her on the purchase, those legal services were "not completed" by them to a "competent, [and] professional standard". She says although Mr GR "knew the contract was void", he "chose not to inform" her.

[103] Ms SE says because the firm "w[as] active" between 21 October 2014 and 4 November 2014 when a third party "proposed purchas[ing]" the vendor's interest in the sale agreement, it is "counterfactual" for the firm to state it was not involved in the purchase until "on or about February 2015".

[104] In Ms SE's view, clause 6.4 of the sale agreement, which refers to s 7 of the Contractual Remedies Act 1979, enabled her to cancel the sale agreement which she was "induced to enter into" by the vendor's "misrepresentation" that it owned the land.[36]

Mr GR

[105] Mr GR says he noticed "the difference between" the vendor which was the "contracting party", and the registered proprietor, [123 Co] Holdings Limited.

[106] However, he says [Law Firm 2] were responsible, prior to confirmation of the sale agreement for (a) advising Ms SE about "possible protection of the deposit", and (b) enquiring about the vendor not being the registered owner of the land.

[107] For that reason, he says there "was (or should have been) no particular need for [the firm] to revisit the entire file at that point", but explains it is "not an uncommon occurrence" for a vendor to be "different from a landowner".

[108] Mr GR says if he had acted for Ms SE "from the outset", "prior to confirmation" he would ask the vendor's lawyer for an explanation at that "earlier time" to provide him with the "opportunity to rectify such discrepancies" as "appropriate or necessary".

[109] He acknowledges he would have had "no right" to "see a copy" of the contract between "the vendor and the title-holder", but says "to attempt to protect" the deposit, as

---

[36] See s 7(3) of the Contractual Remedies Act 1979, which was subsequently replaced by s 37 of the Contract and Commercial Law Act 2017. See also *NZ Conveyancing Law and Practice Commentary* (online looseleaf ed, CCH IntelliConnect) at [3-510].

[Law Firm 2] ought to have done, he would have advised Ms SE that the deposit be held by the vendor's lawyer as stakeholder until settlement.

[110] However, he explains Ms SE's "only option" as "unconditional purchaser" was, as Mr BC later did in February 2015, to lodge a caveat, albeit that would not prevent a mortgagee sale.

[111] In Mr GR's submission, because the vendor, and the registered owner, [123 Co] Holdings Limited, had the same single director and shareholder, "no remedial action was required or necessary" at that stage.

[112] He says the only action required by Ms SE was "to pay for the completed home", and he would not have settled the purchase without title being transferred. In his view, neither the vendor, nor [123 Co] Holdings Limited "would have wanted", and "were not going to refuse to settle because the contract was in the wrong name".

[113] He says the settlement he understands Ms SE reached with [Law Firm 2] concerning her claim against that firm was "likely a recognition that if something could have been done to protect [the] deposit, it had to be done pre-confirmation". That is, before 17 April 2014, not when the firm commenced acting on 3 June 2014.

[114] Finally, concerning Ms SE's claim of misrepresentation by the vendor as to its ownership of the land, Mr GR says there was no evidence of fraud by the vendor, or that the vendor was not performing its contractual obligations. He says Ms SE expected she would "receive what she contracted for", and cancellation "would have brought obligations to a head if not an end", not "a return" of the deposit.

Consideration

[115] Ms SE claims Mr GR, by his actions or inactions when acting for her, was negligent causing her loss which she quantifies at over $60,000.

[116] However, as I have noted, any claim in negligence brought by Ms SE against Mr GR will necessarily require the hearing, and resolution by a Court of the factual disputes noted above, and if Mr GR is found to have been negligent, whether that negligence caused the loss claimed by Ms SE.

[117] To that end, Ms SE may obtain legal advice, and attend to all such steps as are reasonably required of any litigant. If Ms SE is able to make out her claim at trial then she may obtain an appropriate remedy unavailable in the disciplinary jurisdiction.

[118] For these reasons, and because Ms SE's claim in negligence necessarily overlaps with her complaint Mr GR did not act for her competently, rather than consider this aspect of her complaint on review I have decided that the appropriate course is to reverse the Committee's finding Mr GR contravened s12(a) of the Act, and leave it open for Ms SE to decide whether to pursue her negligence claim in the Courts.

[119] In reaching that position, I emphasise that a refusal by a Standards Committee, or a Review Officer on review, to deal with a complaint, where it is determined that the matter should more properly be pursued in another forum, ought not be regarded as a disclaimer of the responsibility of the disciplinary process to provide appropriate oversight and supervision of a lawyer's conduct.

[120] If, as mentioned above, it was to be subsequently established in Court that Mr GR had been negligent when acting for Ms SE on the purchase of the property then it would be open to Ms SE to make a further conduct complaint, but then from the basis of a court of competent jurisdiction having made a definitive finding on her negligence claim.

