

**CONCERNING**

an application for review pursuant to section 193 of the Lawyers and Conveyancers Act 2006

**AND**

**CONCERNING**

a determination of [A North Island] Standards Committee

**BETWEEN**

**MS KB**

Applicant

**AND**

**MS JR**

Respondent

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

**Introduction**

[1] Ms KB has applied for a review of the determination by [A North Island] Standards Committee in which it declined to take any further action in respect of the various complaints raised by her about Ms JR's conduct.

[2] Ms KB has made a number of comments on the content of the Standards Committee determination to correct what she sees as errors. In this decision, I have referred only to matters to which it is necessary to refer for the purposes of this decision and/or to provide balance to the determination. Resources do not allow for time to be expended to correct errors which have no bearing on the outcome of this review. Standards Committee determinations are not published other than to the parties.

[3] Ms KB lodged her complaint with the New Zealand Law Society Complaints Service on behalf of and as attorney for her father, Mr CG. The application for review has been filed on the same basis. On receipt of the review application, Ms JR responded by providing a letter signed by Mr CG in which he advised that he had never been consulted about the complaints or approved of them. He requested that the complaints and review application be withdrawn.

[4] Attached to the letter from Mr CG was a certificate dated 2 August 2012 by Dr [X] which had the following heading:

Health Practitioner's Certificate of Mental Incapacity for Enduring Power of Attorney  
in Relation to Property.

[5] This is a certificate which is required where incapacity is a prerequisite to the attorney acting under the power of attorney. The certificate given by Dr [X] was however that Mr CG was mentally capable, and therefore able to withdraw the complaints. It is a somewhat unusual use of this form.

[6] Subsequently, Ms KB provided an email addressed to her by Dr [X] dated 29 July 2013 in which Dr [X] formally revoked the certificate.

[7] Although these events were the cause of some delay in processing this review while the validity of Dr [X]'s initial certificate was challenged, I do not consider that it would have been conclusive as to whether or not this review continued.

[8] Section 132(1) of the Lawyers and Conveyancers Act 2006 (the Act) provides that "any person" may complain about the conduct of a lawyer, and I would have been minded to treat Ms KB's complaint as a complaint by herself, as some of the matters complained of relate to conduct that affected her (albeit as her father's attorney) as much as it affected Mr CG.

[9] In the end therefore, this review would have proceeded regardless of the withdrawal. However, the withdrawal of the certificate does mean that the letter from Mr CG has no effect and the review will address all issues as they relate to Mr CG and Ms KB.

[10] I also note that Mr CG has since passed away but that too does not affect my obligation to complete the review.

## **Background**

[11] Ms JR had acted for Mr CG since 1998. Mrs CG's affairs were handled by the [Trust] but in June 2009<sup>1</sup> Ms JR was contacted by Mrs CG with a request to register a transfer of the property which she owned with her husband to effect a change of ownership from herself and her husband as joint tenants to tenants in common in equal shares. Ms JR carried out this instruction.

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<sup>1</sup> In her response to the complaint dated 17 January 2012 Ms JR states that she was contacted by Mrs CG in July 2009, but a search copy of the title dated 8 June 2009 shows this transfer having been registered by that time.

[12] In January 2011, Mrs CG again contacted Ms JR and requested her to prepare a new will and enduring powers of attorney. Ms JR was appointed the sole executor and trustee of Mrs CG's will. The will was signed and dated 28 January 2011 and provided that the residue of Mrs CG's estate was to pass to Mr CG. The residue of Mrs CG's estate included her half-share in the property.

[13] Mrs CG died on 26 June 2011. In July 2011 Mr CG signed enduring powers of attorney for his personal care and welfare, and property, in which he appointed Ms KB his attorney. The documents provided that Ms KB's brother, [Brother CG], was appointed successor attorney, and also provided that the attorney "must consult as far as practicable" with [Brother CG] and another brother, [Brother CG2].

[14] As noted above, [Brother CG] had contacted Ms JR in December 2010 and sought her assistance in resolving a dispute which had arisen in the family over the distribution of a trust fund established by a deceased brother.<sup>2</sup> Subsequently, when further differences arose relating to Ms KB's conduct as Mr CG's attorney, [Brother CG] made contact with Ms JR again, and some of the complaints raised by Ms KB relate to Ms JR's actions as a result of the communications between her and [Brother CG].

