

MINUTES OF SPECIAL CONVOCATION

Thursday, 22nd November, 1990.  
9:30 a.m.

PRESENT:

The Treasurer, (James M. Spence, Q.C.), Bastedo, Bellamy,  
Campbell, Carey, Chapnik, Cullity, Hall, Kiteley, Lawrence,  
Lerner, McKinnon, Manes, Peters, Rock, Shaffer, Thom, Thoman,  
Topp, Wardlaw and Weaver.

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"PUBLIC"

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DISCIPLINE COMMITTEE

Re: REWACHAND ARJANDAS SAINANEY, Toronto

Mr. Topp placed the matter before Convocation.

The reporter was sworn.

Mr. Gavin MacKenzie appeared for the Society. No one appeared for  
the solicitor nor was the solicitor present.

There was a request on consent for an adjournment to the next  
Discipline Convocation which was granted.

Counsel retired.

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Re: ALBERT JOHN BICKERTON, Toronto

Mr. Topp placed the matter before Convocation.

The reporter was sworn.

Mr. Gavin MacKenzie appeared for the Society. No one appeared for  
the solicitor nor was the solicitor present.

An adjournment was requested to the next Discipline Convocation.  
The adjournment was granted.

Counsel retired.

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Re: JOHN WILLIAM WRIGHT, Toronto

Mr. Topp placed the matter before Convocation.

The reporter was sworn.

Mr. Thomas Lockwood appeared for the Society and the solicitor who  
was present was represented by Mr. P. Schmidt.

Convocation had before it the Report of the Discipline Committee dated 15th November, 1990, together with the Affidavit of Service sworn 20th November, 1990 by Louis Katholos that he did personally serve the solicitor on 16th November, 1990 (marked Exhibit 1) together with the Acknowledgement, Declaration and Consent signed by the solicitor 22nd November, 1990 (marked Exhibit 2). Copies of the Report having been forwarded to the Benchers prior to Convocation, the reading of it was waived.

The Report of the Discipline Committee is as follows:

THE LAW SOCIETY OF UPPER CANADA

The Discipline Committee

REPORT AND DECISION

Mary P. Weaver, Q.C., Chair  
Stuart Thom, Q.C.  
Sandra Chapnik

In the matter of  
The Law Society Act  
and in the matter of

T. Lockwood  
for the Society

JOHN WILLIAM WRIGHT  
of the City  
of Toronto  
a barrister and solicitor

P. Schmidt  
for the solicitor

Heard: October 30, 1990

TO THE BENCHERS OF THE LAW SOCIETY OF UPPER CANADA  
IN CONVOCATION ASSEMBLED

The DISCIPLINE COMMITTEE begs leave to report:

REPORT

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On January 22, 1990, Complaint D5/90 was issued against John William Wright alleging that he was guilty of professional misconduct.

The matter was heard in public October 30, 1990, before this Committee composed of Mary P. Weaver, Chair, Stuart Thom, Q.C. and Sandra Chapnik. Mr. Wright appeared and was represented by Mr. P. Schmidt. Mr. T. Lockwood appeared as counsel for the Law Society.

DECISION

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The following particular of professional misconduct was found to have been established:

Complaint D5/90

- 2(a) While acting for Basil Tambakis on a real estate purchase from William and Myrtle Sexton he assisted his client in taking unfair advantage of the elderly vendors when he knew or ought to have known that they did not have the requisite mental capacity and were not represented by a lawyer.

Evidence

The entirety of the evidence before the Committee on the issue of professional misconduct was in the form of the following Agreed Statement of Fact:

"AGREED STATEMENT OF FACTS"

I. JURISDICTION AND SERVICE

1. The Solicitor admits service of Complaint D5/90 and is prepared to proceed with a hearing of this matter on October 30th, 1990.

II. IN PUBLIC/IN CAMERA

2. The parties agree that this matter should be heard in public pursuant to Section 9 of the Statutory Powers Procedure Act.

III. ADMISSIONS

3. The Solicitor has reviewed Complaint D5/90 with his counsel, Patrick D. Schmidt. The Solicitor does not admit the particulars contained therein, but rather agrees to the facts set out in this Agreed Statement of Facts and admits the particulars set out in Schedule "A" attached hereto. The Solicitor agrees that the admitted facts and particulars amount to professional misconduct.

IV. FACTS

Introduction

4. Complaint D5/90 arises out of the purported purchase of a Muskoka cottage property known as Duck Island by Mr. Basil Tambakis from an elderly couple, William and Myrtle Sexton, whose principal residence was in the City of North York, in the Municipality of Metropolitan Toronto. Unknown to the Solicitor, William and Myrtle Sexton, in August 1987, had been adjudged financial incompetent and a Certificate of Incompetence had been issued pursuant to the provisions of the Mental Health Act. The Solicitor acted for Mr. Tambakis on the purchase which closed on August 3rd, 1988. The Sextons were unrepresented. On closing Mr. and Mrs. Sexton were 91 and 86 years of age respectively. Although their precise ages were not known to the Solicitor he was fully aware that they were very elderly. Mr. and Mrs. Sexton are now deceased.

5. Mr. Tambakis is a long-standing client of a senior partner at the firm of Beard, Winter where the Solicitor is a partner practising in the area of real estate and corporate commercial law. The Solicitor first acted for him on twelve real estate and commercial matters.

The Initial Terms of the Transaction

6. A few days prior to July 15th, 1988, Mr. Tambakis communicated with the Solicitor by telephone and indicated that he was interested in purchasing a property in the Muskoka Lakes area from an elderly couple. Mr. Tambakis advised the Solicitor that his ceiling, insofar as purchase price, would be approximately \$150,000.00 payable at \$1,000.00 per month for four years, no interest, principal only, and \$1,500.00 per month after that. On July 15th, 1988, Mr. Tambakis again telephoned the Solicitor and advised the Solicitor as to the vendors' names, their home address, identified the cottage property as being on Duck Island in Muskoka, that the purchase price agreed to by the parties would be \$150,000.00 and that the terms of payment were to be as specified by the vendors. Mr. Tambakis instructed the Solicitor to prepare a letter form of Offer to Purchase on the above terms with the further terms that:

- a) the offer was to be open for acceptance by the vendors until July 25, 1988 at 5:00 p.m.;
- b) the vendors could keep whatever contents were located in the cottage that they wished and Mr. Tambakis would deliver such to the vendors at his expense;

- c) the closing of the transaction would be within 30 days after acceptance of the offer; and
- d) the vendors would supply a survey of the said property if they had such.

7. The Solicitor prepared a letter offer for Mr. Tambakis and met with him on July 18th, 1988, to review the document. On July 21st, 1988, the Solicitor received a copy of the letter offer executed by Mr. Tambakis, as well as both vendors. The offer drafted by the Solicitor had been amended by the addition of the following words:

"Terms of payment to be \$1,000.00 per month for the first four years, after which payment shall increase to \$1,500.00 per month until the balance is paid."

A copy of the executed offer is at Tab 1 of the Document Brief. The deposit of \$1,000.00 required by the offer was not paid.

8. Mr. Tambakis enquired of the Solicitor as to whether his firm could act for both vendors and the purchaser in this transaction. The Solicitor explained that he could not and that the vendors would have to obtain separate legal advice.

9. The Solicitor spoke with Ms. Joni Fernandes, a solicitor who practises in the area of real estate law with the firm of Morris, Rose, Ledgett. The Solicitor advised Ms. Fernandes that Mr. Tambakis was his client and that the vendors did not have a solicitor. The Solicitor requested that Ms. Fernandes provide independent legal advice for the Sextons. It was agreed between the Solicitor and Ms. Fernandes that, as the Solicitor was doing the necessary title searches for the subject property, he would prepare all of the relevant documentation for both vendors and the purchaser and that Ms. Fernandes would review the same prior to closing. Subsequently, it was decided and agreed by Ms. Fernandes and the Solicitor that Ms. Fernandes would meet the Sextons and review the documents detailing this transaction at the Solicitor's offices on the date of closing. It was understood by the Solicitor throughout that Ms. Fernandes was solely providing independent legal advice to the Sextons.

#### The Searches

10. In late July 1988, prior to the proposed closing date of August 15th, 1988, the Solicitor had a search done of the title to the property. He also mailed a number of compliance letters. Subsequent to the mailing of the letters the date of closing was changed to August 3rd, 1988. Consequently, prior to closing the Solicitor received no written responses. However he did obtain verbal telephone responses. It was determined that the hydro for the said property had been disconnected for approximately one year and arrears of approximately \$800.00 were owing. Verbal advice was also received from the referable municipality that the realty taxes on the subject property were in arrears for the years 1986, 1987 and 1988 in an amount in excess of \$2,000.00. After closing, a tax certificate was forwarded to the Solicitor. This certificate listed William W. Sexton as the owner of the property. Myrtle Sexton was not listed on the Certificate. There was no reference to the Public Trustee's Office being appointed Trustee over the Sexton's on any of the search documents received by the Solicitor. While the Assessment Rolls would have shown the interest of the Public Trustee, it is not common practice to check the Assessment Rolls prior to closing. A copy of the Tax Certificate is at Tab 2 of the Document Brief.

#### The Mortgage

11. The Solicitor conducted all of the searches and completed all of the steps which he felt were required to complete the purchase. The Solicitor prepared all of the relevant documentation for both the vendors and the purchaser.

12. On August 2nd, 1988 the Solicitor was advised by Mr. Tambakis that the balance of the purchase price due on closing would be secured by a first mortgage from Mr. Tambakis to the Sextons. The terms of the mortgage as told to the Solicitor by Mr. Tambakis were as follows:

- a) The amount secured was \$149,000.00
- b) The interest rate was 0% per annum;
- c) The balance was repayable at the rate of \$1,000.00 per month for the first four years after which payment would be increased to \$1,500.00 per month until the balance was paid.
- d) The principal amount outstanding at the date of death of the survivor of either of Mr. or Mrs. Sexton would be forgiven.

The mortgage was prepared by the Solicitor. A copy of the mortgage is at Tab 3 of the Document Brief.

13. At the rate of payment set out in the mortgage, it would have taken close to nine years and eight months for the mortgage to be paid off. By that point in time, William and Myrtle Sexton would be approximately 101 and 96 years of age respectively.

#### Prior to Closing

14. On August 2nd, 1988, the Solicitor telephoned Ms. Fernandes to advise her that the closing was scheduled for the following day. He inquired as to her availability and explained the nature of the transaction. The Solicitor indicated that the vendors did not have counsel and that the Solicitor would not be acting for both parties.

15. On August 3rd, 1988, at approximately 2:50 p.m., Ms. Fernandes attended at the offices of Beard, Winter, prior to the Sextons' arrival, in order to review the documents detailing the transaction. Ms. Fernandes inquired as to whether there were any appraisals of the property. The Solicitor said that there were none.

16. At approximately 3:00 p.m. on August 3rd, 1988 Mr. and Mrs. Sexton were brought to the offices of Beard, Winter by Mr. Tambakis. Ms. Fernandes was introduced to the Sextons. The Solicitor explained to the Sextons that Ms. Fernandes would review the documents with them and provide them with independent legal advice. The Solicitor made it clear to the Sextons that he was not their lawyer. Ms. Fernandes proceeded to meet with the Sextons in private and commenced to review the documents with them for the purpose of providing them with independent legal advice. The Solicitor had Mr. Tambakis execute the documents requiring his signature while Ms. Fernandes met with the Sextons.

#### Independent Legal Advice

17. All of the facts in the following two paragraphs are not known to the Solicitor. However, the Solicitor does not dispute them.

18. Ms. Fernandes went through all of the documents with the Sextons. The Sextons agreed with the purchase price and stated that they thought it was fair. However, they were a bit unclear when Ms. Fernandes questioned them as to how they arrived at that price. The Sextons initially appeared as though they understood the transaction and the mathematics as Mr. Sexton corrected an error in addition made by Ms. Fernandes. When Ms. Fernandes discussed the forgiveness issue with the Sextons, as set out in the mortgage, at first, the Sextons looked at each other as if this was the first time they had heard of this issue and indicated that the mortgage should not be forgiven. However, they changed their minds and came to the conclusion that there was no one else to inherit the money and therefore, the forgiveness clause should be included in the mortgage.

19. At approximately 4:00 p.m., Mr. Sexton asked to be taken to the washroom. The Solicitor was advised of Mr. Sexton's request and the Solicitor showed Mr. Sexton where the washroom was and waited outside for him to finish and escorted him back to the meeting room. Mr. Sexton was gone for approximately twenty minutes. During that time Ms. Fernandes spoke with Mrs. Sexton about a number of things: the Sextons' residence, about the food and nutrition course Mrs. Sexton had taken, and the Sexton family. Ms. Fernandes had difficulty following the conversation and in particular determining if what Mrs. Sexton spoke about was recent or had happened in the past. At times Mrs. Sexton sounded confused. Mrs. Sexton, however, was clear that the reason they were selling the property was that they had not been using it recently and that it was a lot of work. However, she seemed to have forgotten the purpose for being at the firm of Beard, Winter on that day.

Conversations between Ms. Fernandes and the Solicitor

20. Ms. Fernandes came out of the room where she was meeting with the Sextons and spoke to the Solicitor. Ms. Fernandes stated that she was concerned about the mental capacity of Mrs. Sexton. She believed Mrs. Sexton was tired and may be fading out, but that she would review the documents again. Ms. Fernandes returned to the room where she was meeting with the Sextons.

21. The following facts are not known to the Solicitor. However, he does not dispute them. Ms. Fernandes asked the Sextons to explain to her what they thought the sale price of the property was. Mrs. Sexton indicated 3,000.00. Mr. Sexton said nothing. When Ms. Fernandes probed further, Mrs. Sexton said \$3,900.00 and Mr. Sexton said "no". When Ms. Fernandes inquired of Mr. Sexton, he indicated that he did not know the purchase price. Mrs. Sexton indicated that one year previously a real estate agent indicated that it was worth \$150,000.00. When Ms. Fernandes inquired again if they knew the purchase price, neither of them answered. Ms. Fernandes then asked what the amount on the Deed was. They indicated that: they did not know; they did not go up there very much; they had received a couple of calls; and that maybe three people altogether had been interested. Later Mrs. Sexton said the purchase price "was \$4,000.00 or no, \$400,000.00". Ms. Fernandes then asked them if they knew the amount of the mortgage. Both of them indicated that they did not. Ms. Fernandes reviewed the mortgage at that time, but it was making no sense to the Sextons. It appeared to Ms. Fernandes that the Sextons were both tired and confused. It was close to 5:00 p.m. Ms. Fernandes excused herself from the said room.

22. Ms. Fernandes spoke to the Solicitor. She indicated to him that she thought that the Sextons were confused and that she doubted their mental capacity. She told the Solicitor that she was not prepared to sign a Certificate of Independent Legal Advice. Ms. Fernandes indicated that in the beginning the Sextons were coherent and appeared to be understanding the nature of the transaction, but at that time she did not believe that they did understand. She told the Solicitor that she would not be prepared to attend to the execution of the documents.

23. The Solicitor indicated that he understood and Ms. Fernandes was not to worry as he would speak to Mr. Tambakis. The Solicitor indicated that he would not have the Sextons sign the documents before him either. Ms. Fernandes then suggested that they return to the Solicitor's office to speak to the Sextons so as not to leave them confused about Ms. Fernandes' exit.

24. Prior to entering the Solicitor's office, Mr. Tambakis inquired of Ms. Fernandes whether she had gone over the transaction again with the Sextons. He stated that sometimes it was necessary to remind them and to go back to the beginning and go through the transaction again. Ms. Fernandes indicated that she tried but did not feel comfortable with their knowledge of what they were doing. The Solicitor, Mr. and Mrs. Tambakis and Ms. Fernandes entered the Solicitor's office and engaged in social conversation with the Sextons. At first the Sextons did not even

recognize Mr. Tambakis. Mr. Tambakis indicated that he would drive them back home. Ms. Fernandes returned to her office. When she left the Solicitor's office, all of the documents remained with the Solicitor. None of the documents required to be signed by the vendors had been executed, although those documents required to be signed by the purchaser had been executed previously. Ms. Fernandes rendered an account to the Sextons in care of Messrs. Beard, Winter. The account was in the amount of \$75.00. The account was paid by Beard, Winter and charged to Tambakis as a disbursement.

#### Completion of the Transaction

25. The facts in the following five paragraphs have not been independently verified by the Society.

26. After Ms. Fernandes left the Solicitor's office, the Solicitor again stated to Mr. Tambakis and the Sextons that he would not act for both sides and if the transaction was to be completed, it would have to be done by the parties directly, unless the Sextons obtained a solicitor. Mr. Tambakis then inquired of the Solicitor, in the presence of the Sextons, as to which documents could be signed by the Sextons on their own and which documents would require the involvement of a lawyer to conclude the transaction. The Solicitor mentioned in the presence of Mr. Tambakis and the Sextons that the Sextons could represent themselves, although he advised the Sextons that this option was not recommended in the circumstances. The Solicitor indicated that all of the documentation could be executed without the involvement of a lawyer, save and except for:

- a) the Declaration of Possession; and
- b) The Affidavit in support an application to amend the title register; both of which would have to be executed by one of the Sextons in the presence of a lawyer.

27. Subsequently to generally reviewing all of the documentation, the Solicitor specifically reviewed the Declaration of Possession and the Application to Amend the Title Register with the Sextons. He confirmed that the details of the respective documents to be sworn were true and the Sextons executed both documents following which he commissioned their sworn statements. Copies of the Declaration of Possession and Application to Amend the Register are at Tabs 4 and 5 of the Document Brief. At the time of swearing the documents the Sextons were incapable of understanding the contents of the same.

28. Mr. Tambakis asked the Solicitor to give him all of the documents which had been prepared. The Solicitor provided these documents to Mr. Tambakis. At this point, the Solicitor was of the view that the transaction might be completed in the near future by the Sextons and Mr. Tambakis, as Mr. Tambakis said that they were going to have further discussions relating to the completion of the transaction.

29. The Land Transfer Tax Affidavit, commissioned by the Solicitor, incorrectly stated that the total consideration for the transaction consisted of monies paid or to be paid in cash in the amount of \$150,000.00. The Affidavit did not state that \$1,000.00 was to be paid in cash and that the balance was by way of a mortgage back to the vendors in the amount of \$149,000.00. The mortgage prepared and signed by Mr. Tambakis, to be registered, set out the particulars of the mortgage. Land Transfer Tax was paid to the Treasurer of Ontario on the full amount of \$150,000.00.

30. The next day the Solicitor received a telephone call from Mr. Tambakis who advised that the documents had been executed by the Sextons. Mr. Tambakis then asked if the Solicitor would register the documents related to the transaction. The Solicitor agreed to do so and subsequently Mr. Tambakis provided the Solicitor with the documentation and the Solicitor then arranged to have such registered and the documents were registered by an agent on August 5th, 1988.

After the Transaction

31. On Saturday, August 6th, 1988, the Solicitor received a telephone call at his home from Mr. Tambakis who advised that he was at the property and that neighbours of the Sextons had informed him that they were surprised he had purchased the property as they had thought that the property was to be sold by the Public Trustee. On Monday, August 8th, 1988, the Solicitor called the Public Trustee's Office and spoke with an estate investigator from that office. At that time the Solicitor was informed that the Sextons had been declared mentally incompetent and that they were outpatients of a hospital. As a result, the Solicitor immediately telephoned a lawyer in the Public Trustee's Office and explained the details of the Tambakis-Sexton real estate transaction and sent that day by facsimile transmission a letter enclosing all of the documents registered on title and the Agreement of Purchase and Sale signed by the parties. Between August 8th, 1988 and September 15th, 1988, the Solicitor was in regular communication, or attempted regular communication, with the aforesaid lawyer at the Public Trustee's Office concerning this transaction.

32. On September 23rd, 1988 the Solicitor reported to Mr. Tambakis on his purchase of Duck Island from the Sextons. The Solicitor gave a qualified certification of title on the transaction. A copy of the Solicitor's reporting letter is at Tab 6 of the Document Brief.

33. In view of the fact that the Solicitor prepared a reporting letter for Mr. Tambakis wherein he certified title, the Solicitor admits he could not be considered strictly a registering agent upon his reinvolvement in the transaction and that he acted as solicitor for the purchaser throughout.

34. The Public Trustee investigated and on November 16th, 1988 the Public Trustee, as Litigation Guardian for the Sextons, launched an action against Mr. Tambakis, the Solicitor and the Solicitor's law firm. A copy of the Amended Statement of Claim is at Tab 7 of the Document Brief.

35. William and Myrtle Sexton died in 1989.

DATED at Toronto, this 29th day of October, 1990."

SCHEDULE 'A'

While acting for Basil Tambakis on a real estate purchase from William and Myrtle Sexton, the Solicitor assisted his client, who took unfair advantage of the elderly vendors, by facilitating the completion of the purchase between Tambakis and the Sextons.

1. When he ought to have known that the terms of the sale were unusual and were potentially commercially improvident depending on the then value of the property.

2. When he ought to have known that the Sextons did not possess the requisite mental capacity, in view of the statements made to him by Ms. Joni Fernandes, the solicitor who had been requested to provide them with independent legal advice.

3. When he knew that, at the time of execution of the relevant documentation, the Sextons were not represented by a lawyer.

### FINDING

The factual sequence of events and the Solicitor's participation in them is set out in the Agreed Statement of Facts. Paragraph 3 of the statement sets out the admission of the Solicitor and accordingly the Committee makes a finding that the Solicitor is guilty of professional misconduct.

### RECOMMENDATION AS TO PENALTY

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Your Committee directs Convocation's attention to the following facts and conduct to be considered in determining the appropriate penalty.

1. The Solicitor prepared a letter for his client which contains the offer to purchase. The letter was brief and initially did not state the terms of payment. It incorporated the standard terms and conditions contained in the Toronto Real Estate Board agreement of purchase and sale but without including them in the letter/offer or forwarding same to the vendors. Consequently the letter/offer was substantially unintelligible to the vendors who had not retained a solicitor to advise them. Moreover, the letter was accepted without a witness to the signatures.
2. The Solicitor indicated that he was unaware that a Certificate of Incompetence had been issued for both vendors, who were husband and wife, and we accept his testimony in that regard. Nevertheless, we note that he was aware that they were an elderly couple.
3. The terms of payment are patently unfair to the vendors for the following reasons:
  - (a) There was no deposit.
  - (b) The down payment was insignificant when compared to the purchase price.
  - (c) The purchase price was payable over a period exceeding nine years.
  - (d) There was no interest on the unpaid purchase price.
  - (e) The purchaser inserted the forgiveness clause in the charge/mortgage without confirmation from the vendor.

In our view, these features rendered the transaction improvident and should have alerted the Solicitor to the extent of its inequities. The Solicitor should have considered the possibility that the vendors might not have had capacity to contract.

4. The Solicitor properly stated to his client that he would not act for the vendors and that they must have independent legal advice. The Solicitor then undertook to prepare the documents which are normally prepared by a vendor's solicitor and to that extent he did in fact act on behalf of the vendors. In the preparation of the documents, he accepted unilateral instructions from his purchaser client to insert the forgiveness clause in the mortgage without any confirmation from the vendors. Ms. Fernandes in her interview with the vendors indicated that they were unaware of the fact that this term was part of the transaction.

5. The agenda for closing the transaction was such that all documents were presented to the vendors on the day and at the time of closing. The result of this timing was that notwithstanding that the vendors were to receive independent legal advice, such advice would be given to them at a time and in circumstances in which they would have no time at all to reflect on the significance of the transaction or give full weight to the effect of the documents that they were signing.
6. The Solicitor arranged for the vendors to have independent legal advice from Ms. Fernandes. The vendors would meet the Ms. Fernandes who was to give them independent legal advice for the first time in the office of the Solicitor for the purchaser. Under these circumstances, the Solicitor must have or should have been aware of the fact that a person unfamiliar with dealing with lawyers might very well be confused as to the roles that were played by the Solicitor.
7. After attending with the vendors for about two hours, Ms. Fernandes advised the Solicitor that she was concerned about the mental capacity of the vendors and she told the Solicitor that she would not sign a certificate of independent legal advice.
8. From the time the Solicitor first received instructions from his client and until the attendance of the vendors in his office, the Solicitor stated on more than one occasion that he would not act for the vendors. After his discussion with Ms. Fernandes he told her that she was not to worry as he would not have the Sextons sign the documents before him. Nevertheless, after her departure he proceeded to swear the signatures of the vendors on the affidavit supporting the document general and completed the declaration of possession. He must have reviewed the documents with the vendors and we find it impossible to accept the vendors could have been aware of the significance of the facts or understood the contents of the documents.
9. The Solicitor, on the next day accepted from his client the transfer documents signed by the vendors. He knew that the vendors had been driven home by his client the purchaser and that the purchaser must have obtained their signatures to the transfer documents when their mental capacity was that as described by Ms. Fernandes in his office on that day.
10. He then proceeded to arrange for the registration of the transfer documents to finally close the transaction.

We summarize the matters to be considered in mitigation of the penalty as follows:

1. There was no report of misconduct by the Solicitor throughout his twelve years of successful practice.
2. He submitted a selection of letters of support and recommendation from well known members of the profession.
3. The Solicitor gave full cooperation to the Public Trustee and to the Law Society when he became aware that the vendors in the transaction had been found mentally incompetent and that their affairs were under the supervision of the Public Trustee.
4. The Solicitor showed remorse and contrition. He stated he has endured two years of anguish regarding his part in this transaction. The pending discipline proceedings have put him under great stress and anxiety concerning the outcome. It was submitted that the lives of his family have been adversely affected.

CONCLUSION

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After a careful review of the evidence, including the mitigating circumstances which we accept, we find that the Solicitor had an opportunity to observe the vendors and it must have been apparent that they were lacking full capacity to contract. The fact that a Certificate of Incompetence had been issued was not known to the Solicitor. However, the refusal of Ms. Fernandes to sign a certificate of independent legal advice was a telling circumstance. In rendering legal services to a client in respect of a contract where the other party is not independently represented, it is important that the Solicitor be satisfied that all parties to the transaction have capacity to contract.

In his submissions, counsel for the Solicitor advanced the proposition that the Solicitor is not an insurer for parties who choose not to be represented by a Solicitor of their own choice, nor is he bound to take steps to safeguard their interests. In addition, he submits that there were no victims who suffered as a result of the Solicitor's conduct. Stressing the merits of his client's conduct, he suggested that the appropriate penalty would be a Reprimand in Convocation. It is our view that the Solicitor's conduct merits an imposition of a more serious penalty. We therefore recommend that the Solicitor be suspended from practice for a period of thirty (30) days.

John William Wright was called to the Bar and admitted as a Solicitor of the Supreme Court of Ontario on April 13th, 1978.

ALL OF WHICH is respectfully submitted

DATED this 15th day of November, 1990

"Mary P. Weaver"  
Mary P. Weaver, Q.C.  
Chair

It was moved by Mr. Topp, seconded by Mr. Lerner that the Report of the Discipline Committee be adopted.

There were no representations by counsel.

The Report was adopted.

It was moved by Mr. Topp, seconded by Mr. Lerner that the Recommendation as to Penalty contained in the Report that is, that the solicitor be suspended for 30 days be adopted.

Mr. Schmidt requested Convocation to make the suspension effective December 1st, 1990.

Mr. Lockwood had no objection.

The solicitor, counsel, the reporter and the public withdrew.

It was moved by Mr. McKinnon, seconded by Mr. Carey that the solicitor be suspended for 30 days commencing December 1st, 1990.

Carried

The solicitor, counsel, the reporter and public were recalled.

The solicitor and counsel were informed of Convocation's decision.

The solicitor and counsel retired.

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Re: DONOVAN JACKSON BLAKEMAN, Toronto

Mr. Topp placed the matter before Convocation.

Ms. Peters and Mr. Lerner did not participate.

The reporter was sworn.

Mr. Robert Conway appeared for the Society. No one appeared for the solicitor nor was the solicitor present.

Convocation had before it the Report of the Discipline Committee dated 6th November, 1990, together with the Affidavit of Service sworn 20th November, 1990 by Louis Katholos that he had effected service on the solicitor by registered mail on 9th November, 1990 (marked Exhibit 1). Copies of the Report having been forwarded to the Benchers prior to Convocation, the reading of it was waived.

The Report of the Discipline Committee is as follows:

THE LAW SOCIETY OF UPPER CANADA

The Discipline Committee

REPORT AND DECISION

Lee K. Ferrier, Q.C., Chair  
Samuel Lerner, Q.C.  
Patrick G. Furlong, Q.C.

In the matter of  
The Law Society Act  
and in the matter of

J. Robert Conway  
for the Society

DONOVAN JACKSON BLAKEMAN  
of the City  
of Toronto  
a barrister and solicitor

Not Represented  
for the solicitor

Heard: October 10, 1990

TO THE BENCHERS OF THE LAW SOCIETY OF UPPER CANADA

IN CONVOCATION ASSEMBLED

The DISCIPLINE COMMITTEE begs leave to report:

REPORT

On July 18, 1990, Complaint D132/90 was issued against Donovan Jackson Blakeman alleging that he was guilty of professional misconduct.

The matter was heard in public on October 10, 1990, before this Committee composed of Lee K. Ferrier, Q.C., Chair, Samuel Lerner, Q.C. and Patrick G. Furlong, Q.C. Mr. Blakeman did not appear nor was he represented by Counsel. J. Robert Conway appeared as counsel for the Law Society.

DECISION

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The following particular of conduct unbecoming was found to have been established.

