

LCRO 292/2012

CONCERNING

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

AND

CONCERNING

a determination of the [North Island] Standards Committee

BETWEEN

HP

Applicant

AND

ST

Respondent

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

Introduction

[1] Mr HP seeks a review of the determination by [North Island] Standards Committee to take no further action in respect of complaints by him and his wife about Ms ST's conduct in the course of acting for them in the purchase of a section.

Background

[2] Mr and Mrs HP instructed Company A to act for them in relation to the purchase of a section. Ms ST is the principal of Company A.

[3] Mr and Mrs HP were sent a letter of engagement which set out the services to be provided by Company A. These were:

- Searching the title.
- Attending to rights of requisition and encumbrances on the title.
- Preparing the transfer document and notices of sale (when the agreement is unconditional).
- Preparing mortgage documents.
- Checking the settlement statement.

- Registering the change of ownership at Land Information New Zealand.

[4] The letter of engagement specifically noted that the firm did not give opinions on a LIM report.

[5] With regard to fees the letter of engagement provided:

Our standard fee for a straightforward residential purchase is \$880 plus GST and Land Information New Zealand (LINZ) costs. The cost of building valuation or LIM reports are not included.

Attendances with issues outside the scope of a standard transaction will be charged on a time basis at the rate of \$250 plus GST per hour.

Our fees are payable on or before settlement date in cleared funds to the Company A Trust Account.

[6] Included with the letter of engagement was the firm's standard terms of engagement. Paragraph 2.5 (which related to fees) reads:

Payment: Invoices are payable within seven days of the date of the invoice, unless alternative arrangements have been made with us.

[7] These standard terms were also on the firm's website.

[8] Mr HP signed where provided at the end of the standard terms of engagement and returned them to Company A.

[9] Mr and Mrs HP's transaction was handled primarily by Mr SN who was described by Ms ST as "the Practice Manager".¹

[10] Mr and Mrs HP were dissatisfied with the service they were receiving from Mr SN and requested Ms ST to take over the file personally. They advise that although she indicated that she would do so, Mr SN continued to handle their file.

[11] On the day prior to settlement, Mr and Mrs HP paid Company A the balance due to complete the purchase but did not pay the firm's fees which had been included in the invoice.

[12] Ms ST telephoned Mr HP about the short payment of the invoice. Mr HP alleges that Ms ST advised she would not complete settlement or register the transfer until the

¹ In an email dated 26 November 2012 to this Office Ms ST states she has never referred to Mr SN as a Legal Executive. However, in a letter dated 31 July 2012 to NZLS Ms ST says: "Mr HP found our firm's website and thereafter contacted our Practice Manager (and experienced Legal Executive) Mr SN.

account was paid. It would seem that Mr HP agreed to pay the bill, but payment was still delayed for a few days. When payment was finally made, Mr and Mrs HP reduced the amount invoiced by \$554, advising that the amount they had paid was what they considered to be an appropriate fee.

[13] Settlement proceeded on the due date but at the time of the complaint (5 June 2012) Company A had not attended to registration of the transfer of the title. In an email dated 1 June 2012 to Mr HP Ms ST said:

Please note the transaction is not registered in your name at this time. As your lawyer I must advise you that this is not an ideal situation. I have spoken to the vendor's lawyer and discussed with him why the transaction has not been finalised.

I suggest you pay your bill in full and enable the matter to be registered in your name.

[14] A file note made by the Lawyers Complaints Service of a telephone conversation with Ms ST on 11 September 2012 records: "Ms ST advised that title registration took place within days of settlement of the property. Denied that she had ever threatened not to register title".

Mr and Mrs HP's complaints

[15] Mr and Mrs HP summarised the complaints in the following way:

...our complaint is about the conduct, our treatment and complaint handling not being as expressly advertised. It also relates to incurring extra fees without knowledge and not as advertised or as per the terms of engagement.

[16] The outcome they sought was to reach "agreement on a fair fee that is reflective of the unsatisfactory service and charges" together with "an acknowledgement of, and an apology for, the poor service we received". In general, Mr and Mrs HP are dissatisfied with the service they received from Company A.

[17] The detail of Mr and Mrs HP's complaints is:

1. The agreement was conditional upon a satisfactory Geotech report and LIM. Further time was needed to obtain and check the Geotech report and the vendor agreed to an extension of the date for satisfaction of that condition provided settlement was brought forward by five days. Although Mr and Mrs HP indicated they were happy to consider bringing the settlement date forward, they did not confirm that instruction.

