

LCRO 212/2014

CONCERNING

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

AND

CONCERNING

a determination of the [x] Standards Committee [x]

BETWEEN

RV

Applicant

AND

IP & RM

Respondents

DECISION

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

Introduction

[1] Mr RV has applied for a review of a decision by the [x] Standards Committee [x] dated 10 September 2014, in which the Committee determined that there had been unsatisfactory conduct on his part. That determination resulted in a fine of \$3,000 being imposed on Mr RV, and an order that he pay costs of \$1,500, in both cases to the New Zealand Law Society (NZLS).

Background

[2] Mr IP and Ms RM (referred to collectively for convenience in this decision as the IPs) had decided to sell their property by auction, and had instructed a real estate agent. On 26 November 2013 the agent sent particulars and conditions of sale of real estate by auction (the particulars) to Mr RV's firm (the firm), for the attention of Ms KB. The agent's email referred to the IPs as the firm's clients, and asked Ms KB to check the agreement and advise by 2pm on 29 November whether any alterations were needed. The agent said if she did not hear back, she would proceed with distribution of the particulars.

[3] Ms KB responded to the agent and the IPs. She confirmed to the agent that the legal description was accurate, but otherwise made no comment on the particulars. To the IPs, Ms KB confirmed receipt of the particulars and invited them to check that the chattels were correctly recorded and that there were no GST implications for them on the sale. She pointed out that the particulars currently said that the sale would include GST, and asked the IPs to advise her if the sale should be plus GST. Ms KB did not provide the IPs with any of the information required by rules 3.4 and 3.5 of the Lawyers and Conveyancers Act (Lawyers: Conduct and Client Care) Rules 2008 (the rules), nor does she appear to have opened a physical file for the IPs on the firm's systems.

[4] There is no evidence of any further interaction between the IPs and Ms KB, or anyone else at the firm, until 5 December when Ms CU phoned and spoke to Mr IP. Ms CU's handwritten file note of that call records the following:

To
IP & RM

0274 594410 – IP

HM 377 2392

Spoke to IP 1.52 pm 5/12/13

Offer \$277k

No

\$295K lowest they will accept. otherwise will go to auction.

[5] Ms CU passed the information Mr IP had given her on to Mr RV. Mr RV then told a prospective purchaser that the IPs would not accept \$277,000, but would consider an offer of \$295,000, otherwise they would proceed with the auction process. The prospective purchaser elected not to make a pre-auction offer, but subsequently attended the auction and tendered a successful bid, resulting in an agreement for sale and purchase being entered into with the IPs.

[6] After Ms RM had become aware of Mr RV had passed their preferred selling price on a prospective purchaser, she registered her disquiet at Mr RV's involvement with the agent, saying the firm would not now be instructed.

[7] On 20 December 2013 the IPs made a formal complaint to NZLS, expressing their concerns.

Complaint

[8] The IPs described having retained Ms KB to “oversee the sale” of their property, which was due to go to auction on 12 December 2013. They described Mr IP receiving a call from Ms CU on 6 December, saying she was calling on behalf of Ms KB. The IPs say Ms CU told Mr IP that the firm had received an offer from a prospective purchaser, and asked whether the IPs were interested in a pre-auction sale. They said that Mr IP had rejected the figure put by Ms CU because it was too low, and that Ms CU had then asked what the IPs’ “bottom dollar was”. The IPs say that Mr IP told Ms CU what their preferred sale figure was.

[9] The IPs object to Ms CU having failed to explain that she was “actually calling on behalf of” Mr RV, who the IPs described as “the lawyer to the other party involved”.

[10] The IPs say they had spoken to the agent, and the agent had told them that Mr RV was acting for the potential purchaser and “had informed his client not to bother making an offer due to our preferred sale price being too high”.

[11] The IPs describe being embarrassed, upset and angry with Ms CU for misleading them by not disclosing she was calling on behalf of Mr RV acting for the prospective purchaser. The IPs say they consider the conduct was unethical, and gave rise to a conflict of interest for the firm in acting for both parties to the transaction. The IPs say they believe Mr RV’s involvement jeopardised the sale of the property.

