

LCRO 130/2015

CONCERNING

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

AND

CONCERNING

a determination of the [Area] Standards Committee

BETWEEN

EA

Applicant

AND

NR

Respondent

AMENDED DECISION

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

Introduction

[1] Mrs EA has applied for a review of a decision by the [Area] Standards Committee dated 8 June 2015 in which the Committee found there had been unsatisfactory conduct on the part of Ms NR. The Committee imposed consequential orders under s 156(1) of the Lawyers and Conveyancers Act 2006 (the Act) ordering Ms NR to pay compensation of \$5,000 and apologise to Mrs EA, pay costs of \$1,000 to the New Zealand Law Society (NZLS) and reprimanding her.

Summary

[2] Ms NR sent a copy of Mrs EA's 1993 will to Mr EA without Mrs EA's authority or instructions. Mrs EA objected. Ms NR accepts her error, acknowledges it had consequences for Mrs EA, and is willing to pay compensation. At the review hearing, Ms NR's position was that \$5,000 was within an appropriate range, and that she was willing to contribute towards Mrs EA's legal fees up to half of the \$5,321 she had incurred.

[3] The question Mrs EA's review raises is how much Ms NR should pay.

Background

[4] Mr EA and Mrs EA have been married over 40 years. In his wife's absence, Mr EA instructed Ms NR's firm, [XXX] (the firm) in relation to the sale of a property owned by the EAs. The EAs' wills were discussed. Mr EA says he did not ask Ms NR to send him copies. Ms NR contends that he did. It is agreed that no instructions were sought or obtained from Mrs EA.

[5] Mr EA received an email from Ms NR's assistant dated 13 October 2014 sent to his work email address, attaching .pdf copies of his and Mrs EA's 1993 wills. The .pdfs were labelled "EJ EA, CB RF & B RF.pdf" and "ET EA, CB RF & B RF.pdf". Mr EA's initials are "ET". Mrs EA's initials are "EJ". Each of them was the other's trustee and administrator. The firm coded wills according to the name of the trustee and administrator, not by the name of testator. It has since revised that practice.

[6] Mr EA opened the document labelled "EJ EA..." apparently, and not unreasonably, believing it would be his 1993 will. It was not. The will Mr EA opened named Mrs EA as testator on its cover page and at the head of its first page. Mr EA read his wife's will, which revealed personal and confidential information Mrs EA had not shared with him.

[7] Before they were married, Mrs EA had given birth to a child, and surrendered that child for adoption. Mrs EA initially said Mr EA did not know she had given birth to a child before they were married. However, on reflection she said she had always believed he knew. Although there is some evidence from Mr EA, he does not say when he first found out about the child.

[8] That aside, unbeknown to Mr EA, Mrs EA had made provision for her child in her 1993 will, apparently Mr EA confirms that Mrs EA's will "contained a paragraph that [he] was unaware of relating to a payment to a named person". Mrs EA says the discovery caused considerable upset to the EAs although there is no direct evidence from Mr EA of his reaction to the discovery.

[9] Mrs EA says she attempted to address her concerns to Ms NR and the firm. However, Mrs EA was disappointed with how difficult she found it to contact Ms NR to discuss her concerns, and was unable to resolve them directly with her.

[10] Mr EA says he contacted Ms NR a few days after he had read his wife's 1993 will, and after Mrs EA complained to him about the wills and the firm's follow up.

[11] Mr EA says the EAs withdrew their instructions from the firm.

[12] Mrs EA instructed a lawyer on 22 October 2014, then made a complaint to NZLS that Ms NR had disclosed information that was confidential to her, without her authority.

Complaint

[13] Mrs EA lodged a complaint with the New Zealand Law Society (NZLS) on 20 November 2014. The substance of Mrs EA's complaint was that Ms NR had breached the duty of confidentiality she owed to her by failing to protect and hold in strict confidence the contents of her will. She also expressed concern about the firm's complaint handling process. Mrs EA attached a copy of a letter from Mr EA, email correspondence and a letter from her doctor in support of her request for compensation.