Complaint D132/90

- 2(a) He is guilty of conduct unbecoming by reason of his conviction on September 12, 1989 under Section 312 of the Criminal Code for having in his possession property or things or the proceeds of property or things of a value exceeding \$1,000, knowing the same to be derived directly or indirectly from the commission in Canada of the offence of trafficking in a narcotic, contrary to Section 4(i) of the Narcotic Control Act.

The Solicitor was convicted on September 12th, 1989, of the offence of having in his possession property or things, or the proceeds of property or things of a value exceeding one thousand dollars (\$1,000.00), knowing the same to be derived directly or indirectly from the commission in Canada of an offence. On February 23rd, 1990, the Solicitor was sentenced to a period of incarceration of two years.

Mr. Blakeman, at the time of the hearing before the Committee, had been released from custody. We were advised by counsel for the Society that he was residing at home at the same address which the Society has on record.

Counsel for the Society also advised that Theresa Simone, a solicitor with the office of Morris Manning had been retained by Mr. Blakeman in reference to this matter, but had been instructed not to appear at the hearing on October 10th, 1990. Counsel was also advised by Ms. Simone that Mr. Blakeman would not be appearing.

Filed as Exhibit 3 in the proceedings before the Committee was an Agreed Statement of Facts tendered by Mr. Blakeman at the criminal proceedings admitting his conduct in connection with the criminal charge. The Agreed Statement of Facts reads as follows:

"AGREED STATEMENT OF FACTS"

Donovan Blakeman (hereinafter referred to as "Blakeman") admits the truth of the facts as alleged in the information to be pleaded to before the court charging that he conspired with Timothy Neeb (hereinafter referred to as "Neeb") and others to possess property derived directly or indirectly from the proceeds of crime. Blakeman also, without limiting the generality of the foregoing, admits:

1. That Blakeman agreed with Neeb and others to invest and manage money and other assets provided to him by Neeb from 1983 to 1987.
2. That the money and assets were, in fact, derived directly or indirectly from the marijuana trafficking of Neeb and other Neeb associates.
3. That in April 1987, he became aware that the monies were connected with Neeb's marijuana trafficking organization.
4. That prior to April 1987, Blakeman should have known that these funds and assets were from an illegal activity.
5. That Blakeman in fact suspected that these funds and assets were from an illegal activity and realized that this was probably.
6. That Blakeman deliberately made no inquiries as to the source of these funds because he did not want to know the truth and wanted to be able to deny knowledge.

7. That he is guilty of conspiracy to possess property derived, directly or indirectly, from the proceeds of crime under the Doctrine of Willful Blindness.
8. That the agreement outlined in paragraph (1) supra, contemplated his continued possession of cash, cheques and other assets and possession by others on his and Neeb's behalf.
9. That the agreement outlined in paragraph (1) supra, contemplated his dealing with the invested assets in the form of debt, share, real estate, businesses and the like in Canada, the United States and elsewhere and that these assets were derived directly or indirectly from the monies and other assets described in paragraph (2) supra.

In addition to the above facts, Blakeman admits the truth of the following facts:

10. Blakeman is a 44 year old lawyer who, on the advice of his doctor, left the practice of law in 1979 after it was discovered that he had a serious heart ailment and began managing Real Estate syndicates in Canada and the United States.
11. After leaving the practice of law, Blakeman came into contact with a number of people involved in the Real Estate business, including Neeb, who, unbeknownst to Blakeman at that time, possessed substantial amounts of money which had been generated from trafficking in cannabis.
12. The Neeb organization imported cannabis marijuana and cannabis resin into the United States and Canada whereupon it is distributed and sold by that same organization.
13. Neeb and other persons associated with him arranged to have a substantial amount of their profits from the marijuana trafficking operation managed by Blakeman through offshore banks and financial institutions by investing in North America and elsewhere.
14. During the period from November 1983 to June 1987, Blakeman handled approximately Sixteen Million Seven Hundred Eight Thousand Three Hundred Fifty Dollars Canadian (\$16,708,350.00), without inquiring as to its source.
15. Blakeman personally transported cash and bearer cheques delivered to him by members of the Neeb organization from Friedberg and Company, a money exchange operation located on Bay Street in Toronto to financial institutions, inter alia in the United Kingdom, Canada and the Caribbean.
  - a) Thirteen Million Three Hundred Ninety-Six Thousand Two Hundred Forty-Six Dollars (\$13,396,246.00) was ultimately deposited in various accounts in St. Helier, Jersey in the Channel Islands.
  - b) Two Million Six Hundred Sixteen Thousand Four Hundred Eleven Dollars (\$2,616,411.00) was deposited in First Trust Corporation located in St. Kitts, British Virgin Islands.
  - c) Six Hundred Ninety Five Thousand Six Hundred Ninety Three Dollars (\$695,693.00) was deposited in various accounts in Royal Bank of Canada, Hazelton Lanes Branch in Toronto, Canada.
16. Blakeman set up offshore corporations and a corporate hierarchy to hold the money referred to in paragraph 15 "a" "b" and "c" above. He arranged for the issuance of bearer shares, the inter-corporate transfer of funds and for the administration of the corporations through the assistance of Centre Management C.I., Ltd.

17. Blakeman set up Canadian and American corporations and a corporate structure linked to the structure described in paragraph ( 5) supra, to administer and hold the investments funded at least in part by the funds described in paragraph (1) supra. These investments included:
  - a) Canadian Real Estate located in:
    - (i) Barrie
    - (ii) Kitchener
    - (iii) Newmarket
    - (iv) Toronto
    - (v) Violet Hill
    - (vi) And elsewhere in Southern Ontario
  - b) United States Real Estate located in:
    - (i) West Palm Beach, Florida
    - (ii) South Carolina
  - c) Businesses:
    - (i) A Gym and Restaurant in Newmarket
    - (ii) A Trust Company in St. Kitts
18. That almost one year prior to Blakeman's arrest, Blakeman, Neeb and various professional advisors attempted to reorganize the corporate structure to make it more manageable so as to increase their tax advantages. This agreement contemplated the relative responsibilities of both Blakeman and Neeb. However, this process was not completed at the time of arrest.
19. Blakeman arranged for the transfer of monies deposited as described in paragraph (16) supra, to the corporations or their creditors as described in paragraph (17) supra, from time to time as required for the administration of these investments and in particular for inter alia, purchases, debt payments, development costs and administrative expenses.
20. The relative responsibilities of Neeb and Blakeman as contemplated by their agreement and which in fact existed were that:
  - a) Blakeman would transfer and administer the monies, corporations and investments described in paragraph (1) supra, on the general authority given to him by Neeb and subject to Neeb's explicit directions.
  - b) Neeb would arrange for the monies described in paragraph (1) supra, to be provided to Blakeman.
  - c) Neeb would occasionally give explicit instructions to Blakeman in accordance with his right to do so as outlined in paragraph (15) supra. However, practically speaking, this was usually left to Blakeman's discretion.
  - d) Neeb would not be involved in the day-to-day operations, however he was involved to some extent in the Real Estate developments in Ontario and Florida.
  - e) Neeb would not be aware of the day-to-day financial transaction or corporate administration, however, he was aware of some activities and the rough value of assets generally and would be briefed and advised by Blakeman on occasion.

This is generally described by Blakeman himself in a handwritten note on or about May 1987, that was obtained from Blakeman's residence and was written by Blakeman to Neeb and reads, in part as follows:

"...The original purpose for the overseas companies was to use them as a step in routing cash back into your hands that you could not otherwise use. This was possible because the Tax legislation in both Canada and the U.S. provided a combination of loopholes and mechanisms that made investing in North America attractive to foreigners. These were natural methods for foreigners to bring investment into both countries and get their funds out, free of tax.

The basic idea in both countries was to bring funds in to various projects at normal to high interest rates. The interest could be paid out free of withholding taxes and at the same time would be an expense for Canadian or U.S. tax purposes that would serve to reduce taxable profits in these countries.

I believe we have succeeded in creating the "look" of two businessmen who went abroad to find backing for projects that we already had a natural relationship with both of us through a long association in Florida and you through a long association in Florida and you through your family connection with Valentine.

At the same time, we have been able to obtain foreign financing for other people involved in various aspects of Real Estate. Apart from the borrowers, I feel these guys need some more coaching in their roles.

We are not at a critical state in the developing of our story! There are a number of relevant issues here that affect the continuation of the story:

The kind of money we have spent so far on development both on Infra Structure and Key people can only be justified by growth. Again, this is something that we have already discussed last December in St. Kitts. Our problem is that growth requires money. Originally, we anticipated funding out of St. Kitts but George badly misjudged the people that would provide that funding (part of a larger issue that I will discuss separately). We have also found that financing what we consider to be substantial real estate holdings is not as easy as it seems. In the U.S., we have the problem of being foreigners with big assets but little cash flow. In Canada, our tax-driven structure makes us look to the financial institutions as if we were debt ridden.

I do not feel that we can continue to finance in the same way as we have up to now. Both our size and our profile may attract unwanted attention. Our financing method is not unknown to the various authorities. From reading the magazine articles, you know that the U.S. has given up trying to crack foreign confidentiality laws in favour of getting court orders to force people to sign blanket consents and releases entitling the authorities to simply ask for the information abroad. After reading the cases, I have the impression that their legislation only allows for orders forcing American citizens to sign consents at this point in time I am not clear on this. The U.S. has, and Canada was about to, if it hasn't already done so, enacted legislation to allow confiscation of assets..."

21. After March 1986, Blakeman received a fee of \$1,000.00 per week and an additional \$1,000.00 per week against future profits, plus expenses. By agreement Blakeman was to receive 25% of any profits made from the investments he administered. There were ultimately no profits.
22. On June 14, 1987, Blakeman was arrested in London, England, with approximately Two Hundred and Fifty Thousand (\$250,000.00) Dollars in cash (various currencies) belonging to Neeb and a suitcase full of his corporate accounting records. Blakeman was denied bail initially in England and was accordingly incarcerated for two months.

23. On April 7, 1988, rendition proceedings under the English Fugitive Offenders Act resulted in the return of Blakeman to Toronto by Court order in proceedings that ultimately were not contested. Upon his return to Toronto he was released on bail by consent and is currently still on bail.
24. Most of the assets belonging to the members of the organization for whom Blakeman had handled money (most notably Neeb) were seized in the United States of America as drug proceeds and in Canada by Revenue Canada for unpaid taxes.
25. In the United States these assets have been forfeited and sold with roughly Twenty-Two Million (\$22,000,000.00) Dollars having been realized. However, only some of these assets were managed by Blakeman. From the Five Million (\$5,000,000.00) Dollars worth of assets located in Canada approximately Two Million (\$2,000,000.00) Dollars has actually been collected by Revenue Canada as of April 4, 1989, and the rest has been seized by Revenue Canada.
26. The appropriate range of sentence under the circumstances of this offense would be 5-7 years on a guilty plea.
27. There are mitigating factors which call for a substantially reduced sentence for Blakeman:
  - a) Blakeman's plea of guilty, in addition to being an indication of remorse, will save the public the expense of a portion of a lengthy trial in the Supreme Court of Ontario in respect to narcotics charges which would likely have lasted approximately four to six (4-6) months and an additional trial and preliminary inquiry on the conspiracy to possess the proceeds of crime charge which would have lasted approximately a total of six to eight (6-8) substantial months.
  - b) Blakeman has rendered substantial assistance to the Canadian Government by being debriefed and giving details of all financial transactions along with details of ownership of corporations having bearer shares. Blakeman is continuing to cooperate with officials of the Department of National Revenue and the Department of Justice.
  - c) Blakeman has agreed to assist, by any lawful act, in transferring all corporate assets to Her Majesty the Queen in Right of Canada.
  - d) Blakeman has a chronic heart disease for which he has undergone two (2) multiple bypass operations, the most recent in November, 1987. He has had two (2) heart attacks and has been hospitalized five (5) times since his arrest in June 1987. He now has a much reduced life expectancy and requires regular medical monitoring, medication and treatment which includes, but is not limited to, twice weekly sessions at Toronto General Hospital for treatment that cannot be obtained elsewhere. His incarceration for a length of time approaching 5-7 years would put him a substantial risk of further reduction of his life expectancy.
  - e) Blakeman is currently unmarried and has four children, ages 14, 9 & 5 year old twins, three of whom live with him on a full-time basis.
28. Crown counsel and counsel for Blakeman join in recommending that he be incarcerated for a period of two (2) years in Federal penitentiary.

29. Crown counsel has no objection to any recommendation by the sentencing judge for early parole.

DATED this 12th day of September, 1989."

It is noted that the Agreed Statement of Facts was filed in the criminal proceedings and signed by Mr. Blakeman and his counsel, Morris Manning.

On the basis of the evidence contained in the Agreed Statement of Facts as filed in the criminal proceedings, we find the Solicitor guilty of conduct unbecoming and the complaint established.

#### RECOMMENDATION AS TO PENALTY

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The Committee recommends that Donovan Jackson Blakeman be disbarred.

#### REASONS FOR RECOMMENDATION

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The Solicitor and his counsel were aware prior to the proceedings that the Society would be seeking disbarment. The nature of the crime ipso facto warrants a disbarment in our view.

In summary, the Solicitor pleaded guilty to possession of proceeds of crime (trafficking in narcotics and marijuana with a value in excess of one thousand dollars). Enormous sums of money were involved. The Solicitor personally handled some sixteen million dollars and illegally obtained money during a four year period from 1983 to 1987. At a point in that period, the Solicitor realized that it was probable that the funds he was handling were generated by an illegal activity, but he made no enquiries because he did not want to know the truth and he wanted to be able to deny knowledge. He continued handling the money even after his suspicions about the source of the funds were confirmed in April, 1987. He continued doing so until he was arrested by the British authorities in June of 1987. He admitted that he was guilty under the doctrine of willful blindness.

There is no suggestion in the Agreed Statement of Facts that the Solicitor's heart condition impaired his judgment. On the contrary, the Agreed Statement suggests that the Solicitor indeed exhibited professional skill in committing the crime.

Donovan Jackson Blakeman was called to the bar and admitted as a Solicitor of the Supreme Court of Ontario on the 22nd day of March, 1974.

ALL OF WHICH is respectfully submitted

DATED this 6th day of November, 1990

"Lee K. Ferrier"  
Lee K. Ferrier, Q.C.  
Chair

It was moved by Mr. Topp, seconded by Mr. Thom that the Report of the Discipline Committee be adopted.

Carried

It was moved by Mr. Topp, seconded by Mr. Thom that the Recommendation as to Penalty contained in the Report that is, that the solicitor be disbarred be adopted.

Carried

Counsel retired.

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Re: ROBERT WALTER DVORAK, Toronto

Mr. Lerner placed the matter before Convocation.

Mr. Topp and Mr. McKinnon did not participate.

The reporter was sworn.

Mr. Ronald Cohen appeared for the Society. No one appeared for the solicitor, nor was the solicitor present.

Convocation had before it the Report of the Discipline Committee dated 6th November, 1990, together with the Affidavit of Service sworn 20th November, 1990 by Louis Katholos that he had effected service on the solicitor by registered mail on 9th November, 1990 (marked Exhibit 1). Copies of the Report having been forwarded to the Benchers prior to Convocation, the reading of it was waived.

The Report of the Discipline Committee is as follows:

THE LAW SOCIETY OF UPPER CANADA

The Discipline Committee

REPORT AND DECISION

Allan M. Rock, Chair  
Colin D. McKinnon  
Robert C. Topp

In the matter of  
The Law Society Act  
and in the matter of

H. Reginald Watson  
for the Society

ROBERT WALTER DVORAK  
of the City  
of Toronto  
a barrister and solicitor

Not Represented  
for the solicitor

Heard: May 29, 1990

TO THE BENCHERS OF THE LAW SOCIETY OF UPPER CANADA  
IN CONVOCATION ASSEMBLED

The DISCIPLINE COMMITTEE begs leave to report:

REPORT

On February 15, 1990, Complaint D24/90 was issued against Robert W. Dvorak, alleging that he was guilty of professional misconduct in the particulars set out therein.

The matter was heard in public on May 29, 1990 before this Committee composed of Allan M. Rock, Q.C., Chair, Colin D. McKinnon, Q.C. and Robert C. Topp, Q.C.

Mr. Dvorak did not attend at the hearing, and was not represented. Neither evidence nor argument was submitted on his behalf.

H. Reginald Watson appeared as Counsel for the Society.

Service of Process and Proper Notice of the Hearing

In view of Mr. Dvorak's absence, the Committee heard evidence with respect to the service of the Complaint and notice of the hearing.

The Committee received in evidence the Affidavit of Service of the Complaint sworn February 15, 1990. We also received as an Exhibit a copy of a letter dated March 7, 1990 sent to Mr. Dvorak over the signature of Mr. Watson confirming their telephone conversation of March 6, 1990, during which Mr. Watson informed Mr. Dvorak that the Discipline Committee had scheduled a hearing in this matter for 9:30 o'clock in the morning of May 29, 1990 at Osgoode Hall in Toronto. We also received a copy of a subsequent letter dated May 16, 1990 from Mr. Watson to Mr. Dvorak confirming that the hearing would proceed on May 29th and inviting Mr. Dvorak to telephone Mr. Watson should he wish to discuss any of the outstanding issues.

The Committee heard the evidence of Howard Maker, a staff lawyer employed by the Law Society of Upper Canada. Mr. Maker testified that he attempted to telephone Mr. Dvorak in the latter part of February 1990, but was unable to reach him. Instead, he spoke with a woman who identified herself as Mr. Dvorak's wife. That woman acknowledged that the Complaint had been received at Mr. Dvorak's place of residence. She told Mr. Maker that she would have Mr. Dvorak call him back.

Mr. Dvorak telephoned Mr. Maker later the same day. They discussed some of the procedures involved in the discipline process.

Mr. Maker had no further communication with Mr. Dvorak until the morning of May 29, 1990, which was the day on which the hearing was scheduled to proceed. Mr. Maker reached Mr. Dvorak at Mr. Dvorak's office in Manhattan. Mr. Maker testified that he recognized Mr. Dvorak's voice from their telephone conversation in February and testified that during the course of the telephone conversation of May 29th, Mr. Dvorak:

- o asked "why are you phoning to bother me?";
- o said that he had been intending to telephone and ask for an adjournment of the hearing because he was too busy to attend, but that he had forgotten; and
- o became abusive, and abruptly ended the conversation.

In view of the evidence as to service and notice, the Committee decided to proceed with the hearing as scheduled. We instructed Mr. Maker, however, to telephone Mr. Dvorak again and to tell him that the Committee proposed to proceed.

Late on the first day of evidence, Mr. Maker returned to the witness box to tell the Committee that he had spoken with Mr. Dvorak again at about 5 o'clock on the afternoon of May 29th. Once again, Mr. Maker recognized Mr. Dvorak's voice. Mr. Maker told Mr. Dvorak that the hearing was proceeding in his absence and asked whether Mr. Dvorak intended to attend. Mr. Maker gave evidence that Mr. Dvorak responded as follows:

"I've got better things to do than waste my time with you jerks up there".

DECISION

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The following particulars of professional misconduct were found to have been established:

Complaint D24/90

Edward Coates

- 2 a) He breached his duty to his former client, Edward Coates, by failing to deliver Mr. Coates' file to his new solicitor, Faith Slater, in circumstances where there was potential prejudice to the client in not delivering the file.
- b) He breached his duty to his former client, Edward Coates, his fellow solicitor, Faith Slater, and the Law Society by failing to deliver Mr. Coates' file to Ms. Slater despite numerous attempts by Ms. Slater and the Law Society to obtain the file.

Martin Greenglass

- c) During an examination for discovery conducted on or about November 29, 1988 he verbally abused his fellow solicitor.

John Swaigen

- d) He breached his duty towards his fellow solicitor, John Swaigen, by arranging appointments to meet with Swaigen and then failing to attend these appointments without notice to his fellow solicitor.
- e) On or about October 17, 1989 in Provincial Court (Criminal Division) in Toronto he verbally abused his fellow solicitor, John Swaigen, both prior to and during court.

Law Society

- f) He failed to cooperate with the Society's Insurance Department by arranging appointments to meet with the Society's adjuster, Christopher Spencer, and failing to attend at those appointments without any notice to Mr. Spencer.
- g) He continued his pattern of failure to cooperate by failing to provide complete and adequate responses to questions from the Society's adjuster when he was finally able to meet with the Solicitor.
- h) He failed to reply to correspondence from the Society dated January 16, 1990 and February 7, 1990 requesting an immediate reply.

Provincial Court

- i) On or about October 17, 1989 while appearing in Provincial Court (Criminal Division) before His Honour Judge J.J. Belobradic he abused the court and his position as a barrister and solicitor by alleging fraud by public officials without any basis for the allegations.

The Committee will deal briefly with the evidence that it heard relating to each of the above particulars.

a) Edward Coates

Mr. Coates is a truck driver who was injured in two collisions that occurred on September 14, 1987 and June 24, 1988. He retained Mr. Dvorak in July of 1988 and instructed him to commence a proceeding seeking damages. Mr. Dvorak issued a statement of claim on Mr. Coates' behalf on September 12, 1989. In early October of 1989, Mr. Coates retained the firm of Abraham, Duggan, Hoppe, Niman and Stott to represent him in the litigation and to take the matter over from Mr. Dvorak. By letter dated October 18, 1989, Paul Stott of the Abraham, Duggan firm wrote to Mr. Dvorak, enclosing written authority from Mr. Coates directing Mr. Dvorak to release his file to Mr. Stott and asked that the file be delivered immediately.

Mr. Stott followed up his letter of October 18th with several telephone calls to Mr. Dvorak, but received no co-operation. Mr. Stott was particularly concerned because of Mr. Coates' financial position: to Mr. Dvorak's knowledge, the accidents had left Mr. Coates unemployed and he was on the verge of being evicted from his apartment for failure to pay rent.

Mr. Stott wrote again to Mr. Dvorak on November 15, 1989, referring to the several telephone calls that had been made to Mr. Dvorak's office and enclosing a copy of the judgment evicting Mr. Coates from his apartment. The letter also informed Mr. Dvorak that the matter was being referred by the Abraham, Duggan firm to the Law Society's Discipline Department.

It was not until November 22, 1989 that Mr. Dvorak spoke by telephone with a representative of the Abraham, Duggan firm. At that time, Mr. Dvorak agreed to provide her with a letter enclosing a direction in a form that he would require as authority to transfer the file. That arrangement was confirmed in a letter to Mr. Dvorak dated November 23, 1989.

Notwithstanding the agreement reached on the telephone, Mr. Dvorak did not write to Abraham, Duggan nor provide the direction as agreed.

On December 13, 1989, the Law Society's Howard Maker spoke with Mr. Dvorak by telephone. Mr. Dvorak told Mr. Maker that he was preparing a detailed fee billing in respect of the work he had done for Mr. Coates and said that he expected to finish it by the end of that week. He also promised to call Abraham, Duggan on December 13th to inform them of that fact.

Arrangements were made between Mr. Dvorak and Abraham, Duggan to have the file picked up at Mr. Dvorak's office on December 19, 1989. A representative of the Abraham, Duggan firm appeared at Mr. Dvorak's office on that day but Mr. Dvorak was not in attendance. A telephone call made to his office later that day elicited no response.

Once again, Mr. Maker telephoned Mr. Dvorak, who stated that the documents were being typed "as they spoke" and that the file could be picked up the next day (December 20th) at noon. That information was conveyed to Abraham, Duggan, who dispatched an employee to Mr. Dvorak's office on December 20th as agreed. Neither Mr. Dvorak nor anyone else was at the office, so that the file could not be picked up. When Mr. Maker learned of that development, he telephoned Mr. Dvorak and left a message for him to call immediately. The call was not returned.

Mr. Dvorak was not heard from again until his letter of January 4, 1990 was received by Abraham, Duggan. The letter enclosed an account for professional services in the total amount of \$10,390.00 and an "undertaking" that Mr. Dvorak insisted be signed before he would release the file. The "undertaking" required Mr. Coates to consent to a charging order against any proceeds of the action in favour of Mr. Dvorak to the extent of his account, and "irrevocably instructed" the Abraham, Duggan firm to "protect this Charging Order... require any other solicitors who may assume conduct of the action to execute a

similar undertaking and Charging Order to protect the said account...". The "undertaking" also required the Abraham, Duggan firm to agree "to the implementation" of the arrangement and acknowledge that their failure to ensure that the undertaking as completed would result in them being personally responsible for the entire Dvorak account.

The day following receipt of that letter, the Abraham, Duggan firm provided a copy to Mr. Maker. Mr. Maker wrote to Mr. Dvorak and subsequently met him at his office on February 2, 1990. Mr. Dvorak told Mr. Maker that he was planning to leave Ontario and take up residence in New York within two weeks. He assured Mr. Maker that he would deliver the file to Mr. Coates on February 3, 1990. Mr. Coates picked up the file on that day and signed a modified form of "undertaking".

The Committee heard the evidence of two lawyers and a law clerk from the Abraham, Duggan firm. Each of them described conversations with Mr. Dvorak in which he was rude, abusive and abrupt. One of the lawyers described a telephone conversation with Mr. Dvorak as "an avalanche of invectives". The call, she said, was like no other that she had experienced in five years of practice. Mr. Dvorak's language and attitude were unprofessional, with frequent resort to profanity and expressions of hatred for his clients, his practice and the Law Society.

b) Martin Greenglass

Mr. Greenglass is a barrister and solicitor who practises in the City of Toronto. He acted in litigation in which Mr. Dvorak represented a party opposite. They attended an examination for discovery on November 29, 1989. During the examination, Mr. Dvorak addressed the following remarks to Mr. Greenglass:

"You're a disgrace to the damn legal profession and I'll state that for the record right now."

"I never in my life have had a solicitor stoop to such low, sleazy, slimeball tactics as you have engaged in."

Mr. Dvorak also uttered a variety of other abusive remarks. At the end of the examination, he apologized to Mr. Greenglass, who accepted the apology but asserted that he felt the matter must be reported to the Law Society.

c) John Swaigen

John Swaigen is a Barrister and Solicitor employed by the Municipality of Metropolitan Toronto. In that capacity, Mr. Swaigen appeared on behalf of the Metro Licensing Committee in a series of prosecutions against clients of Mr. Dvorak, alleging infractions of a licensing by-law.

Mr. Dvorak told Mr. Swaigen that he intended to bring a motion to quash the prosecutions under the Charter of Rights and Freedoms and Mr. Swaigen therefore arranged for three days to be set aside in the Provincial Court commencing on April 3, 1989 for the argument of the motion.

On March 14, 1989, Mr. Dvorak told Mr. Swaigen that he would be asking for an adjournment, and that he would attend for that purpose in Assignment Court on March 15, 1989. Mr. Swaigen attended at Assignment Court. Mr. Dvorak neither attended nor communicated with Mr. Swaigen to forewarn him or offer an explanation. Late on that afternoon, Mr. Dvorak told Mr. Swaigen by telephone that he had been tied up with other matters and unable to attend Court.

During the same telephone conversation, the solicitors agreed that they would prepare a draft agreed statement of facts and meet on Monday, March 20, 1989 to discuss it. The appointment was arranged for 10:30 o'clock on March 20th and was confirmed by letter sent by facsimile transmission from Mr. Swaigen to Mr. Dvorak on March 16th.

Mr. Swaigen attended at Mr. Dvorak's office at the appointed hour on March 20th. The receptionist told him that Mr. Dvorak was not in. Mr. Swaigen waited for 40 minutes but the solicitor did not appear.

Mr. Dvorak subsequently informed the Law Society that he could not attend on March 20th because he had several other matters on his agenda that day, including a motion in the Supreme Court of Ontario. He subsequently admitted to the Law Society that he had not actually attended on that motion in the Supreme Court because the client for whom he had been acting decided to appear on his own behalf.

The solicitors appeared in Provincial Court on April 3, 1989. In the result, the prosecutions were adjourned to October 17, 1989.

On October 17, and prior to the commencement of proceedings in Court, Mr. Dvorak addressed remarks to Mr. Swaigen in the courtroom that were sufficiently loud to be heard by persons sitting in attendance. Several witnesses appeared before the Discipline Committee to testify that they clearly heard Mr. Dvorak make a variety of disparaging and abusive remarks toward Mr. Swaigen. The evidence established that these statements were completely unprovoked and that they bore no rational connection to any course of dealings between the two men.

Among other things, the witnesses remembered that Mr. Dvorak said the following things to Mr. Swaigen:

- o "You're a slimeball".
- o "You're a jerk".
- o "You can go to hell. No, you're already in hell: you work for the City".
- o "Idiots like you waste taxpayer's money".
- o "You're trying to disrupt the administration of justice".
- o "You're a nobody, a nothing: Hitler is probably your idol".
- o "You're incompetent: beating these charges will be a breeze".

The witnesses described Mr. Dvorak on that occasion as appearing angry and agitated. He paced the front of the courtroom while speaking and gestured aggressively toward Mr. Swaigen. Those who were close enough to him to make the observation testified that there was no odor of alcohol, and he appeared steady on his feet.

Mr. Maker testified that during his investigation on behalf of the Law Society, Mr. Dvorak admitted to him that he verbally abused Mr. Swaigen in the courtroom. He quoted Mr. Dvorak as saying that he was "simply showboating for his client". Mr. Dvorak told Mr. Maker that he wanted to get his "last shot" at Mr. Swaigen and that he only did it because he knew he was leaving the country to live in the United States.

#### d) Provincial Court

When the Court actually convened on October 17, 1989, Mr. Dvorak asked for an adjournment even though he had given no warning of that request in advance to Mr. Swaigen and notwithstanding that the Court had specially reserved three days to hear the Charter challenge that Mr. Dvorak said he would bring. The solicitor also continued his abuse of Mr. Swaigen and was admonished by the presiding Judge on two occasions for doing so.