[12] NZLS opened separate complaint files in relation to Ms KB, Ms CU and Mr RV, and notified the firm of each of the complaints.

[13] On 4 February 2014 Ms OV, a co-director in, and a principal of, the firm, responded to the complaint on behalf of Ms KB.¹ She explained that Ms KB had been away on leave at the relevant times, and was unaware of Ms CU’s and Mr RV’s involvement until after she came back. Ms OV said that Ms CU had phoned the IPs because she had had previous dealings with Ms RM in an unrelated matter.

[14] Ms OV said that Ms CU had told Mr IP she was phoning on Ms KB’s behalf, because a prospective purchaser had contacted Mr RV and was interested in exploring whether the IPs might consider a pre-auction offer on the property. She says Ms KB first became aware of Mr RV’s involvement on behalf of the prospective purchasers when she returned from leave on 10 December 2013. By that stage, Ms RM was aware of Mr RV’s involvement, and had eliminated any further involvement by the firm in the sale on the IPs’ instructions.

¹ NZLS complaint file [xxxx].

[15] Mr RV's separate reply to NZLS is dated 5 February 2014, and refers to all three complaint files. He says that the IPs had not engaged the firm to oversee the property sale. He said "there was an indication that the firm may be engaged to complete any conveyancing" after the IPs had entered into a contract, but that "the actual sale process was being managed entirely by the real estate agent". Mr RV says he had no knowledge of any communication between the agent and the IPs.

[16] Mr RV also referred to Ms CU's involvement in phoning the IPs to ask whether they would accept a specified pre-auction figure. He says Ms CU "specifically advised Mr IP that KB was absent from the office before proceeding with my requested enquiry". He does not say whether Ms CU told Mr IP she was asking questions at Mr RV's direction. Mr RV says he relayed to the purchaser the IPs' rejection of the figure proposed, says he asked Ms CU to enquire what amount the IPs would accept, and then informed the potential purchaser what that number was. Mr RV says the prospective purchaser told him she considered the amount the IPs were hoping for was "excessive", and indicated she would attend the auction. He denies having advised the potential purchaser not to bother making an offer. He says she made an offer at auction, entered into an agreement for sale and purchase with the IPs, and is willing to confirm that the IPs' reports of the agent's comments about Mr RV's comments to her do not accord with her recollection.

[17] Mr RV describes his purpose in Ms CU speaking to the IPs as "investigative/informative" of possible pricing. He denies the firm provided any "advice of any type... to either of the firm's potential clients in connection with that". The firm denies acting for the IPs on the sale, or for the purchaser in so far as the conversation on 5 December, or retaining any record of it, is concerned.

[18] However, Mr RV confirms the firm acted for the purchaser as a new client to settle the purchase, after the firm had received a signed copy of the agreement reached at auction. Mr RV describes the nature of the firm's communication with the purchaser before auction as "primarily generic concerning prudent steps... to take pre-auction" and the "brief communication regarding enquiry about and provision of the Vendor's required (pre-auction) price".

[19] The IPs emphasised their concern was that Ms CU had not told them that Mr RV was involved on behalf of a prospective purchaser.

[20] The Committee issued a notice of hearing dated 16 July 2014 setting out four issues of concern to it, including in particular whether Mr RV had contravened rules 8 and 8.1 by disclosing to the prospective purchaser the minimum amount that the IPs

would consider acceptable as a pre-auction offer; and advising the purchaser not to put in a pre-auction offer because it would be unacceptable to the IPs.

[21] Submissions dated 29 July 2014 were filed on behalf of Mr RV by counsel, including the argument that “no solicitor-client relationship had been established” between the firm and the IPs, there had been no discussion concerning a proposed retainer, and “in the event, none resulted”. Counsel repeats: the firm did not act for the IPs on the sale.

[22] With respect to the disclosure of the IPs’ bottom line, counsel argues that information could have been obtained elsewhere and therefore:²

could not be characterised as confidential and could only have that characterisation if it could have been used in some way to disadvantage the position of the vendors. That could not and did not happen.

[23] Counsel submits that the IPs “were informed” at the time of Ms CU’s inquiry that the information would be passed on to the prospective purchaser, so the IPs disclosed with “prior knowledge” that it would be passed on.