[14] Mrs EA says that Ms NR was to have sent her a letter of apology, but she did not receive one. She says that Ms NR should acknowledge her wrongdoing, the upset and harm she caused, and the very serious nature of the breach. Mrs EA sought a formal apology for herself and Mr EA, compensation for the "serious breach of confidentiality, hurt feelings and harm caused", payment of Mrs EA's lawyer's fees, and publication of the firm's breach of confidence and poor complaint handling process.

Lawyer's Response

[15] Ms NR accepted the email had been sent to Mr EA, saying that was at his request. She said the only reason he provided his work email address was to enable her to send the wills to him. She explained that the firm coded wills to the names of the trustees and executors, and saved them to the client, but had now changed its policy to ensure instructions are sought from the testator before wills are sent out.

[16] Ms NR considers the "harm is in Mr EA becoming aware of Mrs EA's gift of money to her child as Mrs EA's view is that Mr EA was already aware of the existence of the child". She notes that if Mrs EA had predeceased Mr EA, he would have become aware of the gift because he was appointed her trustee and executor.

[17] Ms NR explained why one of her partners had been present and included in the conversation when Mrs EA phoned. Ms NR submits there was no harm caused to Mrs EA by having her partner present. Ms NR says she was not involved in a subsequent

discussion Mrs EA had with another of her partners, in the course of which Mrs EA was advised to seek independent legal advice.

Standards Committee Decision

[18] The Standards Committee delivered its decision on 8 June 2015.

[19] The Committee determined, pursuant to s 152(2) of the Lawyers and Conveyancers Act 2006 (the Act) that there had been unsatisfactory conduct on the part of Ms NR in that she had contravened Chapter 8 of the Lawyers and Conveyancers Act (Lawyers: Conduct and Client Care) Rules 2008 (the rules). Rule 8 imposed a duty on Ms NR to protect and hold in strict confidence all information concerning Mrs EA, the retainer, and Mrs EA's business and affairs acquired in the course of the professional relationship.

[20] A minute dated 5 May 2015 records that the Committee accepted Mrs EA's submissions that "the damage caused by this unsatisfactory conduct was incalculable", made no order for compensation, but decided to impose a fine of \$5,000 payable to NZLS, in addition to the other orders.

[21] A further minute dated 2 June 2015 records the decision to change the order from a fine to compensation of \$5,000, but does not explain the reasoning behind that change.

[22] In relation to the will, the focus in the decision was on whether Mrs EA was harmed by the release of her will to Mr EA. The decision records:

14. Mrs EA has described graphically the consequences to herself of the breach of confidentiality, and of the damage done to a marriage of 40 years, at the time. She has used words including "my life will never be the same again", "stress, tears, pain, sadness, loss of sleep", "sick", "crying", "furious". Mrs EA has felt considerable turmoil and needed to consult her doctor, who provided a brief confirmatory report dated November 5, 2014, which was submitted to this Committee.
15. The Committee, having seen the copy of the will produced in evidence by Mrs EA, does not consider Mrs EA's descriptions of her feelings to be unjustified, and finds that Mrs EA was harmed by the breach of confidentiality.

[23] The Committee considered Mrs EA's concerns about the way in which her complaint had been handled, in particular, that when she rang, Ms NR put her on speaker phone and arranged for a colleague at the firm to take notes. When Mrs EA found out her call was being observed, she terminated it. The Committee considered that was a prudent course for Ms NR to have taken, and took no further action on it.

[24] The Committee concluded that Ms NR's actions in arranging for the transmission of Mrs EA's will to Mr EA without her knowledge or consent constituted unsatisfactory conduct pursuant to s 152(2)(b)(i) of the Act, and made the orders mentioned above.

[25] Mrs EA was dissatisfied with the outcome, and applied for a review.

Application for review

[26] Mrs EA filed an application for review on 26 June 2015. The outcome sought is an increase in the amount of compensation to be paid, to the \$25,000 maximum available under the Act. Mrs EA's lawyer's fees totalled \$5,321.20 at the time of her application for review. She considers Ms NR should also pay those, and "whatever subsequent costs" Mrs EA incurs, "prior to finalisation of these matters". Mrs EA also wishes to be consulted on the details that would be disclosed if this decision were to be published.