(3) Complaints process

(a) Parties' positions

[121] Ms SE claims Mr GR "showed a level of disdain and arrogance in dismissing all attempts to discuss and resolve the complaint". She regards the firm's "customer service" as "unsatisfactory despite acquiring" part of the business of [Law Firm 2] "with whom [she] had a relationship".

[122] Mr GR (and Mr LN) say it was initially "difficult to ascertain what was being asked" by Ms SE, and over a period of six months between August 2018, and February 2019, "the substance" of Ms SE's complaint had changed.[37]

(b) Procedural

[37] Mr GR, Mr LN, letter to Lawyers Complaints Service (28 November 2019). They refer to Mr HM's letters to them dated 20 August 2018, 11 December 2018, 29 January 2019 and 22 February 2019.

[123] Although Ms SE's submissions to the Committee concerning this aspect of her complaint about Mr GR mentioned Mr BC's later role, the Committee considered Ms SE's complaint about Mr BC in a separate decision which referred to Mr LN's role in handling the complaint for the firm.

[124] Ms SE did not mention Mr LN in her submissions to the Committee about Mr GR, but in her application for review says Mr LN was "deliberately obstructive in this communication and disclosure", and "intentional[ly]" had "overlooked" Mr GR's involvement.

[125] Ms SE's review application form refers only to her complaint about Mr GR, but Mr HM's accompanying email refers to the Committee's separate decisions concerning her complaints about each of Mr BC, and Mr GR.

[126] For that reason, the case manager asked Mr HM to clarify whether Ms SE's review application concerned both of the Committee's separate decisions, or applied only to the Committee's decision about Mr GR's conduct. The case manager informed Mr HM that if Ms SE also wanted to have the Committee's decision about Mr BC reviewed, then "a separate application form [and] payment must be signed [and] filled in for th[at] decision".[38]

[127] On behalf of Ms SE, Mr HM responded stating he "believe[d]" the Committee's decision "around Mr BC to be fair", and Ms SE was "seeking reviews around the decisions involving Mr GR and the findings for Mr LN, specifically". However, Mr HM did not, on behalf of Ms SE, apply for a review of the Committee's decision on her complaint about Mr BC's conduct, which also discussed Mr LN.

[128] Whilst I have jurisdiction to consider Ms SE's review application as it concerns Mr GR, I do not in respect of Mr LN's handling of Ms SE's complaint about Mr BC. This is because that aspect of Ms SE's complaint was considered by the Committee in its deliberations concerning Mr BC's conduct, and did not form part of her complaint about Mr GR.[39]

[129] In that regard, as noted above, there was no mention in Ms SE's submissions to the Committee concerning her complaint about Mr GR's conduct of her concerns about Mr LN, clearly because this formed part of her complaint about Mr BC.

---

[38] Section 198 of the Act; LCRO, email to Mr HM (17 August 2020) at 11:30 am; Mr HM, email to LCRO (17 August 2020) at 11:36 am.

[39] Sections 193 and 194; see also Legal Complaints Review Officer *Guidelines for Parties to Review* available on the Ministry of Justice website.

[130] In summary, if Ms SE had also wanted to review the Committee's decision about Mr BC, then, as the case manager informed Mr HM, it was for Ms SE to lodge a separate review application in respect of that decision.

(b) Appropriate complaints procedures

[131] To enable a lawyer to respond to complaints raised by clients, r 3.8 provides that lawyers "must ensure that the lawyer's practice establishes and maintains appropriate procedures for handling complaints by clients with a view to ensuring that each complaint is dealt with promptly and fairly by the practice".[40]

[132] Information on these procedures, including "advice on the existence and availability of the Lawyers Complaints Service and how the Law Society may be contacted in order to make a complaint" must, "in advance", be provided by a lawyer to his or her client along with other information on the "principal aspects of client service".[41]

[133] The meaning of "in advance", as explained in the footnote to the rule is, in general terms, before the lawyer commences work on the client's matter.[42]

[134] A further requirement in rule 3.5 is that a lawyer "must, prior to undertaking significant work" under a retainer provide in writing to the client the information specified in paragraphs (a) to (c) of that rule.[43]

[135] In practice, to ensure compliance with both rules, the information required by those rules is provided to clients ahead of work commencing on a retainer.[44] The mode of provision of this information is frequently by a letter of engagement, information for clients and standard terms of engagement documents commonly referred to collectively as "the letter of engagement" sent to clients electronically.[45]

