

CONCERNING

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

AND

CONCERNING

a determination of Auckland Standards Committee 4

BETWEEN

MR GU

Applicant

AND

MR TI

Respondent

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

DECISION

Background

[1] Mr GU' mother (Mrs GV) died on 1 June 2009. Mr GU and his sister were appointed executors of her will.

[2] On 9 or 10 June 2009 they instructed Mr TI to act on their behalf in the administration of the estate.

[3] Mr TI prepared the Application for Probate with supporting affidavit(s) and Probate was granted on 22 June 2009.

[4] The estate comprised a house in [Auckland] and an ASB account with a credit balance of approximately \$13,000.00.

[5] Mrs GV had separated from her husband in approximately 1976. Affidavits sworn by Mr GU and Mr GV differ as to the circumstances giving rise to Mr and Mrs GV resuming contact, but in any event, Mr GV commenced living in Mrs GV's house sometime between 1994 and 1995. He remained in occupation after her death.

[6] Mr TI attempted to register a transmission of the title to the property to the executors, but was prevented from doing so by a Notice of Claim pursuant to section 42 of the Property (Relationships) Act 1976 which had been lodged by Mr GV on 25 June 2009. He claimed an interest in the property on the grounds of a de facto relationship with Mrs GV.

[7] Other aspects of the administration of the estate proceeded normally, and the bank account was closed with the funds being paid into Mr TI's trust account.

[8] The major issue to address was Mr GV's claim. Mr GU and his sister rejected Mr GV's claim that he was in a de facto relationship with their mother and maintained that he was only ever a boarder in the property. Evidence obtained from WINZ showed that this was the basis on which Mrs GV had claimed her invalid's benefit and national superannuation. Mr GU also made contact with Mrs GV's doctor who confirmed that Mrs GV referred to Mr GV as "her boarder".

[9] On 10 August 2009 Mr TI wrote to Mr GV to invite him to reconsider his claim in the light of this information, and to request that he remove the Notice of Claim. He also gave notice to Mr GV that if this was not done, then an Application to the Court to remove the claim would be made and costs would be sought against Mr GV.

[10] A reply to this letter was received from Mr GV's solicitors on 14 August, seeking to settle the claim in an amicable manner. Mr GU and his sister did not agree and an Application for Discharge of the Notice of Claim and an Occupation Order were filed by Mr TI in the Family Court with supporting affidavits on 24 September 2009.

[11] A Registrar's review was scheduled for 9 November and the parties were requested to provide written submissions by no later than 4.00 pm on 8 November as to how the case should be progressed.

[12] A pro forma Notice of Defence was filed by Mr GV's solicitors on 2 November with advice that affidavits would be filed "shortly".

[13] On 10 November, Mr GV's solicitors provided submissions to the Court, in which they suggested that a further Registrar's review be scheduled for two weeks time to monitor the filing of affidavits in support of their client's claim, and also an affidavit of assets and liabilities in the estate to be filed by the executors.

[14] A further review was scheduled by the Court for 1 December 2009.

[15] A draft affidavit of assets and liabilities was prepared by Mr TI's office and emailed to Mr GU on Friday 27 November with a request that he arrange to have it sworn and delivered to their offices by the following Monday.

[16] On that day, i.e. 30 November 2009, Mr GV's solicitors filed and served the affidavits in support of their clients claim. This comprised an affidavit by Mr GV and three supporting affidavits.

[17] There was clearly insufficient time to review and respond to those affidavits by the following day. As a result a further review was scheduled for 14 December 2009.

[18] Mr TI filed submissions advising the Registrar that Mr GU disagreed with much of the content of the affidavits filed in support of the claim and advised that responses would be prepared and filed. He sought a further review in February 2010 as his office was not reopening after the Christmas break until 18 January 2010.

[19] In addition to the proceedings relating to the Notice of Claim, Mr TI was also contacted by a Mr TH from whom Mrs GV had bought the section on which the house in which she was living had been constructed. There had been litigation between Mrs GV and Mr TH relating to the settlement of the section purchase in 1993 but Mr TH alleged that he retained a claim against the estate.

[20] Mr GU became dissatisfied with progress in the New Year. In early February 2010 he took steps to instruct alternative solicitors and on 10 February confirmed instructions for Mr TI to be replaced.