[15] Generally, Ms KB's complaints relate to Ms JR's conduct in acting for Mr CG, hence the reason why the complaint was made on behalf of Mr CG and signed by Ms KB in her capacity as attorney.

### **Ms KB's complaints**

[16] In her complaint to the New Zealand Law Society Complaints Service Ms KB referred to the following issues:

1. The provisions in Mrs CG's will which provided that the residue of Mrs CG's estate (which included the half-share in the property) passed to Mr CG, defeated the purpose of severing the tenancy of the property owned by Mr and Mrs CG, as it meant that Mr CG was obliged to expend some of his own funds in rest home care before he became eligible for a rest home subsidy. Ms KB's complaint is that Ms JR did not check her own records when preparing the will and/or did not take heed of the reminder from Ms KB at the time or after the will was prepared.

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<sup>2</sup> In her comments on the draft decision Ms JR says: "[Brother CG] did not seek my assistance in resolving any disputes which had arisen in the family. On the contrary, [Lawyer A] at [Firm A] in [town] was acting in the matter."

While this does not affect the outcome of the review I note that in her letter to the Complaints Service dated 17 January 2012, Ms JR says at para 1(c):- "In December 2010 I was contacted by [Brother CG],

2. Ms JR continued to consult and plan with [Brother CG] when all communications with regard to her father's affairs should have been through her as her father's attorney. This included:
  - plans to have Ms KB removed as the attorney and replaced by a guardian appointed by the Court;
  - retention of money payable to Mr CG from Mrs CG's estate; and
  - discussion with [Brother CG] about instructions from Ms KB to pay the sum of \$1,500 to each of the four children from Mr CG's funds.
3. Poor advice:
  - Ms JR prepared a deed to distribute the gifts referred to in complaint two and had Ms KB execute this as attorney and as one of the recipients. Ms KB has been advised that this should not have been done.
  - Ms JR failed to act on Mr CG's instructions to make proper arrangements for his [text redacted] daughter (Ms KB's sister) instead telling Ms KB that this could wait until Mr CG had died.
4. Ms JR had communicated with Ms KB telling her that she was required to consult with her brothers in respect of proposed actions as Mr CG's attorney.

[17] Ms KB sought compensation in the sum of \$37,000 being the amount that Mr CG would be obliged to spend before he qualified for a rest home subsidy, which would not have occurred if Ms JR had provided for Mrs CG's share in the property to be held for her and her siblings subject to a life interest for Mr CG.

### **The Standards Committee decision**

[18] The Standards Committee distilled eleven issues out of the matters raised by Ms KB:<sup>3</sup>

- a) Whether Ms JR omitted to include a clause in respect of tenants in common in Mrs CG's Will which resulted in Mrs KB's father not being eligible for a

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who is [Mr & Mrs CG's] son who lives [overseas]. He asked me to assist in resolving a bitter family dispute over the distribution of a fund from a trust established by his [brother], who had passed away."

<sup>3</sup> Standards Committee decision dated 3 July 2012.

Residential Care Subsidy. Despite being advised, Ms JR did nothing to remedy the matter.

- b) Whether Ms JR was negligent because of her forgetfulness and whether she should have included a life interest clause in the Will.
- c) Whether Ms JR's communication with [Brother CG] behind [Ms KB] and her father's back amounted to a breach of professional standards.
- d) Whether Ms JR got [Ms KB] to sign a Deed of Gift for \$6000 knowing that she was to be a beneficiary and should not have signed the Deed.
- e) Whether Ms JR expected [Ms KB] not to declare to WINZ, money that Ms JR held in her trust account on behalf of Mr CG, as part of Mr CG's Residential Care Subsidy application.
- f) Whether Ms JR passed judgment on [MsKB] as EPOA.
- g) Whether Ms JR's refusal to transfer Mrs CG's 1/2 share in [Property] to Mr CG breaches professional standards.
- h) Whether Ms JR has a conflict of interest because [Brother CG] is a client of hers.
- i) Whether there has been collusion between [Brother CG] and Ms JR because Ms JR has been stalling distributing funds to Mr CG.
- j) Whether Ms JR refused to follow Mr CG's instruction in relation to his Will and his wishes regarding his daughter [Sister CG].
- k) Whether Ms JR and [Brother CG] have colluded to discredit, undermine and displace Dianne as EPOA for Mr CG.

