LCRO 93/2013 & 338/2013

CONCERNING	an application for review pursuant to section 193 of the Lawyers and Conveyancers Act 2006
AND	
CONCERNING	a determination of the Standards Committee [A] and Standards Committee [B]
BETWEEN	**MR AE** Applicant
AND	**AN APPLICATION FOR REVIEW OF A PROSECUTORIAL DECISION**

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

Introduction

[1] Mr AE has applied for a review of two determinations, one by Standards Committee [B] and the other by Standards Committee [A]. Both determinations resolved to lay charges against Mr AE before the Lawyers and Conveyancers Disciplinary Tribunal. The determination of Standards Committee [B] followed an investigation pursuant to s 130(c) of the Lawyers and Conveyancers Act 2006 (an own motion investigation), whilst the determination of Standards Committee [A] followed a complaint by the [Bank].

[2] The determination of Standards Committee [A] included a discussion of the issues and contained a summary of the reasons for the Committee's determination whilst the determination of Standards Committee [B] recorded only the resolution to refer matters to the Tribunal and contained no discussion or reasons.

The determination of Standards Committee [B] – no reasons

[3] The decision by Standards Committee [B] to issue a determination which contained only the resolution to refer matters to the Tribunal without including any

discussion or reasons is in accordance with the provisions of s 158 of the Lawyers and Conveyancers Act 2006, and the judgment of the Court of Appeal in *Orlov v NZLS.*[1] However, this presents something of a dilemma on review, as this Office is required by s 213(2) of the Lawyers and Conveyancers Act to provide reasons for its decision. In addition, the High Court held in *Deliu v Hong*[2] that the LCRO was in error when she directed herself that the question on review was whether the Standards Committee determination was one which was open to it to make. Instead, the Court held that a Review Officer must reach his or her own view of the evidence before him or her.[3] The Court however recognised that "[i]t was particularly problematic when the Standards Committee did not provide full reasons for its decision, so that the Review Officer had to attempt to deduce those reasons".[4]

[4] In the present instance, Standards Committee [B] has provided no reasons at all for its decision. If Standards Committees choose to adopt this approach, and further, decline to participate in the review, they must accept that they are effectively leaving the decision to this Office as to whether or not there are reasons to place the matter before the Tribunal. That is the choice of the Standards Committee.

[5] Section 204 of the Lawyers and Conveyancers Act does give the LCRO the power to request a Standards Committee to provide reasons for its determination but that is at the discretion of the LCRO.

[6] In addition, Standards Committee [B] has not yet laid charges against Mr AE. Section 154 of the Act provides:

> (1) If a Standards Committee makes a determination that the complaint or matter be determined by the Disciplinary Tribunal, the Standards Committee must-
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> (a) frame an appropriate charge and lay it before the Disciplinary Tribunal by submitting it in writing to the chairperson of the Disciplinary Tribunal; and
> (b) give written notice of that determination and a copy of the charge to the person to whom the charge relates; and
> (c) if the determination relates to a complaint, give both written notice of that determination and a copy of the charge to the complainant.

[1] *Orlov v NZLS* [2013] NZCA 230 at [54](f).
[2] *Deliu v Hong* [2012] NZHC 158 at [43].
[3] Above n2 at [41].
[4] Above n3 at [42].

[7] Previously, where a Standards Committee has provided reasons for a determination to lay charges, this Office has recognised that it was a pragmatic approach to defer issuing the charges until a review by this Office was complete.[5] However, if no reasons are to be provided, then Standards Committees will need to consider laying and serving the charges before the period within which a review application must be lodged, so that the lawyer is properly informed as to the nature of the charges that he or she will face before the Tribunal.

Background

[8] In June 2011 Mr AE received an email from a person calling herself Ms GR, requesting his assistance to process payments to be made by her former husband to her pursuant to a "collaborative law" agreement. She advised that the lawyer who had acted for her in entering into the agreement had retired and was then based in [the UK].

[9] She advised that she required the services of a lawyer because her ex husband wanted to have a record of the payments that he was about to make pursuant to the agreement and requested Mr AE to send her his "retainer procedure".[6]

[10] Mr AE did not know Ms GR and he advises that her enquiry probably arose through his website.

[11] Mr AE responded and requested Ms GR to provide her physical address. He also advised:[7]

> Once we settle the procedural matters your ex husband can transfer money to our trust account and we will consequently transfer the funds to you in accordance with your instructions.