The Complaint

[21] Mr GU complained that Mr TI had provided little assistance with the preparation of the initial affidavit in support of the Application. He compares this to the subsequent advice and information provided by his new solicitor.

[22] He also complains that little progress appeared to have been made on the reply affidavits which he had drafted and provided to Mr TI in late November/early December.

[23] He asserts that Mr TI did not take steps to provide affidavits from Mr GU's sister and Mrs GV's doctor, both of which he suggests would have supported the Application for removal of the Notice of Claim. He also asserts that it was necessary to redraft an affidavit provided by a friend of his mother's before it could be presented in support of the Application. Mr GU's general complaint is that Mr TI lacked the expertise to

undertake the Application, and should not have held himself out as having the ability to do so. He also complains that because Mr TI had apparently decided by early December it was necessary to instruct a barrister, this resulted in him seeking to cancel Court appearances and then taking no action on the file in the New Year.

[24] He states that he heard nothing from Mr TI or his assistant (Mrs M) after the firm reopened on 18 January, and lists telephone calls made on 27, 28 and 29 January, 1 and 3 February, none of which resulted in any communication with or from Mr TI. Mr TI has noted that one of these days was a weekend and is therefore not correct, but the general complaint is that he made a number of calls without making contact with Mr TI.

[25] Mr GU had been told by Mrs M in early December, that Mr TI was thinking that a new direction was necessary, but no steps had been taken in that regard.

[26] Concerned at the apparent inactivity, he took steps to instruct a new solicitor. On the day that he met with the new solicitor, Mrs M rang to ask him to attend their offices to discuss matters with Mr TI. By that stage he had determined to formally instruct the new solicitor.

[27] During the period when Mr TI had been acting for the estate, Mr GU says that he received no accounts from Mr TI. He was therefore somewhat shocked when a statement was provided with the files to his new solicitor showing that fees had been deducted to the extent that only a small balance remained of the money received following closure of the ASB account. He says that if he had known what fees were being charged, he would have taken steps earlier to instruct a new solicitor.

[28] He also states that he did not at any time receive the firm's terms of engagement or information as to fees to be charged by Mr TI.

The Standards Committee Decision

[29] In its decision, the Standards Committee noted the response from Mr TI to the complaints and considered all of the material provided by the parties. Having done so, it issued its determination on 7 December 2010.

[30] The Committee was not satisfied on the information before it that Mr TI had been negligent in neither the content of the affidavit nor the legal advice given. The Committee also considered that the work undertaken by Mr TI was consistent with the fees charged.

[31] However, it formed the view that Mr GU did not receive a letter of engagement at the appropriate time and in accordance with Rule 3.4 of the Conduct and Client Care Rules. It came to the view that the terms of engagement were issued after the bills were issued and that this constituted unsatisfactory conduct. It noted that this conduct was “at the lower end of the scale of offending”.

[32] The Committee also found that invoices had not been issued to the executors at the time the fees were deducted from monies held on trust. The inference I draw from this is that the invoices were not issued directly to Mr GU and his sister at all, and this is confirmed by Mr GU’ version of events. The Committee found that this constituted unsatisfactory conduct.

[33] The Committee also considered that Mr TI had not promptly dealt with matters and that there was a delay in responding to communications from Mr GU and other parties. The Committee considered that this conduct breached Rules 7 and 7.2 and constituted unsatisfactory conduct.

[34] These Rules provide as follows:-

7. A lawyer must promptly disclose to a client all information that the lawyer has or acquires that is relevant to the matter in respect of which the lawyer is engaged by the client.

7.2 A lawyer must promptly answer requests for information or other inquiries from the client.

[35] The Committee’s determination pursuant to section 152(2)(b) of the Lawyer and Conveyancers Act 2006 (the Act) was that there had been unsatisfactory conduct on the part of Mr TI in respect of the delay in issuing the terms of engagement, the deduction of fees before issuing an invoice, and the delays in responding to Mr GU.

[36] The Committee resolved pursuant to section 152(2)(c) of the Act to take no further action with regard to the allegations of negligence and over charging.

[37] It is important to note that although the Committee refers to “negligence” this is not a finding which the Committee can make pursuant to the Lawyers and Conveyancers Act. A Standards Committee may determine that there has been unsatisfactory conduct on the part of a lawyer which is defined in section 12(a) of the Act as being 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. The reference to negligence is therefore somewhat misleading.