[19] In each case the Committee determined to take no further action and other than as specifically addressed in this decision, I confirm the determinations of the Committee and adopt its reasons.

### **Review**

[20] Both parties have consented to this review being completed on the basis of the material provided to the Standards Committee and to this Office. During the course of

the review Mr CG has passed away and in addition, Ms JR has ceased to practise in New Zealand.

[21] A draft decision was sent to the parties for comment on 17 April 2014. The comments from both parties have been taken into consideration before issuing this decision. Ms KB's response in part, is a continuation of submissions already made and I have not specifically addressed all of these for that reason. In addition, Ms KB included comments on LCRO 246/2012 which do not constitute comment on the draft decision and have not been considered.

### **Mrs CG's Will**

[22] Section 12(a) of the Act provides:

#### **Unsatisfactory conduct defined in relation to lawyers and incorporated law firms**

In this Act, **unsatisfactory conduct**, in relation to a lawyer or an incorporated law firm, means—

(a) conduct of the lawyer or incorporated law firm that occurs at a time when he or she or it is providing regulated services and is 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;

...

[23] In 2009 Ms JR had prepared and registered the necessary documentation to convert ownership of the property owned by Mr and Mrs CG from joint tenancy to tenants in common in equal shares. At that time, Ms JR did not act for Mrs CG and so she was not privy to any discussions giving rise to these instructions as to the reasons for severing the tenancy. However, it would be expected that she would have at least made some enquiry as to why this was being done. In any event, Ms JR acted for Mr CG, and obtained his signature to the A & I, and so should have enquired on his behalf as to the reason why this was being done rather than acting on the instructions of Mrs CG alone.

[24] A common reason for taking such action is referred to in the correspondence from Ms KB, and that was to provide that half the value of any jointly owned property would not be taken into account when assessing eligibility for any rest home subsidy. Ms JR would, or should, have been aware of that, or at least should have enquired as to the reasons why the tenancy was being severed.

[25] If Ms JR had ascertained that this was the reason why the title was being transferred, then it should have been clear to her that if Mrs CG's will provided for her interest in the property to pass to her husband, then this would have the effect of defeating the steps taken in this regard.

[26] The usual provisions to be inserted in a will where there is a tenancy in common, would be to provide for a life interest to the surviving spouse, (or co-owner) and then provide for a gift over to the ultimate beneficiaries, in this case the four children. Ms JR argues that she was not instructed by Mrs CG to include these provisions, and that instead, her instructions were to leave everything to Mr CG, after providing for some specific gifts. Ms JR has also observed that the will prepared by the [trust] at the time she was instructed to register the transfer did not include any such provisions. In this regard, Ms JR is correct,<sup>4</sup> but so too is Ms KB when she says that the form of the [trust] will has no bearing on her complaint about Ms JR.<sup>5</sup>

[27] A similar fact situation was the subject of consideration in *Woods v LCRO*.<sup>6</sup> In that case Mrs Pearce consulted her lawyer with a view to having a new will prepared. She was adamant that the property which she occupied with her husband was owned jointly with her husband or by her husband alone. The lawyer asserted that Mrs Pearce was not willing to pay for the cost of a title search and proceeded to prepare the will on the basis of ownership as advised by Mrs Pearce. Mrs Pearce died shortly afterwards and it was ascertained that the property was in fact owned by Mr and Mrs Pearce as tenants in common in equal shares. The will as prepared by the lawyer provided that the residue of the estate, which included the half-share of the property, passed to Mrs Pearce's son from an earlier relationship. Mr Pearce contended that this was not his wife's intentions and lodged a complaint against the lawyer.

[28] The Standards Committee determined that the will had been prepared in accordance with Mrs Pearce's wishes and that she must have understood the consequences of owning the property as tenant in common. It therefore determined to take no further action with regard to the complaint.

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<sup>4</sup> Ms KB provided a copy of the will prepared by the [trust] dated 3 September 2009 with her complaint. Paragraph 8 of that will provides that the residue of Mrs CG's estate was to pass to her husband. The residue of the estate included her half share in the property. In her comments on the draft decision Ms KB refers to a statement from her mother that she had left her estate to her children equally. This is not reflected in the copy of the will provided by her with the complaint.

<sup>5</sup> Although it is a factor to be taken into account when considering what penalties to impose.

