NEW ZEALAND LAWYERS AND CONVEYANCERS DISCIPLINARY TRIBUNAL

[2023] NZLCDT 12
LCDT 009/20

IN THE MATTER	of the Lawyers and Conveyancers Act 2006
BETWEEN	**CENTRAL STANDARDS COMMITTEE 3** Applicant
AND	**EDWARD ALEXANDER HUNT** Practitioner

CHAIR
Ms D Clarkson

MEMBERS OF TRIBUNAL
Ms G Phipps
Ms J Gray (present by remote participation)
Ms M Noble (present by remote participation)
Prof D Scott (present by remote participation)

Practitioner attended remotely due to ill health

HEARING 30 March 2023

HELD AT Tribunals Unit, Wellington (partly remote, partly in-person)

DATE OF DECISION 28 April 2023

COUNSEL
Mr T G Bain and Mr J Garden for the Standards Committee
Ms A Cupples for the Practitioner

DECISION OF THE TRIBUNAL ON PENALTY

The perils of acting for both parties

[1] This case concerns the difficulties that can be faced by a lawyer in a smaller urban centre when requested to act for both parties in a transaction.

[2] The principle that emerges from an examination of Mr Hunt's conduct and past practices, is that, when faced with the possibility of acting for more than one party to a transaction, a lawyer must proceed with extreme caution and consult and meticulously observe the rules on conflicts.[1]

[3] Mr Hunt admitted four charges, two of misconduct and two of unsatisfactory conduct, arising out of his representation of the purchasers (and vendor) in a commercial transaction, and in which he failed to observe the principle just described.

[4] The hearing, therefore, focused on what would be a proportionate penalty for Mr Hunt, who is now retired and in poor health.

Issue for determination

[5] Because there was an agreed summary of facts and common ground on penalty principles, the major issues for determination were:

1. Where this matter fitted in the spectrum of professional misconduct; and

2. What penalty would be consistent with previous similar cases.

Context

[6] The agreed summary of facts is annexed as Appendix A to this decision. In brief, Mr Hunt saw himself as helping out the complainants when their lawyer, late in

[1] Lawyers and Conveyancers Act (Lawyers: Conduct and Client Care) Rules 2008 (the Rules), cl 6.1.

the piece, was unable to act. He claimed to act for them only on the financing part of the transaction.

[7] However, his failures were found by the District Court Judge who heard the civil claim later brought by the complainants, to be widespread and serious. His Honour found the retainer to be much broader than claimed by Mr Hunt. We do not have to come to a separate conclusion on this issue because the District Court decision has been accepted by Mr Hunt.

[8] Mr Hunt accepts he was reckless in not clarifying the exact nature of his retainer with the complainants.

[9] There were matters which were omitted from the agreement for sale and purchase and which the complainants believed were subject to verbal agreements, of which Mr Hunt says he was unaware. These were to prove significant later, when the business purchased by the complainants from Mr Hunt's vendor client, failed.

[10] Mr Hunt did not sufficiently explain the finance and security documents to the complainants and did not keep a proper record of the meeting at which they signed them. Mr Hunt says he did not fully explain the personal guarantees for the vendor finance because he considered them to be beyond his retainer.

[11] Mr Hunt rendered an invoice which went beyond the mere financing aspect of the transaction, and covered matters concerning advice on the agreement for sale and purchase itself. The complainants did not pay Mr Hunt's invoice and when they went to another lawyer and requested their file, he refused to provide it.

[12] The failed business resulted in the complainants being sued by the vendor for the outstanding balance of vendor finance. The complainants joined Mr Hunt as a party and claimed that he had acted in a conflict of interest and had failed to properly advise them. The complainants succeeded in their claim against the practitioner and recovered over $333,000.

[13] The second area of conduct under consideration was Mr Hunt's failure to pay a fine which had been imposed on him in March 2017 by the Gisborne Standards Committee. This fine was as a result of a finding of unsatisfactory conduct when

Mr Hunt had acted for vendor and purchaser in a proposed property transaction without obtaining prior informed consent. This was in breach of rr 6.1 and 3.4 of the Rules.

[14] The fine was not paid by Mr Hunt, despite a number of requests, until May 2019. He failed to engage satisfactorily with the Standards Committee in relation to that matter.

Penalty principles

[15] There was general agreement as to the purposes and principles to be applied: the purpose of penalty in disciplinary proceedings is not primarily punitive but concerns public protection and the upholding of appropriate professional standards.