Mr SN however communicated to the vendor's solicitor that they were agreeable to bringing the date forward.

Mr SN denied to Mr and Mrs HP that he had confirmed the alteration to the settlement date.² However, in an earlier email to the vendor's solicitor³ Mr SN had stated: "Our client will be agreeable to the settlement date time frame being reduced by five working days should the Geotech report be satisfactory".

In addition to this, Mrs HP sent the LIM report to Mr SN and requested he review it and comment. No comments were provided and instead, Mr SN merely asked them to confirm if they were satisfied with the report.⁴

2. Mr and Mrs HP were dissatisfied with the service being provided by Mr SN and requested Ms ST take over the file. In an email dated 7 May 2012 Ms ST advised: "I will personally take over the file. I will go through everything and discuss with Mr SN and get back to you".

However, it seemed to Mr and Mrs HP that Ms ST did not take over the file as it continued to be dealt with by Mr SN. They advised Ms ST did not report back to them with her conclusions about Mr SN's performance and that:

She carried on instructing and allowing Mr SN to contact us, but worst of all was turning up to sign the documents, only to be left dealing face to face with Mr SN. Ms ST wasn't there and we had not been advised beforehand. We felt very uncomfortable and clearly Ms ST and the Company A didn't take our complaint seriously.

3. The information relating to payment of Company A fees was confusing. The letter of engagement required fees to be paid "on or before settlement date". The standard terms of engagement provided in hard copy and on the firm's website, as well as the invoice, all referred to payment of fees within seven days. Ms ST insisted on payment of fees prior to settlement.
4. Settlement was scheduled for 25 May 2012. Mr and Mrs HP paid only the amount due to the vendor to Company A, leaving fees unpaid. Mr and Mrs HP say Ms ST emailed them with respect to the short payment, advising this needed to be rectified so Company A could effect settlement. She also

² Email SN to HP (4 May 2012) 2.35 pm.

³ Email SN to KV (4 May 2012) 10.55 am.

⁴ A LIM is of limited relevance to the purchase of a vacant section (the appropriate report is a Project Information Memorandum).

referred to the fact that an amended invoice was to issue to include additional work undertaken to investigate an easement on the property.

After further voice messages and emails between the parties, Ms ST sent an email which read “Nothing in red. I have settled your matter. Please pay fees straightaway. I am away now ... (until Thursday overseas so contact Mr SN in my absence).”

Mr and Mrs HP were uncertain whether this meant the purchase had been settled or whether only the query with regard to the additional fees had been resolved. The transaction was in fact settled on the due date.

In an email on the following Friday, 1 June 2012, Ms ST advised:

Please note the transaction is not registered in your name at this time. As your lawyer I must advise you that this is not an ideal situation. I have spoken to the vendor’s lawyer and discussed with him why the transaction has not been finalised.

I suggest you pay your bill in full and allow the matter to be registered in your name.

The Standards Committee determination

[18] In considering this matter the Standards Committee posed five questions. These are set out below together with the Committee’s determination in respect of each.

Did Ms ST breach professional standards by threatening not to complete settlement of the purchase unless her fees were paid in full?

The Committee determined this issue in the following way:

The Committee ... noted that while there may have been a degree of confusion regarding the date for payment, settlement had taken place on the nominated date of 25 May 2012 and there was no loss to the HPs. The Committee found no evidence to substantiate a finding of unsatisfactory conduct ...⁵

Did Ms ST refuse to register the HP’s title to the section until payment was made in full, and if so, did this amount to a breach of professional standards?

The Committee determined this issue in the following way:

The Committee had regard to Ms ST’s advice that the change of ownership had occurred in the normal way and noted that under the current LINZ “E-dealing” property transaction regime, transfer of title is an automatic consequence of settlement of a property sale and purchase transaction. Given that settlement had occurred on 25 May 2012 it was not in fact possible for Ms ST to refuse to “register” the HP’s title to the

⁵ Standards Committee determination dated 2 October 2012 at [18].

section. Further, Mr HP's advice that he was receiving rates notices indicates that Ms ST provided City Council with the requisite notice of sale.

Did Ms ST properly advise the HP that the fixed price conveyancing fee would be exceeded?