[27] Mrs EA said she did not consider \$5,000 was sufficient to adequately compensate her and her husband for the breach of confidentiality. She considers the breach of her personal confidentiality was "very serious". Mrs EA describes the provision in her will as "a very personal and confidential bequeathal", and says that until he read her will, her husband had been unaware of it.

[28] Mrs EA says the "personal emotional upset, disappointment and anger has had a major impact upon each of us, and our 40 year marriage". She says the breach changed her life forever in regards to the trust in her marriage, and broke her heart. Mrs EA describes having to relive the consequences of a past decision, and associated painful memories of giving a child up for adoption. She says that clearly those memories "would have and should have" remained "in our past".

[29] Acknowledging that Ms NR's actions were not deliberate, Mrs EA says the "situation has caused both of us immeasurable harm". She describes "prolonged genuine distress, emotional upset and anger", to both herself and her husband. She considers the compensation does not "reflect the degree of such deeply felt emotions and genuine disappointment and anger" of her and Mr EA. She says the "breach was committed by a senior Partner with considerable experience" and considers an award of \$25,000 is appropriate.

Practitioner's Response

[30] Ms NR responded, attaching a copy of the letter of unreserved apology she had sent to Mrs EA after receiving the Committee's decision. Ms NR unequivocally recorded

her understanding of the nature of her unsatisfactory conduct, and acknowledged its effect. She recognised Mrs EA was entitled to absolute confidentiality in relation to her will, and that no copy should have been sent to Mr EA. Ms NR confirmed the firm has rigorously reviewed and changed its internal processes to ensure no such breach occurs again. She accepted that Mrs EA's instructions had not been sought, and acknowledged that the situation could have been avoided entirely if they had been.

[31] In response to Mrs EA's application for review Ms NR says she was trying to be helpful, and acted without malice, intention or dishonesty. She relies on her submission to the Standards Committee, and explains that the firm's policy now is to contact husband and wife before sending out a will. Ms NR describes the breach as attributable to a regrettable oversight, but submits that "matters of causation, foreseeability and contribution" in respect of compensatory claims are not suitable matters for this Office to determine. Ms NR submits the compensatory payment of \$5,000 is appropriate, and within the range available to the Committee.

Review Hearing

[32] Ms NR consented to this review being conducted in her absence, but Mrs EA wished to be present, be heard and to pursue recovery of the costs she incurred through her involvement in the complaint and review processes from Ms NR. In the circumstances both parties attended a review hearing in [Town] on 19 September 2016. Mrs EA attended with a support person. Mr PK appeared as counsel for Ms NR.

Nature and Scope of Review

[33] The nature and scope of a review have been discussed by the High Court, which said of the process of review under the Act:¹

... 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

¹ *Deliu v Hong* [2012] NZHC 158, [2012] NZAR 209 at [39]-[41].

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.

[34] More recently, the High Court has described a review by this Office in the following way:²

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.

[35] 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

[36] The focus of Mrs EA's application for review is on the amount of money she should receive from Ms NR. While conceding at the review hearing that no amount of money can truly compensate her for her losses, Mrs EA seeks the maximum compensation available under the Act of \$25,000.

[37] Ms NR does not object to paying \$5,000, and expressed a willingness to contribute to Mrs EA's legal costs.

[38] The review issue is whether there is good reason to order Ms NR to pay a greater amount of compensation to Mrs EA pursuant to s 156(1)(d).

[39] The order that compensation of \$5,000 is payable by Ms NR to Mr EA is amended on review pursuant to ss 211(1)(a) so that Ms NR is ordered to pay compensation of \$6,000 to Mrs EA.

Analysis

Compensation

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

[40] The determination that there had been unsatisfactory conduct on the part of Ms NR is unchallenged. However, as this is an independent review, it is necessary to consider whether to order compensation, and if so, the amount that is properly available pursuant to s 156(1)(d) of the Act, which says:

If a Standards Committee makes a determination under section 152(2)(b), that Standards Committee may –

...

