

CONCERNING

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

AND

CONCERNING

a determination of the [Area] Standards Committee

BETWEEN

VM

Applicant

AND

CR

Respondent

DECISION

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

Introduction

[1] Ms VM has applied for a review of a decision by the [Area] Standards Committee to take no further action in respect of her complaint concerning the conduct of Ms CR.

Background

[2] Ms CR acted for Ms VM in respect of relationship property matters.

[3] That representation commenced in late April/May 2010 and ended in August 2012.

[4] In January 2014, Ms VM lodged complaints with the New Zealand Law Society Lawyers Complaints Service. The complaints filed included complaint concerning the fees charged. The Standards Committee tasked with inquiring into the complaints determined to take no further action on any of the matters raised.

[5] Ms VM sought a review to this Office of the Committee's decision, and in August 2016 a Legal Complaints Review Officer (LCRO) upheld the decision of the Standards Committee.¹

[6] Ms CR commenced proceedings in the District Court for recovery of fees owing.

The complaint and the Standards Committee decision

[7] Ms VM lodged a further complaint with the Complaints Service on 5 December 2016. The substance of her complaint was that:

- (a) Ms CR had breached an arrangement made with her in January 2013, by commencing Court proceedings for recovery of fees, when she had agreed not to do so.
- (b) Ms CR had an obligation to withdraw the Court proceedings.
- (c) Ms CR, in taking steps to reinstate proceedings which had been filed in the District Court, was attempting to thwart the ability of the Disputes Tribunal to determine claims that had been filed with the Tribunal.

[8] Ms CR provided response to the complaint on 20 December 2016. She submitted that:

- (a) Ms VM's complaint could not properly be determined as a costs complaint. Both the Standards Committee and the LCRO, had made determinative findings on the costs complaint.
- (b) Her costs had been outstanding since around August 2013.
- (c) Mr VM (Ms VM's father and representative) was endeavouring to avoid his daughter meeting her legal obligations by "splitting" her fee and pursuing three separate claims in the Disputes Tribunal.
- (d) The Disputes Tribunal process was being misused.
- (e) The Disputes Tribunal had accepted her submission that it was appropriate for the claim to be dealt with in the District Court.
- (f) The fee claim exceeded the jurisdictional limit of the Disputes Tribunal.

¹ *VM v CR* LCRO 188/2015.

- (g) She had not agreed not to have proceedings issued in the District Court, let alone agreed to an indefinite “stay” on attempting to recover her fees.
- (h) She had, as a courtesy to Ms VM, on 8 November 2013, advised her that proceedings would be issued unless a complaint was lodged with the Complaints Service immediately.
- (i) There was no legal obligation on her to refrain from issuing proceedings for recovery of her fees.
- (j) Proceedings were issued under [Case number] on 31 January 2014, approximately 10 weeks after she had advised Mr VM that she would do so if complaint was not lodged immediately.
- (k) Complaint was lodged in early 2014 and Ms CR received notice of the complaint having been filed, on 3 February 2014.
- (l) Mindful that she was unable to take further steps to recover her fees pending determination of the complaint (and subsequent review) she was unable to proceed further until she received the decision of the LCRO in August 2016.
- (m) Ms VM was served with the District Court proceedings on 17 November 2016.
- (n) Mr VM was using the process of complaint to delay the resolution of the District Court proceedings.

[9] The Standards Committee focused its inquiry on addressing the issue as to whether Ms CR should be prevented from pursuing Ms VM for her unpaid fees in the District Court.

[10] The Committee delivered its decision on 27 January 2017.

[11] The Committee determined, pursuant to s 138(2) of the Lawyers and Conveyancers Act 2006 (the Act) that no further action on the complaint was necessary or appropriate.

[12] In reaching that decision the Committee concluded that:

- (a) The complaint had no prospect of success.

- (b) The question as to the fairness and reasonableness of Ms CR's fees had been addressed in a previous Committee decision that had subsequently been upheld by the LCRO.
- (c) As the fee matter was before the Court, the Complaints Service had no jurisdiction to intervene.
- (d) Even if there had been an agreement in place that no proceedings would issue in the Court if a complaint was referred to the Complaints Service, there was no evidence that a complaint was made and Ms CR advised of that within the stipulated time.
- (e) Nothing that occurred in 2014 could lead to conclusion that Ms CR should withdraw District Court proceedings to recover her fees and withdraw her objection to the Dispute Tribunal proceedings filed by Ms VM.