[16] In imposing penalty, the Tribunal must have regard to rehabilitation prospects of the practitioner; consistency with other cases; and imposing the least restrictive penalty that is warranted in the circumstances. General and specific deterrence must also be taken into account in order to satisfy the principle of upholding professional standards and thereby maintaining the public's confidence in the profession.

[17] Having established where on the continuum of seriousness of misconduct the particular instance falls, the Tribunal then must consider aggravating and mitigating features.

Seriousness of conduct

[18] Mr Hunt's counsel sought to persuade us that the practitioner's fault arose out of last minute instructions and a wish to accommodate both parties, who were very keen on having this transaction proceed.

[19] However, the Standards Committee points to the fact that Mr Hunt's acting where there was a conflict of interest between clients, is a pattern of conduct in that there was a previous finding of unsatisfactory conduct in March 2017 for very similar behaviour. Thus, they submit, this cannot be seen as "an isolated lapse in judgement".

[20] As submitted by Mr Hunt's counsel, the conduct was not prompted by self-interest, nor did it involve any dishonesty or deception on his part.

[21] His invoice was never paid and responsibility for the losses suffered by the complainants was sheeted home to the practitioner in the civil action against him.

[22] The Tribunal has always found that acting in a situation giving rise to a conflict of duties to clients is a serious offence. However, we accept that this is not at the highest end of the continuum of culpability.

[23] In relation to the failure to pay the fine imposed on him by the Standards Committee, the Tribunal regards any breach of a disciplinary order as serious. However, we do take into account that the practitioner appears to have been confused about whether he had filed a review application in relation to the decision. We also take into account that the order was complied with in advance of these proceedings.

Aggravating factors

[24] The Standards Committee submits that the harm done to the complainants is the "primary aggravating factor". Counsel for the practitioner accepts that it is an aggravating factor but urges that this be seen in proportion to the overall outcome, given that they were "…almost five years ago, fully compensated for 100 per cent of losses claimed in the District Court proceedings". We accept that submission.

[25] The aggravating feature, from the Tribunal's point of view, is the previous disciplinary history of this practitioner. Not only is there the unsatisfactory conduct relating to another conflict situation, but there are also two further adverse findings against the practitioner in 2010 and 2013 respectively.

Mitigating factors

[26] As is accepted by the Standards Committee, the practitioner has suffered from significant medical problems over the past few years.

[27] There is no doubt that Mr Hunt has been seriously ill at times, and in fact these proceedings have been long deferred on account of his inability to provide instructions because of the seriousness of his condition.

[28] Mr Hunt is now 70 years old, has retired from practice and has no intention to practice again. We give him credit for the fact that as soon as he was medically fit to do so, he acknowledged the charges and negotiated, via his counsel whom he had responsibly engaged, an agreed set of facts.

[29] A suspension would ordinarily follow conduct of this nature and though academic in the circumstances of a retired practitioner, signals the serious failures that have occurred.

[30] While we would have considered an 18 month suspension period in the absence of these mitigating features, we accept that he ought to be given credit for acknowledgement and acceptance of responsibility and therefore we considered that 15 months' suspension is an appropriate response to this level of misconduct.

[31] We also take account of the fact that this proceeding has been significantly delayed by factors outside Mr Hunt's control, including that it took the Standards Committee 21 months to lay the charges after having determined a referral to the Tribunal.

[32] We are conscious that this prosecution is his last interaction with his professional body which is a regrettable end to his years of service.

[33] We also acknowledge that, living as Mr Hunt does in a provincial town, findings such as these will have the effect of significant reputational damage. That in itself has a punitive effect for this man who is at the end of a very long career in the law, during which time he provided *pro bono* legal services and other community work. Those services count in his favour.

Penalties imposed in similar cases

[34] We consider that 15 months' suspension is also consistent with other cases involving acting in a conflict of duty situation or where there has been conflict of interests. A number of cases were provided to us by counsel, including the *Ellis* matter[2] where the practitioner was suspended for six months and 12 days.

[2] *Auckland Standards Committee 3 v Ellis* [2018] NZLCDT 25.

[35] A further decision where there was no personal gain but unfortunate consequences for the clients was the matter of *Shi*.[3] In that matter, the practitioner was suspended for 15 months and an order made that Ms Shi not practice on her own account without the consent of the Tribunal.