The transcript of that day's proceeding also discloses Mr. Dvorak's unsubstantiated allegations that "multi-millionaire businessmen were putting \$100,000.00 in the pockets of politicians". Mr. Dvorak charged that politicians were being paid "under the table" so that they would pass the by-law restricting the issuance of licenses, thereby affecting Mr. Dvorak's clients.

Mr. Dvorak offered no evidence in support of those allegations. He had not raised them with Mr. Swaigen prior to the hearing. Mr. Swaigen was not only surprised at the allegations but also offended by Mr. Dvorak's suggestion that Mr. Swaigen was linked to the wrongdoing: Mr. Dvorak described Mr. Swaigen as "the agent of the politicians".

e) The Law Society

On October 14, 1988, the Law Society received a complaint from one Simon Marchong. Mr. Dvorak had acted for Mr. Marchong in a commercial transaction. Mr. Marchong alleged that Mr. Dvorak had been negligent in representing his interests as some of the assets that had been purchased were affected by previously undisclosed encumbrances.

The matter was referred to the Society's Errors and Omissions Department. Christopher Spencer was appointed to investigate the claim. Mr. Spencer arranged an appointment with Mr. Dvorak for 11 o'clock on the morning of March 7, 1989 at Mr. Dvorak's office.

Mr. Dvorak did not attend the meeting. Nor did he warn Mr. Spencer in advance that he would not be there. He also failed to provide an explanation or an apology afterwards.

A second meeting was scheduled for May 1, 1989. Again, Mr. Dvorak failed to attend, without any prior notice, without explanation and without apology.

A third meeting was scheduled for May 18, 1989 at Mr. Spencer's office. Yet again, Mr. Dvorak failed to attend.

Mr. Spencer asked the Society for help in dealing with Mr. Dvorak. In reporting to the Society, Mr. Spencer noted that in his 19 years in the claims industry, he had never seen a person act in such an unprofessional manner.

The Society wrote to Mr. Dvorak respecting his lack of co-operation with Mr. Spencer. Mr. Dvorak replied to the Society by letter dated August 19, 1989. He apologized for failing to keep the appointments with Mr. Spencer and asserted that he intended to meet with Mr. Spencer in the near future.

On September 13, 1989, the Society wrote to Mr. Dvorak requesting a detailed explanation of his failure to attend the earlier appointments and also asked when he would meet with Mr. Spencer. On September 15, 1989, Mr. Dvorak arranged to meet with Mr. Spencer on September 18th.

Although Mr. Dvorak attended the meeting, the encounter was unproductive. Mr. Dvorak was unco-operative and evasive. He failed to give factual responses, claiming that he could not remember events or that he had no knowledge. Mr. Spencer, who testified before the Committee, remembered that the meeting lasted 15 minutes, after which Mr. Dvorak left in a hurry. Mr. Spencer had the impression that Mr. Dvorak's sole purpose in attending was to make a formal appearance so that he could "get the Discipline Department off his back".

By letters dated January 16 and February 7, 1990, the Society formally requested Mr. Dvorak's response to the allegations of negligence made by Mr. Marchong. The solicitor has never responded.

FINDING

The Committee concluded that the allegation of professional misconduct had been established.

In the case of Mr. Coates, the solicitor failed to facilitate the orderly transfer of his client's file. Indeed, the record demonstrates that Mr. Dvorak showed not the least concern for Mr. Coates' plight: his only interest was in obtaining elaborate protection for his own exorbitant account, regardless of his client's needs.

In the case of Mr. Swaigen, the evidence established either that Mr. Dvorak has no understanding of the manner in which professionals are obligated to behave toward one another or that he deliberately chose to ignore those important professional standards. His conduct towards Mr. Greenglass, while less serious, demonstrates that in the Swaigen episode, we are not dealing with an isolated incident.

Mr. Dvorak's wild and unsupported allegations about political corruption, made while arguing a case in Provincial Court, demonstrate, in our view, a profoundly irresponsible attitude toward his role as counsel. They also constitute a serious abuse of position: to use one's status as counsel in order to make fanciful and unfounded charges tends to bring the entire profession into disrepute.

In his behaviour toward the Law Society, Mr. Dvorak has shown himself to be ungovernable. He gave assurances he clearly did not intend to honour. He made appointments he clearly did not intend to keep.

When invited to attend at his own discipline hearing, Mr. Dvorak left no doubt about his attitude toward his governing body: "I've got better things to do than waste my time with you jerks up there".

RECOMMENDATION AS TO PENALTY

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The Committee recommends that Robert Walter Dvorak be disbarred.

REASONS FOR RECOMMENDATION

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In our view, the evidence makes it clear that Mr. Dvorak does not understand what it means to be a professional. What is more, he has no respect for and no intention of being governed by the Law Society. He has no place in the profession.

Robert Walter Dvorak was called to the Bar and admitted as a Solicitor of the Supreme Court of Ontario on the 6th day of April, 1983.

ALL OF WHICH is respectfully submitted

DATED this 6th day of November, 1990

"Allan Rock"  
Allan M. Rock, Q.C.  
Chair

It was moved by Mr. Lerner, seconded by Mr. Thom that the Report of the Discipline Committee be adopted.

Carried

It was moved by Mr. Lerner, seconded by Mr. Thom that the Recommendation as to Penalty contained in the Report that is, that the solicitor be disbarred be adopted.

Carried

Counsel retired.

.....

Re: TIMOTHY JOHN LUTES, Orillia

Mr. Topp placed the matter before Convocation.

Mr. Thom did not participate.

The reporter was sworn.

Mr. Ronald Cohen appeared for the Society. No one appeared for the solicitor, nor was the solicitor present.

Mr. Cohen responded as to the service of the Report and his attempts to reach Mr. Lutes. Mr. Lutes' name was called outside Convocation with no response.

Convocation had before it the Report of the Discipline Committee dated 2nd August, 1990, together with the Affidavit of Service sworn 17th August, 1990 by Neesa Chittenden that she had effected service on the solicitor by registered mail on 16th August, 1990 and the Affidavit of Service sworn 20th November, 1990 by James E. Edwards that he had personally served the solicitor 20th November, 1990 (marked Exhibit 1). Copies of the Report having been forwarded to the Benchers prior to Convocation, the reading of it was waived.

The Report of the Discipline Committee is as follows:

THE LAW SOCIETY OF UPPER CANADA

The Discipline Committee

REPORT AND DECISION

D. Jane Harvey, Chair  
Gordon H.T. Farquharson  
Stuart Thom

In the matter of  
The Law Society Act  
and in the matter of

Reginald Watson  
for the Society

TIMOTHY JOHN LUTES  
of the City  
of Orillia  
a barrister and solicitor

Not Represented  
for the solicitor

Heard: June 5, 1990

TO THE BENCHERS OF THE LAW SOCIETY OF UPPER CANADA

IN CONVOCATION ASSEMBLED

The DISCIPLINE COMMITTEE begs leave to report:

REPORT

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On May 15, 1990, Complaint D79/90 was issued against Timothy John Lutes alleging that he was guilty of professional misconduct.

The matter was heard in public on June 5, 1990 before this Committee composed of D. Jane Harvey, Chair, Gordon H.T. Farquharson and Stuart Thom.

Mr. Lutes attended the hearing and was not represented. Reginald Watson appeared for the Society.

DECISION

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The following particular of professional misconduct was admitted and found to have been established:

Para. 2: Complaint D79/90)

- (a) He failed to file with the Society within six (6) months of the termination of his fiscal years ending February 28, 1988 and February 28, 1989, a statutory declaration in the form prescribed by the Rules and a report duly completed by a public accountant and signed by the member in the form prescribed by the Rules thereby contravening section 16(2) of the Regulation made pursuant to the Law Society Act.

Evidence

There was no Agreed Statement of Fact in this matter. However, the Solicitor admitted misconduct with respect to the Complaint.

RECOMMENDATION AS TO PENALTY

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This Committee recommends that the said Timothy John Lutes be suspended for a period of two months and thereafter until all of the outstanding matters are dealt with.

REASONS FOR RECOMMENDATION

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The Solicitor was reprimanded in Convocation in February 1987 for failing to maintain his books and records, breaching an undertaking to the Society regarding his trust and general accounts, failure to account to the Society for a \$16,323.65 sum and failure to file his annual Form 2/3's for two years. All matters were fulfilled prior to the hearing of that matter.

The Solicitor is now before us again on almost the same subject matter as before, an admitted complaint of failure to file annual Form 2/3's for two years. In this instance, the forms had not been prepared by the hearing date, but the Solicitor undertook to provide them to the Society by June 30, 1990.

The Solicitor did not provide us with an explanation for the delay. Indeed, the Solicitor did advise us that he has had the same accountant for the past several years, which should, if anything, facilitate the preparation of the Forms.

The recommendation of suspension has been made to impress upon the Solicitor the need to obey the Rules in a timely fashion and to encourage him to fulfill his obligations without requiring the Society to expend considerable time, energy and expense to require him to do so.

Timothy John Lutes was called to the Bar and admitted as a solicitor of the Supreme Court of Ontario on the 6th day of April, 1982.

ALL OF WHICH is respectfully submitted

DATED this 2nd day of August, 1990

"Jane Harvey"  
D. Jane Harvey, Chair

It was moved by Mr. Topp, seconded by Mr. Lerner that the Report of the Discipline Committee be adopted.

Carried

It was moved by Mr. Topp, seconded by Mr. Lerner that the Recommendation as to Penalty contained in the Report that is, that the solicitor be suspended for 2 months and thereafter until outstanding matters were dealt with be adopted.

Counsel, the reporter and the public withdrew while Convocation considered the matter.

It was moved by Mr. Wardlaw, seconded by Mr. Carey that the suspension be reduced to 1 month and thereafter.

Lost

The Recommendation as to Penalty contained in the Report was adopted.

Counsel, the reporter and the public were recalled.

Convocation informed counsel of their decision to suspend the solicitor for a period of 2 months and thereafter until outstanding matters are dealt with.

Counsel retired.

.....  
Re: FRANCES ALICE MURPHY, Toronto

Mr. Topp placed the matter before Convocation.

The reporter was sworn.

Mr. Robert Conway appeared for the Society and the solicitor who was not represented was present.

Convocation had before it the Acknowledgement, Declaration and Consent signed by the solicitor 22nd November, 1990 (Marked Exhibit 1) together with the Report of the Discipline Committee dated 6th November, 1990, and the Affidavit of Service sworn 20th November, 1990 by Louis Katholos that he had effected service on the solicitor by registered mail on 9th November, 1990 (marked Exhibit 2). Copies of the Report having been forwarded to the Benchers prior to Convocation, the reading of it was waived.

The Report of the Discipline Committee is as follows:

THE LAW SOCIETY OF UPPER CANADA

The Discipline Committee

REPORT AND DECISION

Roderic G. Ferguson, Chair  
Thomas J.P. Carey  
Mrs. Netty Graham

In the matter of  
The Law Society Act  
and in the matter of

J. Robert Conway  
for the Society

FRANCES ALICE MURPHY  
of the City  
of Toronto  
a barrister and solicitor

Warren McRae  
for the solicitor

Heard: September 12, 1990

TO THE BENCHERS OF THE LAW SOCIETY OF UPPER CANADA  
IN CONVOCATION ASSEMBLED

The DISCIPLINE COMMITTEE begs leave to report:

REPORT

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On March 15, 1990, Complaint D48/90 was issued against Frances Alice Murphy, alleging that she was guilty of conduct unbecoming a Barrister and Solicitor.

The matter was heard in public on September 12, 1990, before this Committee composed of Roderic G. Ferguson, Chair, Mrs. Netty Graham and Thomas J.P. Carey. Mrs. Murphy appeared in person and was represented by Warren McRae. J. Robert Conway appeared as counsel for the Law Society.

DECISION

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The following particular of conduct unbecoming was admitted and found to have been established:

Complaint D48/90

- 2(a) On January 17, 1989, she pleaded guilty to defrauding the Law Society of Upper Canada [Legal Aid Plan of Ontario] between the period September 1, 1979 and February 28, 1985 in the amount of \$12,070.38.

Evidence

The evidence before the Committee on the issue of conduct unbecoming was in the form of the following Agreed Statement of Facts:

"AGREED STATEMENT OF FACTS"

I. JURISDICTION AND SERVICE

1. The Solicitor admits service of Complaint D48/90 and is prepared to proceed with a hearing of this matter September 12, 1990.

II. IN PUBLIC/IN CAMERA

2. The parties agree that this matter should be heard in public pursuant to Section 9 of the Statutory Powers Procedure Act.

III. ADMISSIONS

3. The Solicitor has reviewed Complaint D48/90 and admits the particulars contained therein.

IV. FACTS

4. Ms. Murphy's practice was the subject of an extensive investigation conducted jointly by the Law Society, the Ontario Legal Aid Plan and the Ontario Provincial Police. On January 17, 1990, Ms. Murphy pleaded guilty to defrauding the Law Society of Upper Canada of one count of fraud in excess of \$1,000, contrary to Section 380(1)(a) of the Criminal Code.

5. The facts supporting the conviction were that on twenty-three of the files on which Ms. Murphy billed Legal Aid during the period from 1981 to 1985, she billed Legal Aid for services which were not rendered and court appearances not made and was credited with having performed those services. The total value of the fraudulent billings which she submitted to Legal Aid was \$12,070.38. Details of the fraudulent billings are set out in an agreed summary which was filed with the Court at the time of Ms. Murphy's plea. The summary is attached as Appendix "A" to this Agreed Statement of Facts.

6. Ms. Murphy received a suspended sentence and was placed on probation for three years, with a condition that she investigate alcohol abuse treatment. In his submissions on sentence, the Crown Attorney acknowledged that Ms. Murphy's alcoholism was a contributing factor to the fraud.

7. The Court also that Ms. Murphy repay Legal Aid the \$12,070.38 which she fraudulently billed. The \$12,070.38 has been set off against the \$30,000 or so which Legal Aid owed Ms. Murphy at the time.

V. PENALTY

The parties jointly submit that Ms. Murphy be permitted to resign. Such substantial dishonesty would ordinarily warrant disbarment, but in this case counsel for the Law Society joins in the submission for permission to resign because Ms. Murphy's alcoholism was a contributing factor.

EXHIBIT A

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Regina v. Frances A. Murphy  
 Facts to be Read in by Crown  
 Counsel on Plea of Guilty

File #1: Nancy E. Gorst

On February 3, 1981, Nancy Gorst was arrested and remanded into custody to February 5, 1981 for a bail hearing in connection with a charge of fraud not exceeding \$200.00. On February 5 and 6, Ms. Gorst appeared in Milton Provincial Court in connection with a bail hearing and was represented by duty counsel, June McAskie. Subsequently, Ms. Murphy became involved in the file. On March 2, 1981, Ms. Murphy submitted her invoice to Legal Aid. With her invoice, she sent a solicitor's Legal Aid report in form 10, indicating that she had completed the work billed. She also submitted a letter stating that it was necessary for her to attend at the bail hearing, and asking that the Legal Aid certificate be backdated to include that work. The effective date of the Legal Aid certificate had been February 10, 1981. Ms. Murphy invoiced Legal Aid for \$125.00 in connection with the bail hearing, plus travel time of \$30.00 (gross). The net amount is 75% of these figures. She was credited the amount reflected in her invoice.

On March 26, 1981, Catherine Schultz of the Ontario Legal Aid Plan sent Ms. Murphy a letter indicating that different tariffs applied if the subject matter of the fraud against Ms. Gorst was in excess of \$200.00. Subsequently, on May 7, 1981, Ms. Murphy sent a letter to the Plan in response to Ms. Schultz's letter of March 26, identifying the charge against Ms. Gorst as being fraud over \$200.00. She also stated that she was including a letter from the Area Director of Legal Aid, amending the effective date of the Legal Aid certificate to include work supposedly done on February 6, 1981.

At the time, a fraud under \$200.00 would have yielded a "fairly small block fee"; \$200.00 for a guilty plea or \$300.00 for a trial, plus travel time. There was no block fee applicable to the offence of fraud over \$200.00. Ms. Murphy billed Legal Aid \$625.00 (gross) and was credited \$555.00 (gross).

File #2, Michael J. Downey

On March 13, Mr. Downey, who was then a juvenile, was charged with a delinquency arising out of a robbery.

The first date for which Ms. Murphy invoiced the Ontario Legal Aid Plan for professional services in connection with this file was March 16, 1981. She claimed to have had discussions with the client and his parents on that day, invoicing \$42.00 (gross) and being credited that amount (gross). This was actually the first day on which Mr. Downey was in court. He was represented by duty counsel, Cameron Hillmer and entered a plea of not guilty. The case was then adjourned to April 27, 1981 for preparation of a social history report. Ms. Murphy was not present that day. Similarly, Ms. Murphy billed the Plan a total of \$161.00 (gross) and was credited with that amount in connection with discussions with the police and attending Milton Family Court to enter a plea to the charge, although both of these supposed events took place prior to April 7, 1981, when Ms. Murphy actually met Mr. Downey's mother and was retained by her.

When she met with the client's mother on April 7, 1981, Ms. Murphy received from that individual a retainer of \$100.00, something which was forbidden by section 138(1) of Regulation 557, R.R.O. 1970, made pursuant to the Legal Aid Act.

Ms. Murphy also invoiced the Plan \$21.00 (gross) and was credited that amount for meeting with the client's mother on that occasion. The prosecution has not taken this \$21.00 fee into account in determining the total amount of the fraud.

File #3, David B. Shewell

This file is not included as part of the Crown's allegations.

File #4, Robert L. Thomas

In August 1982, Mr. Thomas was an inmate serving a sentence at the Maplehurst Correctional Centre in Milton. His lawyer was Ms. Murphy.

Although Ms. Murphy visited Mr. Thomas at Maplehurst September 2, 1982, she did not invoice Legal Aid for that visit. She did, however, invoice the Plan \$84.00 (gross) and was credited with that amount in connection with a visit which was supposed to have taken place on September 20, 1982. In fact, no meeting took place between 9:30 and 11:30 a.m. as claimed by Ms. Murphy. In fact, Ms. Murphy concurrently billed that time to another file (File #28, Elena Cairns) in connection with discussions with a client regarding discoveries, and invoiced and was credited \$144.00 (gross).

Ms. Murphy's invoice reflects a court appearance on October 4, 1982, for which she billed \$42.00 (gross) and was credited a \$20.00 (gross) block fee for setting a date. In fact, none of Mr. Thomas's cases was in court on that day.

Mr. Thomas's first court appearance in a Milton court was October 18, 1982. The case was adjourned to October 25. While the endorsements reflect the fact that Ms. Murphy was lawyer of record, they also indicate that she was not present in court, and the matter was spoken to by duty counsel.

Ms. Murphy's bill reflects a charge of \$84.00 (gross) for which she was credited that amount, for visiting Mr. Thomas at Maplehurst from 1:30 to 3:30 p.m. on October 20, 1982. This meeting did not take place. This time was in fact concurrently billed to another file (File #27, Marlene Mackay), in respect of which Ms. Murphy billed \$84.00 (gross) and was credited that amount.

Ms. Murphy billed the Plan \$84.00 (gross) and was credited that amount in connection with trial preparation on October 21, 1982. In fact, there never was any trial in the Thomas matter and Ms. Murphy never attended any of his court appearances. When the matter was in court on October 25, 1982, Mr. Thomas was represented by duty counsel. Mr. Murphy invoiced the Plan \$280.00 plus travel time of \$30 (gross) and was credited that amount. Her diary reflects the fact that she was acting as a part-time assistant Crown in Burlington Provincial Court on that date.

File #6, Jacqueline Pickering

Ms. Pickering was involved in divorce proceedings. The lawyer whom she had initially retained was disbarred, and the matter was referred to Ms. Murphy. Ms. Murphy met Ms. Pickering in January 1982. However, when she submitted her invoice to the Ontario Legal Aid Plan, it included claims for professional services performed in the fifteen month period prior to their meeting. For example, Ms. Murphy claimed to have interviewed Ms. Pickering on October 9, 1980, invoicing \$84.00 (gross) and being credited \$96.00 (gross). Her invoice reflects a concurrent billing (to File #25, Matthew Killen) for which she charged \$72.00 (gross) and was paid \$63.00 (gross).

Ms. Murphy invoiced the Plan for drafting a petition of divorce and supporting material on October 11, 1980, invoicing and being paid \$48.00 (gross).

She invoiced the Plan for drafting a notice of motion and affidavits respecting interim relief on October 12, 1980, billing \$42.00 (gross) and being paid \$48.00 (gross).

Identical amounts were billed and paid on October 15, 1980, in relation to supposed review of documents and pleadings with the client.

For receipt of answer and counter petition, allegedly on October 30, 1980, Ms. Murphy billed \$21.00 (gross) and was paid \$24.00 (gross).

For discussions with the client's husband's lawyer regarding the interim motion and support on November 2, 1980, Ms. Murphy billed \$21.00 (gross) and was paid \$24.00 (gross). Also in the month of November 1980, are claims for preparing for cross-examinations, and meeting with the opposing counsel to discuss interim issues. For these items, she billed a total of \$252.00 (gross) and was credited a total of \$288.00 (gross).

Ms. Murphy's client file discloses that she wrote a letter to Ms. Pickering on July 18, 1981, stating, "I am still waiting to hear from you to come in and prepare the necessary documents to proceed with the above-noted divorce." Moreover, this letter was sent to an address which the client was not then living.

As noted above, Ms. Murphy did not open a client file in relation to Ms. Pickering until January 11, 1982.

Ms. Murphy's invoice reflects work in preparing the client for a hearing for two hours on March 27, 1983. For this, she billed \$84.00 (gross) and was allowed \$96.00 (gross). This was concurrently billed to another file (File #34, Debrah Urh) for which Ms. Murphy billed \$132.00 (gross) and was credited that amount.

The actual divorce hearing took place on March 27, 1983. Ms. Murphy billed for a contested divorce, indicating that the matter took two hours. She charged \$180.00 plus \$30.00 travel time (both amounts gross) and was credited those amounts. However, the matter was not contested, as is reflected in correspondence between Ms. Murphy and the opposing lawyer, as well as the court records. For an uncontested divorce, Ms. Murphy would have been entitled to a block fee of \$420.00 (gross). Instead, she indicated that the divorce was contested and billed \$1,062.00 (gross).

File #7, Karen Pearston

Mrs. Pearston retained Ms. Murphy in connection with a support and custody application. The application of support and custody was completed by Carol Lyons, a social worker. However, Ms. Murphy invoiced the Plan \$88.00 (gross) and was paid that amount for completion of these documents. There is only one such application in the court file.

While Ms. Murphy attended court on February 1, 1983, at which time the application was spoken to in Provincial Court (Family Division), she did not invoice the Plan the \$20.00 (gross) to which she was entitled for that appearance. She did, however, invoice the Plan \$179.00 (including disbursements) and was paid that amount in connection with argument on interim orders for custody on February 8, 1983. The case was not in court on that day.

Between that date and May 2, 1983, Ms. Murphy invoiced the Ontario Legal Aid Plan for work performed on this file on three occasions. On one of those occasions, there were two instances of concurrent billing (with file #10, Paul Ferreira and File #30, Susan Haggart).

The Pearston case was settled with minutes of settlement agreed to in court on May 2, 1983. Despite the fact, Ms. Murphy billed for three hours of trial preparation for the evening of May 2, 1983. She invoiced \$132.00 (gross) and was paid that amount. She also billed for trial preparation and one day of trial time on May 3, 1983. For this, she invoiced \$458.00 (gross) and was credited that amount. Similarly, for May 4, 1983, she invoiced the Plan for one day of trial time plus travel time, for a total of \$326.00 (gross); again, she was credited that amount. This bill was submitted to the Ontario Legal Aid Plan on May 20, 1983.

File #8, Mark Currie

Mr. Currie was arrested on a charge of impaired driving. He was released by the officer in charge on a promise to appear. A copy of this document appears in Ms. Murphy's client file. However, Ms. Murphy charged the Plan for attendance at a bail hearing and related travelling time (gross amounts of \$131.00 plus \$32.00) and was paid accordingly.

Ms. Murphy invoiced the plan \$21.00 (gross) and was credited that amount for a court appearance on February 14, 1983. The matter was not before the court on that date. When it was in court, eight days later, Mr. Currie was not represented by counsel.

Ms. Murphy's accounts also refer to attending at Oakville Provincial Court on March 22, 1983, although the information does not reflect her attendance at that time. Instead, the client file includes a letter to the Crown Attorney indicating available dates, and her diary shows "Florida".

When Mr. Currie pleaded guilty to driving with over 80 mg in 100 mL of blood and was sentenced to fourteen days imprisonment on May 18, 1983, Ms. Murphy represented him. She did not, however, invoice the Plan for professional services rendered on that date.

Ms. Murphy did invoice the Plan for two hours in interviewing the accused regarding the trial, supposedly on June 6, 1983. She also invoiced the Plan for one hour's time for disclosure discussions with the Crown, allegedly on June 7, 1983. The invoice reflects that three hours were spent on trial preparation on June 8, 1983. Significantly, the invoice reflects that Ms. Murphy attended at Oakville Provincial Court for a one day trial on June 13, 1983. The matter had, of course, been concluded on May 18 with a plea of guilty.

Ms. Murphy also invoiced the plan for one hour for preparing for sentence on June 19, 1983 and for a half day court appearance for sentencing on June 20, 1983.

For a guilty plea on the offence to which Mr. Currie pleaded, Ms. Murphy was entitled to \$158.00 (gross). For a not guilty plea she was entitled to \$263.00 (gross). In this case, she obtained a discretionary increase on the basis of extraordinary service which she claimed to have provided. This service was not in fact rendered. She was paid \$713.00 (gross).

File #9, Lorna Cowell

The litigation regarding Lorna Cowell had to do with a supervision order in relation to her son. The client and her husband signed an agreement giving temporary custody and control of their son to the Children's Aid Society. The matter was adjourned sine die by a Judge of the Provincial Court (Family Division) on April 28, 1983. Between May 10, 1983 and May 27, 1983, Ms. Murphy invoiced the Ontario Legal Aid Plan in connection with professional services allegedly rendered in connection with this case, even though it had been settled and adjourned sine die on April 28. The professional services supposedly rendered included discussions with the client and her husband, preparation for a pre-trial conference regarding wardship hearing, attending at Provincial Court (Family Division) for a pre-trial conference, preparation of client and husband for trial and discussions with witnesses, trial preparation and attendance in court for a full day trial. For this, she invoiced a total of \$910.00 (gross). She was credited \$870.00 (gross).

File #10, Paul Ferriera

Ms. Murphy represented Mr. Ferriera on a bail hearing in connection with a charge of break, enter and theft on April 8, 1983. She did so as duty counsel. The appropriate invoice was submitted to the Ontario Legal Aid Plan in this respect.

Subsequently, a Legal Aid certificate was issued in favour of Mr. Ferriera and Ms. Murphy was retained. She charged the Plan for attendance at the bail hearing in connection with the break, enter and theft charge, billing \$163.00 (gross) and being credited that amount. The date on which she claims to have performed this service was April 18, 1983, resulting in concurrent billing with two other files (File #7, Karen Pearston and File #30, Susan Haggart).

Mr. Ferriera did not appear when scheduled to do so. His warrant was still outstanding on May 3, 1983, a day for which Ms. Murphy invoiced the plan \$21.00 (gross) for attending at Oakville Provincial Court to set a date. Mr. Ferriera was subsequently arrested and held for a bail hearing. He was represented at that bail hearing by duty counsel, Mr. David Harris. The Ferriera case was in court on May 18, May 25 and May 30, 1983. On each occasion, Ms. Murphy appeared for him but did not invoice the Plan. On May 30, 1983, Mr. Ferriera was remanded to July 26, 1983 for a psychiatric assessment.

Ms. Murphy's invoice indicates that on June 2, 1983, she spent four hours preparing her client for a preliminary hearing. She billed \$200.00 (gross) and was paid \$176.00 (gross). She billed the Plan for one full day for attending a preliminary inquiry on June 3, 1983. In fact, there was no preliminary hearing on this matter at any time, and it was not in court on that day. She billed \$252.00 (gross) and was paid \$210.00 (gross).

When Mr. Ferriera was brought back to court earlier than scheduled for June 14, 1983, he was remanded to June 26 for psychiatric assessment. He was represented in court by Ms. Murphy. There was no bail hearing for Ferriera that day, only an adjournment. Ms. Murphy invoiced the Plan for a bail hearing, plus travel time, billing \$163.00 (gross) and being credited that amount. She was entitled to an adjournment fee of \$25.00, so that the amount overbilled was \$138.00 (gross).

The matter was brought back before the court on June 21, 1983, at which time Ms. Murphy appeared on Mr. Ferriera's behalf. On that date, the case was adjourned to July 6, 1983 for trial.

Ultimately, on July 6, 1983, Mr. Ferriera pleaded guilty to the charge of break, enter and theft and the charge of failing to appear was withdrawn by Crown counsel. Ms. Murphy was present with him on that day. In her invoice to Legal Aid, she indicated that she had spent a full day in court for trial on all charges. She invoiced \$294.00 (gross) and was paid that amount. In fact, she was entitled to only \$147.00 for a guilty plea to the break, enter and theft charge and securing withdrawal of the charge.

File #11, Nigel Bull

Mr. Bull was charged in connection with a bomb threat. On March 7, 1983, he received judicial interim release after a bail hearing at which Ms. Murphy acted as duty counsel. She invoiced Legal Aid Plan for duty counsel services on that day.