Application for review

[13] Mr VM (as representative for Ms VM) filed an application for review on 27 January 2017.

[14] He submits that:

- (a) The Committee had failed to address the subject of the complaint, which was that Ms CR had failed to honour an undertaking.
- (b) Ms CR had filed proceedings with the District Court, after the complaint had been lodged.
- (c) Ms CR should have, as a matter of diligence, taken steps to check with the Complaints Service as to whether a complaint had been filed, before commencing proceedings in the Court.
- (d) If Ms CR was either negligent, or mistaken in filing proceedings, on being made aware that a complaint had been filed, she should have taken steps to withdraw the proceedings.
- (e) The District Court proceedings should have been withdrawn, to enable the Disputes Tribunal proceedings to proceed.

[15] In summary, Mr VM submitted that:²

... the Law Society was merely asked to confirm that Ms CR should honour her word and require her to correct the situation by withdrawing the particular District Court proceedings filed 30 January 2014, so the Disputes Tribunal hearing could proceed.

[16] Mr VM submitted that the District Court proceedings should be withdrawn, allowing the Disputes Tribunal hearing to proceed.

[17] Ms CR was invited to comment on Ms VM's review application.

[18] She submits that:

- (a) The review was fundamentally misconceived.
- (b) She had not entered into a "binding contract" with Ms VM to refrain from filing proceedings, all she had offered was an "indulgence" to her.³
- (c) When she had not received any indication after a reasonable period that a complaint had been filed, she filed proceedings.
- (d) On receiving notice that a complaint had been filed, the proceedings were stayed.
- (e) The Disputes Tribunal had no jurisdiction to hear Ms VM's claims, as the total of the fees exceeded the Tribunal's jurisdiction.

[19] Mr VM filed a response to Ms CR's submissions on 16 March 2017. He submits that:

- (a) Ms CR's submissions were in large part "diversionary".
- (b) Ms CR was aware that a complaint was to be filed.
- (c) Ms CR was obliged to make enquiry of the Law Society as to whether a complaint had been lodged.

Review

[20] This review was progressed by way of an applicant-only hearing on 25 July 2017.

² VM submission to Legal Complaints Review Officer (LCRO) (28 February 2017) at [8].

³ Letter CR to LCRO (10 March 2017) at [4]–[5].

Nature and scope of review

[21] The nature and scope of a review have been discussed by the High Court, which said of the process of review under the Act:⁴

... the power of review conferred upon Review Officers is not appropriately equated with a general appeal. The obligations and powers of the Review Officer as described in the Act create a very particular statutory process.

The Review Officer has broad powers to conduct his or her own investigations including the power to exercise for that purpose all the powers of a Standards Committee or an investigator and seek and receive evidence. These powers extend to “any review” ...

... the power of review is much broader than an appeal. It gives the Review Officer discretion as to the approach to be taken on any particular review as to the extent of the investigations necessary to conduct that review, and therefore clearly contemplates the Review Officer reaching his or her own view on the evidence before her. Nevertheless, as the Guidelines properly recognise, where the review is of the exercise of a discretion, it is appropriate for the Review Officer to exercise some particular caution before substituting his or her own judgment without good reason.

[22] More recently, the High Court has described a review by this Office in the following way:⁵

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

[23] Given those directions, the approach on this review, based on my own view of the fairness of the substance and process of the Committee’s determination, has been to:

- (a) Consider all of the available material afresh, including the Committee’s decision; and
- (b) Provide an independent opinion based on those materials.

Analysis

Preliminary matters

[24] The LCRO has no jurisdiction to direct Ms VM to withdraw proceedings filed in the District Court, nor does the LCRO have jurisdiction to make directions on matters

⁴ *Deliu v Hong* [2012] NZHC 158, [2012] NZAR 209 at [39]-[41].

⁵ *Deliu v Connell* [2016] NZHC 361, [2016] NZAR 475 at [2].

relating to the jurisdiction of the Disputes Tribunal.