[38] Having made a finding of unsatisfactory conduct in terms of section 12 of the Act, the Committee determined that no penalty was to be imposed. However, an order was made pursuant to section 156(1)(n) of the Act that Mr TI pays to the New Zealand Law Society an amount of \$500.00 in respect of costs and expenses.

Application for Review

[39] Mr GU has applied for a review of that determination. He takes issue with the Committee's description of Mr TI's conduct as being "at the lower end of the scale of offending" and corrects some factual inaccuracies in the Standards Committee determination. It is noted that the reference by the Committee to "the lower end of the scale" related only to the failure to provide the terms of engagement at the appropriate time, whereas Mr GU appears to consider that the Committee took this view of all of the incidents of unsatisfactory conduct.

[40] He also refers to events which took place after the files were requested by his new solicitors, and his attempts to obtain a copy of Mr TI's trust account ledger.

[41] The outcomes sought by Mr GU are:

- a) That Mr TI should not take on work that he does not have the ability to handle;
- b) that Mr TI and his staff refrain from the many lies that they tell;
- c) that monies which Mr TI has incorrectly taken should be refunded to the executors; and
- d) a "stiffer penalty all around".

Review

[42] A review hearing was attended by both parties in Auckland on 24 November 2011. Mr GU was accompanied by his father as support person and Mr TI was represented by his counsel Mr G. Mr TI's assistant Ms M was also in attendance.

Preliminary Matters

[43] Mr GU had sought a copy of Mr TI's trust account ledger both through his new solicitors, and directly. Although Mr TI sent an email to Mr GU's new solicitors supposedly attaching the ledger, this was not in fact the case and by the time the

matter came to be considered by me, the trust account ledger had still not been provided. I therefore sought a copy of that and this was duly provided by Mr TI on 22 November. This was forwarded to Mr GU.

[44] I have reviewed this ledger and find nothing untoward therein save that the first account dated 2 October 2009 for \$4,510.34 was deducted from the trust account ledger in two sums, \$2,801.25 being deducted on 2 October with the balance of \$1,709.09 being deducted on 13 November.

[45] Mr GU confirmed at the hearing that he had no complaints with regard to the general administration of the estate.

The Advice Provided

[46] Mr GU complained that Mr TI did not assist with the preparation of his initial or subsequent affidavits. He implies that he was left to provide all of the material for these with no direction or guidance from Mr TI.

[47] In his letter of complaint he compares that to the advice and assistance provided by his current solicitor who he says, has commented somewhat adversely on Mr TI's performance.

[48] Mr G submitted that it was not appropriate that any weight should attach to the reported comments of Mr GU' current solicitor, and prior to that submission, I had already indicated that I did not intend to do so.

[49] Mr TI is a solicitor with some 35 years experience. Approximately 40% of his practice comprises what is referred to as "family" work, although that does not include much work of the nature being dealt with for Mr GU.

[50] Mr TI advises however that he has prepared affidavits for many years during his career, and the suggestion that he was negligent in providing advice with regard to the preparation of affidavits have never previously been levelled at him. He accordingly rejects the allegation.

[51] Mr GU considered that the affidavits from himself and Mrs GV's friend were deficient, and that an affidavit should have been sought from her doctor. To the extent that Mr TI indicated that he would be making contact with the doctor but did not do so his behaviour is misleading, and if Mr TI did not intend to make contact with the doctor at this stage, he should have advised Mr GU's accordingly.

[52] It does seem that Mr TI did not communicate well with Mr GU or discuss the content of the affidavits with him. A lawyer has no right to disregard a client's instructions (*R v McLoughlin* [1985] 1NZLR 106) or assume that a client is happy to defer to the lawyer's judgement.

[53] In the present case, the fact that Mr GU has complained, indicates that there was no discussion with him or agreement on the content of the affidavits, or how the doctor's potential evidence was to be dealt with. It would not seem therefore, that there was sufficient communication such as would result in "instructions" from Mr GU.

[54] Seen in this light, this aspect of the complaint can be seen as a further breach of Rules 7 and 7.2, rather than being considered to be unsatisfactory conduct as defined in section 12(a) of the Lawyers and Conveyancers Act 2006, which refers to a lack of competence or diligence.

[55] Indeed, the failure to communicate the apparent decision to suggest a barrister be instructed falls into the same category. Mr GU considers that Mr TI should not have undertaken the brief because he lacked the appropriate legal of expertise to do so. However, the Standards Committee did not find fault with the content of the proceedings or the advice provided.