The Committee noted that Regulation 29 of the Complaints Service and Standards Committees Regulations⁶ provides that in the absence of special circumstances a Committee must not deal with a complaint relating to a bill of costs for less than \$2,000. The Committee therefore declined jurisdiction to consider this issue.

Did the service provided by Ms ST breach professional Standards?

The Committee determined this matter in the following way:

The Committee noted it is a common practice amongst lawyers to delegate aspects of a conveyancing transaction to a legal executive. The Committee found no evidence of inappropriate supervision of Mr SN and noted that as soon as Mr SN became aware of the misunderstanding regarding the revised settlement date he immediately took steps to rectify the error at no extra cost to the HPs.

While the HPs may have been surprised to meet with Mr SN on 24 May 2012 the Committee noted Ms ST's advice that she was available in the North Island office that day.

Were the costs charged by Ms ST fair and reasonable?

The Committee again noted the provisions of reg 29 of the Complaints Service and Standards Committees Regulations and declined to consider this issue.

[19] The Committee resolved to take no further action in respect of any of the issues raised in the complaint.

The application for review

[20] Mr and Mrs HP raise two issues in their application for review:

1. The refusal to register the transfer. They note:⁷

The Committee did not consider whether ST's actions in refusing or rather using the pretence of refusing to register the transaction was of an acceptable standard expected of a lawyer.

⁶ Lawyers and Conveyancers Act (Lawyers: Complaints Service and Standards Committees) Regulations 2008.

⁷ Application for review dated 29 October 2012.

They refer to the comment by the Committee that the change of ownership had occurred in the normal way and that it was in fact not possible for Ms ST to refuse to register the title. Their complaint is that Ms ST:

... attempted to scare us into paying our bill and cause us undue concern and time wasted in researching the impact of ST's refusal to register the title. The Standards Committee noted that it was in fact not possible for Ms ST to refuse to register the title. Ms ST and Company A portray themselves as experts in conveyancing. With this experience ST would have known full-well that the title had been registered. Yet ST lied to us about this.

2. Ms ST did not advise them that they would incur additional costs. They point out their complaint is:

... not about the amount of the extra charge but that ST failed to properly advise [them] that the fixed price conveyancing fee would be exceeded. Had ST done so [they] would not have instructed her to proceed with [their] query.

[21] Although Mr and Mrs HP refer to these two issues in support of their application for review, I have considered all of the material provided in the course of this complaint.

Review

[22] This review has been completed on the material provided with the consent of both parties.

[23] Ms ST's response to the complaint is instructive with regard to her view of Mr and Mrs HP. She says:

It unfortunately follows that when one offers bargain basement prices for legal services we attract bargain hunters who are notoriously difficult and who try and get the better of everyone concerned. This is what occurred in this case. A "storm in a teacup" with HP now trying to avoid paying his bill by unfairly claiming after settlement that he was unhappy with our services.

[24] Mr and Mrs HP did not "complain after settlement" they were unhappy with the services provided by Company A. They expressed their dissatisfaction with the service provided by Mr SN at the time when they had potentially become committed to an earlier settlement date. In an email dated 7 May 2012 to Mr SN Mr HP expressed his unhappiness with the way in which the issue had been handled. On the same day he emailed Ms ST to advise that he was disappointed and "not overly impressed" with Mr SN's performance. He requested she assume control of the file. It is not therefore correct for Ms ST to portray Mr and Mrs HP's complaints as being "after settlement".

Completion of the retainer

[25] Ms ST refers to Mr and Mrs HP's complaints as a "storm in a teacup". However, the events which occurred raise an important issue as to whether or not a lawyer can decline to complete a retainer if fees are not paid, particularly in the conveyancing context.

[26] Mr and Mrs HP have identified the differences in the terms of payment as expressed in the letter of engagement and Company A's standard terms of engagement and the invoice. Ms ST referred to the requirement for fees to be paid prior to or by the settlement date as expressed in the letter of engagement. If that were the extent of the issue then I would expect a reasonable client to acknowledge the differences but accept payment was due as expressed in the letter of engagement, for the reason if no other, that the amount due included disbursements that Company A would be obliged to expend to complete registration.

[27] However, the issue is whether Ms ST was able to either decline to complete settlement or to register the transfer if the fees were not paid.