(d) where it appears to the Standards Committee that any person has suffered loss by reason of any act or omission of a practitioner... order the practitioner... to pay to that person such sum by way of compensation as is specified in the order, being a sum not exceeding, as the case may require, [\$25,000]...

[41] Section 156(1)(d) was discussed in *Sandy v Khan*,³ where Mr Khan acted in circumstances where the interests of his firm's two clients conflicted, in the following terms:

[6] The causative link between the conduct of the lawyer and the loss is expressed somewhat loosely in terms of the loss being suffered "by reason of any act of omission" of the lawyer. In this case Mr Khan has been found to have breached his obligation of undivided loyalty to Ms Sandy. This amounts to a fiduciary breach. In light of this it is appropriate to interpret the words of the Act consistently with the principles of causation that the Court would apply in such a case. In particular, there is a strong presumption that where a fiduciary breach has occurred, that breach led to any loss shown to be suffered by the client. Ms Sandy must show a rational causal connection between the losses claimed and the conduct of Mr Khan. It is not open for Ms Sandy to claim every expense that arose out of the transaction. It must be shown that the losses claimed arose from the breach by Mr Khan of his obligations. Once that threshold is passed the onus will fall on the lawyer to show that the loss complained of would have been suffered despite the breach. A lawyer who breaches his or her fiduciary duty may not speculate that the wronged client would have acted as he or she did and incurred the loss in any event...I observe that the same presumption against a fiduciary is made when quantifying a loss...

[42] The LCRO allowed claims for compensation by Ms Sandy totalling \$8,586.25.

[43] As to whether Mrs Sandy was entitled to compensation for "inconvenience and stress" or "general damages", the LCRO said:

[27] Section 156(1)(d) provides that an order for compensation may be made where it appears that any person has *suffered loss* by reason of any act or omission of a lawyer. This issue therefore is whether general damages represent compensation for loss or not. The Court of Appeal has recognised that such distress damages are compensatory in nature: *Paper Reclaim Ltd v Aotearoa International Ltd* [2006] 3 NZLR 188 (CA) at para 171. One commentator has noted "it is now more widely accepted that, where significant

³ *Sandy v Khan* LCRO 181/09, 25 February 2010.

mental distress is caused by a breach of contract, the promisee has suffered real damage which is deserving of compensation” (D McLauchlan, “Mental Distress Damages for Breach of Commercial Contracts: (1997 3 NZBLQ 130). Accordingly I conclude that jurisdiction exists to make an award of general damages to compensate for the loss of peace of mind and the consequent distress and anxiety.

[28] I note that the ability for compensate for anguish and distress in the lawyer client relationship has been recognised in a number of cases ... Given the purposes of the Lawyers and Conveyancers Act (which in s 3(1)(b) includes the protection of consumers of legal services) it is appropriate to award compensation for anxiety and distress where it can be shown to have occurred. Such an order will be particularly appropriate where the client is not a sophisticated person and looks to the lawyer to relieve the stresses that might accompany legal matters. In this case the legal work involved was the conduct of an appeal hearing. I am satisfied that the conduct of Mr Khan caused Ms Sandy anxiety and distress. However, I also observe further that Mr Khan is not to blame for all of the distress or anxiety suffered by Ms Sandy. Involvement in business and any consequent sale of a business is by its very nature stressful. However, accepting that had Ms Sandy been properly advised she would not have entered into the contract, and that the consequences of entering to the contract led to something of a debacle, it is clear that considerable stress and anxiety was caused by the conduct of Mr Khan.

There is of course no punitive element to an award of damages for anxiety and distress. Such an award is entirely compensatory ... It is accepted that such orders should also be modest (though not grudging) in nature.

[44] Of the \$10,000 Ms Sandy had claimed as general damages, the LCRO awarded \$2,500.

[45] Ms NR’s conduct comprises both an omission and an act: she omitted to obtain instructions from Mrs EA, and she acted by directing the staff member to send Mrs EA’s will to Mr EA. That Ms NR’s conduct was unintentional is also not challenged.