[56] The Standards Committee includes lawyers experienced in this type of litigation, and I defer to their knowledge and comments in this regard. The Committee's view was that the proceedings as filed were adequate for the stage to which the matter had reached. The Standards Committee did not make a specific finding with regard to Mr GU' allegation that Mr TI cancelled Court appearances. However, I accept as valid, the reasons provided by Mr TI as to why the dates for the Registrar's review needed to be extended.

[57] Mr TI is in fact to be commended for recognising that matters were getting beyond his level of expertise and that he required assistance, rather than continuing on in circumstances where he was out of his depth.

[58] It was reasonable to contemplate that the steps taken by Mr TI might have been enough to convince Mr GV that he should concede his position and negotiate with the executors or withdraw his claim and vacate the building. Mr GU' contention that Mr TI should not have commenced acting in this matter is not therefore accepted.

[59] As it turned out, Mr GV did not resile from his claim, and Mr TI realised once the reply affidavits were received, that expertise greater than he could provide were necessary.

[60] Where he fell down was in communicating that decision to Mr GU and explaining his reasons. Instead, Mr GU was left with the perception that matters were not being progressed or properly addressed. This is reflected in the findings of the Standards Committee that Rules 7 and 7.2 of the Conduct and Client Care Rules had been breached and I concur with those findings.

[61] In addition to Rules 7 and 7.2, the failure to communicate with Mr GU also constitutes a breach of Rule 7.1. This Rule provides that:

a lawyer must take reasonable steps to ensure that a client understands the nature of the retainer and must keep the client informed about progress on the retainer. A lawyer must also consult the clientabout the steps to be taken to implement the client's instructions.

[62] It must be noted that throughout this matter, it does not appear that Mr TI communicated at all with Mr GU' sister. She was a co-executor of the Will and should have been included in all communications and discussions relating to the estate. It should not have been left to Mr GU to keep his sister advised. This failure also constitutes a breach of Rules 7, 7.1 and 7.2.

The Letter of Engagement

[63] The Standards Committee determined that on the information provided, Mr GU did not receive a letter of engagement at the appropriate time.

[64] Mr GU is adamant that he did not receive a letter of engagement at all. Mr TI says that his time records indicate that a letter of engagement was prepared on 24 July and that it would have been forwarded to Mr GU on that day. He cannot however provide any evidence that this occurred, and all that he has on his file is an undated copy of the letter of engagement. This letter purportedly sent to Mr GU asks Mr GU to sign and return the letter of engagement. That clearly did not happen and Mr GU is adamant that he did not receive the letter.

[65] Mr TI also relies on the fact that the general information for the firm's clients was displayed in the firm's reception area. It is doubtful that is enough to comply with the requirement to "provide" the information as set out in rules 3.4 and 3.5, and in any

event, this does not include the specific information required to be provided to each client in respect of the matter in which the firm is instructed.

[66] The standard of proof to be applied in disciplinary hearings, is the civil standard of a “balance of probabilities” applied flexibly to the seriousness of the matter (refer *Z v Dental Complaints Assessment Committee* [2008] NZSC 55. Applying this standard of proof, I come to the view that the letter of engagement was not sent at all. In that regard I differ from the Standards Committee finding that the letter of engagement was not provided at the appropriate time, which is “in advance” (Rule 3.4) and “prior to undertaking significant work” (Rule 3.5). Regardless of this finding, there has nevertheless been a breach of Rules 3.4 and 3.5, which was the finding of the Standards Committee.

Deduction of Fees

[67] On delivery of his files to the new solicitor instructed by Mr GU on behalf of the estate, Mr TI provided a statement of account. He also provided five invoices dated 22 July 2009, 2 October 2009, 17 November 2009, 16 February 2010 and 25 February 2010.