[12] Ms GR responded and provided an address in [Asia] following which Mr AE prepared his letter of engagement in which he noted:[8]

> You have instructed us in a family matter related to the collaborating law principal agreement and settlements due under of the said agreement.

He also advised that his fee would be 10% of the funds transferred.

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[5] See *FF v* WSC2 LCRO 23/2011 at [59].
[6] Email GR to AE (8 June 2011).
[7] Email AE to GR (8 June 2011).
[8] Letter of Engagement dated 10 June 2011.

[13] On receipt of the signed letter of engagement agreeing to its terms, Mr AE provided Ms GR with his trust account details.

[14] On 23 August 2011, a cheque drawn on [UK bank] for €150,000 arrived in Mr AE's office. Mr AE opened a foreign currency trust account with the [bank] and deposited the funds into that account. He advised Ms GR that the cheque had arrived and on 29 August 2011 she instructed him to deposit the funds payable to her in an account in the name of [Account name] with [Asia Bank] in [Asia].

[15] On Friday 2 September 2011 Mr AE was advised by the bank that the cheque had cleared but that the funds would not be available until the following Monday due to a technicality. On Monday 5 September 2011, the bank confirmed that all was in order to pay out against the cheque. Mr AE then proceeded to disburse the funds by transferring payment of his account to his business account and the balance to the bank account nominated by Ms GR.

[16] On 7 September 2011 the bank informed Mr AE that the cheque had been forged and requested repayment of the amount that Mr AE had received by way of fees as well as seeking information from Mr AE as to the identity of his client to assist the bank in recovering the funds.

[17] Mr AE declined to repay the funds and also declined to provide any details of his client to enable the bank to make contact with her.

The own motion investigation

[18] In October 2011 the NZLS inspectorate conducted a review of Mr AE's firm's trust account, being a scheduled review following the establishment of the firm by Mr AE. One of the matters touched on in the Inspector's report was the transaction involving Ms GR. In his report the Inspector said:

> It would appear that you were the victim of a fraud when you were instructed by a client, [Ms GR], to collect monies from her estranged husband in relation to a matrimonial settlement agreement. At some stage in August you received €150,000.00 which you placed into a Euro foreign currency account with your bank under the name of [Account name]. You advise that in early September the bank instructed you that the funds were cleared and as a result you transferred from the foreign currency account into your trust account the sum of $24,658.79 which represented your fees in the transaction and the balance of €134,926.41 was paid to your client to a bank in [Asia]. Shortly thereafter you were advised by the bank that the payment had been dishonoured and as a result the bank reversed the

> transaction in your foreign currency account so that as at 8 September 2011 there was a debit balance of €150,042.34.
>
> Technically speaking this foreign currency account was a trust bank account and as such under the Regulations should never be overdrawn. I realise that the reason the account is overdrawn is beyond your control and that you and the bank are victims of a fraud. You pointed out to me that you have not suffered a financial loss as the loss is the banks. No doubt that is a matter that needs to be sorted out between you and the bank. I do note at the moment that you have retained the fee which you drew down from this account and it could be argued that you have enriched yourself at the banks expense. I suspect that this is matter that the bank will also take up with you in the not too distant future. I have no knowledge of the banking laws and I have no knowledge as to what extent you have experience in these matters but I suggest that you may need to consult a practitioner who has extensive knowledge in banking laws in case the bank looks to make a claim against you. I raise this matter really to put you on notice that there may be ongoing action in relation to this transaction as I am sure the bank will not simply drop it. I also noted that on 30 September 2011 the bank debited this account with debit interest of €1,749.44. The bank may continue to debit this account on a monthly basis and I suggest it would be in your best interest to try to resolved (sic) this issue with the bank at an early stage rather than let it drag on and perhaps be more costly to you than you anticipated.

[19] That report was considered by Standards Committee [B] which determined pursuant to s 130(c) of the Lawyers and Conveyancers Act to conduct an investigation into the matter. The letter giving notice of the investigation expressed the issue in this way:[9]

> That [Mr AE] received a forged bank cheque from [UK Bank] to the amount of €150,000. This was put into a foreign currency account and when [Mr AE] had received confirmation that the cheque had cleared, [he] transferred $24,658.79 to [his] trust account which represented fees and transferred €134,926.41 to a bank in [Asia].

[Bank] complaints

[20] After Mr AE declined to co-operate with the [Bank], the bank lodged a complaint with the Complaints Service in April 2012. It raised concerns with the following aspects of Mr AE's conduct:

[9] Notice of Hearing dated 4 April 2012.

