

CONCERNING

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

AND

CONCERNING

a determination of [North Island] Standards Committee

BETWEEN

LS

Applicant

AND

TD

Respondent

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

Introduction

[1] Mrs LS has sought a review of the determination by [North Island] Standards Committee that the complaint made by Mrs LS had already been the subject of a decision by this Office and therefore it could take the matter no further.

Background

[2] In 2007 Mr TD prepared a will for Mrs LS's mother which contained the following clause:

Pursuant to the power to appoint trustees in the [Trust name]'s Deed of Trust I appoint my daughters, or the survivor of them as trustees or trustee of the [Trust name].

[3] The will was simple and directed that the residue of the Estate after payment of any debts was to be transferred to the [Trust name].

[4] Mrs LS's mother died on 5 April 2009. Mrs LS and her sister (Ms AG) met with Mr TD the following day. Mrs LS advises that Mr TD informed them they were appointed trustees of the [Trust name] together with the professional trustee Mr RH,

the Trust's accountant. Mr TD provided them with a copy of the Trust Deed. Mr TD does not dispute this was the nature of the discussion.

[5] Paragraph 8a of the Second Schedule to the Trust Deed provides:

The statutory power of appointing new trustees shall vest in the surviving or continuing trustees for the time being or the personal representatives of the last surviving or continuing trustee and those persons shall have the further power to appoint an additional trustee or additional trustees.

[6] Mr TD advises that subsequently a Deed of Appointment of Trustee to appoint Mrs LS and Ms AG as trustees was prepared by his office and delivered to Mr RH for signature. However, Mr RH declined to execute the Deed. Mr TD explained the reason for this:¹

The sole reason for not formally appointing Mrs LS – and she is well aware of this – was to ensure that each sale could proceed without interruption. Mrs LS (and Mr RH) will confirm that arranging for the co-executor and beneficiary, AG, to sign the documentation was difficult in the extreme. I was fearful, leading to settlement, that she would not sign the requisite transfer documentation.

[7] Mrs LS and her sister were not advised by Mr TD that Mr RH had declined to execute the Deed of Appointment and thereafter he continued to treat them as if they were trustees. This included preparation of documents in which they were referred to as trustees of the Trust. It was not until some two years later when Mrs LS sought information from the IRD in relation to a tax return to be filed for the Trust that she learned that she had not been appointed a trustee.

[8] Mrs LS first complained about Mr TD in 2010. Amongst other matters, she complained she had not been appointed a trustee of the Trust in accordance with her mother's will. The Standards Committee decided to take no further action in respect of those complaints and Mrs LS sought a review of that determination.

[9] In a decision dated 1 February 2012 the Review Officer described the complaint as being that "the practitioner had not taken steps necessary to carry out the instructions of her mother's will to appoint her as a trustee".² The Review Officer noted that Mr RH "had declined to sign those documents [the Deeds of Appointment] after discussion with the practitioner".³

¹ Letter TD to NZLS (17 July 2012) at 3.

² LCRO 87/2011 at [6].

³ Above n 2 at [7]. My understanding that there was only one Deed of Appointment prepared.

[10] She noted the reason for Mr RH declining to do so was:⁴

the difficult relationship between the sisters. The [Trust name] owned a number of valuable properties which were to be sold, and Mr RH envisaged that finalising the documents for settlement of the sales of the properties was likely to be jeopardised. Mr RH's caution in approving their appointments as trustees is amply explained in the correspondence. The decision appears to have been a pragmatic one, made by the individual who had the power of appointment.

[11] She went on to say:⁵

What is clear is that the power of appointment did not lie with the Practitioner. Although he prepared Deeds of Appointment for the applicant and Ms AG, it was not within his power or responsibility to compel the appointer to approve the appointment of the applicant and [Ms AG] as trustees. There is nothing to suggest any wrongdoing on his part in failing to have the applicant appointed as trustees [sic]. I find no support for this complaint.

Mrs LS's complaint and the Standards Committee determination

[12] Mrs LS lodged her second complaint with the Lawyers Complaints Service in July 2012. Her complaint was that Mr TD "appears to have been in collusion with [Mr RH] to deceive me into believing I was a 'trustee'".⁶

[13] She noted she had signed documents prepared by Mr TD purporting to be in her capacity as a trustee and that Mr TD addressed her as a trustee in correspondence on numerous occasions. She also instructed a solicitor on the basis that she was a trustee and Mr TD did not at any time disabuse her solicitor of his belief that was the case. Overall, her complaint was that Mr TD and Mr RH conspired to act in breach of the Trust Deed and to deceive her into thinking she was a trustee.