[36] In the *Williams* matter,[4] where a conflict of interest was involved and the practitioner's actions caused financial loss to the clients, the practitioner was suspended for nine months. In that matter, as in the *Shi* matter, the practitioners had otherwise unblemished disciplinary records.

[37] We also considered the decision of *Mason*.[5] Again this was a practitioner with a very lengthy unblemished record but whose conflict involved a personal benefit, and therefore was seen as more serious than the present matter. On the other hand, the client suffered no loss on that occasion, and a 15 month suspension was imposed on Mr Mason. The suspension also included consideration of the failure to comply with earlier disciplinary orders. All of the offending took place in a cluster after 40 years of practice without any concerns.

[38] In referring to a starting point of 18 months, we have taken into account the breach of the Standards Committee order, which adds to a period of suspension which might otherwise have been imposed.

[39] Other cases cited to us involved the imposition of shorter periods of suspension for breaches of orders (generally found to be misconduct). We note, as highlighted by Mr Hunt's counsel, that the breaches of Standards Committee orders were pleaded to as unsatisfactory conduct, rather than misconduct in this case.

Compensation

[40] On behalf of the complainants, the Standards Committee sought compensation up to the maximum of the Tribunal's jurisdiction of $25,000. Compensation for emotional harm was advanced.

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[3] *National Standards Committee v Shi* [2018] NZLCDT 18.
[4] *Canterbury-Westland Standards Committee 1 v Williams* [2020] NZLCDT 8.
[5] *Auckland Standards Committee 2 and 3 v Mason* [2019] NZLCDT 5.

[41] Compensation for emotional harm was considered in the *Downing* case[6]. In that case the client was left vulnerable by the lawyer, at a very important stage of litigation. She was also bullied and demeaned by the lawyers.

[42] No features of this sort existed in this case, where Mr Hunt intended to be helpful to the clients, but failed to observe his duties. Thus, we do not consider that there was sufficient evidence to justify such a claim.

[43] In addition, since these complainants have already recovered in excess of $300,000 in civil proceedings, we were not satisfied that it was appropriate for us to exercise our discretion on this occasion.

Censure

[44] While this was sought by the Standards Committee, we do not consider it appropriate to impose a censure on an elderly and retired practitioner who has very poor health.

[45] While we wish to signal to other practitioners that any acting in conflict of interest is unacceptable unless strictly in accordance with the prescribed rules, and particularly if a practitioner has already received an adverse finding about such conduct, we do not consider that a censure is the only way of conveying that message of deterrence.

Costs

[46] The Standards Committee costs are in the region of $28,000.

[47] In the light of his cooperation and taking account of the fact that the practitioner is in poor health and has no income apart from national superannuation (with few assets), we propose to order that he contribute 60 per cent of the Standards Committee costs.

[48] As to the Tribunal costs which are ordered against the New Zealand Law Society, these were able to be significantly reduced by a last-minute rearrangement of the hearing to a partially remote one. Having regard to the reduction in the Standards

[6] Nelson Standards Committee v Downing [2022] NZLCDT 21.

Committee costs, we consider that the practitioner ought to reimburse the New Zealand Law Society for 100 per cent of the Tribunal's costs which will be ordered against it.

Summary of orders

1. The practitioner is suspended from practice for a period of 15 months, commencing from the date of the penalty hearing, pursuant to ss 242(1)(e) and 244 of the Act.

2. The practitioner is to pay 60 per cent of the Standards Committee costs of $28,143.89, namely $16,886.33, pursuant to s 249 of the Act.

3. The New Zealand Law Society is directed to pay the Tribunal costs which are certified in the sum of $3,977, pursuant to s 257 of the Act.

4. The practitioner is to repay the New Zealand Law Society the full s 257 costs, as certified, pursuant to s 249 of the Act.

DATED at AUCKLAND this 28th day of April 2023

DF Clarkson
Chairperson

Appendix A

AGREED SUMMARY OF FACTS
Dated 27 October 2022

MAY IT PLEASE THE TRIBUNAL

The Central Standards Committee 3, the General Standards Committee 2 and Edward Alexander Hunt, Retired, of Gisborne, agree as follows:

1. Edward Alexander Hunt (**Mr Hunt**) was admitted as a barrister and solicitor of the High Court of New Zealand in 1998. At all relevant times he held a practising certificate as a barrister and solicitor under the Lawyers and Conveyancers Act 2006 (**the Act**).