- Whether Mr AE had properly identified his client as required by the Financial Transactions Reporting Act 1996 (FTRA);
- Mr AE's lack of assistance in the recovery of the funds, citing client confidentiality; and
- Mr AE's failure to repay the amount transferred to his business account in payment of his fees.

The Standards Committees' investigation and determinations

[21] Standards Committee [B] expected that the [bank] complaint would also be referred to it, and therefore deferred determining the own motion issues so that all matters could be dealt with together. However, the [bank] complaint was referred to Standards Committee [A] which proceeded to consider the matter and issued its determination on 5 March 2013.

[22] The issues identified by Standards Committee [A] for its consideration were:[10]

- Whether Mr AE failed to properly identify his client as required by the FTRA, and if so, whether this amounts to a breach of professional standards.
- Whether Mr AE failed to assist [bank] in the recovery of funds, and if so, whether this failure amounts to a breach of professional standards.
- Whether Mr AE's retention of funds in the sum of $24,658.79, his fees in relation to the allegedly fraudulent transaction at issue, amounts to a breach of professional standards.

[23] In respect of each matter the Committee determined:[11]

- The allegations that Mr AE was, in this transaction, a 'financial institution' for the purposes of the FTRA and that he breached the FTRA by failing to adequately verify the identity of his client, are sufficiently serious that, if proven, they would amount to misconduct. A finding of misconduct is a finding which only the New Zealand Lawyers and Conveyancers Disciplinary Tribunal ("the Disciplinary Tribunal") has jurisdiction to make. Accordingly, a referral to the Disciplinary Tribunal is appropriate in the circumstances. The Committee **determines** pursuant to s 152(2)(a) of the Act that this aspect of the alleged conduct be considered by the Disciplinary Tribunal.

[10] Standards Committee determination dated 5 March 2013 at [12].
[11] Above n10 at [18] [23] & [28].

- The Committee found that this issue was so closely connected to the first issue for consideration that it too should be referred to the Disciplinary Tribunal. The Committee noted that the outcome of this issue may to a certain extent be dependent on whether or not the funds were obtained in breach of the FTRA. Accordingly, the Committee **determines** pursuant to s 152(2)(a) of the Act that this aspect of the alleged conduct be considered by the Disciplinary Tribunal.

- The Committee expresses no view on the merits of this aspect of the complaint. Instead the Committee **determines** to take no further action, pursuant to s 152(2)(c) of the Act, on the basis that the propriety of Mr AE's fee, and by implication his ability to retain that fee, is already being dealt with by Standards Committee [B].

[24] That determination was provided to Standards Committee [B] when it met to consider the own motion investigation and the Committee in turn, issued its own determination on 10 October 2013.

[25] The notice of determination of Standards Committee [B] recorded:

> After inquiring into the matter on file [X] and conducting a hearing on the papers, the Standards Committee **determined** that the matter and any and all issues involved in the matter be considered by the Lawyers and Conveyancers Disciplinary Tribunal pursuant to section 152(2)(a) of the Lawyers and Conveyancers Act 2006.
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> The Committee further **resolved** to direct that its prosecution determination be published to [Bank] in-house Counsel Mr [GU] for his information.

The role of the LCRO

[26] The role of this Office, when considering a review of a decision to lay charges against a practitioner before the Lawyers and Conveyancers Disciplinary Tribunal, was the subject of comment by the Court of Appeal in *Orlov.* In the first instance, the Court accepted that "there is now oversight of the referral decision by the independent LCRO".[12]

[27] In its judgment, the Court also found that there was no threshold test to meet before matters could be referred to the Tribunal.[13]

[12] Above n1 at [54](d).
[13] Above n1 at [53].

[28] Part of the Court's reasoning was that the threshold test which previously existed under the Law Practitioners Act 1982, was no longer necessary as it was now met by other means. Part of the other means is the role that this Office plays in reviewing decisions to refer matters to the Tribunal. The Court said that:[14]

> The protection to the practitioner once afforded by the threshold test [in the Law Practitioners Act] is thus now met by other means. The oversight of the LCRO should also assist in protecting the resources of the Tribunal and prevent it from being overwhelmed by petty or trivial cases.