[25] Mr VM objects to the Committee's finding that it had no jurisdiction to "intervene to direct the Court". He describes this as a "strange" argument as the request made was for Ms CR to be directed to withdraw the proceedings. He makes request that what he describes as an "absolutely fair and equitable remedy to put the parties back into the situation they should have been, is not outside the power of the LCRO as Ms CR suggests".⁶

[26] The LCRO has no power to direct a party to withdraw proceedings filed in the Court. The control of those proceedings is at all times under the direction of the Court. There are remedies available to parties who seek to have proceedings struck out, but applications of that nature must be put before the Court.

The issues

[27] There is a simple issue at the heart of this review. Did Ms CR breach an undertaking provided to Ms VM? If she did not, that is the end of the matter. If she did, was the breach of sufficient seriousness to merit a disciplinary response?

[28] It is important to emphasise that the complaint which is the subject of this review, is not about any issues relating to the fairness or reasonableness of the fees charged by Ms CR. That complaint has been addressed in the Committee decision of 28 July 2015, and in the review decision delivered by this Office on 25 August 2016.

[29] Mr VM considers that Ms CR breached an undertaking provided by Ms CR to refrain from filing proceedings in the Court for recovery of her fees. He describes what he clearly perceives to be an egregious breach by Ms CR as misleading conduct and contends that she has been dishonest in the responses she has provided to his complaint. These are serious allegations to make against a lawyer.

[30] In considering the complaint, the Committee, adopting Mr VM's description, framed the complaint as allegation that Ms CR had breached an "agreement" with Mr VM. In my view, in as much as Mr VM argues for the proposition that Ms CR had stepped back from an agreement to which she was inexorably bound and unable to resile from, Mr VM is arguing in effect that Ms CR had breached an undertaking provided to him.

[31] Undertaking has been legally defined as "a promise, pledge, or engagement".⁷

⁶ VM submissions to LCRO (16 March 2017) at [12].

⁷ Bryan A Garner *Black's Law Dictionary* (9th ed, Thomson Reuters, St Paul, 2009) at 1665.

[32] Rule 10 of the Lawyers and Conveyancers Act (Lawyers: Conduct and Client Care) Rules 2008 provides that a lawyer must honour all undertakings, whether written or oral, that he or she gives to any person in the course of their practice.

[33] For her part, Ms CR contends that no undertaking was provided to Mr VM in the nature that he argues for and that Mr VM has used the complaints process in a cynical attempt to delay resolution of the District Court proceedings. She contends that Mr VM is using the complaints process as a tactical ploy, to try and have the proceedings removed from the District Court to a forum more convenient for Mr VM.

[34] The starting point is to consider the nature of the representation made, and the extent to which those representations bound Ms CR to the extent that Mr VM argues for.

[35] Ms CR had carried out work for Ms VM and had rendered fees. Ms VM had advised Ms CR that she had concerns about the fees charged.

[36] On 8 November 2013, Ms CR provided a comprehensive response to concerns raised by Ms VM. At the end of this correspondence Ms CR advises that she is satisfied that her fee was fair and reasonable. She notes that:⁸

I would be happy for my fee to be reviewed by the Law Society and accordingly invite you to refer the issue to the Law Society forthwith.

Should you not do so immediately, then I propose to institute proceedings against Ms VM for recovery of all outstanding fees, interest owing on them down to the date of judgment, and costs.

[37] On 9 December 2013 it was agreed that an inspection of Ms CR's files would take place at her office. Following that meeting, Ms CR forwarded an email to Ms VM advising that proceedings would be issued shortly unless her "offer of last week is accepted or the matter is referred to the Law Society, within the timeframe stipulated".⁹

[38] On 16 December 2013, Mr VM advised that he was preparing a complaint for the Law Society, and would be in contact with them "this week". Ms CR responded by noting that she was pleased Mr VM was "finally referring the matter to the Law Society. It is the only body that can deal with the issues that you raise."¹⁰

[39] It appears that Ms CR's instructing solicitor also was notified that a complaint was to be filed and on 16 December 2013, notified Mr VM of the web link to the Complaints Service.

⁸ Letter CR to VM (8 November 2013) at [40]–[41].

⁹ Application to Complaints Service, 5 December 2016.