Subsequently, a Legal Aid certificate was issued in connection with Mr. Bull, and Ms. Murphy was retained. Her invoice to the Plan reflects a charge of \$163.00 (gross) for attending at Milton Provincial Court for a bail hearing on March 14. She has paid that amount. Mr. Bull did not have a bail hearing on that day; instead, he had been released one week earlier, when Ms. Murphy acted as duty counsel for him. Between March 16 and May 16, 1983, Ms. Murphy billed the Legal Aid Plan for services in connection with this case which in fact she did not perform. The total amount billed in this fashion was \$221.00 (gross); she was credited \$197.00 (gross).

Ms. Murphy's bill reflects that she spent one full day attending at a preliminary inquiry on May 17, 1983 in connection with this case. She billed \$294.00 (gross) and was credited \$210.00 (gross). While the matter was in court on that day, to set a date, Ms. Murphy was not present in court. In addition, this time was concurrently billed to two other files (File #31, John Chapman and File #33, Lee Stewart).

The case was adjourned to May 31, 1983. Ms. Murphy represented Mr. Bull on the adjournment, but her invoice does not claim an adjournment fee.

Ms. Murphy's invoice describes professional services apparently rendered on July 18, 1983. She claimed on that date to have had discussions with her client for two hours in order to prepare for a trial and she was credited \$88.00 (gross) after submitting a bill in the amount of \$100.00 (gross).

One full day of trial is claimed in Ms. Murphy's invoice in connection with July 20, 1983. She billed and was credited \$326.00 (gross). However, Mr. Bull failed to appear on that date and a bench warrant was issued at 10:15 a.m.

Ultimately, Mr. Bull was arrested and entered a plea of guilty to bomb threat, mischief and failing to appear charges. He was represented by Ms. Murphy. The Legal Aid certificate could have been extended by the Area Director of Legal Aid, but because the cases were all disposed of on the same day, the Plan would have paid only for the charge referred to in the certificate (the bomb threat charge).

File #12, Phyllis Roach

Phyllis Roach retained Ms. Murphy in connection with a custody and support application. The matter was last before the court on September 15, 1982, at which time it was adjourned sine die on consent, to be brought back on with seven days' notice from either side. This is the last day the matter was in court, and the court file contains no record of an application to have the matter brought back on. Ms. Murphy did not invoice the Plan for this appearance, she was entitled to \$20.00 (gross).

In her invoice to the Ontario Legal Aid Plan, Ms. Murphy claimed to have provided professional services in connection with this file on December 9, 10, 14 and 15, 1982 which were not in fact performed. These included preparation for pre-trial conference, attendance at a pre-trial conference, preparation for trial and attendance at a one day trial. She billed \$624.00 (gross) for these services and was credited \$756.00 (gross).

File #13, Donald Pickett

On October 5, 1982, Ms. Murphy represented Mr. Pickett on a charge of trafficking in a narcotic. At that time, he pleaded guilty to the charge and was remanded out of custody to October 27, 1983 for sentence.

Ms. Murphy's invoice claims one hour for discussions with the federal Crown regarding disclosure on October 19, 1983. She billed \$50.00 (gross) and was credited \$46.00 (gross). This was concurrently billed (to file #23, Linda Williams).

Ms. Murphy's invoice also reflects a claim for 3 hours for trial preparation on October 26, 1983. In that regard, she billed \$150.00 (gross) and was credited \$138.00 (gross). In connection with this entry on her account, there is also a concurrent billing (with File #15, Laurie Corby).

Mr. Pickett was sentenced on October 27, 1983 to imprisonment for 2 months to be followed by probation for 18 months. Ms. Murphy represented him but did not invoice the plan for that appearance.

Ms. Murphy did, however, invoice the Plan for a one day trial which supposedly took place on October 28, 1983. She invoiced the Plan \$343.00 (gross) and was credited that amount. There was also a concurrent billing for the entire day (with File #15, Laurie Corby). Ms. Murphy further invoiced the Plan for two hours for preparation for sentencing on November 1, 1983, billing \$100.00 (gross) and being credited \$96.00 (gross).

Ms. Murphy's invoice indicates that finally, on November 2, 1983, she was present for sentencing from 9:30 a.m. to 12:00 noon. She billed \$184.00 (gross) and was credited \$188.50.

On this file, Ms. Murphy was entitled to a maximum of \$560.00 (gross). Instead, she was credited \$918.00 (gross). The total fraud in connection with this file is \$358.00.

File #14, Daniel Styles

Mr. Styles was arrested and charged with the offence of trafficking in a narcotic in February 1982. Although not represented by counsel, he gained judicial interim release on February 25, 1982. Subsequently, a Legal Aid certificate was issued in his favour, and Frances Murphy was retained.

Ms. Murphy invoiced the Plan for attending at a bail hearing on March 4, 1982. The bail hearing had, in fact, taken place before the effective date of the certificate, and Mr. Styles had represented himself. She invoiced \$175.00 (gross) and was credited that amount.

Ms. Murphy's invoice reflects a claim for May 3, 1982 for a total of five hours of work on this file. She indicates that from 6:00 o'clock to 8:00 o'clock she interviewed the accused while from 7:00 o'clock to 10:00 o'clock, she was engaged in preparation for the preliminary hearing. This aspect of the invoice involves an overlap of one hour, unless one period is a.m. and the other is p.m. In this respect, she billed \$240.00 (gross) and was paid \$210.00 (gross).

Ms. Murphy's invoice claims that she was present on September 13, 1982 in order to set a date at Milton County Court. In fact, the matter was not in court on that date, and the trial date had been set at the assignment court on June 7, 1982. She invoiced \$20.00 (gross) but was paid \$60.00 (gross).

Ms. Murphy's invoice further indicates that on November 2, 1982, she attended Milton County Court for a bail review. For this she billed \$126.00 (gross) and was paid \$280.00 (gross). However, the Court records do not indicate that a bail review took place at that time.

Daniel Styles pleaded guilty to two counts on December 1, 1982. The court minutes reflect that the matter was before the court for a total of only twenty minutes. The case was adjourned to January 28, 1983, for sentence.

For the following day, December 2, 1982, Ms. Murphy invoiced the Ontario Legal Aid Plan for two hours, from 6:00 o'clock to 8:00 o'clock, for preparing her client for trial, and for a further three hours, from 7:00 o'clock to 10:00 o'clock, for trial preparation. She billed \$240.00 (gross) and was credited \$210.00 (gross).

Ms. Murphy invoiced the Ontario Legal Aid Plan for a full day trial in County Court, alleged to have taken place on December 3, 1982. She invoiced the Plan \$310.00 (gross) and was paid that amount.

On December 21, 1982, Ms. Murphy attended in court and secured a slight bail variation in that Mr. Styles' reporting conditions were amended. She did not charge for this bail variation, but had charged for one on November 2, 1982.

File #15, Laura Corby

Laura Corby was involved in litigation with her husband concerning a custody and access issue. Ms. Murphy's invoice claims that on September 27, 1983, she attended Provincial Court (Family Division) at Milton for one half day in connection with an interim hearing. She billed \$154.50 (gross) and was paid \$110.00 (gross). In fact, there was no hearing on that date.

The invoice for this file includes an entry for October 26, 1983. The invoice indicates that on that date, Ms. Murphy prepared her client and witnesses for trial from 3:00 o'clock to 5:00 o'clock and that from 9:00 o'clock to 11:00 o'clock, she prepared a trial brief and memorandum of the relevant case law. She billed \$92.00 (gross). It is difficult to determine what precisely she was paid for this; in the end, she was paid for nine hours of work on the file after her billing for eleven. One hour of the billed time was the subject of a concurrent billing (to File #13, Donald Pickett).

The invoice further recites that on October 28, 1983, Ms. Murphy attended Milton Provincial Court for a trial. She billed \$343.00 (gross) and was paid that amount. In fact, there was no trial on that day. When the matter was in court on October 15, it had been adjourned to December 13, for a pretrial. She had been present for that adjournment. Moreover, the entirety of this date was billed concurrently with another file (file #13, Donald Pickett).

File #16, Craig Matthews

Mr. Matthews was charged with two property offences and one count of breach of probation. Ms. Murphy acted for him as duty counsel at his bail hearing on March 7, 1983. She billed the Plan for acting as such. When a Legal Aid certificate was subsequently issued, she billed the Plan for an adjourned bail hearing on March 7, 1983, invoicing \$21.00 (gross) and being paid that amount.

The invoice further indicates that Ms. Murphy discussed the case with her client's parents from 9:00 o'clock to 10:00 o'clock and that from 2:00 o'clock to 4:00 o'clock, she attended at Milton Provincial Court for a trial. She billed \$131.00 (gross) and was paid that amount plus \$32.00 (gross) for travel time. In fact, there was no trial on that day. Moreover, Ms. Murphy also invoiced the Plan for acting as duty counsel on that date.

Although Ms. Murphy invoiced the Plan \$21.00 (gross) and was paid that amount for setting a date on March 14, 1983, the case was not in court on that date.

Craig Matthews entered a plea of guilty to one of the property offences and to the breach of probation charge on March 18, 1983. Ms. Murphy represented him on that occasion. After this case had been disposed of, Ms. Murphy charged the Ontario Legal Aid Plan for professional services which were not rendered. Specifically, she claimed to have obtained disclosure from the Crown, discussed the charges with the client, discussed the charges with the investigating officers, and to have prepared for trial. In total, she invoiced the Plan \$355.00 (gross). She was credited \$308.00 (gross). One of the occasions in respect of which she claimed to have provided services, there was a concurrent billing (with File #31, John Chapman).

Ms. Murphy's invoice to the Legal Aid Plan also states that on May 11, 1983, she attended at Milton for a one day trial. She invoiced \$360.00 (gross) and was credited \$326.00 (gross). At least part of this time was concurrently billed with another file (file #35, Marlene Monkhouse).

Finally, the invoice also claims for preparation for sentencing, for which she billed \$100.00 (gross) but was credited \$88.00 (gross), and attendance at court for one half day on the sentencing, for which she billed \$180.00 (gross) but was credited \$179.00 (gross). These services were supposedly rendered on May 30 and 31, 1983. In connection with the latter date, Ms. Murphy also charged the Ontario Legal Aid Plan for acting as duty counsel.

File #17, Maria Avila

Maria Avila was another one of Ms. Murphy's clients who was involved in custody and support litigation. Her case was adjourned sine die on January 26, 1984, to be brought back on with seven days' notice. The case was never brought back on. However, Ms. Murphy's invoice recites that she performed professional services on January 27 and 28 and February 15 and 16, 1984 in connection with this case. She claimed to have prepared for cross-examination, attended for cross-examination, prepared for a motion regarding custody, support and division of assets, and to have attended for argument of the motion. In all, she billed \$550.00 (gross) and was paid \$571.00 (gross).

File #18, Frieda Braniff

Frieda Braniff also retained Frances Murphy to act for her in connection with an application for custody and support. The case was last in court on March 8, 1984, at which time it was adjourned sine die. Following that adjournment, Ms. Murphy claimed to have provided professional services on March 19 and 22 and May 3, 4, 6 and 7, 1984. Her invoice indicates that she prepared for cross-examinations and prepared her client, attended for cross-examinations, prepared for trial, and attended for trial on two occasions. She billed a total of \$1,464.00 (gross) and was credited that amount.

File #19, Robert Everton

Robert Everton was one of Ms. Murphy's criminal clients. Her invoice recites that on October 12, 1984, she was present in Brampton Provincial Court for one day for continuation of a trial. She billed a total of \$343.00 on that occasion. In fact, the case was not in court on that date. It had been disposed of two days earlier by way of a guilty plea. Ms. Murphy had represented him at that time, and had invoiced the Plan for professional services on that day. Moreover, for this day there is a concurrent billing of two hours (with File #20, Georgina Hartsell).

File #20, Georgina Hartsell

This case was first in court on July 19, 1984, at which time it was adjourned to August 2, 1984. It was then adjourned to September 27, 1984, when it was withdrawn. The litigation related to an application for a supervision order by the Children's Aid Society.

Ms. Murphy's invoice indicates that on September 20, 1984, she spent two hours in Milton at a pre-trial conference. She billed \$92.00 (gross) and was allowed that amount. In fact, there was no such pre-trial conference.

Fifteen days after the matter was withdrawn, Ms. Murphy invoiced the Plan for two hours for preparing the client for the hearing and interviewing the necessary witnesses. She billed \$92.00 (gross) and was paid that amount. This time was concurrently billed with another file (File #19, Robert Everton).

Similarly, Mr. Murphy's account, which is dated November 20, 1984, refers to professional services performed on October 15, 17, and 18, 1984. On these occasions, Ms. Murphy is supposed to have interviewed the child's school teacher, prepared for the hearing, and spent half a day at Milton Family Court at the hearing itself. She billed a total of \$338.50 (gross) and was credited this amount.

File #21, Kimberley McGill

Ms. McGill was involved in litigation before the Family Court. Ms. Murphy's invoice indicates that she assisted Ms. McGill in preparing an application and financial statements, claiming for one hour's work. She billed \$46.00 (gross) and was credited this amount. However, Ms. Murphy did not prepare these documents. They are in Ms. McGill's own handwriting.

Although the account submitted to Legal Aid claims that one half day was spent on interim hearing on November 26, 1984, the case was not in court on that day. The first court date was November 19, 1984. The case was then adjourned to December 3, 1984, when it was adjourned sine die. For the work allegedly performed on November 26, Ms. Murphy invoiced and was paid \$188.50 (gross).

Similarly, the entry on the invoice referring to November 30, 1984 is fictitious. This entry refers to one half day spent at the continuation of the hearing. The case was not in court on that day. Ms. Murphy invoiced and was paid \$188.50 (gross) for work supposedly performed on this occasion.

After the matter was adjourned sine die, Ms. Murphy claimed to have discussed the matter with her client and to have prepared for trial and to have attended a one day trial on the issue of access. These services were supposedly performed on December 10 and 11, 1984. In respect of these dates, Ms. Murphy invoiced and was paid \$573.00 (gross).

File #22, Warren Stevens

There are several irregularities in connection with invoice submitted respecting this criminal case.

The invoice indicates that on October 17, 1982, Ms. Murphy attended at the Hamilton-Wentworth Detention Centre to interview the client regarding a bail hearing. She invoiced \$44.00 (gross) and was allowed that amount. However, there never was a bail hearing in this matter, because the client was released on a promise to appear.

Similarly, the invoice is misleading in that it refers to a bail hearing taking place on October 18, 1982. For this, Ms. Murphy charged and was paid \$163.00 (gross).

Ms. Murphy charged for a court appearance on October 26, 1982, when the matter was not in fact in court. She charged and was credited \$21.00 (gross).

Although the matter was in court on November 2, 1982, Ms. Murphy was acting as duty counsel on that occasion. Despite this, she charged and was paid \$21.00 (gross).

The invoice is also misleading in that it refers to a court appearance on December 3, 1982, for which Ms. Murphy invoiced and was paid \$21.00 (gross). However, the case had been adjourned on November 23, 1982, to February 18, 1983, for trial. Ms. Murphy had been present on that occasion.

The invoice recites that Ms. Murphy was present for one day on a preliminary inquiry in connection with this charge on February 21, 1983. For this, she invoiced and was paid \$210.00 (gross). However, the case was not in court on that day, and there was never a preliminary hearing in these proceedings. In a letter from the Ontario Legal Aid Plan dated October 17, 1983, Ms. Murphy was asked if evidence had been heard on February 21st. In a letter to the Plan, dated December 20, 1983, Ms. Murphy replied that evidence had been heard on that date. She also provided information that the time she was in court extended from 10:00 a.m. to 1:00 p.m. and 2:30 p.m. to 4:00 p.m.

The endorsement on the Information reflects that the accused had failed to appear on February 18th.

Warren Stevens pleaded guilty on May 18, 1983.

Ms. Murphy invoiced the plan for continuation of the trial on May 19, 1983, invoicing \$210.00 (gross) but being credited \$326.00 (gross). When subsequently asked by the Plan for clarification of her billing for May 19, Ms. Murphy replied that she was actually engaged on May 19, from 10:00 a.m. to 1:00 p.m. and from 2:30 p.m. to 4:00 p.m. and that Stevens had been committed for trial on February 21, 1983, a date on which the case was not in fact in Court.

The invoice further states that on June 16, 1983, Ms. Murphy spent two hours preparing for sentencing. She invoiced and was paid \$88.00 (gross). However, the sentencing had already taken place on May 18th, the same day that Mr. Stevens had pleaded guilty with Ms. Murphy representing him.

Finally, it is stated in the invoice that on June 17, 1983, Ms. Murphy spent one half day at Milton Court on sentencing. She billed \$105.00 (gross) but was paid \$179.00 (gross). The case had been disposed of on May 18, 1983, approximately one month earlier.

File #23, Linda Williams

The final file comprising part of the Crown's allegation in this matter is yet another family law case.

Ms. Murphy invoiced the Plan for one hour for discussions with the husband's lawyer on October 3, 1983. She billed and was paid \$53.00 (gross). This was concurrently billed with another file (file #33, Lee Stewart).

The case involving Linda Williams sine die on October 6, 1983. Despite this, Ms. Murphy's invoice reflects charges for personal services after that date. The invoice indicates that between October 18 and November 9, 1983, Ms. Murphy prepared for cross examinations, attended for cross-examinations, prepared for the return of the motion and attended Milton County Court for the argument of the motion. In total, the amount of the fraud alleged in connection with this file is \$646.00 (gross).

Reliance by Ontario Legal Aid Plan Personnel on Invoices Submitted by Ms. Murphy

Once submitted to the Ontario Legal Aid Plan, a solicitor's account of work performed under a Legal Aid certificate is inspected by an accounts examiner to have the applicable tariff applied to it. At the relevant time, all accounts went to an accounts examiner for approval. These Legal Aid Plan personnel have nothing to rely on but the lawyer's word in the account and the certifications. In practical terms, there is no mechanism to check out the veracity of the assertions made in the

accounts. When inspecting accounts, the Legal Aid Plan personnel focus on payment for services rendered rather than payment of the amounts indicated. This explains the fact that on several occasions, the Legal Aid Plan credited Murphy a greater amount than she had billed for.

Applicable Provisions of the Regulations Made Pursuant to the Legal Aid Act

Regulation 557, R.R.O. 1970, which was in force at the time of the events described in the Downey file (file #2) provides that a lawyer is forbidden to accept a private retainer from a client for whom he is acting under a certificate.

Section 73 of Regulation 575, R.R.O. 1980, provides that

...unless with the prior approval of the (provincial) director, no duty counsel or anyone associated with him in the practice of law shall knowingly act in the same matter for a person whom he has represented or advised as duty counsel.

The Total Amount Paid By Legal Aid As a Result of Commission of the Offence

As a result of the offence, Ms. Murphy was credited \$15,960.50 (gross) and actually paid \$11,970.38 (net). The latter amount plus the \$100.00 retainer paid in connection with Downey file (File #2), is owed to the Ontario Legal Aid Plan, for a total of \$12,070.38.

RECOMMENDATION AS TO PENALTY

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It is recommended that Francis Alice Murphy be permitted to resign.

REASONS FOR RECOMMENDATION

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In addition to the Agreed Statement of Facts and the joint submission of Counsel, the Committee received five (5) psychiatric reports in camera. Four reports dated September 13, 1985, November 26, 1985, December 5, 1985 and February 8, 1988 were from Dr. G.A.C. Wilson, M.D. F.R.C.P. who is the Solicitor's psychiatrist. As well there is a ten (10) page report dated December 13, 1985 from Dr. Basil Orchard who was then the Senior Staff Psychiatrist at the Forensic Outpatient Service at the Clarke Institute of Psychiatry.

They reveal that the Solicitor was raised in Toronto, the second of three children in a lower income family plagued by alcoholism, violence and abuse. Despite the lack of a nurturing home environment the Solicitor pushed herself to excel in school, after initially failing Grade 9, despite her family moving seventeen times. She married at age 20 while still in University. Her oldest son was adopted as an infant in 1980 and she gave birth to a second son in 1984.

The Solicitor has suffered from life long low self esteem and her drinking seems to have escalated after being called to the bar in 1979 when she felt a measure of acceptance and self validation from after court drinking with her peers, opposing counsel or police. Her drinking became worse after the arrival of her first child due in part it seems to her guilt over not being at home with her child.

The worst period of drinking began in 1982 and resulted in a serious car accident. She would often do her legal office billing instructions after liquid lunches or later in the evening when the effects of alcohol consumption were quite pronounced leading to confusion and casualness in the preparation of the legal aid accounts. Her drinking pattern was interrupted by brief successes at sobriety. She at this time attempted suicide on at least one occasion.

Excerpt from Dr. Orchard's Report

"In our opinion, Mrs. Murphy has had a very difficult and not rewarding early family life. Her efforts to escape from the unsuccessful situation of her early family have been mainly in the area of her education and professional development. She has attempted to be a tough, emotional island who depends only on herself, thus avoiding close emotional ties. However she is lonely and depressed, and the image of being a good advocate and a hard fighter in a professional situation, no longer can provide adequate self-validation. It is however a main support and pillar for her character.

It is my further opinion that her early familiarization with alcohol has allowed her to use alcohol as a defence against emotional hurts and as a defence against seeing her own short comings. In my opinion, she suffers from alcoholism and is in need of continuing treatment for this."

Dr. Wilson reports document his psychotherapy with the Solicitor from August 1983 through to 1988 during which she "has really made remarkable strides in self examination and change within herself".

The Committee has, in accepting the joint submission considered the very real contribution of alcohol to the legal aid fraud, the impoverished and unrewarding family background, her guilty plea and sentence on the charges and the full restitution of the overcharged amounts as well as her significant strides towards recovery. Although the circumstances of the complaint might have called for disbarment the personal circumstances of this Solicitor make the recommended penalty of being allowed to resign an appropriate one.

Francis Alice Murphy was called to the Bar and admitted as a Solicitor of the Supreme Court of Ontario on the 5th day of April, 1979.

ALL OF WHICH is respectfully submitted

DATED this 6th day of November, 1990

"Thomas Carey"  
Thomas J.P. Carey

It was moved by Mr. Topp, seconded by Mr. Lerner that the Report of the Discipline Committee be adopted.

Carried

It was moved by Mr. Topp, seconded by Mr. Lerner that the Recommendation as to Penalty contained in the Report that is, that the solicitor be permitted to resign be adopted.

There were no submissions by the Society or the solicitor.

Ms. Peters made representations in regard to the applicability of section 35.

Mr. Conway advised Convocation that the solicitor's counsel had considered a section 35 and it was rejected.

Counsel, solicitor the reporter and public withdrew.

It was moved by Ms. Peters, seconded by Ms. Chapnik that a section 35 hearing be instituted.

It was moved by Mr. McKinnon, seconded by Mr. Thoman that the solicitor be disbarred.

Withdrawn

Ms. Chapnik withdrew as seconder of Ms. Peters' motion. The motion failed for want of a seconder.

The Recommendation as to Penalty contained in the Report was adopted.

The solicitor, counsel, the reporter and public were recalled.

The solicitor and counsel were informed of Convocation's decision.

The solicitor and Counsel retired.

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Re: WILLIAM EDWARD MCGAUGHEY, Toronto

Mr. Topp placed the matter before Convocation.

Mr. McKinnon withdrew from Convocation.

The reporter was sworn.

Mr. Robert Conway appeared for the Society. No one appeared for the solicitor nor was the solicitor present.

Convocation had before it the Report of the Discipline Committee dated 8th November, 1990, together with the Affidavit of Service sworn 20th November, 1990 by Louis Katholos that he had effected service on the solicitor by registered mail on 9th November, 1990 (marked Exhibit 1). Copies of the Report having been forwarded to the Benchers prior to Convocation, the reading of it was waived.

The Report of the Discipline Committee is as follows:

THE LAW SOCIETY OF UPPER CANADA

The Discipline Committee

REPORT AND DECISION

C. Bruce Noble, Q.C., Chair  
Colin D. McKinnon  
Mrs. Netty Graham

In the matter of  
The Law Society Act  
and in the matter of

J. Robert Conway  
for the Society

WILLIAM EDWARD MCGAUGHEY  
of the City  
of Toronto  
a barrister and solicitor

D. Power  
for the solicitor

Heard: December 5, 1989  
August 23, 1990

TO THE BENCHERS OF THE LAW SOCIETY OF UPPER CANADA  
IN CONVOCATION ASSEMBLED

The DISCIPLINE COMMITTEE begs leave to report:

REPORT

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On June 8, 1989 and on November 14, 1989, Complaints D42/89 and D94a/89 respectively were issued against William Edward McCaughey alleging that he was guilty of professional misconduct.

The matter commenced In Camera on December 5, 1989 and continued and concluded on August 23, 1990 before this Committee composed of C. Bruce Noble, Q.C., Chair, Colin D. McKinnon, Q.C. and Mrs. Netty Graham.

The Solicitor William Edward McCaughey was present at the proceedings on December 5, 1989 but was not present at the proceedings of August 23, 1990. At the proceedings of August 23, 1990 the Solicitor was represented at the opening of the proceedings by his Counsel, D. Power. J. Robert Conway appeared as Counsel for the Law Society.

DECISION

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The following particulars of professional misconduct were admitted and found to have been established:

Complaint 42/89

- 2(a) he misappropriated \$135,000.00, more or less, in or about the month of November, 1987, being monies received in trust on behalf of his client Trevor Banks;
- (b) he dishonestly obtained a mortgage loan from his client, the Royal Bank of Canada, in or about the month of September, 1986, in the amount of \$145,000, more or less, by:
  - (i) misrepresenting to the Royal Bank that the borrower was one Trevor Banks;
  - (ii) causing Mr. Banks' property to be pledged as security for the loan without Mr. Banks' knowledge or consent.
- (c) he failed to carry out the instructions of his clients, Jacqueline Tavernier and Bradford Morse in 1982, to register the deed whereby their company, 521 King Edward Ltd., acquired property known as 521 King Edward Avenue in the City of Ottawa;
- (d) he prepared a false Agreement of Purchase of Sale with respect to property known as 521 King Edward Avenue in the City of Ottawa in or about the month of July, 1986;
- (e) he dishonestly obtained a mortgage loan from his client, Guaranty Trust, in or about the month of July, 1986 for \$130,000, more or less, by:
  - (i) causing the property known as 521 Edward Avenue in the City of Ottawa to be pledged as security for the said loan without the knowledge or consent of all of the owners;

- (ii) misrepresenting to Guaranty Trust that one Trevor Banks was the sole owner of the secured property (521 King Edward Avenue in the City of Ottawa), and that Mr. Banks required the loan to finance his purchase of 521 King Edward Avenue. In fact, Mr. Banks was already a one-third shareholder of the company which owned 521 King Edward Avenue, and the loan was required to pay out a mortgage which had come due;
- (f) he failed to carry out the instructions he received from his client Guaranty Trust, in or about the month of July, 1986, to register its first mortgage security for a \$130,000 loan in relation to the property known as 521 King Edward Avenue in the City of Ottawa;
- (g) he acted contrary to the interests of his client Guaranty Trust in October, 1987, by causing a new encumbrancer, Mutual Life Assurance Company of Canada, to have priority over Guaranty Trust's first mortgage loan on property known as 521 King Edward Avenue in the City of Ottawa;
- (h) he dishonestly obtained a mortgage loan from his client, Mutual Life Assurance Company of Canada, in or about the month of October, 1987 for \$145,000, more or less, by causing the property known as 521 King Edward Avenue in the City of Ottawa to be pledged as security for the loan without the knowledge or consent of all the owners.
- (i) he failed to maintain the books and records required under sections 14 and 15 of the Regulation enacted under the Law Society Act with respect to trust funds received during the period from April, 1987 until February, 1989;
- (j) he engaged in the practice of law during a period when his rights and privileges as a member were suspended, namely, from the month of April, 1987 until the month of February, 1989.

SWORN BEFORE ME at the City of Toronto, in the Municipality of Metropolitan Toronto, this 8th day of June, 1989."

Complaint 94a/89

- 2(a) he misappropriated \$135,000.00, more or less, in or about the month of November, 1987, being monies received in trust on behalf of his client Trevor Banks;
- (b) he dishonestly obtained a mortgage loan from his client, the Royal Bank of Canada, in or about the month of September, 1986, in the amount of \$145,000, more or less, by:
  - (i) misrepresenting the Royal Bank that the borrower was one Trevor Banks;
  - (ii) causing Mr. Banks' property to be pledged as security for the loan without Mr. Banks' knowledge or consent.
- (c) he failed to carry out the instructions of his clients, Jacqueline Tavernier and Bradford Morse in 1982, to register the deed whereby their company, 521 King Edward Ltd., acquired property known as 521 King Edward Avenue in the City of Ottawa;
- (d) he prepared a false Agreement of Purchase of Sale with respect to property known as 521 King Edward Avenue in the City of Ottawa in or about the month of July, 1986;

- (e) he dishonestly obtained a mortgage loan from his client, Guaranty Trust, in or about the month of July, 1986 for \$130,000, more or less, by:
  - (i) causing the property known as 521 King Edward Avenue in the City of Ottawa to be pledged as security for the said loan without the knowledge or consent of all of the owners;
  - (ii) misrepresenting to Guaranty Trust that one Trevor Banks was the sole owner of the secured property (521 King Edward Avenue in the City of Ottawa), and that Mr. Banks required the loan to finance his purchase of 521 King Edward Avenue. In fact, Mr. Banks was already a one-third shareholder of the company which owned 521 King Edward Avenue, and the loan was required to pay out a mortgage which had come due;
- (f) he failed to carry out the instructions he received from his client Guaranty Trust, in or about the month of July, 1986, to register its first mortgage security for a \$130,000 loan in relation to the property known as 521 King Edward Avenue in the City of Ottawa;
- (g) he acted contrary to the interests of his client Guaranty Trust in October, 1987, by causing a new encumbrancer, Mutual Life Assurance Company of Canada, to have priority over Guaranty Trust's first mortgage loan on property known as 521 King Edward Avenue in the City of Ottawa;
- (h) he dishonestly obtained a mortgage loan from his client, Mutual Life Assurance Company of Canada, in or about the month of October, 1987 for \$145,000, more or less, by causing the property known as 521 King Edward Avenue in the City of Ottawa to be pledged as security for the loan without the knowledge or consent of all of the owners.
- (i) he dishonestly obtained a loan from his client Royal Trust in the amount of \$132,000.00, more or less, in or about the month of April 1986, by:
  - i) deceiving Royal Trust as to the identity of the owner of the property and as to the purpose of the loans;
  - ii) he deliberately did not register any mortgage security in favour of Royal Trust for the loan.
- (j) he failed to maintain the books and records required under sections 14 and 15 of the Regulation enacted under the Law Society Act with respect to trust funds received during the period from April, 1987 until February, 1989;
- (k) he engaged in the practice of law during a period when his rights and privileges as a member were suspended, namely, from the month of April, 1987 until the month of February, 1989.