[29] Mr [EF] (for Mr AE) argued that it was therefore the role of this Office to apply a de facto threshold test. I do not agree that the factors to be considered by this Office amount to the same as the threshold test enunciated by Heath J in the High Court,[15] but nevertheless I concur with Mr [EF] when he submitted that the role of this Office plays a part in protecting practitioners from unwarranted prosecution, and in protecting the resources of the Tribunal.

[30] Protection of a lawyer from unwarranted prosecution before the Tribunal was inherent in the comments of Panckhurst J in *M v Wellington Standards Committee (No 2)* where he noted that "it must be recognised that the decision to lay charges, as opposed to utilising the internal disciplinary powers of the committee, impacts upon the practitioner concerned in terms of time, expense and the potential outcome".[16]

[31] In fulfilling the role required of it, this Office has proceeded with caution when considering whether or not to interfere with a determination by a Standards Committee to refer a matter to the Tribunal. In *FF v* WSC2 LCRO 23/2011[17] I referred to the principles which Review Officers have had regard to when addressing this question.

> [49] [Previous LCRO cases] have identified the principles set forth in the various Court decisions where a decision to prosecute might be revisited. These include situations in which the decision to prosecute was:
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> (a) significantly influenced by irrelevant considerations;
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> (b) exercised for collateral purposes unrelated to the objectives of the statute in question (and therefore an abuse of process);
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> (c) exercised in a discriminatory manner;
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> (d) exercised capriciously, in bad faith, or with malice.

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[14] Above n12.
[15] *Orlov v NZLS* (No 8) [2012] NZHC 2154, [2013] 1 NZLR 390 [63] to [82].
[16] *M v Wellington Standards Committee* (No 2) [2013] NZHC 1037 at [12].
[17] Above n5.

> [50] In addition, it was noted in the *Rugby* decision that "if the conduct was manifestly acceptable then this might be evidence of some improper motivation in the bringing of the prosecution".
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> [51] While I do not necessarily agree that this might constitute evidence of some improper motivation in the bringing of the prosecution, I do agree that the decision to prosecute should be set aside if the conduct was manifestly acceptable.

[32] Whilst it is acknowledged that these principles are not necessarily exhaustive, they do form the basis on which a review of a determination to refer a matter to the Tribunal will proceed, and that is not altered by the judgment of the Court in *Orlov*.

Should Mr AE's conduct be referred to the Tribunal?

[33] The [Bank] alleges that Mr AE failed to properly identify his client in breach of the FTRA. Mr [EF] argues that the FTRA does not apply to lawyers, and while I do not agree with that,[18] the issue is, that it is not the role of the disciplinary process, whether it be the Standards Committee, the LCRO or the Tribunal, to determine whether or not the FTRA has been breached. The FTRA creates offences for which penalties are imposed. Any alleged breach is to be reported to the New Zealand Police who will prosecute a lawyer before the Court if they consider that a breach has occurred.

[34] It is not the role of a Standards Committee to prosecute a lawyer in a different forum for an alleged breach of the FTRA, and to seek alternative penalties for breach.

[35] I acknowledge that it is the role of the lawyer to uphold the rule of law[19] but any breach of the law should first be determined in the proper forum for making that decision. If the Court decides that there has been a breach of the FTRA, then clearly the matter can be referred back to the Standards Committee for reconsideration.

[36] In passing, I note also, that there are no separate provisions in the Trust Account Regulations[20] which echo the requirements of the FTRA, and the issues which that Act seeks to address remain to be dealt with in terms of that Act.

[37] I therefore consider that this is not a matter that should be referred to the Tribunal and in terms of the approach adopted previously by this Office, I consider that the determination of the Standards Committee to do so was in this instance premised on an irrelevant consideration.

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[18] Lawyers Trust Accounting Guidelines 6 November 2008 at para [8.6].
[19] Lawyers and Conveyancers Act (Lawyers: Conduct and Client Care) Rules 2008, Rule 2.
[20] Lawyers and Conveyancers Act (Trust Account) Regulations 2008.

[38] Standards Committee [B] also considered this issue in terms of Rule 11.4 of the Conduct and Client Care Rules as to whether or not Mr AE had taken all reasonable steps to prevent a fraud being perpetrated through his practice. I agree that Mr AE should have been on high alert when a person for whom he has not acted before sent an email requesting that he receive funds into his trust account, and then instructed him to remit them to a bank account in [Asia]. However, Mr AE properly requested the bank to confirm if it was in order to pay out against the cheque before making payments as directed by his client. If he had not taken this step then it would have been he who would have carried the consequences.