<sup>6</sup> *Woods v LCRO* [2013] NZHC 674.

[29] On review, the LCRO reversed that determination and held that the lawyer's conduct constituted unsatisfactory conduct. That decision was upheld by the High Court in an application for judicial review by Mrs Woods.

[30] At [29](e) of its judgment, the court recorded the LCRO's comments:<sup>7</sup>

Mrs Pearce's unwillingness to pay for a title search did not absolve Ms Woods from obtaining "sufficient information to enable proper and thorough advice to have been given to her client." ...The failure to undertake a "basic inquiry, to form the basis of sound legal advice, meant that Ms Woods was unable to act in Mrs Pearce's best interests concerning her testamentary wishes". (footnotes omitted).

[31] The court then observed:<sup>8</sup>

Against that background the LCRO concluded that the practitioner's conduct fell short of "best practice". In this case she concluded that the failure to obtain a title search to enable full advice to Mrs Pearce met two limbs of the s 12 definition of "unsatisfactory conduct". That is, it was conduct falling short of a standard of competence and diligence that a member of a public would be entitled to expect of a reasonably competent lawyer. And it was conduct that would be regarded by lawyers of good standing as being unacceptable. (footnotes omitted).

[32] At [62] and [63] of its decision the court said:<sup>9</sup>

Ms Woods' responsibility was to advise Mrs Pearce in relation to entry into the will. She appreciated the importance of understanding the underlying proprietary position. She should not have relied on the understanding of the client on that matter. Mrs Pearce was elderly, unwell and had no training in the law of real property. In this case it was impossible for Ms Woods to advise adequately without knowing how the house was held. The house was the major asset, and providing for it was the reason for the will being made in the first place.

I do not think the LCRO's analysis at [23] and [24] of her decision (summarised at [29](e) and (f) above) can be faulted. The failure to insist on the ascertainment of the exact proprietary position (at a cost of all of \$3.20) has meant that we are left to speculate on whether Mrs Pearce actually intended that if the property was not held jointly, her share was to go to her son (with no intermediate life interest in favour of her elderly husband of 30 years) or not. Given that the duties owed by Ms Woods ran beyond her immediate client, I am satisfied that her omission to ascertain the titular position was conduct falling short of the standard of

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<sup>7</sup> Above n 6.

<sup>8</sup> Above n 6 at [30].

<sup>9</sup> Above n 6.



competence and diligence that a member of the public was entitled to expect of a reasonably competent lawyer. Mr Paine could point to no authority otherwise.

[33] It is quite clear from this judgment that by not obtaining a search copy of the title, regardless of whether she had herself effected registration of the transfer, Ms JR's conduct constituted unsatisfactory conduct.

[34] In her response to the draft decision,<sup>10</sup> Ms JR observes that the implications of the judgment in *Woods v LCRO* are that:

... when a solicitor is instructed to prepare a new will for a new client, they must conduct title searches so as to ensure that any half completed estate planning arrangements are completed. This ignores the reality of law practice, with clients wishing to do wills with the minimum of fuss and expense, particularly in locations such as [location].

I can do no more than to endorse the decision of the LCRO and the court.

[35] Ms JR comments that she does not consider proper attention has been paid to the facts and the instructions given to her by Mrs CG. In reaching this decision I have carefully reviewed all of the material provided to the Standards Committee and this Office. I have not seen any statement by Ms JR that she was aware at the time of making Mrs CG's will that the property was owned as tenants in common, or that she discussed the matter and advised Mrs CG of the options open to her. She relies solely on the fact that Mrs CG instructed her that everything was to pass to her husband.

[36] Ms JR states that Mrs CG's instructions were as a result of the family dispute which is referred to in [14] and that she did not want Ms KB or [Brother CG2] to have any part of her affairs. That could still of course have been achieved without necessarily leaving her entire estate to her husband. This decision proceeds on the basic premise that Ms JR did not seemingly ascertain that the property was owned as tenants in common, and/or discuss the matter with Mrs CG, advise her of the options, and obtain informed instructions. In considering what penalty to impose, I have specifically noted that Mrs CG may indeed have wished Mr CG to have full control over the property.

## **Penalty**

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<sup>10</sup> Letter JR to LCRO (11 May 2014).