SWORN BEFORE ME at the City of Toronto, in the Municipality of Metropolitan Toronto, this 5th day of December, 1989."

Evidence

The entirety of the evidence before the Committee on the issue of professional misconduct was in the form of the following Agreed Statement of Fact.

"AGREED STATEMENT OF FACTS"

I. JURISDICTION AND SERVICE

1. The Solicitor admits service of Complaint D94a/89 and is prepared to proceed with a hearing of this matter on December 5th, 1989.

II. IN PUBLIC/IN CAMERA

2. The parties agree that this matter should be heard in camera pursuant to Section 9 of the Statutory Powers Procedure Act.  
Page 7.

III. ADMISSIONS

3. The Solicitor has reviewed Complaint D94a/89 and admits the particulars contained therein.

IV. FACTS

256 Stewart Street -- Trevor Banks  
(Particulars 2(a) & 2(b))

(i) Dishonest Mortgage Loan

4. 256 Stewart Street in the City of Ottawa was a property purchased by the Solicitor's close friend, Trevor Banks, in 1985 ("the Banks property"). Mr. Banks is a high school teacher in Ottawa.

5. The Solicitor and his common law spouse, Bonita Cawker purchased the adjacent property, 254 Stewart Street, at the same time ("the Solicitor's property").

6. In September, 1986, the Solicitor dishonestly obtained a \$145,000.00 mortgage loan from the Royal Bank in Ottawa by duping Mr. Banks into pledging his property at 256 Stewart Street as security for the Solicitor's loan. The Solicitor resorted to this because he knew that no financial institution would accept a mortgage on his property at the time.

7. The Solicitor carried out the scheme in the following manner. First, he asked Mr. Banks to accommodate him by becoming the nominee owner of the Solicitor's property, and then having Mr. Banks apply for a \$145,000.00 mortgage loan from the Royal Bank to finance the purchase. Mr. Banks agreed, and then signed an agreement wherein he purported to purchase the Solicitor's property. The Solicitor wanted the Royal Bank to think that Mr. Banks was the real borrower so that the Bank would permit the Solicitor to represent its interests. Controlling both sides of the transaction was necessary to carry out the Solicitor's ruse and to make it more difficult to detect.

8. The Solicitor not only deceived the Royal Bank, but he also deceived Mr. Banks as well. Shortly before closing, the Solicitor realized that he would not be able to provide the Royal Bank with a first mortgage on his own property at 254 Stewart Street. This was because he had not been able to obtain a discharge of a substantial construction lien which had been registered against that property. So, in order to provide the Royal Bank with a first mortgage, the Solicitor then deceived Mr. Banks into signing a mortgage on Mr. Banks' own property, which was next door at 256 Stewart Street. The Solicitor did this as a temporary expedient, expecting that in time he would be able to rectify the situation. He thought that he would do so over time by obtaining a discharge of the construction lien registered against his own property, and then transferring the Royal Bank mortgage from Mr. Banks' proper to his own. Litigation had commenced with respect to the lien and was resolved in the Solicitor's favour in 1989.

9. The Solicitor used approximately \$75,000.00 of the mortgage proceeds of \$145,000.00 to make a payment on account of an existing encumbrance against the Solicitor's property at 254 Stewart Street and also against adjoining properties which the Solicitor owned. He used approximately \$20,000 to repay another personal loan.

10. In August, 1987, the Royal Bank fortuitously discovered that the mortgage had been registered against the wrong property, as a result of receiving notice of a breach of a city by-law. The Bank informed the Solicitor of the error and he falsely assured the Bank that he would correct it.

11. The Solicitor made the payments on the Royal Bank mortgage for approximately a year and then the mortgage went into default. In October, 1987, shortly after the default, the Solicitor paid the mortgage out with the proceeds of another mortgage which he dishonestly obtained. See paragraph 25 below.

(ii) Misappropriation

12. In September, 1987, approximately a year after the Solicitor had dishonestly obtained the mortgage loan on Mr. Banks' property, Mr. Banks himself applied for a \$135,000.00 mortgage loan on his property for his own benefit. Mr. Banks instructed the solicitor to act for him on the transaction and instructed the solicitor to pay the \$131,000.00 or so then owing on the first mortgage on his property. The Solicitor also acted for the lender, the National Bank, which instructed the Solicitor to register a new first mortgage in its favour against Mr. Banks' property.

13. Instead of paying out the existing first mortgage, the Solicitor misappropriated the entire proceeds of the mortgage loan to pay debts in his business ventures.

14. The entire balance of approximately \$131,000.00 in principal, plus accrued interest, is still outstanding on Mr. Banks' previous first mortgage. The Solicitor acknowledges that he must repay this.

15. As a result of the Solicitor's breach of Mr. Banks' instructions, the National Bank received second mortgage security instead of first.

521 King Edward Avenue  
(Particulars 2(c), (d), (e), (f), (g) & (h))

(i) Guaranty Trust Loan

16. 521 King Edward Avenue was a three-unit apartment building in Ottawa which the Solicitor and Ms. Cawker purchased in 1982. Title was registered in the names of Ms. Cawker and Bradford Morse. An unregistered trust agreement stated that Ms. Cawker and Mr. Morse held the property in trust for Ms. Cawker and the Solicitor. Like the Solicitor, Mr. Morse is solicitor and part-time professor in the Faculty of Law at the University of Ottawa.

17. Later that same year, the Solicitor and Ms. Cawker sold the occupancy rights to two of the three apartments. The rights to one apartment were sold to Mr. Morse in his own right for \$65,000.00, and the rights to the other were sold to one Jacqueline Tavernier for \$60,000.00. Ms. Tavernier is a professor of English at the University of Ottawa.

18. The Solicitor acted on both sides of the transaction.

19. The Solicitor promised Ms. Tavernier at the time of the sale that he would register a deed conveying the property to 521 King Edward Ltd. He prepared the deed, but he withheld registration of it because at that time he was not in a position to pay off the mortgage then on the property.

20. The sale of the apartment units to Mr. Morse and to Ms. Tavernier was structured so that the property was conveyed to a company incorporated by the Solicitor, 521 King Edward Ltd. Mr. Morse and Ms. Tavernier each received one hundred of the three hundred shares in the company, together with the right to occupy one of the apartments.

21. The remaining one hundred shares of 521 King Edward Ltd. were sold to another investor in 1983, and he in turn sold them to Trevor Banks in 1984. The Solicitor misled Mr. Banks into thinking that the Solicitor and Ms. Cawker were the beneficial owners of 521 King Edward Ltd. when, in fact, neither had ever had any beneficial interest in that company. Nor did the Solicitor tell Mr. Banks that the Solicitor had withheld registration of the conveyance from Mr. Morse and Ms. Cawker to 521 King Edward Ltd.

22. The Solicitor dishonestly obtained a \$130,000.00 mortgage loan on this property in July, 1986 to pay off a mortgage on the property which had come due.

23. The dishonest elements of the transaction were as follows:

- (a) the Solicitor fictitiously represented to the lender, Guaranty Trust, that the purpose of the loan was to enable Mr. Banks to purchase the property. At the time, Mr. Banks was already a one-third owner of the company which owned the property;
- (b) the loan was obtained without the knowledge or consent of the owners of the remaining two-thirds of the shares of the company which owned the property, namely, Mr. Morse and Ms. Tavernier.

24. The Solicitor obtained Mr. Banks' assistance in the scheme by telling him that the the only way financing could be obtained to pay off the existing mortgage on 521 King Edward Avenue was to arrange an apparent sale and obtain a new purchase-money mortgage.

25. The Solicitor prepared the following false documents to obtain the loan from Guaranty Trust:

- (a) a fictitious agreement of purchase and sale whereby Mr. Banks purported to purchase the property from Ms. Cawker and Mr. Morse. The true owner of the property at the time was 521 King Edward Ltd., which was owned by Mr. Morse, Ms. Tavernier and Mr. Banks in one-third shares. Neither Mr. Morse nor Ms. Tavernier were aware of the Guaranty Trust loan. The Solicitor falsely signed the fictitious agreement of purchase and sale as Attorney for Mr. Morse;
- (b) a mortgage loan application to Guaranty Trust. The Solicitor signed this document as Attorney for Mr. Banks, pursuant to a Power of Attorney which he had obtained from Mr. Banks before Mr. Banks left on a trip overseas;
- (c) a letter to Guaranty Trust falsely stating that Mr. Banks had paid \$75,000.00 of his own funds towards the purchase of the property, that amount being the difference between the fictitious purchase price and the amount of the Guaranty Trust mortgage. In fact, Mr. Banks did not put up any money in connection with this transaction;
- (d) an interim reporting letter to Guaranty Trust in which he falsely stated that Guaranty Trust held a first mortgage on the property. In fact, the Solicitor deliberately did not register the Guaranty Trust mortgage so that he could falsely maintain the appearance of substantial equity in the property, and thereby enhance the possibility of improperly obtaining additional financing. He later took advantage of this to obtain a \$145,000.00 mortgage from Mutual Life (see paragraphs 25 to 28 below). Had the Solicitor registered the Guaranty Trust mortgage, Mutual Life might have discovered that its loan exceeded the 75% lending limit.

26. Out of the Guaranty Trust mortgage proceeds in the amount of \$128,718.36, the Solicitor disbursed \$120,000.00 to pay out the mortgage which had come due on the property, and misappropriated the remaining \$8,781.36 for his personal use.

27. The entire principal amount of the Guaranty Trust mortgage is outstanding, and Guaranty Trust has commenced proceedings against Mr. Banks for it. Mr. Banks acknowledges that the mortgage to Guaranty Trust was used to pay off the prior mortgage and that he had assumed responsibility for some \$58,000.00 of that prior mortgage.

(ii) Mutual Life Loan

28. A little over a year later, in October, 1987, the Solicitor dishonestly obtained another mortgage loan on 521 King Edward Avenue. The amount this time was \$145,000.00, and the lender was Mutual Life, whom the Solicitor also represented.

29. The Solicitor's dishonesty consisted of:

- (a) deceiving Mr. Morse about the purpose of the loan;
- (b) obtaining the loan without the knowledge or consent of Ms. Tavernier and Mr. Banks, who then owned two-thirds of the shares of the corporation which owned 521 King Edward;
- (c) submitting to Mutual Life in support of the mortgage loan application documents which falsely depicted that two of the apartment units in 521 King Edward were leased and that the income from those leases would be used to service the mortgage;
- (d) submitting to Mutual Life an inflated statement of Mr. Morse's net worth (without Mr. Morse's knowledge).

30. The Solicitor used the entire proceeds of the Mutual Life loan to repay a loan which he had dishonestly obtained from the Royal Bank in 1986, that is, the \$145,000.00 mortgage loan for which he surreptitiously pledged Mr. Banks' property at 256 Stewart Street -- see paragraphs 4 to 11, above.

31. Mutual Life recently issued a Notice of Power of Sale claiming the full principal amount of the mortgage, together with accrued interest. Ms. Tavernier redeemed the mortgage to protect her investment in 521 King Edward.

32. The Solicitor resorted to 521 King Edward for mortgage funds in late 1987 as a result of the discovery in October 1987 that the Reference Plan relating to all of his Stewart Street properties was in error and had to be replaced. This meant that for a considerable time the Solicitor could not use those properties as collateral to raise funds, because he had to reapply to the Committee of Adjustment for the necessary variances and consents. He used 521 King Edward as collateral for the Mutual Life Loan in the meantime, thinking that he would transfer the Mutual Life mortgage to his Stewart Street properties when the new Reference Plan had been obtained.

252 Stewart Street  
Royal Trust Loan  
Particular 2(i)

33. The Solicitor acquired this property in April, 1985.

34. The following year, in March, 1986, the Solicitor wanted to raise money on the strength of this property. He concluded, however, that institutional lenders would be disinclined on account of his financial difficulties.

35. He thought he could overcome this impediment by making it appear to an institutional lender that the property was owned by someone with a sound credit rating. Accordingly, he prepared a false agreement of purchase and sale showing that Bradford Morse had acquired the property. He then submitted a false "purchase-money" mortgage application to Royal Trust in Mr. Morse's name for a loan of \$132,000.00.

36. The Solicitor represented Royal Trust and Mr. Morse on the mortgage loan transaction. Royal Trust advanced the \$132,000.00 to the Solicitor, and he then used the funds for his own business purposes.

37. The Solicitor submitted an interim reporting letter to Royal Trust on March 11, 1986 stating that Royal Trust would have a first mortgage on the property.

38. The Solicitor did not, however, register the mortgage to Royal Trust. Nor did he register the transfer to Mr. Morse.

39. Thereafter Mr. Morse made the monthly payments on the loan, and he was reimbursed for them by the Solicitor.

40. The mortgage recently went into default because Mr. Morse ceased making payments on it.

Trust Books and Records  
Practicing Under Suspension  
Particulars 2(j) & (k)

41. The investigation showed that the Solicitor opened a law practice trust account at the Bank of Montreal on May 24, 1986. There was a balance of \$660.33 in the account when the Auditor commenced his investigation in February/March, 1989. The Solicitor did not keep any records for this account. He provided the Auditor with a list of his files from April, 1987 to February, 1989. The list showed that he acted on approximately 35 real estate mortgage transactions during the period. The Society's records show that his rights and privileges were suspended throughout the period from April, 1987 to February, 1989 for failure to pay the annual fee and the Errors & Omissions levy.

IV. CO-OPERATION IN SOCIETY'S INVESTIGATION

42. The Society commenced its investigation when Guaranty Trust complained that the Solicitor had failed to register a mortgage in its favour against 521 King Edward Avenue. The circumstances of that loan are set out in paragraphs 16 to 27 above.

43. When contacted by the Society's investigator about the Guaranty Trust Complaint, the Solicitor co-operated fully. He not only fully disclosed the extent of his misconduct with respect to 521 King Edward Avenue transactions, but also volunteered to the investigating auditor that he was guilty of other serious misconduct as well. He then fully briefed the investigating auditor about his misappropriation of Mr. Banks' mortgage loan proceeds, about how he dishonestly obtained a loan on Mr. Banks' property. Up to that point the Society had not received any complaint about the transactions involving Mr. Banks' property.

DATED this 5th day of December, 1989."

RECOMMENDATION AS TO PENALTY

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The Committee recommends that the Solicitor William Edward McCaughey be disbarred.

REASONS FOR RECOMMENDATION

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Consideration of the Agreed Statement of Facts, discloses that the Solicitor admits all of the particulars of the complaints. At the hearing which commenced on December 5, 1989, the Committee were unanimous in finding the Solicitor guilty of professional misconduct. At that hearing, Counsel for the Solicitor requested that consideration of the penalty be deferred to permit the Solicitor an opportunity to make restitution in whole or in part on the basis that the Solicitor was not practising at the date of the hearing and had provided an Undertaking not to practise. The Committee adjourned the consideration of penalty to May 9, 1990 and later at the request of Counsel for the Solicitor to August 23, 1990. The Committee was also informed that in any event the Solicitor had been suspended due to his failure to pay Law Society fees.

The Committee reconvened on August 9, 1990. Counsel for the Solicitor appeared and requested that he be permitted to withdraw and be removed from the record as counsel for the Solicitor. The Committee was advised that the efforts to obtain restitution for the client victims of the Solicitor had proved to be unproductive. The Solicitor did not appear and the Committee was advised that the Solicitor was in Europe.

Since the proceedings on December 5, 1989, the Solicitor had been charged with a number of criminal offences arising out of the circumstances which formed the basis of the complaints. Counsel for the Solicitor was permitted to withdraw.

Notwithstanding a large number of letters supporting the Solicitor as to his character and honesty, the Solicitor has defrauded numerous clients, some of whom were friends of substantial sums of money. The Solicitor has prepared false documents and has submitted them to clients and others intending that they be relied upon in an attempt to conceal his fraudulent conduct. During the period in which the Solicitor conducted himself with professional misconduct, he was a full time professor of law at the University of Ottawa.

Through his Counsel the Solicitor saw the opportunity to be permitted to resign. The Committee rejects that as being appropriate under all of the circumstances. The only appropriate penalty is disbarment and the Committee so recommends.

William Edward McCaughey was called to the Bar and admitted as a Solicitor of the Supreme Court of Ontario on the 17th day of October, 1975.

ALL OF WHICH IS RESPECTFULLY SUBMITTED

DATED this 8th day of November, 1990

"C. Bruce Noble"  
C. Bruce Noble, Q.C., Chair

It was moved by Mr. Topp, seconded by Mr. Lerner that the Report of the Discipline Committee be adopted.

It was accepted by Mr. Topp that the Report be amended to state that Mr. Power was permitted to withdraw by the Discipline Committee at the hearing.

The Report as amended was adopted.

It was moved by Mr. Topp, seconded by Mr. Lerner that the Recommendation as to Penalty contained in the Report that is, that the solicitor be disbarred be adopted.

Carried

Counsel retired.

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Re: RICHARD SIU-DICK WONG, Toronto

Mr. Campbell, Mr. Cullity and Ms. Chapnik withdrew.

The matter was stood down.

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Re: MICHAEL DAVID THOMAS CAMPBELL, Toronto

Mr. Topp placed the matter before Convocation.

The reporter was sworn.

Mr. Robert Conway appeared for the Society and Mr. A. Kwinter appeared for the solicitor who was present.

Convocation had before it the Report of the Discipline Committee dated 6th November, 1990, together with the Affidavit of Service sworn 20th November, 1990 by Louis Katholos that he had effected service on the solicitor by registered mail on 9th November, 1990 (marked Exhibit 1) together with the Acknowledgement, Declaration and Consent signed by the solicitor 22nd November, 1990 (marked Exhibit 2). Copies of the Report having been forwarded to the Benchers prior to Convocation, the reading of it was waived.

The Report of the Discipline Committee is as follows:

THE LAW SOCIETY OF UPPER CANADA

The Discipline Committee

REPORT AND DECISION

Robert J. Carter, (Chair)  
D. Jane Harvey  
Clayton C. Ruby

In the matter of  
The Law Society Act  
and in the matter of

J. Robert Conway  
for the Society

MICHAEL DAVID THOMAS CAMPBELL  
of the City  
of Toronto  
a barrister and solicitor

A. Kwinter  
for the solicitor

Heard: November 28, 1989  
August 2, 1990

TO THE BENCHERS OF THE LAW SOCIETY OF UPPER CANADA

IN CONVOCATION ASSEMBLED

The DISCIPLINE COMMITTEE begs leave to report:

REPORT

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On April 17th, 1989, Complaint D21/89 was issued against Michael David Thomas Campbell, on June 8th, 1989 Complaint D41/89 was issued and on November 10, 1989 Complaint D91/89 was issued against this same Solicitor alleging that he was guilty of professional misconduct.

The matter was heard in public November 28th, 1989 and August 2nd, 1990 before this Committee composed of Robert J. Carter, Chair, D. Jane Harvey and Clayton C. Ruby. Mr. Campbell attended the hearing and was represented by his counsel, Mr. A. Kwinter. J. Robert Conway appeared as counsel for the Law Society.

DECISION

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The Complaints

The following particulars of professional misconduct were found, based on the evidence, to have been established:

(Paragraph 2, Complaint D21/89)

Joan and Janice Dodgson

- (a) In or about December of 1987, he misappropriated the sum of \$3,260.50, more or less, from funds held in trust for his clients John and Janice Dodgson, thereby causing a cheque he issued in payment of Land Transfer Tax to be returned for insufficient funds to the detriment of his clients.

Ishmael Hosein

- (b) In or about December of 1987, he misappropriated the sum of \$3,481.68, more or less, from funds held in trust for his client, Ishmael Hosein, hereby causing a cheque he issued in payment of Land Transfer Tax to be returned for insufficient funds to the detriment of his client.

Colleen and Auguste Gaspard

- (c) In or about December of 1987, he misappropriated the sum of \$236.00, more or less, from funds held in trust for his clients, Gaspard and Colleen Auguste.
- (d) In or about December of 1987, he misappropriated to his own use the sum of \$1,914.50, more or less, from funds held in trust for his clients, Gaspard and Colleen Auguste, by removing monies from his trust account prior to preparing and delivering a fee billing to his clients.

Cecilia and Gary Mowatt

- (e) In or about April of 1987, he borrowed the sum of \$3,000.00, more or less, from his clients, Cecilia and Gary Mowatt, without:
  - (i) independent legal advice;
  - (ii) ensuring their interests were protected by the nature of the transaction;
  - (iii) adequate security.
- (f) While his rights and privileges as a member of the Law Society were suspended as of November 27th, 1987, and after he was charged and convicted of practising under suspension, he continued the practice of law in the following client matters:
  - (i) mortgage transaction for Gaspard and Colleen Auguste;
  - (ii) sale transaction for John and Janice Dodgson;
  - (iii) purchase transaction for John and Janice Dodgson;
  - (iv) purchase transaction for Ishmael Hosein;
  - (v) purchase transaction for Antonio Montesano and Joseph Teti;
  - (vi) matrimonial matter for Raimundo Ramon Giardinieri.

Audit Matters

- (g) After being convicted of professional misconduct for breaching his undertaking to the Society respecting co-signing controls, he continued to breach the undertaking and avoid the co-signing controls by:
  - (i) failing to deposit trust funds to the trust account subject to the co-signing controls;
  - (ii) attempting to open new trust accounts unknown to the Society.
- (h) After being served with an order of the Supreme Court of Ontario, pursuant to section 43 of the Law Society Act appointing a trustee to take possession of his practice of law, he attempted to frustrate the order by continuing in the practice of law.
- (i) He failed to ensure that he had sufficient trust monies to satisfy his outstanding trust liabilities resulting in a trust shortage of \$4,116.00, more or less.
- (j) He failed to maintain the books, records and accounts of his practice of law.
- (k) He failed to deliver fee billings, reporting letters and accountings to his real estate clients.

Vanguard Trust of Canada Limited (Vanguard)

- (l) While acting for both the mortgagee, Vanguard, and the mortgagor, Ishmael Hosein:
  - (i) he failed to protect the interests of Vanguard by registering its mortgage in second position instead of first position;
  - (ii) he attempted to mislead Vanguard by falsely reporting that its mortgage security was registered in first position and thereafter taking no steps to correct his report;
  - (iii) he failed to deposit the mortgage advance from Vanguard in a trust account and failed to record the transaction in the books and records of his practice of law thereby attempting to frustrate the Society in its investigation.

Guaranty Trust Company of Canada (Guaranty Trust)

- (m) While acting for both the mortgagee, Guaranty Trust, and the mortgagor, Ishmael Hosein:
  - (i) he failed to protect the interests of Guaranty Trust by registering its mortgage in third position instead of second position;
  - (ii) he attempted to mislead Guaranty Trust by taking no steps to correct his solicitor's interim report on title which stated that Guaranty Trust mortgage was in second position;
  - (iii) he failed to deposit the mortgage advance from Guaranty Trust in a trust account and failed to record the transaction in the books and records of his practice of law thereby attempting to frustrate the Society in its investigation.

Bank of Nova Scotia

- (n) He failed to serve his mortgagee client, the Bank of Nova Scotia, in a conscientious, diligent and efficient fashion by failing to:
  - (i) reply to his client's communications;
  - (ii) fully report to his client with appropriate documentation;
  - (iii) account to his client respecting the mortgage given by Celia King;
- (o) He failed to reply to communications from the Society respecting the complaint from his client, the Bank of Nova Scotia.

Canada Packers Employees' Credit Union

- (p) He failed to report to his mortgagee client, Canada Packers, ("Canada Packers") thereby forcing his client to retain fresh counsel to complete the transaction.
- (q) After Canada Packers complained to the Law Society of Upper Canada, he failed to reply to communications from the Society.

Four Seasons Travel Agency (Four Seasons)

- (r) He failed to serve his client, Four Seasons in a competent, diligent and efficient fashion.
- (s) He failed to account to Four Seasons regarding trust funds held on its behalf.
- (t) After Four Seasons complained to the Law Society of Upper Canada, he failed to reply to communications from the Society.

Ministry of Consumer & Commercial Relations and Audit Department

- (u) He put client's interests at risk by issuing the following cheques to the Ministry of Consumer & Commercial Relations respecting real estate transactions which were all returned due to insufficient funds:

LRO	DATE OF CHEQUE	DATE RETURNED	AMOUNT	REPLACED
51	16/09/86	10/86	\$ 772.00	17/10/86
65	10/16/86	11/86	34.00	12/01/86
43	08/05/87	08/87	2,244.00	09/03/87
35	08/14/87	08/87	1,291.00	10/15/87
43	09/23/87	10/87	19.00	10/15/87
51	09/05/87	10/87	217.00	01/14/87
63	11/07/87	12/87	16.00	01/14/88
64	12/18/87	12/87	28.00	01/14/89
66	12/02/87	12/87	16.00	
63	12/30/87	01/88	2,541.50	
65	12/18/87	01/88	3,260.50	

Chapman and Kay Limited

- (v) He failed to serve his mortgagee client, Chapman and Kay Limited, in a conscientious, diligent and efficient fashion by failing to:
  - (i) reply to his client's communications;
  - (ii) fully report to his client with appropriate documentation;
  - (iii) account to his client.

Singer

- (w) He failed to serve his matrimonial client, Grant Singer, in a conscientious, diligent and efficient fashion.
- (x) After Grant Singer complained to the Law Society of Upper Canada, he failed to reply to communications from the Society.

Wilson

- (y) He failed to reply to communications from the Law Society of Upper Canada respecting a complaint made to the Society by his clients David Wilson and David Wolsten-Holme.

Canada United Paralegal Associates Inc.

- (z) He allowed his name to be used as a barrister and solicitor while his rights and privileges were suspended thereby assisting in the unauthorized practice of law.

Paragraph 2; Complaint D41/89

- (a) While his rights and privileges as a member of the Law Society were suspended by Order of Convocation effective from September 22nd, 1988, he continued in the practice of law as evidenced by the provision of legal advice and the preparation of a Last Will and Testament for Joseph Balingit in or about April, 1989.

Paragraph 2; Complaint D41/89

Cecilia and Gary Mowatt

- (a) On or about April 1st, 1987, he misappropriated the sum of \$1,925.00, more or less, by taking these funds for his personal use when they had been provided to him in trust to honour the outstanding accounts of three physicians who had provided reports for his clients.

Evidence

The entirety of the evidence before this Committee on the issue of professional misconduct was in the form of the following Agreed Statements of Fact:

Complaints D21/89 and D91/89

"AGREED STATEMENT OF FACTS"

I. JURISDICTION AND SERVICE

- 1. The Solicitor admits service of Complaints D21/89 and D91/89 and is prepared to proceed with a hearing of these matters before the Discipline Committee on November 28th, 1989.

II. IN PUBLIC/IN CAMERA

- 2. The parties agree that this hearing should be held in public pursuant to Section 9 of the Statutory Powers Procedure Act.

III. ADMISSIONS

- 3. The Society hereby withdraws the following particulars:
  - Complaint D21/89, particular 2(i)
  - Complaint D21/89, particular 2(r).

The Society hereby amends Complaint D21/89, particular 2(n)(ii) by adding the words "in a prompt fashion" after the word "documentation".

The Solicitor has reviewed Complaints D21/89 and D91/89 with his counsel, Alfred Kwinter, and admits the particulars contained therein and admits that they constitute professional misconduct.

#### IV. FACTS

##### Background Facts

4. The Solicitor was engaged in the private practice of law as a sole practitioner in the City of Toronto after being called to the Bar on April 9th, 1984.

5. In 1987, the Solicitor was before the Discipline Committee and was found guilty of the following particulars:

2(a) After undertaking on August 11, 1986 to maintain a trust account which was subject to Law Society co-signing controls, he opened a new trust account through which he channeled funds in breach of his undertakings.

(b) During the period December 31st, 1984 to May 8th, 1987, he failed to maintain the books and records required by the regulation made pursuant to the Law Society Act.

(c) During the period set out in particular 2(b), he maintained two separate sets of client ledger cards which did not correspond with each other.

(d) He failed to file his Form 2/3 reports for the fiscal periods ending 31st January, 1985 and the 31st January, 1986, within six months of last year end and when the said reports were filed by him, the Form 3 filings did not correspond to the client ledger cards kept by the Solicitor.