[14] The Standards Committee determined: "[t]he LCRO has in effect made a finding that deals with Ms LS's complaint".⁷ It went on to note:⁸

The Committee considers it cannot take the matter further. The LCRO has looked at the matter and has made a finding. Accordingly, Ms LS is now in the same position as if the matter had been the subject of specific consideration at the Committee level and then appealed the decision to the LCRO.

Review

[15] A review hearing was held in [city] on 13 November 2014. Mrs LS was represented by Mr QO and Mr TD by Mr JW.

⁴ Above n 2 at [8].

⁵ Above n 2 at [9].

⁶ Letter LS to NZLS (29 June 2012).

⁷ Standards Committee determination (5 October 2012) at [11].

⁸ Above n 7 at [12].

[16] The first matter that required to be addressed was whether or not Mrs LS's complaint had already been the subject of a decision by the LCRO as determined by the Standards Committee. I indicated my preliminary view was that it had not but I would make a final decision in that regard. I requested the hearing to proceed to address the issues.

[17] During the course of the hearing I also advised the parties I did not consider the conduct complained of was such that would warrant the laying of a charge of misconduct before the Lawyers and Conveyancers Disciplinary Tribunal and the question to be decided (assuming confirmation of my preliminary view on the first question) was whether or not the conduct complained of constituted unsatisfactory conduct.

[18] Following the conclusion of the hearing I requested the parties to provide submissions as to whether the conduct complained of constituted unsatisfactory conduct. Both parties responded and these were provided to the other party.

Has Mrs LS's complaint been the subject of a decision by the LCRO?

[19] In this regard I confirm my preliminary view that Mrs LS's complaint was not addressed by the LCRO in the decision of 1 February 2012.

[20] Mrs LS's first complaint was summarised in [6] of the LCRO decision as being that Mr TD had not taken steps to have Mrs LS appointed a trustee. Mrs LS's present complaint is that Mr TD colluded with Mr RH in deceiving her into believing she was a trustee.

[21] The two issues are not the same and I confirm my preliminary view expressed at the review hearing that I do not agree with the Standards Committee in this regard.

[22] Having reached this view, it is incumbent upon me to consider whether or not the matter should be returned to the Standards Committee to reconsider its decision on the basis that it has not addressed the complaint.⁹

[23] Pursuant to s 211(1)(b) of the Lawyers and Conveyancers Act 2006 I may exercise any of the powers of the Standards Committee that could have been exercised by the Committee in the proceedings in which the decision was made or the powers exercised or could have been exercised. That includes the power to determine a complaint.

⁹ See *Q v LCRO* [2013] NZCA 570 at [53].

[24] I confirm my decision to consider the complaint myself rather than return it to the Standards Committee to reconsider. The reason for this is that the further delay which would thereby be occasioned is not in keeping with the directions in the Lawyers and Conveyancers Act that complaints should be disposed of expeditiously¹⁰ and I am now seised of all the information necessary to dispose of the complaint. I do not wish this to be seen as usurping the role of the Standards Committee but given the directives contained within the Act to dispose of complaints expeditiously (a direction which has already been breached due to the determination of the Standards Committee not to consider the complaint and the delays in this Office) it would be unconscionable to now require the parties to effectively begin the process again by returning the matter to the Standards Committee to reconsider.

Could Mr TD's conduct constitute misconduct?

[25] Mrs LS alleges that Mr TD deceived her into believing that she was a trustee and colluded with Mr RH in this regard. The use of the word "deceived" adds an element to this complaint that elevates it to the level where a charge of misconduct before the Lawyers and Conveyancers Disciplinary Tribunal has to be considered. In her submissions Mrs LS argues forcefully that Mr TD should face a charge of misconduct. She refers to the decision of the New Zealand Law Practitioners Disciplinary Tribunal¹¹ in which Mr Guest was struck off the roll of barristers and solicitors.