---

[40] See New Zealand Law Society "Practice Briefing: Running An Effective Internal Complaints Process" (March 2014), available on the Law Society website, which includes sections on *How to Respond Initially*, *Who should answer the complaint within the law firm*, and *PI Insurance*.
[41] Rules 3.4, 3.4A (applying to barristers sole from 1 July 2015), 3.5, 3.5A (applying barristers sole from 1 July 2015). See the Lawyers and Conveyancers Act (Lawyers: Conduct and Client Care) Amendment Rules 2015.
[42] Rules 3.4 and 3.4A. The footnote to these rules state: "The expression 'in advance' is contained in section 94(j) of the Act. Accordingly, lawyers are recommended to provide the information set out in rule 3.4 prior to commencing work under a retainer".
[43] Rule 3.5A applies to barristers sole (from 1 July 2015) and provides the same. It includes "a copy of the client care and service information set out in the preface to [the] rules", and "the name and status of the person or persons who will have the general carriage of, or overall responsibility for, the work"; "significant work" - it appears "sufficient" for the lawyer to provide the relevant information "as soon as possible": Duncan Webb "Engagement Letters" (December 2008).
[44] *AJ v BJ* LCRO 258/2011 (December 2011).
[45] New Zealand Law Society templates available on the NZLS website in the Professional Practice, Client Care and Complaints section; also see rr 1.6, 1.7.

(c) Discussion

[136] From 20 August 2018 when Mr HM, on behalf of Ms SE, first raised Ms SE's concerns with Mr BC, until Mr BC's 30 September 2019 letter to the LCS, the written communications between Mr HM and Mr LN, largely focused on Mr BC's attendances in February 2015.

[137] In his 30 September 2019 letter to the LCS, Mr BC stated, in paragraph 4, that on "reviewing the file" he noted "there was correspondence from another partner with the vendor's lawyer about the ownership of the property". This led to the Committee inviting Mr GR to respond which he did jointly with Mr LN on 28 November 2019.

[138] As also noted earlier, having received that letter, the Committee resolved to extend its investigation to include Mr GR's attendances, and having done so, identified the issues and sent a notice of hearing to Mr GR on 4 March 2020.

[139] Mr GR provided his response to the Committee on 18 March 2020.

[140] In my view, Mr GR's conduct in responding to Ms SE's complaint, as summarised above, does not give rise to any issues of a professional nature adverse to him.

Decision

[141] For the above reasons, pursuant to s 211(1)(a) of the Lawyers and Conveyancers Act 2006 the decision of the Committee is:

(a) Confirmed as to the Committee's finding that by failing to disclose to Ms SE the fact that the vendor was not the registered owner of the land Mr GR contravened r 7 of the Rules which constitutes unsatisfactory conduct under s 12(c) of the Act, but modified by my finding that he also contravened r 7.1 which constitutes unsatisfactory conduct under s 12(c) of the Act.

(b) Reversed as to the Committee's finding that Mr GR's conduct also constituted unsatisfactory conduct under s 12(a) of the Act referred to earlier, and substituted by my decision to take no further action on this aspect of Ms SE's complaint on the grounds that there is In all the circumstances an adequate remedy for her in the Courts that would be reasonable for her to exercise.[46]

[46] Section 138(1)(f) of the Act.

Orders

[142] Having made a finding of unsatisfactory conduct, s 156 of the Act includes among the orders that a Standards Committee can make, orders in the nature of penalty.

[143] The functions of penalty in the disciplinary context have been described by the Court of Appeal as (a) punishing the practitioner, (b) a deterrent to other practitioners; and (c) to reflect the public's and the profession's condemnation or opprobrium of the practitioner's conduct.[47]

[144] The starting points for penalty are the seriousness of the conduct and culpability of the lawyer concerned. Mitigating and aggravating features, as applicable, are also taken into account. Acknowledgement by the lawyer of error, and acceptance of responsibility are matters to be considered in mitigation.[48]

(a) Fine

[145] A fine is one of the orders a Standards Committee, or a Review Officer on review, can make. The maximum fine available is $15,000.[49] Where unsatisfactory conduct is found as a result of a breach of applicable rules (whether the Rules of Conduct and Client Care, regulations or the Act) and a fine is appropriate, a fine of $1,000 has been considered a proper starting place in the absence of other factors.[50]

[146] Mr GR's professional failing or shortcoming as found by both the Committee, and me on review is that having noted the vendor was not the registered owner of the land he did not, in discharge of his professional duty, inform Ms SE and provide her with advice on what steps she might take next.

[147] As I note further below, the passage of nearly seven years since Mr GR acted for Ms SE on the purchase makes it all the more difficult to establish whether, or to what extent Mr GR's failure to make that disclosure to Ms SE contributed to her subsequent loss when the vendor could not complete the sale.

[148] For example, what the outcome might have been had Mr GR told Ms SE the vendor was not the registered owner, and Ms SE instructed him to seek a variation to the sale agreement to improve her position.

---

[47] *Wislang v Medical Council of New Zealand* [2002] NZAR 573 (CA) at [21].
[48] Wellington Standards Committee 2 v Harper [2020] NZLCDT 29 at [28]; *Otago Standards Committee v Copland* [2019] NZLCDT 29 at [10] and [11].
[49] Section 156(1)(i) of the Act.
[50] *Workington v Sheffield* LCRO 55/2009 (August 2009) at [68].