(e) During the period 27th February, 1987 to the 23rd April, 1987, he continued to practice law notwithstanding that he knew his rights and privileges had been suspended for non-payment of his Law Society fees.

6. The Committee recommended that the Solicitor be suspended for one month and thereafter until he had satisfied the Society that his books and records were in order. Convocation chose to reprimand the Solicitor and ordered that if his books and records were not ready in six months that he be suspended at that time. Six months later, the Solicitor was suspended on September 22nd, 1988, as his books and records were not in order. The Solicitor remains suspended today due to the Order of Convocation.

7. The first discipline matter arose out of a spot audit which was conducted on the Solicitor's practice. Due to the concerns raised during the spot audit and several citizen complaints, the matter was escalated to a full audit which revealed a number of areas of concern.

8. During the Society's investigation, an application was made to the Supreme Court of Ontario for an order pursuant to Section 43 of the Law Society Act appointing a trustee for the Solicitor's practice. The Solicitor had been suspended due to non-payment of Society levies on November 27th, 1987. On January 29th, 1988, the order was granted based on the Solicitor's suspension and his neglect of his practice, the particulars of which are detailed below.

9. During the Society's initial spot examination of the Solicitor co-signing controls on the Solicitor's trust account were implemented on August 11th, 1986. As part of the co-signing controls, the Solicitor undertook to deposit forthwith all trust monies coming into his possession or control into the trust account in his name at the Royal Bank at 590 Keele Street in Toronto.

Particular 2(a) - John and Janice Dodgson

10. The Solicitor acted for John and Janice Dodgson on a sale of their residence at 82 Yorkleigh Avenue and on a purchase of a new house at 17 Regent Street. Both of these transactions closed on December 18th, 1987. The selling price for Yorkleigh Avenue was \$228,000.00. The purchase price for Regent Street was \$316,900.00. In addition, Land Transfer Tax of \$3,228.50 was owing by the Dodgsons.

11. The purchase was financed by the proceeds of the Yorkleigh Avenue property as well as a first mortgage to Royal Trust in the amount of \$50,000.00 and an infusion of cash by the Dodgsons in the amount \$16,946.84.

12. On December 17th, 1987, John Dodgson issued certified cheque No. 202 in the amount of \$16,946.84 payable to the Solicitor in trust. The Solicitor negotiated the cheque on December 17th, 1987. He did not deposit the funds into his trust account which was subject to co-signing controls thereby breaching his undertaking to the Society. The Solicitor dealt with the funds as follows:

1. \$500.00: Money improperly taken in cash by the Solicitor;
2. \$446.84: Deposited improperly to his personal bank account No. 5401-508 which he used for his own personal use;
3. \$16,000: Money order No. 173771 payable to the vendor which he applied towards the purchase of 17 Regent Street.

13. On December 18th, 1987, the Solicitor received \$50,000.00 in trust from the first mortgagee, Royal Trust. On the same day, the Solicitor negotiated the cheque but again did not use his trust account. The Solicitor dealt with the funds as follows:

1. \$1,983.67: Deposited improperly to his personal bank account No. 5401-508;
2. \$ 750.00: Money improperly taken in cash by the Solicitor;
3. \$ 650.00: Money order payable to Paul Rosenberg respecting the transaction;
4. \$46,616.34: Money order payable to the vendor.

14. On the purchase transaction, the Solicitor issued a cheque to the Treasurer of Ontario in the amount of \$3,260.50. The cheque was drawn on his personal account No. 58-00412 at The Canadian Imperial Bank of Commerce on 1758 St. Clair Avenue West. The cheque was to pay the registration fees for a transfer and a mortgage in the amount of \$16.00 each as well as Land Transfer Tax in the amount of \$3,228.50. The Solicitor registered the documents and tendered the cheque. However, it was returned for insufficient funds on December 23rd, 1987.

15. The cheque to the Treasurer of Ontario was not honoured due to the Solicitor's misappropriation of the trust funds received from his clients and Royal Trust.

16. During the investigation, the Solicitor admitted to the Society's auditor and staff trustee that there was a shortage in the funds held in trust for the Dodgson's resulting from his misappropriation of trust funds. The Solicitor indicated that he believed the Dodgson trust shortage was approximately \$2,500.00.

17. At all material times while he purported to act for the Dodgsons, his rights and privileges as a member of the Society were suspended. As a result of the suspension, one of the activities in which he could not engage was acting as a commissioner for taking oaths. However, on December 16th, 1987, he wrongly commissioned the affidavit of John Dodgson while he was suspended. The Solicitor's position is that he was unaware that he could no longer commission documents.

18. The Solicitor is in the process of rendering a billing, an accounting and a report for the purchase transaction. He will provide the Committee with copies of the documentation as it is produced. He still owes the sum of \$3,260.50, however, he declared bankruptcy on November 24th, 1988 and was advised by the Trustee in Bankruptcy not to pay any debts.

Particular 2(b) - Ishmael Hosein

19. The Solicitor acted for Ishmael Hosein on a purchase of property located at 1199 Dufferin Street. The purchase price was \$235,000.00 plus Mr. Hosein had to pay \$2,493.50 for Land Transfer Tax. The Solicitor received the following cheques respecting this transaction.

<u>Payor</u>	<u>Cheque</u>	<u>Amount</u>	<u>Payee</u>
D.I. Hosein	041	\$ 500.00	Michael Campbell
D.I. Hosein	042	180.00	Michael Campbell
Citycan Financial	9606	67,500.00	Michael Campbell in trust
Financial Trust	486223	<u>167,744.24</u>	Michael Campbell in trust
		<u>\$232,924.24</u>	

20. On December 30th, 1987, the Solicitor negotiated the four cheques, however, the Solicitor did not deposit the proceeds into his trust account. He deposited \$3,381.67 into his personal bank account No. 5401-508 at the Bank of Montreal. These funds were subsequently withdrawn for his own personal use. He also took \$100.00 in cash which was for his own personal use. Instead of depositing the funds to his trust account and issuing trust cheques, the Solicitor purchased four money orders with the balance of the funds he had received. These funds were properly applied to the purchase transaction.

21. Also on December 30th, 1987, the Solicitor issued cheque No. 0715 in the amount of \$2,541.50. This cheque was drawn on his bank account No. 102-202-9 at the Royal Bank of Canada, 590 Keele Street. The cheque was payable to the Treasurer of Ontario for the registration for three documents as well as the outstanding Land Transfer Tax. On January 4th, 1988, the cheque was returned to Lucille Kerr at the Ministry of Consumer and Commercial Relations due to insufficient funds which resulted from the Solicitor's misappropriation.

22. The Solicitor admitted to the Society's auditor and staff trustee that there was a shortage in trust funds belonging to Ishmael Hosein resulting from his misappropriation of trust funds.

23. The Solicitor is in the process of rendering a billing, an accounting and a report for the purchase transaction. He will provide the Committee with the documentation. As with the Dodgson transaction, the Solicitor admits that he owes the sum of \$2,541.50, however, he has abided by the advice of Trustee since the bankruptcy on November 24th, 1988.

24. At all material times during the course of this transaction the Solicitor's rights and privileges as a member of the Society were suspended. During this period, the Solicitor wrongly commissioned the affidavit of Ishmael Hosein. The Solicitor's position is that he was unaware that he could no longer commission documents.

25. In addition to these matters, the Solicitor also acted for Mr. Hosein as a lawyer respecting mortgage transactions on 34 Horseshoe Crescent and 7668 Wildfern Drive. Some of the documentation on these matters include a solicitor's interim report on title and request for funds. The report is dated October 19th, 1988 and under the words "signature of partner" is the Solicitor's signature. Under the words "name of firm" is the Solicitor's name and under the words "address of firm" is the address of Canada United Paralegal.

Complaint D21/89, Particular 2(e) - Cecilia and Gary Mowatt  
Complaint D91/89, Particular 2(a) - Cecilia and Gary Mowatt

26. The Solicitor was retained by Cecilia and Gary Mowatt to represent them in a motor vehicle claim. The Solicitor received a cheque issued to him in trust by Messrs. Thompson, Rogers in the amount of \$1,925.00 in settlement of costs of three medical reports prepared on behalf of the Mowatts.

27. On April 1st, 1987, the Solicitor deposited the cheque into his Trust Account No. 50-00963 at Central Trust at 415 Yonge Street. This trust account was not subject to co-signing controls as the Society was unaware of its existence. The Solicitor's failure to deposit these trust funds to the trust account which was subject to co-signing was a further breach of his undertaking to the Society. On the same day, the Solicitor issued a trust cheque in the amount of \$1,925.00 payable to himself and deposited these funds into his general account (50-00971) also located at Central Trust. The Solicitor failed to make any payments to the doctors on whose account he had received the \$1,925.00. The Solicitor used these funds for his own purposes thereby misappropriating the trust funds and breaching the condition attached to the funds that they be paid to the doctors.

28. On April 20th, 1987, the Solicitor received a cheque from Messrs. Thompson, Rogers in the amount of \$5,000.00 in full settlement of Cecilia Mowatt's claim. The Solicitor borrowed certain of these funds from her without providing any security or independent legal advice. While the specific amount of the loan is uncertain it is in the range of \$3,000.00. The Solicitor's position is that all or most of the money has been repaid.

29. The Solicitor in the process of rendering a billing, an accounting and a report for the purchase transaction. He will provide the Committee with copies of the documentation.

Particular 2(f) - Practising Under Suspension  
Gaspard and Colleen Auguste

30. After the Solicitor was suspended on November 27th, 1987, he continued in the practice of law as detailed above in the Dodgson and Hosein transactions. In addition, he also represented Gaspard and Colleen Auguste in a mortgage transaction respecting their property at 4 Theresa Court. On December 2nd, 1987, the mortgagee, Wallace Lawrence, advanced \$59,700.00 to the Augustes by issuing a cheque to the Solicitor in trust. On the same day, the Solicitor deposited this cheque to his personal account No. 58-00412 at the Canadian Imperial Bank of Commerce in breach of the co-signing controls. On December 2nd and 3rd, 1987, the Solicitor issued two cheques totalling \$57,800.00 payable to the prior mortgagee and Mr. Auguste respectively. The Solicitor then issued a series of cheques in the amount of \$1,914.50 for his own personal use. He did not prepare fee billings for these amounts but he is now in the process of having these prepared. Three of the cheques totalled \$236.00 and were for other client matters which were unrelated to the Auguste mortgage. When the Society asked the Solicitor about these three cheques, he indicated that they were written against the Auguste mortgage funds but were unrelated to any of the transactions respecting Mr. and Mrs. Auguste.

31. The Solicitor is in the process of rendering a fee billing, an accounting and a report to Mr. and Mrs. Auguste.

Particular 2(f)(vi) - Raimundo Ramon Giardinieri

32. Raimundo Ramon Giardinieri and Francisca Elizabeth Rios Giardinari are involved in matrimonial litigation. The Solicitor represents Mr. Giardinieri and Mrs. Giardinari is represented by Derek D'Oliveira. At all material times, the Solicitor held himself out as a member of the Law Society entitled to practise law. Mr. D'Oliveira dealt with him in that capacity.

33. On March 1st, 1989, Mrs. Giardinari was served with Divorce Petition No. 162828/89 from the Supreme Court of Ontario. The petition was prepared by Canada United Paralegals Associates (CUPA) and provided a telephone number. On behalf of Mrs. Giardinari, Mr. D'Oliveira dialed the telephone number and asked if he could speak to a lawyer. He was given the Solicitor's name. On March 6th, 1989, he served the Solicitor by a facsimile transmission with a Motion for Custody directed to CUPA. The motion had a return date of March 9th, 1989. On that day, the parties agree to adjourn the matter to March 15th, 1989. The consent of the parties to the adjournment was recorded in writing. The preamble of the consent reads:

"The parties herein by their solicitors agree to adjourn this matter to March 15th, 1989 on the following terms:"

34. The consent is dated March 9th, 1989 and is signed by the Solicitor over the words "Raimundo Giardinieri by his counsel". The Solicitor did not tell Mr. D'Oliveira or the Master in front of whom he was appearing of his suspended status or that he was appearing as an agent and not a lawyer. The Solicitor led the Master to believe that he was appearing as a lawyer on behalf of Mr. Giardinieri. The Master endorsed the back of the Motion Record and indicated that the Solicitor was appearing for the petitioner.

Particular 2(g) - Audit Matters

35. Subsequent to:

1. Co-signing controls being implemented and the Solicitor undertaking to deposit all trust funds to the controlled trust account on August 11th, 1986; and
2. The Solicitor pleading guilty to breach of the co-signing controls on June 10th, 1987;

He continued to breach the undertaking to the Society and thereby avoided the co-signing controls as detailed in the Dodgson, Hosein, Gaspard and Mowatt matters referred to in this Agreed Statement of Facts.

Particular 2(g)(ii) - The Royal Bank of Canada

36. On February 15th, 1988, the Solicitor attended on the manager of The Royal Bank of Canada at 935 St. Clair Avenue West, Toronto. The Solicitor indicated to the Manager, Mr. Ozzie Ciarmela, that he was relocating near this branch of the Royal Bank and that he wished to open a trust and general bank account in respect of his law practice. The manager processed his requests and had the Solicitor sign a signature card as well as the balance of the standard documentation required to open trust and general bank accounts.

37. The Solicitor told Mr. Ciarmela that he was having problems with his bank account at the Bank of Montreal and that he would be transferring the balances in those accounts to the new accounts at Mr. Ciarmela's branch. The Solicitor did not tell Mr. Ciarmela that his law practice was subject to the order of the Supreme Court appointing the trustee nor that his trust accounts were subject to co-signing controls. Mr. Ciarmela first became aware of the court order when he spoke with Mr. David DeMone, Manager of the Royal Bank of Canada, at Keele and St. Clair on February 15th, 1988. The trust account which was subject to co-signing was maintained at the Keele and St. Clair branch. Following the discovery of this information by Mr. Ciarmela, the Solicitor took no further steps to open a new trust and general account at that branch.

Particular 2(h)

38. A trusteeship order pursuant to section 43 of the Law Society Act was obtained on January 29th, 1988. The order appointed the Society as trustee to take possession of all of the Solicitor's files, documents, accounting records, all bank accounts, including trust, general and personal accounts for the purposes of preserving, carrying on or winding up the Solicitor's practice.

39. The Solicitor was served with this order and had extensive discussions with the Society respecting the order. During the first discussion, the Solicitor was informed that the Society had no alternative but to arrange for the Sheriff to attend with the Society to obtain the materials from his practice which were covered by the order. The Society obtained some of the materials, however, other books and records are currently being prepared by the Solicitor's accountant.

Particular 2(j) - Books and Records

40. The Solicitor is currently suspended for his ongoing failure to produce proper books and records respecting his practice of law. Pursuant to the order of Convocation dated September 22nd, 1988, the Solicitor was to remain suspended until his books and records were properly maintained.

41. The books and records which were the subject of the first complaint and the books and records which were to have been maintained by the Solicitor subsequent to the first complaint being sworn on June 5th, 1987, were delivered to the Society on November 23rd, 1989. The Society's auditor is in the process of reviewing the books in order to prepare a report to the Committee.

Particular 2(k)

42. In the real estate matters referred to in this document, the Solicitor is in the process of delivering fee billings, reporting letters and accountings to his clients and will provide copies to the Committee.

Particular 2(l) and 2(m)

43. The Solicitor represented Ishmael Hosein on the purchase and related mortgage transactions respecting 7668 Wildfern Drive, Mississauga. Mr. Hosein arranged for a commitment for a first mortgage in the amount of \$120,000.00 from Citycan Financial Corporation. The commitment was dated August 25th, 1987 and the solicitor for the transaction was indicated as Michael Campbell. The mortgage was administered through Vanguard Trust of Canada Limited. On May 21st, 1987, the Solicitor issued an interim report and requisition for funds to Vanguard requesting funds for September 24th, 1987. The interim report was executed by the Solicitor and certified that when the advance would be made:

1. Vanguard Trust would have a duly executed mortgage in accordance with its instructions and commitment;
2. When the monies were disbursed the mortgagor would have good and marketable title, free and clear of all judgments, executions, charges and other liens except for the Vanguard mortgage and Vanguard would have a valid first charge against the secured property.

44. On the day of closing, October 13th, 1987, Vanguard Trust wrote to the Solicitor enclosing a cheque for the mortgage advance in the amount of \$117,792.33. The letter indicated that this advance was subject to the Solicitor's usual searches and all matters being found to his satisfaction and subject to all the terms and conditions of the commitment being met. On this date, the Solicitor registered the Vanguard mortgage, however, there were four mortgages registered in priority to the Vanguard mortgage.

45. The Solicitor did not deposit the mortgage advance from Vanguard in his trust account nor did he make any record of this transaction in his books. Instead, the Solicitor took the cheque which was payable to himself in trust and endorsed it to his client. The Solicitor did not report to Vanguard Trust until May 12th, 1988. At that time, he reported that the Vanguard mortgage was in first position. In reality the Vanguard mortgage was in fifth position behind the following mortgages:

<u>Registration Date</u>	<u>Grantee</u>	<u>Amount</u>
August 26, 1986	Woodland Management Ltd.	\$90,750.00
August 26, 1986	Mazmik Homes Inc.	18,300.00
September 3, 1986	John O'Reilly	13,000.00
November 25, 1986	Glas	24,000.00

46. On November 28th, 1988, Vanguard Trust instructed new solicitors to conduct a subsearch of the property to determine the priority of their mortgage. On December 2nd, 1988, a subsearch of title revealed that Vanguard was in fifth position, subject to the above mortgages. On December 7th, 1988, Vanguard's new solicitors, Turkstra Mazza, were informed by the Solicitors for the fourth mortgagee that power of sale proceedings had been implemented by them on July 5th, 1988 and that the first three mortgages had been discharged on December 6th, 1988. On January 25th, 1989, Vanguard Trust obtained a transfer of charge and assignment of power of sale from the fourth mortgagee in order to protect its own interest.

47. The Solicitor also acted for Mr. Hosein and Guaranty Trust Company of Canada when Mr. Hosein attempted to obtain additional financing on the property in October of 1988. The instructions to the Solicitor from Guaranty Trust were that it was to have a second mortgage pursuant to the agreement negotiated with Mr. Hosein. On October 19th, 1988, the Solicitor issued his interim report and request for funds to Guaranty Trust. The report was executed by the Solicitor on the letterhead of Canada United Paralegal Associates. Part of the letterhead included the words "Staff Solicitor, Michael Campbell, LLB".

48. The report stated that the mortgagor had good and marketable title to the said lands and that the mortgage was a second charge. Also the Solicitor's report stated that the Guaranty mortgage was advanced for the full amount subject only to a mortgage in favour of Vanguard Trust in the principal amount of \$110,000.00. In fact, the Guaranty mortgage was not a second mortgage but was a sixth mortgage after the Vanguard mortgage which was in fifth place instead of first. Guaranty issued a cheque dated October 29th, 1988, payable to "Michael D.T. Campbell, in trust". The Solicitor did not deposit these funds to his trust account subject to the co-signing controls nor did he record the transaction in the books of his practice.

49. Subsequent to his report to Vanguard Trust and his subsequent registration of the Vanguard Trust and Guaranty Trust mortgages, he failed to report at all to Guaranty Trust and took no steps to inform either Vanguard Trust or Guaranty Trust that their mortgages did not have the security for which they had bargained. Due to his reports, the mortgagees assumed that they in fact had the requisite security. The mortgages did not suffer any financial loss.

Particulars 2(n) and 2(o) - The Bank of Nova Scotia

50. The Solicitor acted for the mortgagor, Cecil King, and the mortgagee, The Bank of Nova Scotia, on a mortgage transaction. The transaction closed on June 17th, 1987. The Solicitor did not report or account to either of his clients. On October 13th, 1987, the bank wrote to the Solicitor requesting the registered first mortgage, related documentation and the reporting letter. The Solicitor did not reply and a second letter was sent to the Solicitor dated November 2nd, 1987 again requesting the same documentation. This letter also indicated that the matter would be referred to the Law Society should the Solicitor not reply by December 2nd, 1987. The Solicitor did not reply and the bank complained to the Society.

51. The Society wrote to the Solicitor requesting his comments. The Solicitor did not reply. Several letters were sent to the Solicitor requesting his reply. Also the Society spoke with the Solicitor on several occasions requesting that reply to the Society. No reply was received from the Solicitor. The bank was forced to retain fresh counsel to deal with the matter due to the Solicitor's failure to co-operate.

52. The Solicitor has reported to his mortgagee client and is in the process of reporting and accounting to his mortgagor client, Cecil King.

Particulars 2(p) and 2(q) - Canada Packers Employees' Credit Union

53. The Solicitor was retained by the Canada Packers Employees' Credit Union Limited to represent it on a mortgage transaction. The mortgage was advanced in the Spring of 1987, but the Solicitor did not report or account to the Credit Union, nor did he provide it with a duplicate registered mortgage. The Credit Union wrote to the Solicitor and telephoned him on several occasions with no success. Finally in July of 1988, the Credit Union wrote to the Society complaining about the Solicitor's failure to report on the mortgage transaction. He had failed to reply to the messages from the Credit Union to discuss the outstanding matter.

54. Upon receipt of the complaint from the Credit Union, the Society wrote to the Solicitor requesting his comments. When the Solicitor did not reply, several other letters were sent to the Solicitor and telephone calls were made in order to elicit a reply. None of this was successful and late in 1988, the Credit Union retained fresh counsel to protect their interest in the mortgage transaction. The Solicitor is in the process of replying to the Society and his client.

Particulars 2(r), 2(s) and 2(t) - Four Seasons Travel Agency (Four Seasons)

55. The Solicitor represented Four Seasons Travel Agency respecting a litigation matter. The Solicitor was paid \$750.00 as a retainer in April of 1987. He also received a cheque payable to Michael Campbell in trust in the amount of \$700.00. The reference on the cheque was to "Shmoil". These funds were paid to the Solicitor in order that he could forward to Mr. Shmoil should certain conditions of an agreement be honoured. This did not come to pass. The client made several requests for a report and an accounting. The Solicitor failed to reply to these requests and Four Seasons complained to the Society. Following receipt of this complaint, the Society wrote to the Solicitor requesting his comments. The Solicitor did not reply and further letters and telephone calls were made to the Solicitor requesting his co-operation. None of these efforts were successful. The Solicitor is in the process of reporting and accounting to his client and the Society.

Particular 2(u)

56. During the course of the Society's investigation, a complaint was received from Lucille Kerr, Acting Supervisor, Accounts Receivable, Ministry of Consumer & Commercial Relations. Ms. Kerr's concern was that the Solicitor had provided the government with a series of cheques totalling more than \$9,000.00, all of which had been returned due to insufficient funds at the Solicitor's bank. All of these cheques were payable to the Treasurer of Ontario for document registration fees and Land Transfer Tax on real estate matters in which the Solicitor had carriage. The details respecting the N.S.F. cheques are listed below:

LRO	DATE OF CHEQUE	DATE RETURNED	AMOUNT	REPLACED
51	16/09/86	10/86	\$ 772.00	17/10/86
65	10/16/86	11/86	34.00	12/01/86
43	08/05/87	08/87	2,244.00	09/03/87

LRO	DATE OF CHEQUE	DATE RETURNED	AMOUNT	REPLACED
35	08/14/87	08/87	1,291.00	10/15/87
43	09/23/87	10/87	19.00	10/15/87
51	09/05/87	10/87	217.00	01/14/88
63	11/07/87	12/87	16.00	01/14/88
64	12/18/87	12/87	28.00	01/14/89
66	12/02/87	12/87	16.00	
63	12/30/87	01/88	2,541.50	
65	12/18/87	01/88	3,260.50	

57. The cheques were not honoured due to the Solicitor's misappropriation from the trust funds he held on behalf of various clients. As of the date the complaint was sworn, the Solicitor had still not replaced the last two cheques for Land Transfer Tax totalling more than \$5,800.00. However, the Solicitor did replace the cheque for \$16.00. The Ministry's position is that it will look to the clients if the Solicitor does not honour these obligations. The Solicitor's position is that he will replace the two cheques following his discharge from bankruptcy. The application for discharge is expected to be filed shortly.

Particular 2(v) - Chapman and Kay Limited

58. The Solicitor acted on behalf of Chapman and Kay Limited, a firm of mortgage brokers. He was retained to represent them on a mortgage transaction which closed on July 28th, 1987 on property at 1983 Donald Avenue in Toronto.

59. Following the closing of the transaction, the Solicitor failed to provide his client with a report or an accounting. His client made numerous requests of the Solicitor for the outstanding documentation, however, nothing was received. Finally, the mortgagee client wrote to the Society complaining about the Solicitor's failure to reply, report and account. The Society wrote to the Solicitor on November 30, 1987 requesting his comments. No reply was received and further letters were sent to the Solicitor but no reply was forthcoming. The Society also spoke with the Solicitor by telephone in an attempt to obtain a reply. The Solicitor is in the process of replying, reporting and accounting to his client and the Society.

Particulars 2(w) and 2(x) - Singer

60. The Solicitor represented Grant Singer in a matrimonial matter. Pursuant to the Solicitor's request, Mr. Singer provided him with a cheque for \$100.00 on March 25th, 1987 and a second cheque for \$200.00 on June 5th, 1987. The Solicitor's instructions were to process the divorce. Since that time, the Solicitor has not obtained the divorce and has failed to communicate with his client. Mr. Singer attempted to call the Solicitor on numerous occasions. His calls were not returned. Finally the number that he was calling was disconnected without any forward number left. Only by contacting the Law Society was Mr. Singer able to obtain a new number for the Solicitor. Mr. Singer also left numerous messages at this number but again the Solicitor did not reply.

61. Due to this and the Solicitor's failure to reply, Mr. Singer complained to the Law Society. The Society sent a letter to the Solicitor requesting his reply. No answer was received and further letters and telephone calls were made to the Solicitor in an attempt to elicit a response. The Solicitor is in the process of replying to the Society respecting this matter.

Particular 2(y) - Wilson

62. The Society received a complaint from two clients of the Solicitor, David Wilson and David Wolsten-Holme. The letter of complaint was dated April 4th, 1988. On April 11th, 1988, the Society wrote to the Solicitor requesting his comments. No reply was received and further letters were sent to the Solicitor requesting his reply. The Society has also spoken to the Solicitor and requested his response to this matter. To date, no reply has been received from the Solicitor.

Particular 2(z) - Canada United Paralegal Associates Inc.

63. The Solicitor is employed by Canada United Paralegal Associates Inc. (CUPA). As detailed in the Hosein transaction, the letterhead of (CUPA) clearly shows "Michael Campbell, LLB" under the heading "Staff Solicitor". On October 11th, 1988, the Society received a letter of complaint from Peter Clyne, barrister and solicitor. Mr. Clyne acted for the purchaser on a real estate transaction which closed on September 25th, 1987. The Solicitor acted for the vendor. A number of mortgages were registered on title. The Solicitor provided Mr. Clyne with discharge statements as he acted for all of the mortgagees. The Solicitor also executed an undertaking to:

- (1) discharge all of the mortgages; and
- (2) that if the discharges were not registered within 90 days, he was to pursue a court application for an order to discharge the mortgages at his own expense.

64. When the Solicitor did not comply with the undertaking and Mr. Clyne's repeated requests to have him do so, Mr. Clyne complained to the Society. Included with his letter of complaint was some of the correspondence. One of the letters from the Solicitor was on the letterhead of CUPA which showed the Solicitor as a "Staff Solicitor". The letterhead also indicated the services provided by the paralegal agency and included incorporations, divorce and wills. It is the position of the Society that paralegals are prohibited from performing these services. It also indicated that "complete services are provided". The letter is dated July 19th, 1988 and is addressed to Peter Clyne. The reference line is "Re Bernard purchase from Belasko" and the letter is signed by the Solicitor above the words "Michael D.T. Campbell, Barrister and Solicitor".

65. It is the position of the Solicitor that prior to being informed otherwise by the Society that he was entitled to use the words "Barrister and Solicitor" after his name.

66. Further evidence of the Solicitor's practice of law while suspended and in association with CUPA is detailed in the Agreed Statement of Facts respecting Complaint D41/89.

DATED at Toronto this 28th day of November, 1989."

Complaint D41/89

"AGREED STATEMENT OF FACTS

I. JURISDICTION AND SERVICE

1. The Solicitor admits service of Complaint D41/89 and is prepared to proceed with a hearing of this matter before the Discipline Committee on November 28th, 1989.

II. IN PUBLIC/IN CAMERA

2. The parties agree that this hearing should be held in public pursuant to Section 9 of the Statutory Powers Procedure Act.

III. ADMISSIONS

3. The Solicitor has reviewed Complaint D41/89 with his counsel, Alfred M. Kwinter, and admits the particular contained therein and admits that it constitutes professional misconduct.

IV. FACTS

4. On September 22nd, 1988, the Solicitor attended at Convocation which ordered that he be suspended pursuant to the allegations established in Complaint D50/87. One of the established particulars was that the Solicitor practised under suspension. The Solicitor is still suspended and has been at all material times. The following facts show the Solicitor continuing to practise law subsequent to his suspension.

Joseph Balingit

5. On Monday, April 10th, 1989, Mr. Joseph Balingit attended at the offices of Canada United Paralegal Associates (CUPA) on 879 St. Clair Avenue West in order to have a Last Will and Testament prepared. The receptionist inquired as to whether Mr. Balingit was waiting for a lawyer to which he replied in the affirmative. He was directed to a waiting area and some time later, the Solicitor arrived and identified himself. The Solicitor and Mr. Balingit retired to the Solicitor's office where the Solicitor had a copy of his law school class picture on the wall and various law books on shelves throughout the office.