[24] As to the IPs’ complaint that Mr RV advised the purchaser not to put in a pre-auction offer because the IPs would not accept it, counsel submits Mr RV denies the allegation, refers to the IPs’ concession that they heard that from the agent (and the evidence is therefore less reliable), and offers verification from the purchaser if required.

[25] Counsel submits there was no contravention of the rules by Mr RV, who denies any wrongdoing, and that whatever the outcome, publication of Mr RV’s name would not be justified. Counsel also contends there is no evidence of the IPs’ position having been damaged or compromised.

[26] The Committee considered the parties’ correspondence, and counsel’s submissions in support of Mr RV. It considered whether the firm acted with a conflict of interest, without the IPs’ informed consent, and whether Mr RV contravened rules 8 and 8.1 by disclosing to a prospective purchaser the minimum amount that the IPs would consider acceptable as a pre-auction offer; and whether he had also advised the purchaser, not to put in an offer because it would not be accepted.

[27] The main issue of concern to the Committee related to whether Mr RV had contravened rules 8 and 8.1. The Committee concluded Mr RV had contravened those rules, noting his admission that he had passed on information to the prospective

² Letter Mr BD to NZLS (29 July 2014).

purchaser about the IPs' lowest acceptable price for a pre-auction offer. The Committee was not persuaded by Mr RV's argument that the information could not be characterised as confidential because it could not have been used to the IPs' disadvantage. The Committee considered that the rules precluded Mr RV from disclosing to the purchaser any of the information the IPs had provided to Ms CU. As mentioned above, the Committee concluded Mr RV's conduct in that regard was unsatisfactory, and ordered him to pay a fine of \$3,000 and costs of \$1,500, both to NZLS.

[28] Mr RV disagrees with the decision, and applied for a review.

Review Application

[29] Mr RV's application for review relies on three grounds in support of his application to reverse the decision:

- (a) the information disclosed was not confidential because:
 - (i) it was specifically obtained for the purpose of passing on to the prospective purchaser;
 - (ii) the IPs knew Ms CU had requested the information so that it could be passed on to the prospective purchaser;
 - (iii) the information was readily available elsewhere;
- (b) the Committee failed to follow a proper process in the imposition of penalty by not providing reasons; not attempting to evaluate his conduct, and not comparing it with any other similar conduct; and
- (c) there is no evidence of any adverse consequence to the IPs arising from the disclosure of information to the prospective purchaser.

Review Hearing

[30] Pursuant to s 206(2) of the Lawyers and Conveyancers Act 2006 (the Act), the parties consented to this review being determined in their absence.

Nature and Scope of Review

[31] The nature and scope of a review have been discussed by the High Court, which said of the process of review under the Act:³

... 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.

[32] More recently, the High Court has described a review by this Office in the following way:⁴

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.

[33] 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.

Review issues

[33] The review application raises two key questions:

- (a) Whether Mr RV had a duty to protect and to hold in strict confidence all information concerning the IPs’ business and affairs acquired in the course of the professional relationship (Rule 8); and

³ *Deliu v Hong* [2012] NZHC 158, [2012] NZAR 209 at [39]-[41].

⁴ *Deliu v Connell* [2016] NZHC 361, [2016] NZAR 475 at [2].

- (b) Whether Mr RV was permitted to disclose the IPs' "bottom line" to the prospective purchaser in circumstances where Mr IP and Ms RM had expressly or impliedly authorised the disclosure (Rule 8.4(3)).

[34] As will become apparent from the discussion that follows that the answer to the first question is yes, and the second is no. In the circumstances the Committee's determination that there has been unsatisfactory conduct on the part of Mr RV is confirmed.

[35] I have considered all of the materials provided on review. While it is mentioned as an issue, I do not consider the dominant concern on review relates to conflict of interest. I accept Mr RV's evidence in relation to what he said to the proposed purchaser. I have assumed there is no significance to any distinction between what the IPs describe as their "preferred purchase price" and what Mr RV describes as their "bottom line".

[36] Where relevant, Mr RV's grounds for review are addressed below. He is broadly correct when he says there is no evidence of any adverse consequence to the IPs.