[26] A review of this decision, reveals that there were six charges against Mr Guest, the last charge having 10 particulars each of which in themselves constituted an alleged breach of an obligation. The Tribunal found two of the charges proven, and the remaining four not proven but justified. The charge relating to misleading his client as to the status of a legal aid application was one of the charges proven. The conduct also included misleading another lawyer, deliberate lies to a quasi-judicial body and his client's new solicitor. An important element in this charge was the fact that Mr Guest stood to gain financially in that he would then be able to charge higher fees to his client rather than being limited to an amount fixed by legal aid. The Tribunal described this conduct as "self serving and unprofessional conduct and constituted 'dishonesty for personal gain' and involved deliberate lying and deceit motivated by self-interest on the part of the practitioners".¹²

¹⁰ Lawyers and Conveyancers Act 2006, ss 3(2)(b) and 200.

¹¹ *Firth and Guest* NZLPDT (5 November 2001).

¹² *Firth and Guest* NZLPDT penalty decision (3 December 2001) at [14].

[27] Mrs LS submits that Mr TD intentionally misled her both verbally and in writing for reasons of his own. She advises that she received or has been sent approximately 680 emails from Mr TD in her role as a “trustee” and signed six documents relating to real estate prepared by Mr TD in which she was referred to as a trustee. She describes this as “orchestrated lies” and “inexcusable concealment and deception” by Mr TD.

[28] However, the level of deceit and dishonesty exhibited in the *Guest* case far exceeds Mr TD’s conduct. The important element of deceit for the purpose of personal gain is absent. Mr TD had nothing to gain by his conduct and I accept that his failure to advise Mrs LS that she had not been appointed a trustee was driven by different factors, although what these were have not been made clear.

[29] Misconduct is defined in s 7 of the Lawyers and Conveyancers Act as being “disgraceful or dishonourable” conduct. In *Pillai v Messiter [No 2]*¹³ the Court canvassed conduct which would support a finding of misconduct. It considered that it “generally means wrongful, improper or unlawful conduct, motivated by premeditated or intentional purpose or by obstinate indifference to the consequences of one’s acts”.¹⁴

[30] Viewed narrowly and without reference to the wider facts, Mr TD’s conduct could be seen in this light. I do not necessarily accept Mr JW’s submission that no harm was done because Mrs LS was always treated as a trustee and her views sought on all matters. There is a significant difference between having one’s views sought and considered and having the authority and decision-making power of a trustee.

[31] Mr RH’s reasons for not effecting the appointment may very well have been valid but it is Mr TD’s conduct that is under scrutiny, and Mr RH’s desire to ensure there were no difficulties in implementing decisions does not excuse Mr TD’s conduct.

[32] A charge of misconduct is reserved for the most serious offences. Professor Webb in his text *Ethics, Professional Responsibility and the Lawyer* (2nd edition) has this to say:¹⁵

The threshold for a finding of misconduct is high. It is generally conduct that reflects on the practitioner’s professional character and his or her adherence to the standards of loyalty, honesty and fairness attaching to the profession. Conduct which shows the practitioner to be untrustworthy and not fit to be a lawyer will amount to misconduct. Similarly, conduct which shows an inability to

¹³ *Pillai v Messiter [No 2]* (1989) 16 NSWLR 197.

¹⁴ Above n 13 at [201].

¹⁵ Duncan Webb *Ethics, Professional Responsibility and the Lawyer* (2nd ed, Lexis Nexis, Wellington, 2006) at 127.

conduct the practise of the law in a responsible manner by, for example, failing to keep proper records and accounts, may also be misconduct, although not of itself demonstrating dishonesty. That the conduct in question was understandable in light of the practitioner's circumstances will not absolve him or her.

(Citations removed)

[33] Having reflected on my stated position at the review hearing, I remain of the view that Mr TD's conduct does not approach the level of conduct that would warrant a charge of misconduct being brought before the Tribunal.

[34] Mr JW submits that should dispose of the matter. However, consideration of a complaint is not constrained by the language used by the complainant and I now consider whether Mr TD's conduct constituted unsatisfactory conduct.

[35] In this regard, I have considered and taken note of the submissions by each party.

Does Mr TD's conduct constitute unsatisfactory conduct?

[36] Before reaching a conclusion on this question it is necessary to record in some detail the conduct complained of.

[37] On the day following her mother's death Mr TD advised Mrs LS and Ms AG they were appointed trustees of the [Trust name] by virtue of clause 6 of their mother's will.