6. Mr. Balingit indicated that he required a will and informed the Solicitor of his separated status from his wife. The Solicitor suggested to the investigator that he also obtain a divorce. In addition, the Solicitor suggested a separation agreement and showed the investigator a sample agreement of approximately nine pages. Mr. Balingit indicated to the Solicitor that he only required a will but would consider obtaining a divorce in the future.

7. The Solicitor discussed the role of an executor. He indicated that if Mr. Balingit did not have an executor that the estate would go to the government upon his death. This would result in Mr. Balingit's son and heir having difficulty getting money from the government whenever it was needed. Mr. Balingit suggested that his brother as the executor and provided the Solicitor with the other specifics respecting the will. After obtaining the particulars, the Solicitor indicated that Mr. Balingit could return in a few days and the will would be ready.

8. Mr. Balingit returned to the offices of CUPA on Monday, April 17th, 1989. He met with the Solicitor who provided him with the prepared will and asked Mr. Balingit to read it to determine whether there were any questions.

9. In paragraph 3 of the will, the Solicitor had used the term "independent legal advice". Mr. Balingit inquired as to the meaning of this phrase. The Solicitor responded to Mr. Balingit's question and explained the term. During the conversation, the Solicitor indicated that he had acquired his knowledge at law school. Mr. Balingit inquired as to whether he was a student lawyer and the Solicitor replied that he was a lawyer. Mr. Balingit inquired as to whether the trustee named in the will could actually come to the Solicitor for the independent legal advice since he was the one who had prepared the will. The Solicitor indicated that Mr. Balingit could consult him for independent legal advice.

10. The will drafted by the Solicitor pursuant to the client's instructions did not make mention of Mr. Balingit's wife. Due to the fact that he was separated and not divorced, he inquired of the Solicitor as to the validity of the will respecting the exclusion of his wife. The Solicitor discussed this with Mr. Balingit and advised him of the options which he felt would be available to Mr. Balingit's wife.

11. After the Solicitor gave Mr. Balingit advice on his will, he inquired of the Solicitor if he did other work. The Solicitor indicated that the main line of work in the office was immigration. He stated that he was the only lawyer in the business and that his partner was a legal assistant not a lawyer.

12. The Solicitor then had Mr. Balingit execute the will which the Solicitor and his partner's wife witnessed. The Solicitor indicated that the will was in his computer and that if Mr. Balingit wanted to make changes he could simply advise the office and changes could be made easily. The Solicitor requested a \$75.00 fee from Mr. Balingit. Mr. Balingit paid the fee and received a written receipt from the Solicitor on the letterhead of CUPA.

Bernardo Barrera

13. Bernardo Barrera and Cesar Viteria were partners in the ElRincon Chico Restaurant. The partnership dissolved and Mr. Barrera retained the Solicitor. On May 8th, 1989, the Solicitor wrote to Mr. Viteria stating that he was the solicitor for Mr. Barrera respecting the dissolution of the partnership. The Solicitor informed Mr. Viteria that he was not authorized to continue the operation of the restaurant. He further stated that he had been instructed to apply for an injunction to close the restaurant as well as to apply for a receiver and arrange for distribution of the assets and liabilities. The Solicitor closed by stating that if Mr. Viteria was willing to close the restaurant until the matter was resolved and to discuss reasonable settlement, it would be possible to avoid the expense and embarrassment of a court action. However, if he did not hear from Mr. Viteria by May 12th, 1989, he would proceed without further notice to him.

14. After advising Mr. Biteria to kindly govern himself accordingly, Mr. Campbell signed the letter as staff solicitor. Also the heading at the top of the letter stated that Mr. Campbell was a "Barrister and Solicitor" at 881 St. Clair Avenue West in Toronto. The address is that of Canada United Paralegal Associates Inc. (CUPA) This letter was not written on CUPA letterhead.

15. On May 16th, 1989, the Solicitor wrote to Mr. Saul Jonas, the lawyer representing Mr. Viteria. At the top of the letter were the words "Without Prejudice" and the letter detailed a three part settlement proposal by the Solicitor. The Solicitor closed by stating that his instructions were that if an agreement was not reached, he was to apply to the court for an injunction. This letter was on the letterhead of CUPA and was signed by the Solicitor as "Staff Solicitor".

16. The Solicitor next wrote to Mr. Jonas on May 19th, 1989 asking whether he as able to admit service of a claim and a Notice of Motion. This letter was also on CUPA letterhead and was signed by the Solicitor as "Staff Solicitor".

17. On May 25th, 1989, the Solicitor wrote to Mr. Viteria stating that he represented Mr. Barrera and was preparing documentation to file in Supreme Court which would result in a forced sale of the restaurant and the accounting. The Solicitor again suggested that Mr. Viteria discuss settlement of the dispute. This letter was signed by the Solicitor as "Staff Solicitor" on the letterhead of CUPA.

18. On June 21st, 1989, the Solicitor filed a Notice of Application in the Supreme Court of Ontario which was assigned File No. RE1479/89. At the end of the application, the Solicitor referred to himself as follows:

Michael D.T. Campbell  
Barrister and Solicitor  
879 St. Clair Avenue  
Toronto, Ontario  
M6C 1C4

658-9313  
Fax: 651-0170

Solicitor for the Applicant

On the back cover sheet of the Notice of Application, under the heading of "Name", the Solicitor inserted his name and the word "Solicitor".

Alonso Rivera

19. The Solicitor was retained by Mr. Rivera on September 28th, 1988 to represent him in connection with an application for a variation in support payments to his former spouse, Berta Rivera. The Solicitor acted for Mr. Rivera between September 28th, 1988 and August 29th, 1989, during which time he took all necessary steps including discussions with the solicitor for Berta Rivera, preparation, service and filing of the necessary court documentation, appearing in court on behalf of Mr. Rivera and making submissions.

20. The Solicitor reported to Mr. Rivera by letter dated August 29th, 1989 informing him that he had attended at court on August 29th, 1989. He advised Mr. Rivera that the application had been refused and that he had been ordered to pay costs of \$350.00. The heading of the letter stated:

Michael D.T. Campbell  
Barrister and Solicitor  
881 St. Clair Avenue West  
Toronto, Ontario  
M6C 1C4

21. Enclosed with the Solicitor's letter was his statement of account dated August 29th, 1989. The heading of the account is the same as for the letter indicating that the Solicitor is a barrister and solicitor. The account was for professional services in connection with an application for variation in support payments respecting services from September 28th, 1988 to August 29th, 1989. The services provided by the Solicitor are then detailed and the account is signed by the Solicitor over the words "Michael Campbell, Barrister and Solicitor".

Davilla Javier

22. The Solicitor represented Mr. Javier in a divorce from his wife, Nikishina Grigorevna, who was represented by Irene Shapiro. The Solicitor prepared a divorce petition dated August 8th, 1988 and served it on August 22, 1988. Ms. Shapiro wrote to the Solicitor in September of 1988 and received a reply from the Solicitor shortly thereafter. Communications between Ms. Shapiro and the Solicitor continued throughout the course of the matter.

23., The Solicitor negotiated the Minutes of Settlement on behalf of his client which were executed on December 19th, 1988. The signatures of Mr. Javier and Ms. Grigorevna were witnessed by the Solicitor and the other counsel. On January 24th, 1989, the Solicitor swore an affidavit stating that he was the Solicitor for Mr. Javier and further stated that he had advised Mr. Javier with respect to the Minutes of Settlement and believed that he was fully aware of the nature and effect of all the provisions of the Minutes of Settlement.

24. The Solicitor continued representing Mr. Javier by commissioning an affidavit which had been executed by his client on April 15th, 1989. The Solicitor also commissioned affidavits on April 19th, 1989 and July 7th, 1989 respecting the divorce action. As a result of the suspension of all of the Solicitor's rights and privileges on September 22nd, 1988, he was not entitled to commission affidavits yet he continued to do this and other prohibited activities as he represented clients subsequent to his suspension. It is the Solicitor's position that he thought he could commission documents while suspended.

25. In addition to the matters referred to above, the Solicitor also practised under suspension and held himself out as a barrister and solicitor in the following client matters:

<u>CLIENT</u>	<u>ACTION</u>	<u>WHEN SERVICES PERFORMED</u>
A. Sonia A. Chaves	Divorce	May 9/88 to March 31/89
B. Gloria Segovia	Family matter	July 12/88 to Jan. 12/89
C. Auro Mera	Divorce	Aug. 5/88 to Dec. 14/88
<u>CLIENT</u>	<u>ACTION</u>	<u>WHEN SERVICES PERFORMED</u>
D. Julio Fernandez	Family matter	Sept. 3/88 to Dec. 12/88
E. Isabel Pelaez	Divorce	Sept. 17/88 to Jan. 9/89
F. Enrique Nunez	Motor Vehicle Accident	March 1/89 to present

26. The Solicitor has continued in the practice of law subsequent to his suspension despite warnings by the Society. On February 20th, 1989, the issue of the Solicitor's practice was discussed with discipline counsel. At that time, the Solicitor indicated that he was not doing any legal work, however, he stated that he did come very close to the line on some occasions. He also denied using the words "Barrister and Solicitor" on his letters.

27. On March 13th, 1989, during a telephone conversation with discipline counsel, the Solicitor stated that he was aware that as a suspended lawyer he could not practise law. He also stated that he was aware that as an agent or paralegal, he could not act in certain areas such as divorce, incorporations or wills. Despite these conversations with discipline counsel, the Solicitor continued to engage in the practice of law, thereby misleading his clients, the courts and the Society.

28. The Solicitor's discipline hearing was scheduled to proceed on July 11th, 1989. In consideration of the Society granting an adjournment, the Solicitor executed the following undertaking:

"Not to engage in the practice of law or hold myself out as a barrister and solicitor until my discipline hearing has been completed."

and acknowledged that any breach of that undertaking could lead to further discipline proceedings.

DATED at Toronto this 28th day of November, 1899."

RECOMMENDATION AS TO PENALTY

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The Committee recommends that Michael David Thomas Campbell be permitted to resign and if he does not that he be disbarred.

REASONS FOR RECOMMENDATION

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During the penalty portion of the hearing, Dr. Malcolm was called as a witness and his report dated September 19th, 1989 was filed as an exhibit.

Also called were the solicitor's former wife, sister and brother-in-law.

It was apparent that the Solicitor and his wife were having serious problems. This had a substantial effect on the Solicitor's mental state. In addition, both the Solicitor and his wife were using cocaine regularly and to such an extent that all their money was being used to feed their habit.

Both of these factors were causing the Solicitor's practice to deteriorate to such an extent that he began having serious problems with the Law Society resulting in his suspension on two occasions. In January of 1988 the Solicitor stopped using cocaine and has not used it since. He has separated from his wife and has joint custody of their child.

Counsel for the Solicitor urged the Committee to impose a lengthy period of suspension, given all the circumstances including the overcoming of his cocaine habit, the psychiatric evidence and the fact that there had been no loss to clients because all claims had been settled and clients' losses repaid.

Counsel for the Law Society took the position that the only appropriate penalty was disbarment.

The Committee was impressed with the Solicitor's efforts to rehabilitate himself and particularly with his overcoming his cocaine habit. However, the offences are serious and include practicing while under suspension. We feel there is no assurance that the Solicitor would not continue to practice if suspended and accordingly make the above recommendation.

It is because of his rehabilitative efforts that the Solicitor should be given the opportunity to resign.

Michael David Thomas Campbell was called to the Bar and admitted as a Solicitor of the Supreme Court of Ontario on the 9th day of April, 1984.

ALL OF WHICH is respectfully submitted

DATED this 6th day of November, 1990

"Robert Carter"  
Robert J. Carter, Chair

It was moved by Mr. Topp, seconded by Mr. Lerner that the Report be adopted.

There were submissions by Mr. Kwinter with regard to paragraph 25 - F. on page 33 of the Report that it be amended by deleting the words "March 1/89 to present" and inserting the words "prior to March 1/89".

The Report as amended was adopted.

It was moved by Mr. Topp, seconded by Mr. Lerner that the Recommendation as to Penalty contained in the Report that is, that the solicitor be permitted to resign be adopted.

Counsel for the solicitor made representations with regard to paragraph 2 on page 36 that the sentence be amended to read "Counsel for the Law Society took the position that the only appropriate penalty was permission to resign." Mr. Kwinter also advised that the Compensation Fund paid 5 claims totalling \$4,000.

The medical report of Dr. Andrew Malcolm was distributed to Convocation.

Counsel for the solicitor sought a 2 year suspension and that the solicitor be allowed to work only in an office where he was supervised and that after his suspension was over that he be permitted to practice only as an employed solicitor and not as a sole practitioner.

Mr. Conway made submissions and copies of his memorandum were distributed to Convocation.

The solicitor, counsel, the reporter and public withdrew.

It was moved by Ms. Chapnik, seconded by Ms. Weaver that the solicitor be disbarred.

The solicitor, counsel, the reporter and public were recalled.

The solicitor and counsel were informed of the more serious motion.

Convocation adjourned for a short recess.

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Convocation reconvened.

RESUMPTION OF RICHARD SIU-DICK WONG

Mr. Bastedo did not participate.

Mr. Robert Conway appeared for the Society. No one appeared for the solicitor who was not present.

It was moved by Mr. Topp, seconded by Mr. Lerner that the matter be adjourned to the next Special Convocation.

Carried

Counsel retired.

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RESUMPTION OF MICHAEL DAVID THOMAS CAMPBELL

The solicitor's counsel asked that Mr. Campbell be permitted to resign and that the matter go forward at this time without further adjournment.

The solicitor, counsel, the reporter and public withdrew.

Ms. Chapnik's motion to disbar the solicitor was lost.

The Recommendation as to Penalty that the solicitor be permitted to resign was adopted.

The solicitor, counsel, the reporter and public were recalled.

The solicitor and counsel were informed of Convocation's decision.

The Acknowledgment, Declaration and Consent was filed as Exhibit 2.

The solicitor executed the document of resignation which was filed as Exhibit 3.

The solicitor and counsel retired.

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MOTION

LEGAL AID COMMITTEE

It was moved by Mrs. Weaver, seconded by Mr. Lerner THAT the membership of the Legal Aid Committee be as follows:

- |           |                             |
|-----------|-----------------------------|
| Bencher   | Thomas Bastedo, Chair       |
| Members - | Frances Kiteley, Vice-Chair |
|           | Robert Carter               |
|           | June Callwood               |
|           | Daniel Murphy               |

Non-Bencher	Bruce Durno
Members -	Jim Bond
	Randy Lalande

Members -	Bruce Alley
appointed by	Judy Campbell
Lieutenant	Kathy Kehoe
Governor-in-	Michael Koenig
Council	Dennis Petiquan

Note: Two additional non-Bencher members are to be appointed as well as a representative appointed by the Student Legal Aid Society.

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CONVOCATION ADJOURNED AT 12 NOON

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CONVOCATION RECONVENED AT 2:00 P.M.

PRESENT:

The Treasurer, (James M. Spence, Q.C.), Bastedo, Bellamy, Callwood, Campbell, Carey, Chapnik, Farquharson, Ferguson, Hall, Lawrence, Lerner, McKinnon, Peters, Rock, Thom, Topp, Wardlaw and Weaver.

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"PUBLIC"

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LEGAL EDUCATION COMMITTEE

Mr. Rock presented the Report of the Legal Education Committee of its meeting on November 8th, 1990.

TO THE BENCHERS OF THE LAW SOCIETY OF UPPER CANADA

IN CONVOCATION ASSEMBLED

The LEGAL EDUCATION COMMITTEE begs leave to report:

Your Committee met on Thursday, the 8th of November, 1990. The following members were present: Allan Rock (Chair), Maurice Cullity, Donald H. L. Lamont (Vice-chairs), Denise Bellamy, Sandra Chapnik, Laura Legge, Patricia Peters, Marc Somerville, Stuart Thom, Roger Yachetti. In attendance representing the Bar Admission Advisory Committee was: John Lewis. Staff in attendance were: Marilyn Bode, Brenda Duncan, Holly Harris, Alexandra Rookes, Alan Treleaven.

A.  


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POLICY

1. PROCEDURES GOVERNING RECRUITMENT OF ARTICLING STUDENTS AND SUMMER STUDENTS

On November 2, 1990 the annual Articling and Summer Student Recruitment Procedures Meeting was held, chaired by Allan Rock.

During the past year the Summer Student Recruitment process continued to be monitored pursuant to the recommendation of Donald Lamont, Chair of the former Subcommittee on the Summer Student Program. An informal telephone survey has been conducted of approximately 25 law firms and 30 students dealing with the summer student employment. A summary of the results of the survey has been prepared and forms a part of the attached material prepared for the meeting. (pages 1 - 6)

At the meeting the Articling and Summer Student Recruitment Process for the past year was discussed, and draft procedures for the next recruiting cycle were reviewed.

It is recommended that the draft Procedures Governing the Recruitment of Articling Students for the 1992-93 Articling Term and Summer Students for the Summer of 1991 be approved. (pages 7 - 13)

Approved

B.  
ADMINISTRATION

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1. ARTICLING REFORM

The Proposals for Articling Reform, prepared by the Articling Reform Subcommittee chaired by Philip Epstein, were approved by Convocation on October 26, 1990.

A Notice to the Profession is being prepared for publication in the Ontario Reports describing the significant features of the Proposals. The Notice is being drafted both to provide information and to allay potential concerns that might arise in the profession.

As a first step to implementing the proposals, it is now necessary to appoint the new Articling Subcommittee and the Articling Director.

In accordance with the Proposals, the Subcommittee should be composed of five members:

- a) Two Benchers,
- b) Two members of the Law Society of Upper Canada, one called within the last five years and the other within the last 10 years, and
- c) A nominee of the Bar Admission Advisory Committee called within two years at the time of appointment.

Mr. Epstein has agreed to serve as an ex-officio member of the Articling Subcommittee.

It is recommended that the Chair of the Legal Education Committee appoint the five members of the Articling Subcommittee, including its Chair, and further that the Articling Subcommittee appoint the Articling Director.

Approved

2. APPOINTMENT OF NEW ASSISTANT DIRECTOR

Edward McGrath will be leaving his post as Assistant Director of Education effective January 31, 1991. Mr. McGrath has been supervising the London Bar Admission Course and Continuing Legal Education of the London, Ontario office since July 1, 1985. His term of appointment was scheduled to expire on June 30, 1990. Mr. McGrath, however, graciously agreed to an extension of his term until January 31, 1991, in order to see the last session of the traditional Bar Admission Course through to its completion.

It is recommended that the Chair designate a special subcommittee to recruit and recommend the appointment of Mr. McGrath's successor.

Approved

C.  
INFORMATION

1. BAR ADMISSION ADVISORY COMMITTEE

The Bar Admission Advisory Committee continues to provide invaluable assistance to the Bar Admission Course in an advisory capacity. For the past year, Loretta Merritt as Chair of the Bar Admission Advisory Committee has participated at the meetings of the Legal Education Committee. Ms. Merritt's term has now ended. Ms. Merritt has, however, agreed to continue serving on the Continuing Legal Education Reform Subcommittee.

John M. Lewis is the new Chair of the Bar Admission Advisory Committee, and will now be attending as its representative at the meetings of the Legal Education Committee. Mr. Lewis graduated Osgoode Hall Law School in 1987, and while there served as Editor of the Osgoode Hall Law Journal. Mr. Lewis was admitted to the Bar in March of 1989, following which he served as Law Clerk to the Chief Justice of the Supreme Court of Ontario for one year. Since March of 1990 Mr. Lewis has practised in the Hamilton office Turkstra, Mazza, Shinehoft, Mihailovich Associates.

2. BAR ADMISSION REFORM SUBCOMMITTEE

The Bar Admission Reform Subcommittee, chaired by Donald Lamont, met on October 24, 1990 with representatives of the Bar Admission Course Heads of Section to consider standards for assessing students in the new three month teaching term, scheduled to begin on September 16, 1991, and the means of notifying law school students of Bar Admission Course entry expectations. The representatives of the Heads of Section attending were Jeffrey Cowan (Public Law), Philip Epstein (Family Law, also a member of the Subcommittee), and Elena Hoffstein (Estate Planning and Administration). Also in attendance were Marilyn Bode (Bar Admission Reform Project Manager), Alexis Singer (Bar Admission Course Faculty), and the Director.

The minutes from the meeting are attached. (pages 14 - 15)

3. BAR ADMISSION REFORM PROGRESS REPORT

a) Phase one

Phase one, the one month teaching term, finished its 1990 term on August 17. The one month program has been extensively evaluated by both students and members of the Bar who served as Instructors. Unfortunately, disruptions caused by changing locations from Osgoode, to the Cadillac-Fairview Tower, to Ryerson, back to the Cadillac-Fairview Tower, and finally back to Osgoode have delayed the computerized preparation of a Report detailing the results of the evaluations. The Director and the Faculty have manually reviewed the evaluations. Evaluations of Phase one by members of the Bar who served as Instructors were overwhelmingly positive, and included a number of suggestions which will be incorporated into the 1991 program. The student evaluations included significant support as well as criticisms of specific aspects of the program. Student criticism was directed particularly at mandatory attendance, the design of the writing and drafting component, and the level of sophistication of some of the skills assignments.

The Director and Faculty are currently revising the contents of Phase one, and expect to substantially complete that work by the end of 1990. While the basic concept of Phase one remains unchanged, there are significant changes in detail. The most significant changes are being made to the Writing and Drafting Unit, with a general upgrading of the level of sophistication of all units. While mandatory attendance will continue to be the rule, ways are being devised to make the attendance requirement more palatable and to focus more effectively on the educational necessity of attending.

b) Phase Three

Phase three, the three month teaching term, begins for the first time on September 16, 1991. The design of Phase three is well underway, and is being undertaken by the Bar Admission Course Faculty in conjunction with the Heads of Section, Assistant Heads of Section, and Senior Instructors. It is anticipated that the design of Phase three will be substantially completed by March 31, 1991.

4. BAR ADMISSION COURSE EXAMINATION RESULTS

The Bar Admission Course examinations have been written and marked in Civil Litigation, Public Law, and Business Law.

The results in Civil Litigation are: Honours 37, Pass 1081, and Fail 18. In the related Professional Responsibility question, the results are: Pass 1026, and Fail 106.

In Public Law the results are: Honours 22, Pass 1104, and Fail 11. The results in the related Professional Responsibility question are: Pass 1005 and Fail 132.

The results in the Business Law examination and the related Professional Responsibility question were reported orally to the Committee.

There is one Professional Responsibility question on each examination. Students must pass six of the eight Professional Responsibility questions in order to receive a pass grade in Professional Responsibility. Students who fail examinations will be permitted to write supplemental examinations in up to three courses, including Professional Responsibility as one of the courses. Before a student is admitted to the Bar, a student must pass all examinations, including the Professional Responsibility component.

5. BAR ADMISSION COURSE LOCATIONS

The Director recently visited the six Ontario law schools to discuss the Bar Admission Course with interested third year students. Students at Queen's University and the University of Windsor expressed a keen interest in having Phase one offered in their respective cities in order to eliminate the inconvenience of having to move immediately following graduation, an inconvenience which is not faced by law students in London, Ottawa and Toronto.

While a number of factors favour extending phase one to Kingston and Windsor, as well as to Hamilton, careful consideration must be given to what would be the significant related financial cost and administrative challenges.

The Chair and the Director are continuing to explore this issue, and will report in January, 1991.

6. LAW SOCIETY OF CANADA SPECIAL LECTURES

(a) 1990 Special Lectures - Fiduciary Duties

This two day program was held on October 18 and 19, 1990, at Osgoode Hall for 239 registrants. Paul Lamek, Q.C., chaired the program and was ably assisted by a planning committee consisting of Mark Ellis, The Honourable Mr. Justice R. E. Holland, Professor John McCamus and L. David Roebuck. Sir Robert Megarry, former English Solicitor, Barrister, Jurist, teacher and author, now retired, was a special guest. Sir Robert provided delightful and often humorous contributions to the overall success of the program, beginning with his presentation on the historical development of the law on fiduciary duty, through to his judgment on the case study. Other members of the outstanding faculty were Peter Maddaugh, Ron Robertson, Ron Slaght, Professor Steven Waddams, Allan Rock, The Honourable Mr. Justice Allen Linden, Ross Walker, Derek Hayes, Margaret Ross, Lionel Frost, Stanley Beck, Earl Cherniak, Professor Jeffrey MacIntosh, John Laskin and Eric Murray. The Program commenced with the Treasurer's welcome followed by the introduction of a dramatized case study by David Roebuck.

Throughout the two days, papers were presented on fiduciary duties exploring this rapidly developing area of law, and concluding with the argument on the case study by John Laskin and Eric Murray, with Sir Robert Megarry as the presiding judge.

(b) 1991 Special Lectures

A proposal is being developed for holding the 1991 Special Lectures in Ottawa. Particular attention will be given to ensure appropriate representation on the Faculty of both women and men.

7. CONTINUING LEGAL EDUCATION REFORM SUBCOMMITTEE

The CLE Reform Subcommittee met October 9 at which time Lexitel audio conferencing and Distance Education were discussed.

Before further research and development proceeds for Lexitel, the Subcommittee has asked for a sample cost analysis using 10 sites and including estimates of administrative costs. This is in view of the CLE Director's stated concern about CLE's breakeven budget mandate.

Marc Bode and Brenda Duncan presented a cost-sharing proposal regarding videotape programs for discussion, which will be taken to the County and District Law Presidents' Association meeting on November 8 and 9, 1990. This proposal highlights two options seen as incentives for further involvement of the Counties. It was also suggested that the Law Society's Library Committee set up a reporting system with the Counties that provides usage details of the CLE videos being forwarded around the province.

8. CONTINUING LEGAL EDUCATION REPORT ON COURSES

The Report is attached. (pages 16 - 18)

9. COMPUTER EDUCATION FACILITY REPORT ON COURSES FOR OCTOBER 1990

The Report is attached. (pages 19 - 20)

ALL OF WHICH is respectfully submitted

DATED this 8th day of November, 1990

"Allan Rock"  
Chair

Attached to the original Report in Convocation file, copies of:

- A-Item 1 - Report to Mr. Allan Rock, Chair and Members of the Legal Education Committee from Mr. Donald H.L. Lamont, Q.C. dated November 2, 1990 re: Summer Student Recruitment Process together with Appendix "A1" and "A2".  
(Pages 1 - 6)
- A-Item 1 - Draft Report re: The Law Society of Upper Canada, Procedures Governing the Recruitment of Articling Students for the 1992-93 Articling Term and Summer Students for the summer of 1991.  
(Pages 7 - 13)
- C-Item 2 - Draft Minutes: Bar Admission Reform Subcommittee, Wednesday, October 24, 1990.  
(Pages 14 - 15)
- C-Item 8 - Report on Courses: Continuing Legal Education, Video Replay Programs.  
(Pages 16 - 18)
- C-Item 9 - Monthly Report on Activities for October 1990, Computer Education Facility.  
(Pages 19 - 20)

THE REPORT WAS ADOPTED

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CERTIFICATION BOARD

Mr. Rock presented two Reports of the Certification Board of its meetings on October 23rd and November 8th, 1990.

TO THE BENCHERS OF THE LAW SOCIETY OF UPPER CANADA

IN CONVOCATION ASSEMBLED

The CERTIFICATION BOARD begs leave to report:

Your Board met on Tuesday, the 23rd of October, 1990 at five o'clock in the afternoon, the following members being present: A.M. Rock (Chair), M.G. Hickey, M.L. Pilkington and L.M. Shore. The Chairs of the following Specialty Committees also attended: T.G. Bastedo (Family Law Specialty Committee), R.A. Cotton (Environmental Law Specialty Committee), R.C. Fillion (Labour Law Specialty Committee), A.D. Gold (Criminal Litigation Specialty Committee), M.M. Green (Immigration Law Specialty Committee), R.N. Robertson (Bankruptcy and Insolvency Law Specialty Committee), M.A. Sanderson (for P. Webb - Civil Litigation Specialty Committee), and P.E. Steinmetz (Entertainment Law Specialty Committee). S. Thomson of the Law Society was also present.

Specialty Committees met as follows:

The Intellectual Property Law Specialty Committee met on Wednesday, the 12th of September, 1990 at five o'clock in the afternoon.

The Family Law Specialty Committee met on Monday, the 17th of September, 1990 at four o'clock in the afternoon.

The Immigration Law Specialty Committee met on Tuesday, the 25th of September, 1990 at four o'clock in the afternoon.

The Criminal Litigation Specialty Committee met on Friday, the 28th of September, 1990 at one o'clock in the afternoon.

The Family Law Specialty Committee met on Monday, the 15th of October, 1990 at four o'clock in the afternoon.

The Immigration Law Specialty Committee met on Monday, the 15th of October, 1990 at four o'clock in the afternoon.

A.  
POLICY

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1. SPECIALTY COMMITTEE APPOINTMENTS

Before recommending names to Convocation, the Board will satisfy itself that each Specialty Committee is composed of members who are representative of the various facets and interests of that particular specialty and is comprised of members from across the province insofar as that is practicable, having regard to the nature of the particular specialty.

The Certification Board has adopted the following policy:

A. In recommending lawyers to serve on their Committees, Specialty Committee Chairs are asked to provide the following information about each proposed member:

- a. reasons for recommending the lawyer;
- b. professional background of the lawyer;
- c. an indication of how the lawyer would add to the Specialty Committee.