Acting for L and C S

2. In June 2015, L S and her husband C S entered into an agreement with LCT Ltd (**LC**) for the sale and purchase of a [redacted] retail business (**the purchase**). The sole owner and operator of LC was P S.

3. The parties entered into an Agreement for Sale and Purchase in June 2015, but this fell through when the S's were unable to obtain the required finance. Mr Hunt did not prepare this version of the Agreement for Sale and Purchase.

4. The parties continued discussions for the purchase in June and July 2015, and agreed on a purchase price of $340,000, comprised of an ANZ Bank loan, a vendor loan and a cash payment.

5. Mr P S engaged Mr Hunt to prepare a new Agreement for Sale and Purchase based on the earlier version. The S's initially contemplated that their usual solicitor, Phil Dreifuss, would act for them on the transaction. However, due to urgency of the matter, Mrs S discussed with Mr Hunt whether his colleague could act for them on the transaction. Mr Hunt agreed that could potentially occur and discussed the conflict provisions that would apply. Mr Hunt suggested that the S's should contact Mr Dreifuss quickly.

6. Mrs S and Mr Hunt continued to exchange emails in August 2015 about the sale. Mrs S made clear to Mr Hunt that she did not want the vendor loan aspect of the Agreement for Sale and Purchase to use any of their assets as security. Mr Hunt provided a draft Agreement for Sale and Purchase and told Mrs S that his instructions (from Mr P S/LC) were for a general security agreement, rather than security over the S's properties.

7. During this time Mrs S emailed Mr Hunt with queries about the agreement. This included an exchange between Mrs S and Mr Hunt in which he agreed to ask Mr P S about a buy-back condition on the purchase to the effect that Mr P S's company would agree to buy the [redacted] business back for $340,000 if within 10 to 12 months the [redacted] business could not pay the vendor finance. Mrs S noted this was based on a verbal promise by Mr P S.

8. Mr P S instructed Mr Hunt that he did not agree to the buy-back condition, and that he needed personal guarantees from the S's for the vendor loan. Mr Hunt's understanding, as recorded in an undated file note below a note of his conversation with Mr P S, was that he had conveyed these instructions to Mrs S and that she agreed to these.

9. On 19 August 2015 Mr Hunt asked Mrs S if Mr Dreifuss was acting on the transaction. Mrs S confirmed that Mr Dreifuss would be acting for the S's.

The S's retain Mr Hunt

10. On 24 August 2015 Mr Dreifuss told the S's he was no longer able to act for them. Mrs S informed Mr Hunt of this by phone on 26 August 2015. Mrs S asked Mr Hunt if he would act for the S's. Mr Hunt's understanding was that the agreement had been reached in principle and Mrs S was asking for him to act in respect of the ANZ financing only.

11. Mr Hunt explained the potential conflict of interest, the fact he would have to keep both Mr P S and the S's appraised of the ANZ financing and the possibility he would need to stop acting if an issue arose. He then obtained agreement from Mr P S that he could act for the S's in relation to the ANZ Bank financing.

12. Mr Hunt thought it was agreed with both the S's and Mr P S that he would act for the S's only in completing the ANZ financing. Mr Hunt believed he and the S's had the same understanding of the scope of the retainer. In fact, the S's did not share this understanding.

13. Prior to execution of the agreement for sale and purchase by the parties and him applying his own stamp to the agreement, Mr Hunt did not:

    (a) meaningfully verify that the S's fully appreciated the nature and scope of a limited retainer arrangement or the conflict risk and its implications in this context;

    (b) record that the agreed scope of the S's retainer was limited to the ANZ financing; or

    (c) record Mr P S's consent to the S's retainer.

14. Mr Hunt was therefore reckless as to whether his instructions from the S's were deemed to be a general retainer, and whether he was consequently acting for both parties in respect of the business transaction in breach of r 6.1 of the Lawyers and Conveyancers Act (Lawyers: Conduct and Client Care) Rules 2008 (**the Rules**).

Signing of the Agreement for Sale and Purchase

15. On 25 August 2015 Mr Hunt forwarded the agreement, as drafted on the instructions of Mr P S, to Mrs S directly by email. He asked Mrs S to get the original signed copy, or a scanned copy, back to him.