[46] Ms NR contravened Chapter 8, and in particular rule 8, which says:

8 A lawyer has a duty to protect and 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.

[47] Ms NR was not required to disclose information pursuant to rule 8.2. She was not permitted to disclose the information pursuant to rule 8.4. There is no suggestion that she used the information for the benefit of any other person, or herself. Nonetheless, given the broad scope of the obligations of confidentiality that arise under rule 8, as she accepts, Ms NR’s conduct contravened that practice rule. In the circumstances, Ms NR’s conduct falls within the definition of unsatisfactory conduct contained in s 12(c) of the Act.

[48] Ms NR's firm was entrusted with Mrs EA's will, which supports the view that the contravention was fiduciary. Mrs EA says the conduct resulted in losses to her and Mr EA that cannot be compensated.

[49] There is no doubt that Ms NR owed a duty of confidentiality to Mrs EA.

[50] There is no evidence directly from Mr EA to support a claim that Ms NR has caused, or that he or Mrs EA has sustained, any loss. There is no evidence of any disharmony from Mr EA's perspective. It is simply not possible to say from the evidence how he felt about the situation beyond what Mrs EA says. No part of any order for compensation can properly be made pursuant to s 156(1)(d) of the Act in respect of any loss to Mr EA.

[51] In quantifying Mrs EA's losses, it is appropriate to have regard to the purposes of the Act: maintaining public confidence in the provision of legal services, protecting consumers of legal services, and recognising the status of the legal profession.

[52] Mrs EA must show a rational causal connection between the losses she claims, and the conduct of Ms NR. It is not open to Mrs EA to claim every expense that arose out of Ms NR's conduct. Mrs EA must show that the losses she claims arose from the breach by Ms NR of her obligations. She effectively claims losses under two heads: the legal costs and general damages.

Legal Costs

[53] It is acknowledged in Ms NR's response that shortly after she became aware of Mrs EA's concerns, one of her partners advised Mrs EA to seek independent legal advice. Discovery of a potential claim by Mrs EA triggered an obligation under rule 5.11 to advise Mrs EA to seek independent advice. Mrs EA appears to have taken that advice. Presumably it would have covered the full range of rights and remedies available to Mrs EA in the circumstances, including those that are available pursuant to the Act. Presumably that advice also covered the fact that the complaints process is publicly accessible, relatively informal and does not necessarily require the involvement of a lawyer.

[54] There are sound policy reasons for limiting the involvement of lawyers in the complaints process. Legal advice is generally not a prerequisite to lodging or progressing a complaint made under the Act. If a person has a concern about a lawyer's conduct, service or fees, there are few barriers to the making of a complaint.

[55] The invoice from Mrs EA's new lawyer sets out in detail a number of visits by Mrs EA seeking advice and assistance, discussions over the "Conveyancers Code of Conduct" (presumably the Lawyers and Conveyancers Act (Lawyers: Conduct and Client Care) Rules 2008) as well as correspondence and discussions between the new lawyer and Ms NR's firm and NZLS.

[56] I have carefully considered the attendances recorded in the invoice. I am not satisfied that it was necessary for Mrs EA to incur fees of \$4,488 (plus GST and disbursements) to be able to make a complaint. All she needed to do was find out that there was a complaints process she could initiate through NZLS, get the forms, fill them in, and send them to NZLS. There was never any real doubt that Ms NR had erred in her professional capacity. The only complexity that arose related to how that error might be addressed under the Act in circumstances where Mr EA was also involved.

[57] Advice of that nature is not something Mrs EA could easily have got for nothing, given the power to order compensation pursuant to s 156(1)(d), the right to recover damages in respect of the same loss elsewhere and the offset provided by s 156(4).

[58] Mr PK, on Ms NR's instructions, accepted responsibility for half of the fees, either \$2,660.50 including GST and disbursements, or \$2,244 excluding those.

[59] It does not appear to me that Mrs EA has suffered loss by reason of Ms NR's act or omission that would support full reimbursement of her legal fees. I consider a contribution of half is too much. An award at that level is a reflection of Ms NR's view of the situation. However, it does not acknowledge the policy reasons for limiting lawyer involvement in the complaint and review processes, and the usual course which is that parties bear their own costs.

[60] The statutory processes are simple and accessible. In most cases it is not necessary or desirable for a person to obtain legal advice to be able to make a complaint.