¹⁰ Above n 8.

[40] On 8 January 2014, Mr VM advised Ms CR that he was having difficulty preparing documents, but that he would be submitting the “best he could” to the Complaints Service. That was met with a response from Ms CR’s office (likely automatically generated) advising that her office was closed for the holiday period, reopening on 13 January.

[41] Mr VM says that the complaint was filed immediately after the holidays on 13 January 2014, within five working days of notifying Ms CR.

[42] Proceedings were issued on 31 January 2014. At the time those proceedings were issued, Ms CR says she had received no indication from the Complaints Service that a complaint had been filed. She says that she did not receive notification of the complaint until 3 February 2014.

[43] It is against that background that complaint that Ms CR failed to honour an undertaking provided falls to be considered.

[44] Mr VM argues for the proposition that the indication given by Ms CR that she would refrain from filing proceedings bound Ms CR to desist from doing so.

[45] Ms CR says that her indication to Mr VM was no more than a courtesy and one which she says was extended after she had endeavoured to get Mr VM to file a complaint.

[46] I do not agree with Mr VM’s submission that Ms CR had breached any duties owed to his daughter, by taking steps to file proceedings in the District Court at the time she did.

[47] I do not consider that the indication provided by Ms CR remotely approached the level of a binding undertaking, such as could form the basis for a professional complaint that she had failed to comply with an undertaking provided.

[48] Because undertakings are held out by the legal profession “as having an elevated and special status, it is necessary for the profession to scrupulously honour them”.¹¹

[49] Importantly:

- (a) Care is required before providing an undertaking.¹² So too a lawyer proposing to rely on an undertaking is required to ensure that the undertaking is capable of performance by the lawyer giving it.¹³

¹¹ *Auckland Standards Committee 3 of New Zealand Law Society v W* [2011] 3 NZLR 117 (HC) at [67].

- (b) An undertaking will be construed according to its “substance and intention” and not in a “technical legal manner”.¹⁴
- (c) Any “ambiguity” will generally be construed in favour of the recipient.¹⁵
- (d) Strict adherence is required.
- (e) The context in which the undertaking has been given must be considered objectively.¹⁶

[50] Considered objectively, the arrangements reached between Ms CR and Mr VM did not give indication of Ms CR having provided Mr VM with a binding undertaking.

[51] To the extent that the terms of that arrangement can be determined, the agreement reached falls well short of establishing the degree of required commitment on Ms CR’s part that is argued for by Mr VM.

[52] Ms CR had rendered her account. She had met with Ms VM to discuss concerns raised about the account. Those discussions took place over a period of time. Ms CR, as she was entitled, held to her view that the fee charged was fair and reasonable. Ms VM, as she was entitled, gave indication that she intended to challenge the account by pursuing a complaint to the Complaints Service.

[53] Ms CR made it abundantly clear that proceedings would be filed and at no point in her discussions with Mr VM does she provide a firm date in which she agreed to refrain from filing proceedings. There was no reason for her to do so. She was convinced that her fee would withstand scrutiny and had no obligation to desist from filing proceedings to allow Ms VM opportunity to pursue a complaint. Her preparedness to do so was likely prompted by the recognition that if a complaint was lodged, the progress of those proceedings would inevitably be delayed by the operation of s 161(1) of the Act. That section directs that no proceedings for the recovery of the amount of a bill may be commenced or proceeded with until after the complaint has been finally disposed of.

[54] Whilst there is no reference in any of the documentation of Ms CR providing Ms VM with a specific date by which it was her expectation that Ms VM’s complaint

¹² *Auckland Standards Committee v Stirling* [2010] NZLCDT 4.

¹³ GE Dal Pont *Lawyers’ Professional Responsibility* (6th ed, Thomson Reuters, Sydney, 2017) at [22.70].

¹⁴ Above n 11, at [41] and [60].

¹⁵ At [42] and [60].

¹⁶ At [63].

would be filed, it clearly was the case that Ms CR had expectation that the complaint would be filed immediately.

[55] On 8 November 2013, Ms CR issued an invitation to Ms VM to file a complaint. She had formed a view that the parties' positions were likely irreconcilable, and it was her view that if a complaint was to be filed then it should be filed forthwith.