16. On 26 August 2015 LC and the S's entered into the Agreement for Sale and Purchase of the business. Given Mr Hunt had drafted the Agreement according to Mr P S's instructions, the Agreement recorded, amongst other aspects, no turnover warranty by LC, a vendor loan secured by a general security agreement securing all present and after acquired property of the purchasers, and did not contain a buy-back clause.

17. Mr Hunt applied his solicitor's stamp to both the vendor and purchaser boxes on the Agreement.

18. In signing the Agreement the S's were relying on matters they believed were verbal agreements but that were not recorded in the Agreement for Sale and Purchase, and which Mr Hunt says was unknown to him at the time, including:

    (a) An unrecorded cash deposit of $20,000 being included in the purchase price.

    (b) The actual plant and stock not being recorded in the agreement.

    (c) Based on Mr P S's and the S's "word" the S's personal property would not be required as any form of security or at risk in return for the vendor's loan.

    (d) That Mr P S or his company would buy the business back off the S's if they were unable to repay the vendor loan.

19. Mr Hunt subsequently contacted ANZ on behalf of the S's, and acted for ANZ on its loan to the S's company, including by obtaining personal guarantees from the S's and their family trust. Mr Hunt liaised with Mrs S and ANZ in respect of this finance arrangement.

Execution of documents at the S's' home

20. On 30 August 2015 Mr Hunt went to the S's home to have them sign documents relating to the ANZ Bank loan, the vendor finance agreement and assignment of the premises' lease.

21. Mr Hunt failed to keep an accurate record of this meeting.

22. Mr Hunt brought a letter of engagement indicating that his retainer was limited to acting for the S's only in respect of the ANZ Bank financing. Mr Hunt explained this letter and the S's signed it.

23. Mr Hunt then took the S's through the remaining documentation, which included personal guarantees and a guarantee by their family trust to LC in respect of the vendor finance. Mr Hunt did not give the S's detailed explanations of the meaning and importance of these documents because he considered they were outside the scope of his retainer. The S's signed these documents.

24. By failing to ensure the S's were informed of the meaning and importance of the documents they were signing, Mr Hunt breached r 3 of the Rules.

Settlement

25. Settlement of the business was completed on 31 August 2015.

26. Following settlement, Mr Hunt addressed a settlement statement to the S's company, care of his own firm.

Invoice

27. Mr Hunt rendered an invoice to ELCT Ltd dated 30 August 2015. Mr Hunt's fee was $1,750 plus GST and disbursements. The S's never paid the invoice.

28. The S's engaged a new solicitor who requested their file from Mr Hunt in November 2015. In February 2016 Mr Hunt sent an email to the S's solicitors declining to disclose requested files until his costs had been paid and referring to a conversation he had already had with the S's new solicitors. The S's denied seeing this invoice (dated 30 August 2015) before February 2016.

29. The invoice narration included receiving instructions and drafting agreement for sale and purchase of the business, redrafting the agreement, confirming the agreement, dealings relating to the assignment of the lease, executing bank documents, and completing the settlement.

District Court proceedings

30. The S's fell into immediate default in repayment of the vendor finance.

31. This resulted in Mr P S filing a claim in the District Court at Gisborne against the S's and their company in respect of the unrepaid vendor loan. The S's defended the claim and filed a counter-claim. The S's also claimed against Mr Hunt in these proceedings, in that he had acted in a conflict of interest and failed to properly advise or represent them in relation to the verbal agreements not being recorded in the Agreement for Sale and Purchase of the business and general advice regarding the business being purchased pursuant to the Agreement for Sale and Purchase.

32. In the District Court proceedings, Mr Hunt claimed he only acted for Mr and Mrs S in relation to the ANZ financing. In respect of the Agreement for Sale and Purchase, the vendor financing agreements and guarantees, he claimed that he acted solely for Mr P S's company.

33. The District Court Judge rejected significant portions of Mr Hunt's evidence.

34. The District Court Judge found that Mr Hunt's contract of retainer with the S's was to act for them and their company and advise them on the Agreement for Sale and Purchase, the vendor financing documents, as well as the ANZ financing.

35. Contrary to Mr Hunt's evidence, the District Court Judge found that Mr Hunt knew the S's wanted legal advice in respect of the Agreement, knew they had not received that advice from Mr Dreifuss, and knew they were relying on agreements that were not recorded in the Agreement for Sale and Purchase.

36. The District Court Judge found that Mr Hunt did not sufficiently bring the meaning or import of any of the documents he had the S's sign to their attention.