[149] For these reasons I am not minded to interfere with the Committee's order that Mr GR pay a fine of $1,000.

(b) Fee reduction

[150] Also for those reasons, I am similarly not minded to order a reduction of the firm's fees, but also because I note those fees largely concern Mr BC's attendances from October 2014, and include his communications with the vendor's lawyer, and the registration and withdrawal of Ms SE's caveat.

(c) Compensation

[151] Ms SE seeks compensation for the loss she claims she suffered as a consequence of Mr GR not informing her the vendor was not the registered owner of the land.

[152] Section 156(1)(d) provides:[51]

> [w]here it appears to the Standards Committee that any person has suffered loss by reason of any act or omission of a practitioner …[it may] order the practitioner … to pay to that person such sum by way of compensation as is specified in the order, being a sum not exceeding [$25,000].

[153] The section provides that the person who seeks compensation must have "suffered loss by reason of any act or omission of [the lawyer]". In other words, there must be a clear "causative link" between Mr GR's conduct and the loss claimed by Ms SE.

[154] As discussed, by the time Mr GR commenced acting for Ms SE in early June 2014, it was approximately six weeks since 17 April 2014 when [Law Firm 2] confirmed the sale agreement, and Ms SE had paid the deposit to the vendor.

[155] As touched on above, it is uncertain what the outcome might have been if Mr GR had (a) disclosed to Ms SE the vendor was not the registered owner of the land, and (b) then sought from the vendor's lawyer a variation of the sale agreement to improve Ms SE's position such as the deposit being held by stakeholder.

[156] Ultimately, it appears the deterioration of the vendor's financial position which led to the vendor's liquidation prevented the vendor from completing the sale agreement

[51] Lawyers and Conveyancers Act (Lawyers: Complaints Service and Standards Committees) Regulations 2008, reg 32.

with Ms SE. For that reason, it is equally uncertain whether Mr GR's failure to make disclosure the vendor was not the registered owner led to the loss she claims.

[157] Because, in my view, no evidence has been produced of a clear "causative link" between Mr GR's conduct and the loss Ms SE claims, Ms SE is not entitled to be compensated by an order under s 156(1)(d).

[158] In arriving at this view, as discussed above, such matters are best determined by the Courts in respect of any claim in negligence brought by Ms SE against Mr GR where witnesses can be examined, tested by cross examination.

(d) Solicitors Fidelity Fund

[159] For completeness, it would not be open to Ms SE to make a claim against the Solicitors Fidelity Fund, the purpose of which, in broad terms, is to enable compensation, limited to $100,000, of persons "who suffer pecuniary loss" arising from theft by a lawyer, or employee of the lawyer.[52]

(e) Orders

[160] Pursuant to s 211(1)(a) of the Lawyers and Conveyancers Act 2006 the decision of the Standards Committee is:

(a) Confirmed as to the Committee's order that Mr GR pay to the New Zealand Law Society the sum of $1,000 by way of a fine (s 156(1)(i));

(b) Confirmed as to the Committee's order that Mr GR pay to the New Zealand Law Society the sum of $1,000 by way of costs (s 156(1)(n)),

with such amounts to be paid by Mr GR to the New Zealand Law Society within 30 days of the date of this decision.

[161] Pursuant to s 211(1)(a) of the Lawyers and Conveyancers Act 2006 the Committee's order that Mr GR reduce the firm's fees and disbursements by $1,000 is reversed (s 156(1)(e)).

(d) Review costs

[162] Where an adverse finding is made, costs will be awarded in accordance with the Costs Orders Guidelines of this Office. It follows that pursuant to s 210(1) of the Act,

---

[52] Lawyers and Conveyances Act 2006, Part 10 on Fidelity Funds; Lawyers and Conveyancers Act (Lawyers: Fidelity Fund) Regulations 2008.

Mr GR is ordered to pay costs in the sum of $1,200 to the New Zealand Law Society within thirty days of the date of this decision. Pursuant to s 215 of the Act, I confirm that the order for costs made by me may be enforced in the civil jurisdiction of the District Court.

Anonymised publication

[163] Pursuant to s 206(4) of the Act, I direct that this decision be published so as to be accessible to the wider profession in a form anonymising the parties and absent of anything as might lead to their identification.

DATED this 31st day of March 2021

____

BA Galloway
Legal Complaints Review Officer

In accordance with s 213 of the Lawyers and Conveyancers Act 2006 copies of this decision are to be provided to:

Ms SE as the Applicant
Mr GR as the Respondent
Mr HM as representative for the Applicant
Mr LN as related person
[Area] Standards Committee [X]
New Zealand Law Society