[28] An email from Ms ST sent to Mr HP on the day of settlement reads:

Our settlement statement has been short paid. Please rectify so we can settle. All payments need to be made on settlement. Extra fees will also incur for the extra work we did on this file and I will cost this and bill you.

[29] I acknowledge that settlement proceeded as required, but there is no doubt that Ms ST's email indicates an intention not to settle unless the fees were paid.

[30] In her email dated 1 June 2012 to Mr HP, Ms ST says:

Please note the transaction is not registered in your name at this time ... I suggest you pay your bill in full and enable the matter to be registered in your name.

[31] In its determination the Standards Committee noted that:

Transfer of title is an automatic consequence of settlement of a property sale and purchase transaction. Given that settlement had occurred on 25 May 2012 it was not in fact possible for Ms ST to refuse to "register" the HP's title to the section.

[32] Mr and Mrs HP therefore logically assumed that Ms ST lied to them in her email of 1 June when she said that the transfer had not been registered.

[33] The Standards Committee is not correct when it states that “transfer of title is an automatic consequence of settlement”. An e-dealing is prepared, signed and certified, and pre-validated, prior to settlement by the lawyers acting for each party. Following receipt of the settlement funds, the vendor’s solicitor releases the dealing into the control of the purchaser’s solicitor. The purchaser’s solicitor must then submit the dealing for registration. It was this last step that Ms ST indicated she would not do until her fees were paid.

[34] In her letter to this Office dated 26 September 2014 Ms ST advised:

We however decided to proceed to register the transaction prior to our bill being paid even though there are no specific time limits for registration laid down by the Land Transfer Act. We decided that it was best practice to get it done nonetheless. Registration took place in July 2012. We do not like to have that as “lurking” either in our Office or on our LINZ workspace.

[35] Registration of the transfer to Mr and Mrs HP was therefore not completed until July 2012, some two months after settlement. That is an unacceptable delay during which time the HP’s interest in the property was unprotected.

[36] I note with some concern that Ms ST may have misled the Standards Committee. I refer to the file note dated 11 September 2012 made by the Lawyers Complaints Service which records Ms ST advising that “title registration took place within days of settlement.” It is a simple matter for the Complaints Service to confirm when registration was effected and it will then be able to determine whether it should take any further action in respect of the telephone conversation recorded in the file note.

[37] I have also noted that the registration included a mortgage. I have assumed that the lender had required a mortgage over the section as security for its lending, and it is a reasonable assumption that Ms ST would have given an undertaking to the lender to register the mortgage promptly. By not registering the transfer until some two months after settlement, Ms ST would clearly have been in breach of an undertaking to the lender. This is not part of the complaint and consequently there is no finding against Ms ST in that regard. However, that adds to the consequences of Ms ST’s failure to register the transfer properly.

[38] The Committee also seemingly placed some weight on the fact that Mr and Mrs HP were receiving rates demands and took this as evidence that Ms ST had fulfilled her obligations. The notice of change of ownership of a property to be given to the local authority is prepared and forwarded to the vendor’s solicitor by the purchaser’s solicitor as part of the pre-settlement activities. It is the vendor’s solicitor who is then responsible

for forwarding the notice of change of ownership to the Council. The fact that Mr and Mrs HP were receiving rates demands therefore shows only that the vendor's solicitor had fulfilled his obligations following settlement. It is not an indication that Ms ST took any steps on behalf of Mr and Mrs HP to secure title to the property.

[39] The question that arises is whether it is a breach of professional standards for Ms ST to either decline to complete settlement, or to register the transfer to her clients if they failed to pay her fees. In this regard the issue as to whether or not payment was made in accordance with the letter of engagement, or the standard terms of engagement, has no relevance. Mr and Mrs HP did not pay the full amount of the fees even within the seven day period.

[40] Rule 4.2 of the Conduct and Client Care Rules⁸ provides:

A lawyer who has been retained by a client must complete the regulated services required by the client under the retainer unless –

...

- (c) the lawyer terminates the retainer for good cause and after giving reasonable notice to the client specifying the grounds for termination.

[41] Rule 4.2.1(b) provides that:

Good cause includes –

...