[68] Again he can provide no evidence that the bills were sent to Mr GU. He says that they would have been sent without any covering letter, but Mr GU asserts that he did not receive them. Regulation 9.1 of the Lawyers and Conveyancers Act (Trust Account) Regulations 2008 provides that “*no trust account may be debited with any fees of a practice... unless: -*

- a) *A dated invoice has been issued in respect of those fees, and a copy of the invoice is available for inspection by the inspectorate; or*
- b) *An authority in writing in that behalf, signed and dated by the client, specifying the sum to be so applied and the particular purpose to which it is to be applied has been obtained and is available for inspection by the inspectorate.*

[69] I have found that Mr TI did not provide the information required by Rule 3.4(a) of the Conduct and Client Care Rules specifying that fees would be deducted from funds held. In addition, he did not hold a written authority from the executors to deduct his fees. This means Mr TI has not complied with the Rules or the Trust Account Regulations. There was therefore no authority for fees to be deducted from the funds held in trust whether or not the fee invoices had been issued.

[70] By deducting his fees without authority Mr TI has breached section 110(1)(b) of the Lawyers and Conveyancers Act which requires that “a practitioner who receives money for or on behalf of any person, must hold the money exclusively for that person, to be paid to that person or as that person directs.”

Fees - quantum

[71] The Standards Committee considered that the fees charged by Mr TI were fair and reasonable. The Committee had his timesheets, although Mr TI advised that these had been compiled by him and his staff at the time of billing, rather than being a continuing electronic record.

[72] Mr GU has drawn attention to what could be a somewhat arbitrary inclusion of “various phone calls in an out” recorded in the timesheets, and questions the validity of this entry. Rule 9 of the Conduct and Client Care Rules provides that:

A lawyer must not charge a client more than a fee that is fair and reasonable for the services provided, having regard to the interests of both client and lawyer and having regard also to the factors set out in Rule 9.1.

[73] A complaint about fees is therefore considered within the context of whether the lawyer has breached this Rule. A complaint about fees does not therefore result in a cost revision, and neither the Standards Committee nor the LCRO will conduct a detailed scrutiny of the bills with a view to effecting minor adjustments.

[74] In some cases, the Standards Committee will request that the lawyer’s files and bills be the subject of an investigation and report by a costs assessor. The Standards Committee did not do that in this case. However, as noted above, the Committee comprises lawyers and lay persons, who each consider the bill from their respective perspectives. The Standards Committee formed the view that the bills charged were fair and reasonable and I do not consider that there is any reason for me to form a different view.

Summary

[75] In summary therefore, Mr TI has breached Rules 3.4 and 3.5 (provision of information), Rules 7, 7.1 and 7.2 (disclosure and communication), and Regulation 9.1 of the Trust Account Regulations. In addition, the deduction of fees without authority constitutes a breach of section 110(1) of the Lawyers and Conveyancers Act. Apart

from the difference in the finding with regard to the letter of engagement, these are the same findings as were reached by the Standards Committee.

Orders and penalty

[76] The Standards Committee took into account all of the relevant circumstances and determined that no penalty was to be imposed. In its determination however the Committee did not include any discussion of why it came to this view, or a consideration of the various factors to be taken into account when determining whether conduct should attract a penalty or not.

[77] Mr GU seeks a refund of the fees deducted and a greater penalty all round.

[78] The Standards Committee determined that the fees charged by Mr TI were fair and reasonable. It follows therefore that such fees are properly payable by the executors and Mr TI does not become disentitled to remuneration for work carried out by him by reason that he did not comply with the Rules, the Trust Account Regulations or the Act. It is not therefore appropriate that Mr TI be ordered to refund the fees as sought by Mr GU.

[79] One of the purposes of the Lawyers and Conveyancers Act is to protect the consumers of legal services (section 3(1)(b)). Any unauthorised dealing with client funds must have some disciplinary response if the purpose of the Act is to be upheld. In this regard I differ from the Standards Committee in its decision not to impose any penalty. The requirements of the Conduct and Client Care Rules, the Trust Account Regulations, and the Act must be complied with, and these breaches should not be considered to be inconsequential.

[80] The function of a penalty in a professional context was recognised in *Wislang v Medical Council of New Zealand* [2002] NZAR 573 as being to punish a practitioner, to act as a deterrent to other practitioners, and to reflect the public's and the Profession's condemnation or disapproval of a practitioner's conduct. It is important to mark out the conduct as unacceptable and to deter other practitioners from failing to pay due regard to their professional obligations.

[81] The most appropriate way to fulfil the functions of a penalty in these circumstances is by the imposition of a fine. Section 156 (1)(i) of the Lawyers and Conveyancers Act provides for a fine of up to \$15,000.00 when unsatisfactory conduct is found. For a fine of that magnitude to be imposed it is clear that some serious wrongdoing must have occurred. In allowing for a possible fine up to that amount, the

Legislature has indicated that breaches of professional standards are to be taken seriously and instances of unsatisfactory conduct should not pass unmarked.