[38] Because of the disputes between the two sisters Mr RH did not want to appoint them trustees. Mr TD says this was a conscious decision because "he was fearful, leading to settlement, that Ms AG would not sign the requisite transfer documentation".¹⁶ Although Mr TD was fearful that Ms AG would not sign the documentation, it would seem that Mr RH proceeded on the basis that neither Ms AG or Mrs LS would therefore be appointed.

[39] With her complaint Mrs LS supplied copies of three documents prepared by Mr TD which referred to her and her sister as trustees. She says these are examples of such documents and there are many more.¹⁷

(a) [Agency name]'s sole agency agreement.

This refers to Mr RH, Mrs LS and Ms AG "as trustees of the [Trust name]". A listing agreement would usually be prepared by the listing agency but I have

¹⁶ Letter TD to NZLS (17 July 2012) at [3].

¹⁷ Above n 6.

assumed that what Mrs LS means is that Mr TD inserted the names in the agreement. This has not been denied by him.

(b) The Agreement for Sale and Purchase of the property at [address]. In this document the vendor is recorded as being:

“LS, AG and RH **as trustees of the [Trust name]**”.

Again, Mr TD has not denied he was responsible for inserting the names of the vendors.

(c) The Deed of Arrangement recording the agreement between the parties as to how the trust assets were to be disposed of and the proceeds distributed.

7. LS and AG shall, at their discretion, remain as trustees of the [Trust name] and the [second Trust name]. Both LS and AG shall retain the power to appoint a trustee each pursuant to the supplementary deed.

...

22. The parties acknowledge that RH (“RH”), LS and AG have entered into this Deed as trustees of the [Trust name] and the [second Trust name] and that their liability shall not be personal, but shall in all cases be limited to the assets of the [Trust name] and the [second Trust name] respectively, PROVIDED HOWEVER that the parties do not indemnify RH, LS and AG against any claim (or the costs relating to such claim) where the claim arises from or relates to RH’s, LS’s or AG’s gross negligence or deliberate dishonesty.

[40] I note that although Mr RH is described in the Deed as executing it “as trustee of the [Trust name]” the same status is not accorded to Mrs LS or Ms AG where provision is made for their signatures. Similarly, on the cover page, Mr RH is referred to as a trustee, whilst Mrs LS and her sister are referred to by name only. I can draw no conclusions as to whether these differences were intentional or not.

[41] Mrs LS says in her letter of complaint that she has been addressed by Mr TD both in person and in correspondence as a trustee of the [Trust name]. Again, Mr TD has not disputed this.

[42] Mrs LS instructed a solicitor (Mr XE) to write on her behalf with regard to Trust and Estate issues. In an email dated 19 August 2009 Mr XE wrote to Mr TD:

I confirm my phone advice that my instructions are quite clear. If there is no agreement between the trustees of the [Trust name] then an application is to be made immediately to the High Court under the provisions of the Trustee Act 1956 seeking:

- Directions in terms of s 66, and
- seeking the removal of the three trustees, and
- the appointment of a trustee company to run the affairs of the Trust.

[43] Mr XE was not disabused of the fact that Mrs LS was not a trustee and could not therefore apply to the Court pursuant to s 66 of the Trustee Act.

[44] Mr TD has stated that the decision was taken by Mr RH and himself or he was instructed by Mr RH, that he should consult with Mrs LS and Ms AG as if they were trustees. When Mrs LS ascertained that she was not in fact formally appointed, he explained his decision in an email dated 11 April 2011:

While AG and you were always and have always been consulted on all things to do with the [Trust name], it was thought that it would be best not to officially appoint each of you. This allowed each sale to go through relatively smoothly as then only RH was required to sign the transfer documentation.

[45] However that decision is described, the fact is that Mr TD did not ever advise Mrs LS that she was not a trustee of the Trust. The consequences of this could be significant.

[46] Paragraph 8c of the Second Schedule to the Trust Deed provides:

Except in a case where a company or other corporate body shall be appointed as the sole trustee the number of trustees for the time being shall not be less than two or more than five in number.

[47] Paragraph 9b of the Schedule requires all trustee decisions to be made by way of a majority decision.

[48] The failure to advise Mrs LS that she was not a trustee raises the question as to whether or not the various decisions taken by the Trust are valid. It is obviously beyond my jurisdiction to do anything further than to raise the question.