[39] The Standards Committee suggested that he should have taken further steps to establish his client's identity, such as requesting a certified copy of a passport. Unless Mr AE was able to compare the passport photo with a person before him, I am unsure how receiving a certified copy of a passport would have assisted Mr AE to establish the identity of Ms GR.

[40] As far as Mr AE was concerned, at the time, there was no fraud. The funds had been received and banked, and he had confirmation that the cheque had cleared. He therefore had met his obligations in terms of Rule 11.4.

[41] Rule 11.4 provides that "a lawyer must take all reasonable steps to prevent any person perpetrating a crime or a fraud through the lawyer's practice." However, the Notice of Hearing sent to Mr AE, referred only to whether Mr AE had breached the Rule by failing to take all reasonable steps to prevent a <u>fraud</u> being perpetrated thorough his practice and it must be assumed that the Committee intentionally omitted reference to taking steps to prevent a <u>crime</u> being perpetrated through his practice. Consequently Mr AE has not addressed that issue.

[42] The initial reaction to Mr AE's conduct is that he was careless and/or opportunistic following the approach from Ms GR. As noted above, it would be expected that a lawyer who receives an unsolicited email from a person who resides overseas and who wishes to transmit funds to the lawyer's trust account, and then to have them paid out to an overseas bank account, would be on high alert to the possibility that he was facilitating money laundering. All Mr AE did was to ask for a physical address, the purpose of which is unclear as he took no further steps to verify Ms GR's identity.

[43] Some further cynicism might be expected, when it is learned that Mr AE had charged a fee of some $25,000, essentially for receiving the funds, crediting them to the firm's bank account, and then remitting the funds to another account overseas.

[44] However, this issue was not the focus of the Standards Committee investigation. The letter from the Committee dated 15 February 2012[21] identified a concern relating to the fact that the cheque was forged, and the first Notice of Hearing reflected that concern. A second Notice of Hearing was issued to more properly reflect the Committee's concerns, but again, the reference is to Mr AE failing to take steps to prevent a fraud being perpetrated through his trust account, rather than evidencing any concerns that Mr AE was facilitating money laundering.

[45] With no reasons, or input from the Committee to this review, I can only conclude that this issue was of no concern to the Committee. I also note that the report from the Audit Inspector did not express any concerns in this regard.

[46] The question on review, is whether or not the matter should be referred back to the Committee for it to consider this aspect. However, I can not be sure that the Committee did not consider and reject this aspect, and in addition, I consider that it would be unfair to expose Mr AE to a further investigation when the opportunity existed for this aspect to be investigated by the Committee, but it chose not to.

[47] In all the circumstances, I do not consider that the matter should be referred back to the Committee for it to consider the matter from this perspective. I do not overlook the fact that Mr AE remains exposed to a Police investigation.

[48] The second part of the bank's complaint was that Mr AE failed to cooperate with the bank to assist it to recover its funds. While s 19 of the FTRA provides that a lawyer's trust account is not a privileged communication for the purposes of the FTRA, privilege and confidentiality otherwise remains, and Mr AE was bound to protect his client's confidential information, which included her identity and address. Mr AE could not be asked to breach confidentiality purely on the strength of what he was being told by the bank. If it turned out that the bank was wrong, he could have been taken to task by his client.

[49] In this instance, I consider that Mr AE's conduct was manifestly acceptable. In addition, I note that the grounds on which Standards Committee [A] determined that this matter should go before the Tribunal, is because it was closely connected with the

[21] Above at [19].

first issue, and having reached the view that the first issue should not be so referred to the Tribunal, the present issue should follow.

[50] The next matter considered by both Committees, related to Mr AE's fee. The issue before Standards Committee [A] was whether he should return the funds to the bank, whilst the issue before Standards Committee [B] was whether the fee was a conditional fee agreement which complied with Rules 9.8 to 9.12 of the Conduct and Client Care Rules, and was a fair and reasonable fee in terms of Rules 9 and 9.1.

[51] The complaint by the bank was that Mr AE was retaining the fee in the face of allegations that the cheque was forged. The issues considered by Standards Committee [B] (that the fee was not fair and reasonable) are somewhat odd, as there was of course no complaint by Ms GR. Mr [EF] rightly submits that the fee charged by Mr AE was not charged in accordance with a conditional fee agreement as that term is defined in s 333 of the Lawyers and Conveyancers Act. That section refers to fees charged for advocacy or litigation services, and Mr AE was not providing these.