[82] In an earlier LCRO decision *Workington v Sheffield* [2009] LCRO 55/2009,, the LCRO noted at paragraph 68 that a fine of \$1,000.00 is a proper starting place where unsatisfactory conduct has been found as a result of a breach of applicable Rules (whether the Conduct and Client Care Rules, the Regulations or the Act.) I am mindful of the fact that the Standards Committee determined to impose no penalty, and this is the approach adopted by this Office in earlier decisions relating to deduction of fees without authority – see for example *A v Z* LCRO 40/2009. However in this instance, there are findings of unsatisfactory conduct in respect of other conduct resulting from breaches of the Rules which taken collectively must attract some consequence. In the circumstances, I intend to impose a fine as set out in the Orders below.

Censure / Reprimand

[83] Section 156(1)(d) (of the Lawyers and Conveyancers Act) provides that a Standards Committee may make an order censuring or reprimanding the person to whom a complaint relates.

[84] In a recent High Court decision (*B v Auckland Standards Committee 1 of the New Zealand Law Society & Others* CIV-2010-404-8451) 9 September 2011) the Court noted at paragraph 36 that “it is clear that a censure will convey a greater degree of condemnation than a reprimand. The terms are not synonymous. The power to reprimand was not available to the District Disciplinary Tribunal under the Law Practitioners Act and plainly is intended to give Committee’s greater flexibility in dealing with relatively minor matters.

[85] The Court continued at paragraph 37 as follows:

The distinction between a censure and reprimand is well recognised. The definitions in Black’s Law Dictionary confirm this¹:

Censure, *vb.* To reprimand to criticize harshly.

Reprimand, *n.* In professional responsibility, a form of disciplinary action - imposed after trial or formal charges - that declares the lawyer’s conduct improper but does not limit his or her right to practice law; a mild form of lawyer discipline that does not restrict the lawyer’s ability to practice law. - **reprimand**, *vb.*

¹ Bryan A. Garner (ed) *Black’s Law Dictionary* (9th ed, Thomson Reuters, St Paul, 2009) at 253 1417.

See also New Zealand Oxford Dictionary²:

censure, *vb & n.* Criticise harshly, reprove

Reprimand, *n & vb.* [often foll. by for] an official or sharp rebuke (for a fault, etc.)

To censure a practitioner is to harshly criticise his or her conduct. It is the means by which the Committee can most strongly express its condemnation of what a practitioner has done, backed up, if it sees fit, with a fine and remedial orders.

[86] I am aware that this decision is under appeal, but the fact that section 156(1)(i) of the Act contains the two different word does indicate that it was not intended that these words should be considered to be synonymous. I have applied the comments of the Court in that decision to the order that Mr TI be reprimanded below.

Decision

[87] Pursuant to section 211(1)(a) of the Lawyers and Conveyancers Act 2006, the decision of the Standards Committee is confirmed but modified to the extent referred to in [61] and [66] above and in the orders which follow.

Orders

[88] Mr TI is reprimanded in respect of all breaches.

[89] In respect of the breaches of Rules 3.4, 3.5, 7.7.1 and 7.2 of the Conduct and Client Care Rules, section 110 of the Lawyers and Conveyancers Act, and Regulation 9(1) of the Trust Account Regulations, Mr TI is fined the sum of \$1,000.00, such sum to be paid to the New Zealand Law Society within 31 days of the date of this decision.

Costs

[90] Following the LCRO cost orders guidelines, given that orders have been made varying the penalties imposed by the Standards Committee, the application for review is considered to be “successful” or “upheld”. In the circumstances, it is appropriate that an Order for Costs be made against Mr TI. Mr TI is therefore ordered to pay the sum of \$600.00 to the New Zealand Law Society, such sum to be paid within 31 days of the date of this decision.

² *The New Zealand Oxford Dictionary* (online ed.)

<http://www.oxfordreference.com/pages/Subjects_and_titles_t186>.

DATED this 19th day of December 2011

Owen 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:

Mr GU as the Applicant
Mr TI as the Respondent
Mr G as Counsel for the Respondent
The Auckland Standards Committee
The New Zealand Law Society