- (b) the inability or failure of the client to pay a fee on the agreed basis or, in the absence of an agreed basis, a reasonable fee at the appropriate time;

[42] The “good cause” exception to the duty to complete a retainer is reflected in the following comments by Professor Webb in his text *Ethics, Professional Responsibility and the Lawyer*. He says:⁹

When a lawyer seeks to terminate the lawyer-client relationship a good reason for doing so must exist. Moreover, if the retainer's termination would cause considerable prejudice to the client, termination is not permitted. That the lawyer has undertaken too much work is not a justification for terminating the retainer once accepted, although it would have been a ground for declining it in the first place. Similarly, the fact a client is difficult to communicate with, obtuse, or even obnoxious is regarded as a normal incident of professional practice and not grounds for ceasing to act.

⁸ Lawyers and Conveyancers Act (Lawyers: Conduct and Client Care) Rules 2008.

⁹ Duncan Webb *Ethics, Professional Responsibility and the Lawyer* (2nd ed, Lexis Nexis, Wellington, 2006) at [5.8.2.].

[43] It is a serious step for a lawyer to take to fail to complete settlement on behalf of a client because fees have not been paid. It means the client is placed in the position where they are in default of contractual obligations and become exposed to the consequences of failing to settle. This will include liability for interest for late settlement and ultimately could expose the client to cancellation of the contract. These are significant consequences. I acknowledge Ms ST did complete settlement on the due date but she nevertheless led Mr and Mrs HP to believe she would not do so unless her fees were paid.

[44] Failure to complete registration could have significant consequences. It means the property remains in control of the vendor who has received the purchaser's funds. The vendor retains ownership of the property. If securities are registered against the property, these remain undischarged.

[45] These are significant consequences that Mr and Mrs HP were exposed to for non-payment of the sum of \$554. I consider this reflects a failure by Ms ST to "protect and promote the interests of the client to the exclusion of the interests of third parties".¹⁰ Ms ST has put her own interests first.

[46] Ms ST was not without remedy in that she could seek to recover her outstanding fees by other means. Her failure to effect registration was out of all proportion to the fee outstanding. Her conduct constitutes unsatisfactory conduct by reason of breaches of rules 6 and 4.2.

Comment

[47] Conveyancing practitioners will potentially be concerned at this outcome. It is standard practice for conveyancing lawyers to include fees in their statements to the client showing the balance of funds required to settle. It ensures ready cash flow and minimal bad debts. Lawyers will also be required to pay disbursements to effect registration which, if not paid in advance by the client, is an added cost for the lawyer.

[48] On the other hand, clients will not recognise the significant consequences they are exposed to if a lawyer either does not settle or complete registration if fees are not paid. At the very least, if a lawyer intends to decline to continue or complete the retainer in this manner, the consequences of non-payment must be clearly spelled out to the client. Even then, the consequences for the client may so outweigh the sum involved that it is

¹⁰ Above n 8, r 6.

out of all proportion. It is difficult to see how in any circumstances the lawyer is not putting their own interests ahead of the client in failing to settle or completing registration.

The additional fees

[49] Mr HP asked Ms ST to comment on a query from the builder as to whether or not retaining walls could be constructed on an easement area. The letter of engagement advised that the fee for a “straightforward residential purchase” would be \$880 plus GST and disbursements. It recorded that anything outside the scope of a “straightforward residential purchase” would be charged at \$250 plus GST per hour.

[50] The standard terms of engagement also stated:

If the engagement letter specifies a fixed fee, we will charge this for the agreed scope of our services. Work which falls outside that scope will be charged on an hourly rate basis. We will advise you as soon as reasonably practicable if it becomes necessary for us to provide services outside the agreed scope and, if requested, give you an estimate of the likely amount of the further costs.

This reflects rule 9.4 which provides that a client must be informed “promptly if it becomes apparent that the fee estimate is likely to be exceeded”. Mr HP therefore had a legitimate expectation that if the question he was asking was going to incur additional fees, he would be advised.

[51] On the face of it, the question was a simple one for a firm which advertised expertise in property matters. A general and simple response to the question would have been that no structure can be constructed on an easement area but if Mr HP required Ms ST to investigate in detail, then extra costs would be incurred. Mr HP was not provided with this information or the option of declining to incur the additional costs.

[52] The additional costs were not included in the first invoice for payment. It was not in fact until the issues arose concerning non-payment of fees that Ms ST advised Mr HP that extra costs had been incurred. This was some nine days after she had responded to his queries.

[53] The amended invoice was received by Mr HP at 4.56 pm on the day of settlement after the issues had arisen between Mr HP and Ms ST as to non-payment of the fees. Mr HP would have been forgiven for assuming that the imposition of the extra charge was a consequence of his failure to pay the fees.