Analysis

The Act

[37] Complaints are to be determined with reference to the purposes of the Act, which relevantly focus on maintaining public confidence in the provision of legal services, protecting consumers of legal services, and recognising the status of the legal profession. Similarly, the application of the rules is guided by the Act's purposes.

The Rules

[38] Rule 8 says that:

A lawyer has a duty to protect and to hold in strict confidence all information concerning a client, the retainer, and the client's business and affairs acquired in the course of the professional relationship.

[39] The footnote to that rule says that:

Information acquired in the course of the professional relationship that may be widely known or a matter of public record (such as the address of the client, criminal convictions or discharge bankruptcy) will nevertheless be confidential information.

[40] It may be permissible for a lawyer to disclose confidential information relating to the business or affairs of a client to a third party in certain circumstances, including where:

- (a) The client expressly or impliedly authorises the disclosure (and where the information is confidential to more than 1 client, all clients have authorised the disclosure) ...

[41] There are two footnotes to that rule, neither of which is relevant for the present purposes.

[42] Rule 8.1 informs the duration of the duty of confidence saying:

A lawyer's duty of confidence commences from the time a person makes a disclosure to the lawyer in relation to a proposed retainer (whether or not a retainer eventuates). The duty of confidence continues indefinitely after the person concerned has ceased to be the lawyer's client.

[43] The word "retainer" is defined under rule 1.2 as meaning:

... an agreement under which a lawyer undertakes to provide or does provide legal services to a client, whether that agreement is express or implied, whether recorded in writing or not, and whether payment is to be made by the client or not.

[44] Although the rules apply by extension to the conduct of employees of lawyers, the professional conduct that is the subject of the decision under review is only that of Mr RV.

Discussion

Rule 8

[45] At the heart of the IPs' complaint is the concern that they entrusted Ms CU with a confidence, and that Mr RV betrayed that confidence by disclosing their preferred purchase price to a prospective purchaser.

[46] The nub of Mr RV's case is that he did not owe a duty to the IPs to protect and hold in strict confidence all information concerning their business and affairs acquired in the course of the firm's professional relationship with them. That duty is engaged in the circumstances envisaged by rules 8 and 8.1, so is contingent on the existence of a retainer, actual or proposed. It is irrelevant for the purposes of rule 8.1 whether or not a retainer eventuated. If there was a proposed retainer, Mr RV was under a duty of confidence which continued indefinitely from the point at which a disclosure was made to him, and disclosure could only be required or permitted in limited circumstances.

[47] The position based on submissions put for Mr RV can be conveniently summarised as follows:

- (a) There was no retainer: so there is no possibility that the duty of confidence was engaged; in any event
- (b) The information, including the preferred purchase price, was not confidential: so if the duty was engaged he cannot have breached it; and anyway
- (c) The IPs knew why he wanted the information, and that he was going to disclose it to a third party: which means they authorised him to disclose it, expressly or impliedly, so, if he is wrong about the first two points, disclosure was permitted.

[48] Each of those submissions is addressed in the discussion that follows.

Retainer – actual or proposed

[49] The first step in establishing whether Mr RV's conduct warrants a disciplinary response is to ascertain whether the facts disclose a retainer, actual or proposed, between the IPs and Mr RV or his firm.

[50] The IPs were dealing with a real estate agent. The agent sent an email to Ms KB nominating her and Mr RV's firm as the lawyer acting for the IPs on their sale. Clearly the IPs had communicated their intention to engage Ms KB to the agent, and the agent communicated that intention by email to Ms KB.

[51] Ms KB wrote to the IPs on 26 November 2013 as described earlier.

[52] It is apparent from those events that the IPs intended to instruct Mr RV's firm to provide them with legal services, and Ms KB acted on that instruction. Although Ms KB did not make up a file or provide any of the information required by rules 3.4 and 3.5, she had at least read the particulars, checked the land register, considered the question of GST and invited the IPs to respond to her.

[53] Ms KB's conduct is sufficient to have led the IPs to believe they had an agreement with the firm under which Ms KB had undertaken to provide, and perhaps already had provided, legal services to them.