[52] The determination under review is a determination to refer matters to the Tribunal. In the peculiar circumstances of this matter, where the complaint is not being made by the client, I do not consider that this is a matter which should go before the Tribunal. The issue then is whether or not it should be referred back to the Standards Committee to reconsider. In this regard I do not think the resources of the Complaints Service should be expended in considering this matter further.

[53] The real complaint that was before Standards Committee [A] is that the bank considered Mr AE should repay the funds retained by him on account of his fee. The bank indicated that it intended to seek recovery through the courts. It is not clear whether or not it has abandoned that option. In any event it was an option open to it to pursue and I consider that would be the correct option if it wishes to recover the funds. At this stage, there are no grounds on which a finding of unsatisfactory conduct could be made and in any event, if Mr AE were ordered to cancel the fee, who should he repay it to? If he cancelled his fee, his trust account would have a credit balance for his client Ms GR and what authority would he have to make payment to anyone else?

[54] In the circumstances, I do not consider this is a matter which should be pursued through the complaints process.

[55] Finally, there is a need to make comment on paragraph 19 of the determination by Standards Committee [A] in which the Committee states:

> [The [Bank]] noted that while Mr AE had asserted client confidentiality in being unable to disclose the identity of his client and the circumstances surrounding the payment, this has made it difficult for the bank to investigate recovery of the funds or **confirm that Mr AE is unconnected with the receipt of the onward payment of client funds.** (Emphasis added)

[56] This comment seems to be a suggestion that the bank has raised a question as to whether or not Mr AE was part of a scheme to defraud the bank. This also is an odd suggestion. It was Mr AE who was the subject of a potential scam in that if he had paid out against the cheque without confirming with the bank that the cheque was in order, he would have suffered considerable loss. On the contrary, he banked the cheque and requested to be advised when it cleared. He made no attempt to persuade the bank that the cheque was in order and any alleged fraud against the bank relied completely on the bank accepting the cheque for payment. The fact that it's own internal checking did not recognise the cheque as having been forged before advising Mr AE that he could pay out should not be visited on Mr AE.

[57] This is certainly not an issue that should be within the purview of the Tribunal. If the bank considers Mr AE was part of the scheme, it should put its allegations to the Police being the proper authority to consider any such allegations, and if they are satisfied that Mr AE should answer any such allegation, that is a matter which should be the subject of proper investigation and prosecution for a criminal offence.

Summary

[58] Having determined that the Tribunal should consider the alleged breach of the FTRA, the Committees then determined that all related issues should also be considered by the Tribunal. I have come to the view that the Standards Committee misdirected itself with regard to the alleged breach of the FTRA and that the Tribunal should not be asked to address this question. Consequently, it follows that none of the related questions should be put before it either. I have reached my view that the determinations should be reversed for the reason that the Committee was influenced by irrelevant considerations, and also that the resources of the Tribunal should not be expended on issues which are properly a matter for the Police and the Courts.

[59] The decision to reverse both determinations is made therefore on the basis of the grounds commonly referred to by this Office for interfering with the Committees' discretion, and on the basis referred to by the Court of Appeal in *Orlov* (although the issues are not petty or trivial).

[60] Having reversed the determinations to lay charges, it then remains to consider whether or not the matters should be referred back to the Committees for reconsideration of any of the issues. All of the matters referred to by the Committees arise from the events surrounding the receipt, clearance and payment out of the cheque. They are matters which should be considered by the Courts either by way of a prosecution by the Police, or in the civil courts if the bank pursues recovery from Mr AE. There is nothing therefore that remains to be reconsidered by the Committees, and in the circumstances I do not intend to refer any issue back to either of the Committees for reconsideration.

Decision

Pursuant to s 211(1)(a) of the Lawyers and Conveyancers Act 2006, the determinations of Standards Committee [B] and Standards Committee [A] are reversed and in lieu thereof I order, pursuant to ss 211 (1)(b) and 138 (1)(f)(in respect of the complaint by the [Bank]) and s 138 (2) in respect of the own motion investigation, that no further action be taken in respect of these matters.

DATED this 11th day of March 2014

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O W J Vaughan

Legal Complaints Review Officer

In accordance with s 213 of the Lawyers and Conveyancers Act 2006 copies of this decision are to be provided to:

Mr AE as the Applicant
Mr M as a related person or entity
Standards Committee [A] & [B]
The New Zealand Law Society