[56] When Mr VM advised Ms CR on 16 December 2013 that he was preparing a complaint to the Law Society and would be in contact with them "that week", Ms CR's response to that indication is consistent with the approach she had adopted throughout. She advises that she is pleased that the matter is finally being referred to the Law Society. It would not have been unreasonable for Ms CR to have inferred from the advice received from Mr VM, that it was Mr VM's intention to file his complaint forthwith. If that had happened, the complaint would have been filed before the Christmas break.

[57] It is clear that Ms CR's expectation was that Mr VM would promptly attend to filing a complaint. She wished to avoid further delay.

[58] Mr VM must have been aware from these exchanges that Ms CR was not prepared to delay filing proceedings indefinitely. Ms CR's indication that she would refrain from filing in the District Court was not articulated in terms that provided a specific date in which she would forbear from filing proceedings, nor could the indication be construed as intending to provide licence for the matter to continue on indefinitely.

[59] In my view, Mr VM had an obligation to file a complaint promptly.

[60] Clear indication that Ms CR was not prepared to allow the matter to drift is given in her email of 9 December 2013, when she advises of her intention to issue proceedings "shortly", unless her offer is accepted or the matter is referred to the Law Society.

[61] I note that the email refers to the complaint being referred to the Law Society "within the timeframe stipulated".

[62] There is no indication from the documents on the file, or from the submissions filed by either of the parties, of them ever having reached agreement that Ms CR would refrain from filing proceedings in the Court until a specified date.

[63] At the commencement of the hearing, Mr VM was questioned as to whether it was his understanding that the parties had discussed, or reached agreement, that Ms

CR would be free to file proceedings, if a complaint was not filed by a specific date. He was emphatic that no timeframe had been agreed.

[64] When attention was drawn to Ms CR's correspondence of 9 December 2013, Mr VM advised that he did not recall any discussions about timeframes. He considered the reference by Ms CR to "filing within the timeframe stipulated" to be a comment of little consequence.

[65] Towards the end of the hearing, Mr VM indicated that having had an opportunity to reflect on the issue, he believed that there may have been discussions about agreement to some delay in filing the complaint. He did not advance that position vigorously. It clearly was the case that he was unable to recall with preciseness, what was specifically being referred to when Ms CR made reference to a stipulated timeframe.

[66] I take it that Ms CR, in referring to the "timeframe stipulated", is recording her expectation that the complaint be filed immediately. That is an interpretation which presents as consistent with the approach she had adopted throughout.

[67] Mr VM filed a complaint in mid January 2014. I accept Ms CR's submission that proceedings were filed in the Court on 31 January 2014, and that she did not receive notice that a complaint had been filed until 3 February 2014.

[68] In fairness to both parties, it is likely the case that the intervention of the Christmas holiday period contributed in part to the delay in processing the complaint and of Ms CR being advised that a complaint had been filed. But I do not accept Mr VM's argument that Ms CR had, in filing proceedings on 31 January, breached an undertaking provided. She had not. She had done no more than indicate that she would refrain from filing proceedings if a complaint was promptly filed, but it was clear that this concession was advanced on the basis of expectation that a complaint would be filed immediately.

[69] I do not accept Mr VM's argument that Ms CR should have followed up with the Law Society to ascertain whether a complaint had been filed. There was no obligation for her to do so, and indeed this is to shift responsibility for the complaint from where it squarely sat, with Mr VM, to Ms CR.

[70] Subsequent to the hearing, Mr VM filed a further brief submission in which he sought to add further to his argument that Ms CR had obligation to follow up with him (or the Law Society) to check whether a complaint had been filed. He advanced an analogy to support his argument which I considered to be unconvincing and unpersuasive. In advancing that analogy, Mr VM, in my view, continued to amplify the

scope of the obligations imposed by the agreement reached beyond that which is established by a careful consideration of the evidence.

[71] In emphasising his argument that Ms CR had an obligation to follow up with him, Mr VM in his additional submissions describes this argument as “crucial”. It is not. It is quite untenable for Mr VM to argue that the agreement reached carried some form of implied expectation not only that Ms CR would refrain from filing her proceedings, but also that she would check with Mr VM before filing. This is to transparently extend the scope of the obligations well beyond that which was anticipated.