[54] The facts support conclusion that there was a retainer between the IPs and the firm, pursuant to the definition in rule 1.2, from 26 November, in relation to the IPs' sale.

Confidence

[55] The next step is to ascertain whether Mr RV's disclosure of the IPs' "bottom line" was a confidence that is protected by rule 8.

[56] The IPs say it was.

[57] As mentioned above, the submission for Mr RV is that it is not possible to characterise the information as confidential because it could be sourced elsewhere. Counsel argues the information could only be characterised as confidential if it could have been used in some way to disadvantage the IPs' position, which he says could not and did not happen.

[58] Confidence is not a term that is defined under the rules. The footnote to rule 8 indicates the scope of "confidence" envisaged by the rules is broad. It matters not whether information acquired in the course of the professional relationship may be widely known or a matter of public record; information so acquired is nevertheless confidential. Client confidence has been described as "a fundamental human right", subject only to the mandatory and permissible categories when disclosure can be made pursuant to rules 8.2 and 8.4.⁵

[59] It would be difficult to maintain argument that Mr RV did not acquire the information in the course of the professional relationship with the IPs, or that it did not relate to the IPs' affairs. The IPs' preferred purchase price was their affair. Ms CU rang the IPs, and said she was phoning because Ms KB was away from the office. Mr IP conveyed the preferred purchase price to Ms CU who passed it on to Mr RV. There is therefore evidence of a professional link between the IPs and Ms KB and the firm.

[60] The necessary elements to engage the duty are present. In the circumstances, Mr RV was under a duty to protect and to hold in strict confidence the IPs' preferred purchase price. He could only disclose it if disclosure was required or permitted by rules 8.2 or 8.4. Mr RV's submissions lead to consideration of rule 8.4(a),

⁵ Professional Responsibility in New Zealand (online ed) at [410, 275.5].

and whether the IPs can be said to have expressly or impliedly authorised the disclosure.

Authority - express or implied

[61] It is implicit in the complaint that Mr IP and Ms RM believe they did not authorise Mr RV to disclose their “bottom line”.

[62] Mr RV’s position suggests he considers disclosure was permitted by rule 8.4(a) on the basis that:

- (a) The information was specifically obtained for the purpose of passing it on to the prospective purchaser; and
- (b) Mr IP knew why the information was being obtained and that it would be passed on to the prospective purchaser.

[63] For the disclosure to be protected, Mr RV would have to be able to show, on the balance of probabilities, that Mr IP and Ms RM expressly or impliedly authorised him to disclose their bottom line to the, or perhaps a, proposed purchaser. Mr RV could then avoid a finding that he had contravened rule 8.

[64] There are three significant points to note in the current context. First, the preferred purchase price was information that was confidential to Mr IP and to Ms RM individually. Second, that Ms CU phoned Mr IP: the conversation was not initiated by the IPs. Third, there is no evidence of any involvement by Ms RM at the time of the telephone call.

[65] As to the first point, for rule 8.4(a) to apply, both clients would have had to authorise the disclosure, expressly or impliedly. It could be argued that Mr IP had expressly authorised the disclosure if, as Mr RV says, Ms CU told him the information would be passed on to the prospective purchaser. However, the same does not apply to Ms RM.

[66] If the conversation had been initiated by the IPs, or there was some evidence of Ms RM’s presence, it might have been logical for Mr RV to assume that both clients authorised the disclosure. There is no evidence that Ms RM was present when Mr IP took Ms CU’s call. There is no evidence that she expressly authorised the disclosure. It is also not possible to generate the conclusion that she impliedly authorised the disclosure of information that was confidential to her from the information available on review. Mr RV appears to have either acted on the assumption that both she and Mr IP would not object to the disclosure of their bottom line or not considered Ms RM’s

interests at all. It is apparent from Ms RM's reaction to discovering he had told the proposed purchaser (that the firm would not now be instructed), and the IPs' complaint, that he was wrong.

[67] In the circumstances, disclosure was not permitted by rule 8.4(a) and Mr RV contravened rule 8.