37. The District Court Judge found that it was unlikely the S's would have signed the vendor finance term loan or general security agreements in a personal capacity if Mr Hunt had properly explained to them the effect of the personal guarantees and covenants.

38. The District Court Judge found Mr Hunt liable on a contribution and indemnity basis to the S's for the vendor finance, interest and costs for which they were liable to Mr P S, that is, $150,000 together with interest and costs.

Request for file

39. When Mrs S's solicitors requested Mr Hunt provide the files relating to the S's in November 2015, he responded in February 2016 asserting a lien over the file by seeking repayment of his fees.

40. On 22 February 2016 Mrs S sought release of the file by a request under the Privacy Act 1993. Mr Hunt did not provide the file as he considered the request did not relate to a natural person, and he was entitled to refuse it based on the lien and until his fee was paid.

41. By failing to act on the S's written request for the file, Mr Hunt breached r 4.4.1 of the Rules.

42. The S's ultimately obtained disclosure of the file through the District Court proceedings.

Failure to pay fine

43. On 21 March 2017 the Gisborne Standards Committee found Mr Hunt to be guilty of unsatisfactory conduct, unrelated to the matters referred to above. The conduct that formed the basis of the finding of unsatisfactory conduct was Mr Hunt acting for the vendor and purchasers in a proposed property

transaction without obtaining prior informed consent in breach of r 6.1 of the Rules and without sending either party letters of engagement in breach of r 3.4 of the Rules.

44. The Standards Committee made orders against Mr Hunt as follows:[1]

    (a) that he shall pay a fine of $2,000 to the Law Society;

    (b) that he shall pay $1,000 to the Law Society for the costs and expenses of and incidental to the enquiry and hearing;

    (c) that he undertake training on ethics/conflicts of interest within 6 months of the date of this determination.

45. Mr Hunt did not make timely payments to the Law Society.

46. Mr Hunt was sent an email by the Law Society about his non-payment in May 2017, to which he did not respond. The Law Society sent a follow-up email two weeks later, and was advised by Mr Hunt's colleague that he had applied for a review of the Standards Committee's decision and was awaiting a response from the Legal Complaints Review Officer. The Legal Complaints Review Officer confirmed to the Law Society that the matter was not being reviewed by their office.

47. In June 2017 Mr Hunt applied for a renewal of his practising certificate and declared that he was reviewing a fine order. The Law Society sent follow-up emails to Mr Hunt between June and October 2017, without receiving a response.

48. In November 2017 the Legal Complaints Review Office confirmed Mr Hunt's application for review had not been accepted because it was out of time. Mr Hunt was advised in November 2017 that the matter had been referred to the Lawyers Complaints Service for consideration of an own-motion investigation.

49. In December 2017 the Law Society sent a letter to Mr Hunt, asking him to advise the Law Society of any training he had undertaken in accordance with the Standards Committee's order. Mr Hunt did not respond.

50. In February 2018 the Law Society notified Mr Hunt that an own-motion investigation had been commenced and invited him to provide a response. He did not respond. In March 2018, April 2018, July 2018, and August 2018 the Law Society requested a response from Mr Hunt. No response was received.

51. By failing to comply with the penalty imposed against him by the Gisborne Standards Committee, Mr Hunt breached r 2 of the Rules.

52. By failing to engage with the Lawyers Complaints Service and the Law Society in respect of making payments and the own-motion investigation, Mr Hunt breached r 12 of the Rules.

53. Mr Hunt paid the fine to the Law Society on or about 21 May 2019.

Assessment of conduct

54. In recklessly acting for both parties on a transaction in breach of r 6.1,[2] Mr Hunt's conduct amounted to misconduct.

55. In failing to ensure the S's were informed of the meaning and importance of documents they were signing on 30 August 2015 in breach of r 3,[3] Mr Hunt's conduct amounted to misconduct.

56. In failing to act on the S's written request to uplift his file in breach of r 4.4.1,[4] Mr Hunt's conduct amounted to unsatisfactory conduct.

57. In failing to comply with the penalty imposed against him by the Gisborne Standards Committee or engage with the Lawyers Complaints Service and Law Society in breach of rr 2 and 12,[5] Mr Hunt's conduct amounted to unsatisfactory conduct.

[1] *Gisborne Standards Committee v Hunt* No 14450, 21 March 2017.
[2] See above at [14].
[3] See above at [24].
[4] See above at [41].
[5] See above at [51]–[52].