[72] Mr VM had been advised by Ms CR of his option to pursue a complaint, as early as 8 November 2013. It can reasonably be expected, particularly considering the degree of exchanges between Ms CR and Mr VM over the disputed account, that Mr VM would have had a clear understanding of the nature of the complaint that he intended to file and an ability to formulate the complaint and put it before the Complaints Service promptly.

[73] Ms CR’s decision to file proceedings did not breach any undertaking provided to Mr VM or to his daughter. Mr VM endeavours to frame the concession provided by Ms CR in terms far more deliberate and rigorous than could reasonably be construed to have been intended.

[74] Mr VM can point to no correspondence to support argument that agreement had been reached that Ms CR would refrain from filing for a specific period of time, nor can he point to evidence to support argument that Ms CR had agreed to delay filing proceedings until the end of January 2014.

[75] Rather, he places total reliance on argument that he had reached an understanding with Ms CR and that Ms CR was obliged to refrain from filing proceedings until he had opportunity to finalise his complaint. This is to construe the agreement in terms entirely sympathetic to Mr VM and in terms which entirely ignore Ms CR’s indications, over a period of time, of her clearly stated position.

[76] What is clear from the evidence of the email exchanges between the parties is that Ms CR’s agreement to delay filing proceedings was a concession provided on the basis of clear expectation that a complaint would be promptly filed.

[77] In circumstances where the terms of the arrangement reached were imprecise, there is little merit in endeavouring to postulate what a “reasonable” timeframe would have been for Ms CR to refrain from filing, but I am satisfied that the decision to file at the end of January could not be seen as unreasonable or at odds with the consistent indication she had given of an expectation that the complaint would be

filed promptly. I am quite satisfied that no undertaking was breached, nor do I consider that in electing to file when she did, Ms CR was being discourteous to Mr VM.

[78] Mr VM argues that if a finding is made that Ms CR had breached an undertaking provided, this could properly lead to orders being made that Ms CR withdraw the proceedings filed in the District Court and that she be compelled to submit to the jurisdiction of the Disputes Tribunal.

[79] As has been noted at [26] above, the LCRO has no jurisdiction to direct that proceedings be withdrawn from the Court, but in any event, I do not accept Mr VM's argument that his daughter has been disadvantaged by Ms CR's election to pursue recovery proceedings in the Court.

[80] Once Ms CR became aware that a complaint had been filed, the District Court proceedings were put on hold, pending resolution of the fees complaint. There was no disadvantage to Ms VM.

[81] Regrettably, it took considerable time for the initial complaint to be resolved, but once the fee dispute had been determined in Ms CR's favour, it was inevitable that Ms CR would seek to reactivate the Court proceedings that were on foot. In doing so, she was doing no more than exercising a remedy legitimately available to her.

[82] Ms CR suggests that the complaints process has been used with a cynical purpose in an effort to frustrate her ability to recover her fees. She sees this review application as a transparent attempt by Mr VM to try to shift the proceedings into the Disputes Tribunal, rather than to have the proceedings determined in what she considers to be the appropriate forum of the District Court.

[83] I pass no comment on that, but simply note that argument as to whether the Disputes Tribunal or the District Court was the appropriate forum to further consider these matters are properly left for those jurisdictions, and are not matters to be determined by the LCRO.

[84] The simple focus for this review, as has been noted, is the question as to whether Ms CR had breached an undertaking provided.

[85] Having carefully considered all the evidence, and having had opportunity to hear from Mr VM, I am satisfied that no professional breach was committed by Ms CR when she elected to file proceedings in the District Court.

[86] I agree with the Committee's determination at paragraph [8] of its decision, where it noted that:

Nothing that occurred in 2014 can possibly lead to conclusion that Ms CR should withdraw District Court proceedings to recover her fees and withdraw any objection to the Disputes Tribunal proceedings filed by Ms VM.

Decision

Pursuant to s 211(1)(a) of the Lawyers and Conveyancers Act 2006 the decision of the Standards Committee is confirmed.

DATED this 31st day of July 2017

R Maidment
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 VM as the Applicant
Ms CR as the Respondent
[Area] Standards Committee
The New Zealand Law Society