[49] Whatever is the case, Mrs LS has been deprived by lack of this knowledge to take any steps to require Mr RH to comply with the terms of the Trust Deed or to challenge any trustee resolution.

[50] Disputes between Mrs LS and her sister may very well have meant that administration of the Trust and the Estate was difficult if not impossible. However, that was a choice for Mrs LS and her sister to take. It was not Mr TD's role to take it upon himself to conceal information in order to ensure smooth administration of the Trust and the Estate.

[51] It may be that Mr TD did not wish to reveal to Mrs LS that he had not drafted the will correctly so that her mother's wishes were unable to be fulfilled. If that were the

case, his subsequent conduct has compounded the potential problems that may arise from this.

[52] Mrs LS asserts that Mr TD has breached rules 2, 7, 11, and 11.1 of the Conduct and Client Care Rules.¹⁸ I am not sure that rule 2 is applicable, but I agree that rules 7, 11 and 11.1 are. I also consider that rule 10 is applicable.

[53] Rule 7 provides:

Disclosure and communication of information to clients

- 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.

[54] Mr JW argues that Mrs LS and her sister were not Mr TD's clients. He submits Mr TD acted for Mr RH as trustee of the [Trust name] and only acted for Mrs LS in her capacity as an Executor of her mother's estate. I am unsure whether or not Mrs LS was separately advised at all times but she was clearly not separately advised at the outset. She advises that at her very first meeting with Mr TD he advised her that she was a trustee of the [Trust name]. It is somewhat disingenuous for Mr TD to now endeavour to argue she was not his client because she had not been formally appointed as a trustee.

[55] Mr JW endeavours to argue that Mr TD was justified in not advising Mrs LS she was not a trustee because he was obliged by rule 6 to promote and protect Mr RH's interests and it was Mr RH who was his client.

[56] There are numerous difficulties with this proposition. If the provision in the will could not be carried out because Mr RH declined to effect the appointment, it seems to me that Mr TD had a conflict of interest in continuing to act for the Executors.

[57] In addition, I cannot accept that an obligation to a client could justify conduct which cannot be viewed as anything other than misleading, or untruths to a third party.

[58] In any event, I do not accept Mr JW's argument. Mrs LS was an Executor of her mother's will. A clause in the will provided she was to be appointed a trustee of the Trust. That could not be carried out because Mr RH declined to appoint her. It was incumbent upon Mr TD to advise Mrs LS as Executor of the will that the clause in the will could not be effected. I reject Mr JW's argument in this regard.

¹⁸ Lawyers and Conveyancers Act (Lawyers: Conduct and Client Care) Rules 2008.

[59] Rule 10 of the Conduct and Client Care Rules provides:

Professional dealings

10 A lawyer must promote and maintain proper standards of professionalism in the lawyer's dealings.

There is no pre-condition to this rule that Mr TD be providing regulated services. I consider Mr TD has breached this rule by his failure to reveal the true situation to Mrs LS.

[60] I consider that Mr TD has breached rule 11:

A lawyer's practice must be administered in a manner that ensures that the duties to the court and existing, prospective, and former clients are adhered to, and that the reputation of the legal profession is preserved.

This rule applies to "prospective clients" and Mrs LS was both a client as executor of her mother's estate and a prospective client as trustee.

[61] Finally, I consider Mr TD has breached rule 11.1:

A lawyer must not engage in conduct that is misleading or deceptive or likely to mislead or deceive anyone on any aspect of the lawyer's practice.

[62] Mr JW endeavours to minimise Mr TD's conduct but acknowledges that with the benefit of hindsight Mr TD should have more clearly disclosed the position to Mrs LS. This could be accepted if the failure to advise was a single opportunity lost or in the nature of an oversight.

[63] However, Mr TD did not just fail to advise Mrs LS she was not a trustee. He conducted communications with her over a period of two years as if she were a trustee and even prepared documents which referred to her as such. It is unacceptable conduct.

[64] Both Mrs LS and Mr JW have addressed the issue as to whether or not Mr TD has breached s 12(a) of the Lawyers and Conveyancers Act on the basis that Mr TD's conduct did not measure up to the standard of competence and diligence that a member of the public is entitled to expect of a reasonably competent lawyer.