[61] Mrs EA's situation and more significantly, the relevant features of Ms NRs conduct are unusual but not unique.

[62] In all the circumstances, \$1,000 is sufficient to compensate Mrs EA for the legal costs associated with the complaint and review processes.

General Damages – "inconvenience and stress"

[63] The next question is first whether Mrs EA is entitled to compensation for “inconvenience and stress” or “general damages”, and if so, how much. It is recognised in other decisions by the Office, *Sandy v Khan* being one of those, that damages may be available to “compensate for the loss of peace of mind and the consequent distress and anxiety” by reason of an act or omission of a practitioner in contravention of a duty.

[64] Quoting from D McLauchlan, “Mental Distress Damages for Breach of Commercial Contracts: (1997 3 NZBLQ 130) *Sandy v Khan* speaks of “significant mental distress... caused by a breach of contract, [where] the promisee has suffered real damage which is deserving of compensation”.

[65] I am satisfied that the conduct of Ms NR caused Mrs EA anxiety and distress. However, I also observe that Ms NR is not to blame for all of the distress or anxiety suffered by Mrs EA. Only Mrs EA and her husband can repair their relationship.

[66] Mrs EA’s situation is quite unusual. Everything was in place for her plan to eventuate. For reasons of her own, it was important to her that she keep her plan from her husband. The letter from Dr [RR] dated 5 November 2014 says:

I have seen EA as a result of the distress caused by a breach of her privacy following the disclosure of her will to her husband.

Whilst she is upset and angry about this event she does not require therapy in my opinion.

Her distress is a normal response to the breakdown of faith and trust she held with her legal representative.

[67] Mrs EA describes the breach as a serious breach.

[68] I am not persuaded that it was. The disclosure was an accident: an honest mistake. There was one unauthorised disclosure. One email, two attachments. A miscommunication, perhaps, over whether Mr EA wanted any will sent out. I accept Ms NR’s evidence that she was just trying to help. In a sense, her conduct could be described as overly-diligent.

[69] Any number of lawyers hold any number of mirror wills for husbands and wives. Without checking, Ms NR was not to know the provisions of the EAs’ wills did not mirror one another. However, she should have checked what was being sent out. She did not.

[70] Ms NR accepts that she should have checked with Mrs EA first. The professional risks of not having done so materialised for her as a finding of unsatisfactory conduct. Mr

PK describes it as a moment of negligence. That is apposite. She omitted to obtain instructions. She acted by directing the despatch of both wills.

[71] Ms NR's conduct was unintentional, nevertheless, she contravened rule 8. It was a momentary lapse on one occasion in what should have been a routine matter. That is not to minimise all that Mrs EA feels, but there was no element of personal gain by Ms NR, no dishonesty, and no resistance at all by Ms NR to the fact that she had done wrong. She has done all she can to fix it, right down to delivering a written apology, and then again, willingly apologising in person to Mrs EA at the review hearing.

[72] The situation Ms NR now finds herself in serves as a caution to any lawyer holding mirror wills.

[73] Lawyers must be properly authorised before disclosing confidential information.

[74] Ms NR's firm has taken steps to minimise the chances of any repeat.

[75] I very much doubt Ms NR would fall into the same trap twice.

[76] Noting that there is no punitive element to an award of damages for anxiety and distress, and that orders should be modest (though not grudging) in nature, I consider the Committee's order was towards the upper limits of what is acceptable. Neither party has provided good reason to modify the amount of the order.

[77] The order that Ms NR pay \$5,000 compensation to Mrs EA is modified to \$6,000.

Decision

[78] Pursuant to section 211(1)(a) of the Lawyers and Conveyancers Act 2006 the decision of the Standards Committee is:

- (a) Modified so Ms NR is ordered to pay compensation of \$6,000 to Mrs EA pursuant to s 156(1)(d); and
- (b) Otherwise confirmed.

DATED this 31ST day of October 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:

Mrs EA as the Applicant
Ms NR as the Respondent
Mr PK
Secretary for Justice
[Area] Standards Committee
The New Zealand Law Society