[37] In *Woods v LCRO*, the court noted the orders made by the LCRO were consequent on the finding of unsatisfactory conduct. The LCRO had ordered the lawyer to pay \$1,000 towards Mr Pearce's legal costs pursuant to s 156(1)(d) of the Act and censured the lawyer. The LCRO also ordered the lawyer to pay \$900 towards the costs of the review.

[38] In the present instance, Ms KB submits that her father's estate should receive compensation in the sum of \$37,000,<sup>11</sup> being the amount she claims has been lost by reason of the fact that Mr CG was obliged to expend his own money for care in excess of the sum allowed to be retained by a rest home resident.

[39] In the first instance, this Office has jurisdiction to order only \$25,000 by way of compensation, but the question still arises as to whether or not any sum should be ordered to be paid.

[40] To make such an order I would have to assume that if Ms JR had checked the title and discussed the matter with Mrs CG, Mrs CG's instructions would have been to include the life interest provisions in her will.

[41] Whilst this is a reasonable assumption to make, there is a degree of uncertainty arising around this. The factors which I take into account in this regard include:

- The will prepared by the [trust], at the same time as instructions were given to Ms JR to sever the tenancy, still provided that the residue of the estate was to pass to Mr CG. If it was not intended that this should be the case, it is most surprising that the [trust] will did not include those provisions.
- It cannot be assumed that Mrs CG would have instructed Ms JR to include these provisions once the consequences were explained to her. She may, for example, have decided that Mr CG should be able to have full control over the whole of the property, rather than having Mrs CG's interest owned by her executors.
- "The disciplinary procedure is focussed on the practitioner's discipline rather than the wronged client's compensation. While compensation may be ordered, this does not affect the right to bring an ordinary action in the courts. The procedure before the disciplinary tribunals is more akin to a criminal procedure than a civil dispute".<sup>12</sup>

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<sup>11</sup> If the claim by Mr CG's daughter is taken into account, the amount would be \$23,000.

<sup>12</sup> *Ethics, Professional Responsibility and the Lawyer*, 2<sup>nd</sup> Edition, Duncan Webb, chapter 3.5.2.

- The LCRO process is not suited to a full examination and determination of the quantum of a claim which is more properly the role of the court in a negligence claim.

[42] Overall, I have reached the view that I am unable to make an order for compensation as sought by Ms KB. The conduct in respect of which the finding of unsatisfactory conduct has been made is the fact that Ms JR did not check the title to the property and advise Mrs CG about the options at the time she made her will. In the circumstances, I consider that a censure pursuant to s 156(1)(b) of the Act and a fine of \$1,000 is the appropriate remedy, in line with the orders made by the LCRO in *Pearce v Woods*.<sup>13</sup>

[43] In her response to the draft decision, Ms KB submitted that an award should be made in respect of the legal costs incurred in connection with this complaint. Mr Pearce's costs were incurred in legal proceedings to recover his wife's interest in the property. No similar costs were incurred by Mrs CG's children.

#### **Communications with [Brother CG]**

[44] Ms JR had acted for Mr CG for many years but had also previously received instructions from [Brother CG] in respect of family matters. In addition, [Brother CG] contacted Ms JR for advice as to whether or not Ms KB was acting in accordance with the requirements of Mr CG as expressed in the power of attorney.

[45] Ms JR also sought comment from [Brother CG] on instructions she had received from Ms KB, for example, with regard to the proposed distribution of Mr CG's funds to reduce the value of his assets for the purposes of the rest home subsidy.

[46] Ms KB complained that all communications in respect of her father's affairs should have been conducted through her.

[47] In my view Ms JR has lost sight of who her client was in communicating with the various parties who were in dispute. Her primary client was at all times Mr CG. Ms KB was Mr CG's attorney. Ms JR should not have engaged in extended communications with [Brother CG] in challenging whether or not Ms KB was complying with the requirements of the power of attorney. She also sought comments from [Brother CG] about the instructions issued by Ms KB. By taking these steps, she assumed the role of adviser to [Brother CG] whereas she should have declined to act for either [Brother CG] or Ms KB with regard to Ms KB's obligations under the power of attorney.

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<sup>13</sup> *AG v ZT* LCRO 159/2010.

[48] Matters became further blurred in December 2010 when Ms JR attended with [Brother CG] on Mr CG to have him sign a revocation of the power of attorney. At that time, Ms JR had accepted her retainer had been terminated and it is difficult to discern on whose instructions she was then acting. It could only have been at the request of [Brother CG] that she accompanied him to attend on Mr CG and by so doing she became aligned with the position adopted by [Brother CG].