[65] I do not think s 12(a) is applicable to Mr TD's conduct. Mr JW refers to Mrs LS's expectations of Mr TD as the solicitor for the Estate. That does not relate to his failure to advise her she was not a trustee and I do not think this section has any application to these circumstances.

[66] The failure to advise Mrs LS did not arise through a lack of competence or diligence. Mr TD was aware of the fact that Mrs LS was not appointed but chose not to communicate this to her. This failure does not result from a lack of competence or diligence – it was clearly an active decision not to advise Mrs LS that she had not been appointed.

Mr JW's submissions

[67] Mr JW makes submissions in support of Mr TD that attract comment. He notes that “Mrs LS is known to make complaints, undermining the reasonableness of her opinion”.¹⁹ He goes on to note that Ms AG was treated in the same manner as Mrs LS and that Ms AG “confirmed that Mr TD acted professionally, with some ability and in a manner that was considered and fair. This further proves the unreasonable nature of Mrs LS’s opinion”.²⁰

[68] Ms AG’s comments may reinforce the fact that s 12(a) of the Lawyers and Conveyancers Act does not apply to Mr TD’s conduct in that the test required by that section is that of a member of the public, which has been refined to being a “reasonable member of the public”, but does not affect Mr TD in relation to the breaches of the rules referred to.

[69] Mr JW also submits the complaint goes “to a matter of detail which in practice had little or no actual consequence for the parties”.²¹ He points to the fact that Mrs LS was consulted on all matters and in effect treated as if she were a trustee. He submits that she and Ms AG were not disadvantaged by the arrangement and were treated fairly in the whole process.

[70] This is a somewhat condescending submission based on a premise that “it was in their own good” for Mrs LS to not be advised of the fact that she had not been appointed. I do not of course have all the information before me and in any event that is not part of this review, but nothing can be put forward as a reason or excuse to justify a breach of the rules. Mrs LS must carry the consequences of her actions if administration of the Trust became impossible, but that does not mean that Mr TD should take upon himself a decision to withhold information to ensure that she did not have the opportunity to disrupt what he considered to be the effective administration of

¹⁹ JW submissions (27 November 2014) at [12].

²⁰ Above n 19 at [13].

²¹ Above n 19 at [14].

the Trust. The decision was not one for Mr TD to make – that was up to the parties involved and those decisions should have been made with full knowledge.

[71] As referred to in [49], Mrs LS was deprived of the opportunity to consider her position and act with full knowledge. The fact that none of her legal advisers considered it necessary to ask for evidence that she had been formally appointed only serves to reinforce the degree of misinformation under which she operated.

[72] Mr JW submits that Mr TD contends Mrs LS should have been aware that she had not signed a Deed appointing her as a trustee. I am somewhat disturbed by the tenor of the submissions in this regard in that they seem to endeavour to shift the “blame” for not knowing she was a trustee onto Mrs LS. It seems that Mr JW and Mr TD consider that Mrs LS was at fault – she frequently complained, the decision to withhold the information was in her best interests and she should have known anyway. These submissions do not enhance or reinforce Mr TD’s apology to Mrs LS – to a large extent they negative it.

[73] I find it impossible to accept Mr JW’s submission that Mr TD did not purposely withhold information.²² Over a period of some two years and in a multitude of communications, Mr TD had every opportunity to advise Mrs LS that her understanding she was formally appointed as a trustee was incorrect.

Decision

[74] In summary I have reached the view that Mr TD’s conduct constitutes unsatisfactory conduct pursuant to s 12(c) of the Lawyers and Conveyancers Act by reason of breaches of rules 7, 10, 11 and 11.1 of the Conduct and Client Care Rules.

[75] I now request the parties to make submissions as to penalty and publication (both as to the facts and Mr TD’s name). Given the proximity of the Christmas break, I do not wish to unilaterally impose impossible time restrictions on the parties or their counsel. Instead, I request each of the parties or their respective counsel to advise by no later than 22 December 2014 when they will be in a position to comply with this request. Following receipt of these responses I will issue further directions as to the date by which submissions are to be received.

DATED this 10th day of December 2014

²² Above n 19 at [20].

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 LS as the Applicant.

Mr QO as a Representative

Mr TD as the Respondent.

Mr JW as a Representative and Related Person under s 213

[North Island] Standards Committee

The New Zealand Law Society