[54] Ms ST has breached rule 9.4 and this also constitutes unsatisfactory conduct.

General

[55] Ms ST has labelled Mr and Mrs HP as “bargain hunters” attracted to the firm’s “bargain basement prices” trying to “get the better of everyone concerned”. This is a somewhat jaundiced view of the market to which Company A is pitching its services.

[56] A person who was attracted to the firm because of its fixed low cost fee regime is entitled to expect that the lawyer will meet his or her professional obligations. They should not be required to expect a lesser standard of service. That is something that all firms who offer the “low cost” conveyancing service must take into account.

[57] The matters referred to by Mr HP indicate to me that the service being provided to Mr and Mrs HP was sub-standard. I have concerns there seems to have been no mention of the fact that a LIM had little if any relevance to the purchase of a vacant section and there were references to a code compliance certificate and pre-inspection reports, both of which relate to the purchase of a residential dwelling. Mr and Mrs HP were justified in forming the view that the standard of service which they were receiving was below par.

Summary

[58] I have reached the view that Ms ST’s conduct constituted unsatisfactory conduct by reason of breaches of rules 4.2, 6 and 9.4. It remains to be considered what penalties should be imposed.

[59] Mr and Mrs HP seek an apology and a reduction of fees. In her letter of 26 September 2014 Ms ST advises she has written off the fee and has no interest in pursuing the matter. I have not formed a view as to how much any order for reduction of fees should be and given Ms ST’s advice, there is little purpose to be gained in doing so. I grant leave however for Mr and Mrs HP to seek a formal order in this regard should Ms ST take steps to recover her fees, or to lodge or maintain any record of bad debts against the HP.

[60] Ms ST’s response to the complaint and this review indicate to me she does not accept any lack of performance on her part or her firm’s part. An ordered apology would be of little value and unlikely to be provided with any meaning. I do not therefore intend to order Ms ST to apologise to Mr and Mrs HP.

[61] I do however consider there must be some response to the failure to complete registration due to the non-payment of fees. As noted in [45] that response and the

potential adverse consequences was out of all proportion to the amount of fees outstanding. Fortunately, there were no adverse consequences I am aware of and in this regard there is no reason to contemplate compensation.

[62] The appropriate response is a fine. The maximum fine that can be imposed is \$15,000.¹¹ In commenting on the function of a penalty in a professional context, the Court in *Wislang v Medical Council of New Zealand*¹² noted that the function of a penalty was to punish the practitioner, to deter other practitioners, and to reflect the public's and the profession's condemnation or opprobrium of a practitioner's conduct. As noted by the Legal Complaints Review Officer in *Workington v Sheffield*¹³ "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 in this manner".

[63] In the present instance, I consider the purpose of the penalty is to add weight to the finding of unsatisfactory conduct, and the amount of the fine is less relevant. In the circumstances I consider that a fine of \$1,000 is sufficient to reinforce the adverse finding of unsatisfactory conduct against Ms ST.

Decision

- (1) Pursuant to s 211(1)(a) of the Lawyers and Conveyancers Act 2006 the determination of the Standards Committee is reversed.
- (2) Ms ST's conduct constitutes unsatisfactory conduct by reason of s 12(c) of the Lawyers and Conveyancers Act 2006 by reason of breaches of rules 4.2, 6 and 9.4 of the Conduct and Client Care Rules.
- (3) Pursuant to s 156(1)(i) of the Lawyers and Conveyancers Act 2006 Ms ST is to pay the sum of \$1,000 by way of fine to the New Zealand Law Society such sum to be paid no later than 20 February 2015.

Costs

In accordance with the Costs Orders Guidelines issued by this Office and pursuant to s 210 of the Lawyers and Conveyancers Act 2006 Ms ST is ordered to pay the sum of

¹¹ Lawyers and Conveyancers Act 2006, s 156(1)(i).

¹² *Wislang v Medical Council of New Zealand* [2002] NZAR 573 (CA).

¹³ *Workington v Sheffield* LCRO 55/2009.

\$1,200 by way of costs to the New Zealand Law Society, such sum to be paid by no later than 20 February 2015.

DATED this 20th day of January 2015

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:

Mr HP as the Applicant
Ms ST as the Respondent
[North Island] Standards Committee
New Zealand Law Society