[49] I acknowledge that there was a fine line between ensuring that Mr CG's interests were being protected, and becoming involved in the disputes between the family. Ms JR was entitled to engage with all members of the family for the purposes of ensuring Mr CG's welfare, but not to go further and side with one member of the family against another.

[50] However, I do not endorse the absolute position of Ms KB that Ms JR should only have consulted with her. Her points of contact with Mr CG were through members of the family but Ms JR's problems all stem from a failure to maintain a completely independent position in connection with the issues arising between Ms KB and [Brother CG]. Nevertheless, it is understandable how she became drawn into these disputes. On balance, I do not think the outcome should be an adverse finding against Ms JR.

#### **Poor legal advice**

[51] Ms KB has complained about two instances where she says Ms JR provided poor legal advice. The first related to the deed prepared by Ms JR whereby the sum of \$6,000 was to be distributed amongst the four children. Ms KB has stated that she has since been advised that she should not have signed the document as attorney because she was also a recipient of funds.

[52] The power of attorney granted by Mr CG included a direction that Ms KB could receive a benefit from Mr CG's funds only to reimburse her for out of pocket expenses. Section 107 of the Protection of Personal and Property Rights Act 1988 provides that nobody can benefit from the donor's property, whether the attorney or otherwise, unless it is specifically allowed for in the grant. I am unsure if this is the provision that Ms KB's subsequent lawyer is referring to, but whilst this exhibits a lack of awareness on Ms JR's part as to the provisions of the Act, not every lapse by a lawyer is deserving of an adverse finding, and this is one instance where I do not consider such a finding is warranted.

[53] The second matter about which Ms KB has complained is the reported response to Mr CG's desire to make proper provision for his [text redacted] daughter while he

was alive. This complaint suffers primarily from the fact that there is no direct evidence (or complaint) from Mr CG and is promoted more to support an allegation of conspiracy between Ms JR and [Brother CG]. There is no evidence to support this speculation and no further action in this regard is warranted.

### **Distribution of the estate**

[54] While confirming the determination and reasoning of the Standards Committee with regard to this complaint, it also needs to be noted that Ms JR was the executor of the estate. Unless she was agreeable to rely on an indemnity from the beneficiaries, it was prudent for her not to distribute the estate within six months of the date of issue of Probate.<sup>14</sup> I am unsure exactly when Probate was granted, but Mrs CG had died on 26 June 2011. I understand that a distribution of funds was effected by Ms JR in November 2011. This would have been within the six month period and Ms JR took some risk in complying with Ms KB's "instructions".<sup>15</sup> She was not obliged to do so.

### **Summary**

[55] As noted in [19] I concur with the determination of the Standards Committee for the reasons recorded by the Committee unless I have otherwise noted in this decision. The major departure from the determination of the Committee is in regard to the completion of Mrs CG's will.

### **Decision**

Pursuant to s 211(1)(a) of the Lawyers and Conveyancers Act 2006 the determination of the Standards Committee is modified in the following way:

1. Ms JR's conduct in taking instructions and preparing Mrs CG's will constitutes unsatisfactory conduct. Ms JR is censured for this conduct pursuant to s 156(1)(b) of the Lawyers and Conveyancers Act 2006 and is ordered to pay the sum of \$1,000 to the New Zealand Law Society by way of a fine pursuant to s 156(1)(i) of the Act, such sum to be paid by no later than 11 June 2014.

### **Costs**

Pursuant to s 210(1) of the Lawyers and Conveyancers Act 2006 and the Costs Orders Guidelines issued by this Office, Ms JR is ordered to pay the sum of \$900 by way of

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<sup>14</sup> Administration Act 1969, s 47.

<sup>15</sup> I have placed the word "instructions" in speech marks because Ms KB was not able to instruct Ms JR to do anything – Ms JR was the executor and she alone had the authority to make the decision to distribute or otherwise.

costs to the New Zealand Law Society, such payment to be made by no later than 11 June 2014.

**DATED** this 14<sup>th</sup> day of May 2014

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O W J Vaughan  
**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 KB as the Applicant  
Ms JR as the Respondent  
The [North Island] Standards Committee  
The New Zealand Law Society