Unsatisfactory Conduct

[68] Unsatisfactory conduct is defined in s 12(c) of the Act as meaning conduct in relation to a lawyer consisting of a contravention of practice rules made under the Act that apply to the lawyer. Rule 8 is a practice rule made under the Act. Mr RV contravened that rule. The Committee determined pursuant to s 152(2)(b)(i), that there had been unsatisfactory conduct on the part of Mr RV. That determination is confirmed on review pursuant to s 211(1)(a) of the Act.

Rule 8.1

[69] For completeness I record that I disagree with the Committee's view that Mr RV also contravened rule 8.1. Rule 8.1 serves to explain the timing of the commencement of the duty under rule 8, and the parameters around its continued operation. I do not consider Mr RV can be said to have contravened it. Rule 8.1 clarifies that, if the retainer between the IPs and Mr RV's firm was only a proposed retainer, the duty of confidence commenced from the time Mr IP made a disclosure to Mr RV via Ms CU. Either way, rule 8.1 does not relieve Mr RV of his duty to Mr IP and Ms RM pursuant to rule 8.

Penalty

[70] Mr RV also expressed the view that the Committee did not explain its reasons for imposing a fine of \$3,000 and costs of \$1,500. Although Committees must give reason for determinations made, s 158 of the Act does not expressly require a Committee to give reasons for the orders it makes under s 156.

[71] Orders under s 156 are made as a logical consequence following from a determination of unsatisfactory conduct. There is nothing unusual about a determination, pursuant to s 12(c) attracting a fine. Penalty orders, including fines, should meet the objectives of penalty orders made in a disciplinary context which were summarised in *Wislang*⁶ as at least three-fold:

⁶ *Wislang v Medical Council of New Zealand* [2002] NZCA 39; [2002] NZAR 573.

- (a) To punish the practitioner;
- (b) As a deterrent to other practitioners; and
- (c) To reflect the public's and the profession's condemnation or opprobrium of the practitioner's conduct.

Fine

[72] On the present facts, the imposition of a fine is consistent with the Act's purposes of maintaining public confidence in the provision of legal services and protecting the IPs as consumers, or proposed consumers, of legal services from Mr RV's firm.

[73] Committees exercise an element of discretion as to the level of any such fine. The maximum fine a Committee can order under the Act is \$15,000. While Mr RV intimates the fine is too high, it is far short of the maximum; not disproportionate to the contravention; and not markedly out of kilter with fines imposed for similar contraventions of a rule. There is no good reason to interfere with it. The fine of \$3,000 is confirmed.

Standards Committee's Costs

[74] Costs orders made by a Committee pursuant to s 156(1) are not a penalty. Costs may follow as a logical consequence of the complaint and disciplinary processes of the Act being invoked, and a finding made that is adverse to a lawyer. The costs of the complaint and disciplinary processes under the Act are defrayed across all lawyers in New Zealand. It is generally appropriate to order a lawyer to pay costs when that lawyer has been the subject of a determination that his or her conduct has been unsatisfactory. The costs order is not disproportionate, or manifestly excessive. There is no good reason to interfere with it. The order for costs is confirmed on review.

Costs on Review

[75] A LCRO has a broad discretion to make costs orders on review pursuant to s 210 of the Act and the LCRO's Costs Orders Guidelines. The Guidelines provide for costs to be ordered where, as here, a lawyer's application for review has been unsuccessful. The usual cost of a review on the papers is \$1,200.

[76] Mr RV is ordered to pay costs of \$1,200 on review.

Outcome

[77] Pursuant to s 211(1)(a) of the Lawyers and Conveyancers Act 2006 the decision is:

- (a) Modified to record a determination pursuant to s 152(2)(b)(i) and 12(c) that there has been unsatisfactory conduct on the part of Mr RV by his contravention of rule 8; and
- (b) Otherwise confirmed.

[78] Pursuant to s 210 of the Lawyers and Conveyancers Act 2006 Mr RV is ordered to pay costs of \$1,200.

[79] All payments are to be made to NZLS within 28 days of the date of this decision.

DATED this 25th day of July 2016

D Thresher
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 RV as the Applicant
Mr IP and Ms RM as the Respondents
Ms OV as a person as per section 213
Mr DE as a person as per section 213
 Standards Committee
The New Zealand Law Society