2. BOARD-APPROVED CONTINUING LEGAL EDUCATION PROGRAMS

The Board is exploring a proposal that would require Specialist applicants to complete a certain number of pre-approved education courses in order to meet the education component of the Standards for certification.

Continuing legal education programs - including Law Society of Upper Canada programs, Canadian Bar Association programs, commercial programs (such as Insight), specialty programs (such as Criminal Lawyers' Association programs) and programs run by associations based on geographic location - will apply to the Certification Board for accreditation. They will then be able to advertise the number of points or credits that have been awarded to their various courses.

It has been proposed that the Board will receive applications from legal education programs and will forward them to the appropriate Specialty Committee. The Specialty Committees will do the actual investigating of all programs and will determine how many points should be awarded. Appeals from unsuccessful programs would be directed to the Certification Board.

The Board will announce its intention to phase-in the system of awarding points to continuing legal education programs, so that the program administrators will become accustomed to applying to the Certification Board for accreditation.

The Board will report to Convocation when more specific details about this proposal have been prepared.

B.  

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ADMINISTRATION

1. APPOINTMENTS TO THE LABOUR LAW SPECIALTY COMMITTEE

The Certification Board recommends that the following lawyers be appointed to the Labour Law Specialty Committee, chaired by Roy C. Filion (of Toronto):

Janice Baker (of Toronto)  
Jacques Emond (of Ottawa)  
Leonard Kavanaugh (of Windsor)  
Elizabeth McIntyre (of Toronto)  
Alan Minsky (of Toronto)  
Chris Paliare (of Toronto)  
Paula Rusak (of Toronto)  
Jeffrey Sack (of Toronto)  
John West (of Toronto)

All of the above are senior labour law practitioners who practise either primarily or exclusively in the field of labour law representing management, unions or employees.

Mr. Filion will establish the terms of service for each member (one, two, or three years) in the first meeting of the Committee.

C.  

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INFORMATION

1. CERTIFICATION OF FAMILY LAW SPECIALISTS

The Board is pleased to report the certification of the following lawyers as Specialists in Family Law:

David R. Aston (of London)  
Nancy L. Backhouse (of Toronto)  
Thomas G. Bastedo (of Toronto)  
Allan S. Cooper (of Toronto)  
George Czutrin (of Hamilton)  
A. Burke Doran (of Toronto)  
Philip Epstein (of Toronto)  
Ian R. Fisher (of Toronto)  
Warren S. Fullerton (of Windsor)  
Stephen M. Grant (of Toronto)  
Terry Wayne Hainsworth (of London)  
William A. Inch (of Sudbury)  
Leonard Levenson (of Ottawa)  
Evelyn L. McGivney (of Toronto)  
Ruth E. Mesbur (of Toronto)  
Robert J. Montague (of Ottawa)  
Nancy M. Mossip (of Mississauga)  
Douglas W. Phillips (of Windsor)  
H. Hunter Phillips (of Ottawa)  
Jeffery Wilson (of Toronto)

ALL OF WHICH is respectfully submitted

DATED this 26th day of October, 1990

"Allan Rock"  
Chair

TO THE BENCHERS OF THE LAW SOCIETY OF UPPER CANADA  
IN CONVOCATION ASSEMBLED

The CERTIFICATION BOARD begs leave to report:

Your Board met on Thursday, the 8th of November, 1990 at four o'clock in the afternoon, the following members being present: G.P. Sadvari (Vice-Chair), J. Callwood, M.G. Hickey, R.D. Yachetti. The members of the following Specialty Committees also attended: P. Webb (Chair - Civil Litigation Specialty Committee), S.C. Hill (Vice-Chair - Criminal Litigation Specialty Committee), and P.E. Steinmetz (Chair - Entertainment Law Specialty Committee). S. Thomson of the Law Society was also present.

Specialty Committees met as follows:

The Criminal Litigation Specialty Committee met on Friday, the 26th of October, 1990 at one o'clock in the afternoon.

The Immigration Law Specialty Committee met on Monday, the 1st of November, 1990 at five-thirty in the afternoon.

The Labour Law Specialty Committee met on Tuesday, the 6th of November, 1990 at five o'clock in the afternoon.

A.  
POLICY

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No items.

B.  
ADMINISTRATION

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1. APPOINTMENTS TO NEW SPECIALTY COMMITTEES

The Certification Board has reviewed the credentials of the lawyers proposed as Committee members by the new Specialty Committee Chairs. The Board recommends that the following lawyers be appointed to these Committees:

(a) Bankruptcy and Insolvency Law Specialty Committee  
(Chaired by Ronald N. Robertson, Q.C. of Toronto)

- David E. Baird, Q.C. (of Toronto)
- Jules N. Berman, Q.C. (of Toronto)
- Christopher A. Fournier (of Ottawa)
- Frank Highley (of London)
- John D. Honsberger, Q.C.,  
L.S.M. (of Toronto)
- Carl H. Morawetz, Q.C. (of Toronto)
- Gale Rubenstein (of Toronto)
- Diane Winters (of Toronto)

(b) Entertainment Law Specialty Committee  
(Chaired by Peter E. Steinmetz, Q.C. of Toronto)

- W. Douglas Barrett (of Toronto)
- Peter S. Grant (of Toronto)
- Eric W. Gross (of Toronto)
- Alexandra Hoy (of Toronto)
- Gordon I. Kirke, Q.C. (of Toronto)
- H. Heather Mitchell (of Toronto)
- Susan Peacock (of Toronto)
- J. Stephen Stohn (of Toronto)

(c) Environmental Law Specialty Committee  
(Chaired by Roger A. Cotton of Toronto)

- Stephen R. Garrod (of Guelph)
- Thomas R. Lederer (of Toronto)
- Prof. John G.W. Manzig (of Windsor)
- Linda C. McCaffrey, Q.C. (of Toronto)
- Donald R. Oraziotti, Q.C. (of Sault Ste. Marie)
- Harry Poch (of Toronto)
- Douglas C. Robertson (of Hull)
- Dianne Saxe (of Toronto)
- Toby E. Vigod (of Toronto)

(d) Immigration Law Specialty Committee  
(Chaired by Mendel M. Green, Q.C. of Toronto)

- Prof. William H. Angus (of Downsview)
- Marshall E. Drukarsh (of Toronto)
- Nancy Goodman (of Toronto)
- Howard D. Greenberg (of Toronto)
- Carter C. Hoppe (of Toronto)
- Barbara L. Jackman (of Toronto)
- Roderick H. McDowell (of Welland)
- Cecil L. Rotenberg, Q.C. (of Don Mills)
- Marlene I. Thomas (of Toronto)

(e) Workers' Compensation Law Specialty Committee  
(Chaired by David W. Brady, of Toronto)

- David J. Cameletti (of Sault Ste. Marie)
- David P. Craig (of Brampton)
- Pauline M. Dietrich (of Sudbury)
- Douglas G. Gilbert (of Toronto)
- Michael S. Green (of Toronto)
- Perry R. McCuaig (of Ottawa)
- Elaine S. Newman (of Toronto)
- Daniel S. Revington (of Toronto)

Committee Chairs will establish terms of service in the early stages of their various Specialty programs.

C.  
INFORMATION

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1. CERTIFICATION OF CRIMINAL LITIGATION SPECIALISTS

The Board is pleased to report the certification of the following lawyers as Specialists in Criminal Litigation:

- Lawrence Thomas Feldman (of Downsview)
- W. Mark Wallace (of Ottawa)
- Stephen Whitzman (of Toronto)

ALL OF WHICH is respectfully submitted

DATED this 23rd day of November, 1990

"Allan Rock"  
Chair

THE REPORTS WERE ADOPTED

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ADMISSIONS COMMITTEE

Ms. Peters presented the Report of the Admissions Committee of its meeting on November 8th, 1990.

TO THE BENCHERS OF THE LAW SOCIETY OF UPPER CANADA

IN CONVOCATION ASSEMBLED

The ADMISSIONS COMMITTEE begs leave to report:

Your Committee met on Thursday, the 8th of November, 1990 at 9:30 a.m., the following members being present: Ms. Peters (Chair), Mr. Farquharson (Vice-Chair) and Messrs. Ground and Lamont.

B.  
ADMINISTRATION

1. DIRECT TRANSFERS - COMMON LAW - REGULATION 4(1)

The following have met all the requirements to transfer under Regulation 4(1):

Harvey Sheldon Goldstein  
Brent Avery Latimer  
Ian Bruce Lawson

Approved

2. DIRECT TRANSFER - QUEBEC - REGULATION 4(2)

The following has met all the requirements to transfer under Regulation 4(2):

Bogdan Teofilovici

Approved

3. APPLICATIONS - FOREIGN LEGAL CONSULTANTS

Barry Michael Fisher - Thompson, Hine and Flory - Ohio

Barry Michael Fisher, a member of the Ontario Bar, has applied to become licensed as a foreign legal consultant in Ontario for the firm of Thompson, Hine and Flory which is based in Cleveland, Ohio and has offices throughout the United States.

Mr. Fisher was called to the Bar of the Province of Ontario in 1978 and to the Bar of the State of Ohio in 1979.

Mr. Fisher practised with Thompson, Hine and Flory, chiefly in the firm's corporate-securities and international specialty groups, from the date of his call to the Ohio Bar in 1979 until 1984 when he returned to Canada.

In the letter of application, it states that after four years in private practice in Ontario Mr. Fisher became General Counsel and Corporate Secretary to the Dickenson Group of companies in Ontario, two members of which trade on or are quoted on United States securities exchanges. It goes on to state that the firm of Thompson, Hine and Flory acts as principal U.S. legal advisors to Dickenson and works directly with Mr. Fisher.

Mr. Fisher does not have the requisite three years practice experience within the last five years in the law of the jurisdiction from which he is applying. The law firm of Thompson, Hine and Flory, however, firmly attests to his ability to competently represent their firm in Ontario. They state that he has held significant positions within the American and Canadian Bar Associations and has spoken on Canada-U.S. trade and investment issues at numerous Continuing Legal Education programs sponsored by, among others, the Law Society of Upper Canada.

Mr. Fisher is a Canadian citizen and a resident of Ontario.

Mr. Fisher's application is complete and both he and the firm of Thompson, Hine and Flory have filed all necessary material and undertakings including an undertaking by Mr. Fisher that he will not engage in the practise of law as a member of the Law Society of Upper Canada while he is employed as a foreign legal consultant.

Approved

4. ADMISSION OF STUDENTS-AT-LAW

Bar Admission Course

The following candidates, having complied with the relevant Regulations, paid the required fee of \$101.00 and filed the necessary documents, now apply for admission to the Law Society as students-at-law in the Bar Admission Course:

Under Bar Admission Course Regulation 22(7)  
31st B.A.C. (Entering Articles 1988)

- |  |   |
|--|---|
| 1180. Sandberg, Glenn Edward<br>Joseph | Special Student;<br>LL.B. York/87             |
| 1181. Darling, Michael Jay             | B.Sc. McGill/68;<br>LL.B. British Columbia/75 |
| 1182. Soder, Michael Edward            | B.Sc. McGill/80;<br>LL.B. Saskatchewan/88     |

Approved

Under Bar Admission Course Regulation 22(7)  
33rd B.A.C. (Entering Articles 1990)

- |                              |   |
|------------------------------|---|
| 1. Abbott, Neil Stuart       | B.A. Western/87;<br>LL.B. York/90;                        |
| 2. Acheson, Edward Frederick | B.A. Western/87;<br>LL.B. York/90;                        |
| 3. Adams, Michael John       | 3 yrs. Arts, Queen's;<br>LL.B. Queen's/90;                |
| 4. Adkins, Matthew Gordon    | B.A. Ottawa/87;<br>LL.B. Ottawa/90;                       |
| 5. Alati, John Michael       | B.A. Toronto/82;<br>M.A. Western/84;<br>LL.B. Toronto/90; |
| 6. Allan, David Robert       | B.A. Queen's/86;<br>LL.B. Windsor/90;                     |

7. Allan, Kathryn Julie B.A. Queen's/82;  
LL.B. Western/90;
8. Allen, Mary Louise B.A. Waterloo/85;  
LL.B. York/90;
9. Ambwani, Jaikrishin Rupchand Joint Committee on  
Accreditation/90;
10. Amendola, Carolyn B.A.A. Ryerson/86;  
LL.B. York/90;
11. Amenta, Angelo Enrico B.A. Western/87;  
LL.B. Western/90;
12. Anderson, John Elwin B.A. McMaster/86;  
LL.B. Queen's/90;
13. Andrews, Kathryn Shay B.A. Western/86;  
LL.B. Western/90;
14. Andrews, Richard John William B.A. Queen's/86;  
LL.B. Western/90;
15. Angotti, Rosanne Marie B.Sc. Toronto/86;  
LL.B. York/90;
16. Arnot, Gordon Perry B.A. Toronto/68;  
LL.B. Queen's/90;
17. Ashman, Aileen Alberta 4 years Simon Fraser;  
LL.B. York/90;
18. Astle, Jeffrey Weldon B.Sc. Windsor/85;  
M.Sc. Toronto/87;  
LL.B. York/90;
19. Bachynski, Jane Margaret B. Comm. Saskatchewan/86;  
LL.B. Queen's/90;
20. Bafaro, Frank Robert B.A. Toronto/85;  
LL.B. Windsor/90;
21. Balka, Anthony John B.A. Ryerson/84;  
LL.B. Ottawa/90;
22. Balogh, Michael Joseph 2 yrs. Arts, York;  
LL.B. Windsor/90;
23. Baran, Randall Dennis B.A. McGill/85;  
B.Ed. Windsor/86;  
LL.B. Windsor/90;
24. Barnard, Warren Neal B.A. Western/86;  
LL.B. Queen's/90;
25. Baruch, Ron B.A. Toronto/87;  
LL.B. Western/90;
26. Bennett, Monique Rae B.S.S. Ottawa/87;  
LL.B. Windsor/90;
27. Bennett, Sherri Leigh B.A. McMaster/87;  
LL.B. Queen's/90;
28. Berman, Wendy Ruth 2 yrs. Science, Western;  
LL.B. Toronto/90;
29. Bernardi, Lauren Mary B.A. Laurentian/87;  
LL.B. York/90;

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|-----|--------------------------------------|--|
| 30. | Bernstein, Joanne Michelle           | B.A. York/86;<br>LL.B. York/90;                                  |
| 31. | Berry, Maureen Yvette                | B.Comm. Saskatchewan/89;<br>LL.B. York/90;                       |
| 32. | Bertrand, Joseph Jeannot<br>Stephane | B.A. Ottawa/87;<br>LL.B. Ottawa/90;                              |
| 33. | Biondi, Cindy Lou                    | 2 yrs. Arts, York;<br>LL.B. York/90;                             |
| 34. | Bisgould, Lesli                      | B.A. York/88;<br>LL.B. York/90;                                  |
| 35. | Bisson, Guy Benedict                 | B.A. St. Francis Xavier/87;<br>LL.B. Queen's/90;                 |
| 36. | Black, Andrew Allan                  | B.Com. Queen's/87;<br>LL.B. Western/90;                          |
| 37. | Black, Eric James                    | B.A. Toronto/85;<br>LL.B. British<br>Columbia/90;                |
| 38. | Blais, Michele Denise                | B.Soc.Sc. Ottawa/87;<br>LL.B. Ottawa/90;                         |
| 39. | Blondell, Cheryl Rose                | 3 yrs. Arts, York;<br>LL.B. West Indies/87;<br>LL.B. Windsor/90; |
| 40. | Boiani, Daniele                      | B.A. Toronto/89;<br>LL.B. York/90;                               |
| 41. | Bolan, John Francis                  | B.A. Queen's/87;<br>LL.B. Queen's/90;                            |
| 42. | Bolter, Andrew Charles               | M.A. Aberdeen/79;<br>LL.B. Western/90;                           |
| 43. | Bordeleau, Lynda Ann                 | B.A. Carleton/87;<br>LL.B. Ottawa/90;                            |
| 44. | Bos, Bruce Harry                     | B.A. Queen's/87;<br>LL.B. York/90;                               |
| 45. | Bottos, Paul Robert                  | B.A. York/86;<br>LL.B. York/90;                                  |
| 46. | Bourke, Shirley Ann                  | Mature Student;<br>LL.B. York/90;                                |
| 47. | Boutin, Marie Linda Anne             | Joint Committee on<br>Accreditation/90;                          |
| 48. | Brass, Alan Sander Jonathan          | B.A. Manitoba/76;<br>M.A. Carleton/81;<br>LL.B. Ottawa/90;       |
| 49. | Bredin, Katherine Alberta            | B.Sc. Manitoba/75;<br>M.Sc. Memorial/86;<br>LL.B. Dalhousie/90;  |
| 50. | Brock, Lawrence Joseph               | B.A. Waterloo/87;<br>LL.B. Calgary/90;                           |
| 51. | Brouillette, Gerald David            | 3 yrs. Arts, Ottawa;<br>LL.B. York/89;                           |
| 52. | Brown, Andrew Walter                 | B.A. Toronto/87;<br>LL.B. York/90;                               |

53. Buccioni, Michael John B.A. York/87;  
LL.B. Western/90;
54. Bundgard, Eric John B.Sc. Western/85;  
LL.B. Queen's/90;
55. Bunt, Kevin Charles B.A. Windsor/83;  
LL.B. Windsor/90;
56. Burke, Patrick Raymond B.A. Windsor/71;  
LL.B. Windsor/90;
57. Burnett, Carol-Lynn Rose B.Sc.N. Western/83;  
LL.B. Queen's/90;
58. Burns, Michael Andrew  
Clarence B.Comm. Dalhousie/87;  
LL.B. Dalhousie/90;
59. Burstein, Paul Kevin B.A. Toronto/86;  
LL.B. York/90;
60. Bussin, James Warren B.A. York/87;  
LL.B. Western/90;
61. Cadieux, Gail April B.A. Carleton/78;  
M.Ed. Toronto/85;  
LL.B. Alberta/88;
62. Calabrese, Francesco B.A. Western/87;  
LL.B. Ottawa/90;
63. Campbell, Deborah Ann B.A. Queen's/87;  
LL.B. Queen's/90;
64. Campbell, Jacklyn Jaye B.Sc. British Columbia/79;  
LL.B. Western/90;
65. Campbell, Steven James B.A. McGill/87;  
LL.B. Ottawa/90;
66. Campea, Alberto B.A. Toronto/87;  
LL.B. York/90;
67. Canning, Edward Arnold B.A. McMaster/87;  
LL.B. Toronto/90;
68. Carrie, Laura Michelle Martha B.A. Western/87;  
LL.B. Western/90;
69. Carrique, Cynthia Ann B.A. Queen's/87;  
LL.B. York/90;
70. Carty, Richard B.Comm. Queen's/86;  
LL.B. Victoria/90;
71. Caughill, Bruce Clarke B.A. Queen's/87;  
LL.B. Western/90;
72. Caza, Joseph Charles B.E.S. Waterloo/86;  
LL.B. Western/90;
73. Chandless, Cecil Henry B.A. Alberta/80;  
B.Ed. Alberta/83;  
LL.B. Windsor/90;
74. Chapnik, Randi Cheryl 2 yrs. English, McGill;  
LL.B. York/90;
75. Cherepacha, David Steven B.A. Toronto/87;  
LL.B. Toronto/90;

76. Chernenkoff, Sandra Leah 3 yrs. Arts Saskatchewan;  
LL.B. Saskatchewan/89;
77. Chin, Peter B.Math. Waterloo/87;  
LL.B. Western/90;
78. Cho, Joon-Min 2 yrs. Arts, McGill;  
LL.B. York/90;
79. Clapperton, Christopher John B.A. Western/87;  
LL.B. York/90;
80. Clark, Cheryl Ann B.A. Brandon/87;  
LL.B. York/90;
81. Clarke, Adam Timothy B.A. Western/86;  
LL.B. Western/90;
82. Clarke, Nils Frederick  
Nicholas B.A. Toronto/87;  
LL.B. British  
Columbia/90;
83. Clement, David Howard B.E.S. Waterloo/87;  
LL.B. York/90;
84. Clements, Rebecca Ann B.A. Carleton/75;  
M.B.A. York/82;  
LL.B. Toronto/90;
85. Cudas, Stephen Jason B.Comm. McGill/87;  
LL.B. Queen's/90;
86. Cohn, Rebecca Gayle B.A. Toronto/87;  
LL.B. York/90;
87. Colangelo, Brigida Irma 2 yrs. Art, McMaster;  
LL.B. York/90;
88. Colavita, Giovanni 2 yrs. Business York;  
LL.B. York/90;
89. Coleman, Ronald Korry B.A. Waterloo/78;  
LL.B. Queen's/90;
90. Coleman, Sandra Lynn B.B.A. Wilfrid Laurier/87;  
LL.B. Western/90;
91. Coles, Susan Midori Nakatani B.A. British Columbia/87;  
LL.B. Toronto/90;
92. Colford, Krista Lynn B.A. Dalhousie/87;  
LL.B. New Brunswick/90;
93. Collins, Richard Derek B.A. McMaster/86;  
LL.B. Windsor/90;
94. Collinson, Stephen Bradley B.A. Queen's/86;  
LL.B. Windsor/90;
95. Comartin, Robert Joseph B.A. Windsor/86;  
C.P.A. Windsor/87;  
LL.B. Windsor/90;
96. Cooper, Nancy Elizabeth B.A. Western/86;  
LL.B. Western/90;
97. Cooper, Paul Warren B.A. Toronto/86;  
LL.B. York/90;
98. Cormier, Joseph Patrice B.A. Ottawa/86;  
LL.B. Ottawa/90;

99. Crews, Sylvia B.A. Toronto/85;  
LL.B. Windsor/90;
100. Crossman, Gail Pearl B.S.N. Victoria/85;  
LL.B. Western/90;
101. Cunningham, Gregory Brent B.Comm. British Columbia/87;  
LL.B. Western/90;
102. Currie, John Harold B.Sc. Toronto/87;  
LL.B. Ottawa/90;
103. Curry, Janet Elizabeth B.A. St. Francis Xavier/87;  
LL.B. Dalhousie/90;
104. Cuthbert, Lorna Anne B.A. South Florida/87;  
LL.B. Western/90;
105. D'Agostino, Constantino  
Giovanni B.A. Laurentian/87;  
LL.B. Windsor/90;
106. D'Agostino, Edward Louis B.Sc. McMaster/80;  
LL.B. Western/90;
107. Daniels, Lucienne Mature Student;  
LL.B. York/90;
108. Danson, Peter Thomas James B.A. Kent, UK/73;  
M.A. York/75;  
LL.B. McGill/90;
109. Davidson, Peter Todd B.Sc. Toronto/86;  
LL.B. Windsor/90;
110. De Jesus, Idalina Maria B.A. Toronto/87;  
LL.B. Windsor/90;
111. De La Salle, Gerald Hugh B.A. Alberta/83;  
B.Ed. Alberta/87;  
LL.B. New Brunswick/90;
112. De Landro, Wayne Valentine  
Colin B.A. Manitoba/78;  
M.P.A. Manitoba/84;  
LL.B. Windsor/90;
113. Dell, David Alan B.A. Toronto/85;  
M.A. Yale/87;  
LL.B. Toronto/90;
114. Delmar, Salomon B.A. York/84;  
B.Ed. Toronto/86;  
LL.B. Windsor/90;
115. Demakos, Adrian Caliope B.A. York/87;  
LL.B. Western/90;
116. Dennis, Catherine Marie B.A. Western/87;  
LL.B. Toronto/90;
117. Desbarats, Mary Shasta B.A. Manitoba/86;  
LL.B. Western/90;
118. Diab, Jean B.A. Toronto/87;  
LL.B. York/90;
119. Dickie, Barbara Maureen Certificate in Criminology  
Toronto/83;  
LL.B. Windsor/90;

120. Diedrick, Yvonne Arlene B.A. York/87;  
LL.B. York/90;
121. DiFiore, Mario 2 yrs. Arts, York;  
LL.B. York/90;
122. Diniz, Albert Joint Committee on  
Accreditation/90;
123. Donahue, Susan Aileen B.A. Western/86;  
LL.B. Western/90;
124. Dorland, Clifton Paul B.Comm. Queen's/87;  
LL.B. Queen's/90;
125. Dorosh, Donna Ann B.A. Toronto/87;  
LL.B. York/90;
126. Downie, Alison Colette B.Comm. Ottawa/87;  
LL.B. Ottawa/90;
127. Drennan, Jo Ann B.A. Western/86;  
M.A. Western/87;  
LL.B. Western/90;
128. Dube, Joseph Paul B.A. Ottawa/81;  
LL.B. Edinburgh/85;  
LL.B. Windsor/90;
129. Dunbar, David Sumner B.A. Queen's/87;  
LL.B. Western/90;
130. Duthie, John Stephen Davidson B.A. Western/84;  
LL.B. Windsor/90;
131. Eagles, Shawn Edward B.A. Saint Mary's/86;  
LL.B. Dalhousie/89;
132. Eaton, Jonathon Bruce B.A. Queen's/87;  
LL.B. Queen's/90;
133. Eddie, Jean Marc Louis B.A. Laval/86;  
LL.L. Ottawa/90;  
LL.B. Ottawa/89;
134. Edlund, Dawn Elizabeth B.A. Saskatchewan/85;  
B.A. Laval/85;  
LL.B. Ottawa/90;
135. Eggett, Christopher Charles B.A. Windsor/86;  
Certificate in  
Criminology Windsor/86;  
LL.B. Windsor/90;
136. Eisen, Karin S R B.E.S. Waterloo/84;  
M.Sc. Toronto/86;  
LL.B. Toronto/90;
137. Emblem, Robert David Gerard B.Comm. McGill/86;  
LL.B. Queen's/90;
138. Ethier, Marguerite Frances B.Sc. Alberta/85;  
M.Sc. Toronto/87;  
LL.B. York/90;
139. Fanick, Kevin Gregory B.A. Windsor/84;  
M.A. Windsor/87;  
LL.B. Windsor/90;

140. Farmer, Marra B.A. York/86;  
LL.B. Windsor/90;
141. Fedy, Timothy John B.A. Wilfrid Laurier/84;  
LL.B. Western/90;
142. Feliciant, David John 2 yrs. Arts, Toronto;  
LL.B. York/90;
143. Feller, Colleen Ruth 2 yrs. Science, York;  
LL.B. York/90;
144. Finkelstein, Kenneth Hyman B.A. Manitoba/87;  
LL.B. Western/90;
145. Fisher, James Edward B.E.S. Waterloo/73;  
M.Sc. Brock/78;  
LL.B. Dalhousie/90;
146. Fleming, Elizabeth Elsie B.A. York/85;  
LL.B. York/90;
147. Fleming, Rhona Mitchell B.A. Toronto/87;  
LL.B. York/90;
148. Fleury, Allison Jean 2 yrs. Business, York;  
LL.B. York/90;
149. Fleury, Stephen Patrick B.Sc. Toronto/87;  
LL.B. Western/90;
150. Flynn, Roderick Cavill B.A. Queen's/87;  
LL.B. Queen's/90;
151. Forbes, Sandra Ann 2 yrs. Arts Toronto;  
LL.B. York/90;
152. Forestier, Line Yvonne B.A. Ottawa/87;  
LL.B. Ottawa/90;
153. Fotopoulos, Panagiotis Peter B.A. McGill/87;  
B.C.L. McGill/90;  
LL.B. McGill/90;
154. Fowler, Ann Marie B.A. McMaster/86;  
LL.B. York/90;
155. Frapporti, Louis Anthony B.A. Western/87;  
LL.B. Western/90;
156. Fredericks, Robert Thomas B.Sc. Queen's/86;  
LL.B. Western/90;
157. Freedman, Gordon Sean B.Sc.Eng. Rensselaer  
Polytechnic/87;  
LL.B. Western/90;
158. French, Charles Thomas B.B.A. New Brunswick/87;  
LL.B. York/90;
159. French, Laird Stanley B.A. Western/87;  
LL.B. Western/90;
160. Furness, Holly Ann 2 yrs. Arts Queens;  
LL.B. Toronto/90;
161. Futerman, Lisa Jean B.A. Toronto/87;  
LL.B. Western/90;

162. Fysh, David Gerald B.Comm. Windsor/82;  
M.B.A. Windsor/89;  
LL.B. Western/90;
163. Gadoury, Marie Therese Helene B.A. Western/73;  
J.D. Detroit/90;  
LL.B. Windsor/90;
164. Galati, Felicia B.A. York/87;  
LL.B. Western/90;
165. Galati, Luciano B.A. Toronto/83;  
LL.B. York/88;
166. Garland, Steven Blair B.E.S. Western/85;  
LL.B. Ottawa/90;
167. Garnons-Williams, Wayne B.A. Windsor/87;  
Dennis LL.B. Queen's/90;
168. Gatti, Dante Darryl B.A. Western/87;  
LL.B. Western/90;
169. George, Caron Linnea B.A. Manitoba/86;  
LL.B. Queen's/90;
170. Gertler, Robert Howard B.A. York/82;  
J.D. Thomas M. Cooley,  
USA/87;  
LL.B. Queen's/90;
171. Gilberti, Italia Maria B.A. McMaster/87;  
LL.B. Moncton/90;
172. Gillespie, Janet Lynn B.P.A. Ottawa/86;  
M.A. Ottawa/87;  
LL.B. Windsor/90;
173. Giroux, Joseph Gerald B.S.S. Ottawa/86;  
Francois LL.B. Ottawa/89;
174. Glavin, James Dimiter George Joint Committee on  
Accreditation/90;
175. Glover, Joanne Kathleen R.N. Algonquin College;  
B.A. Queen's/87;  
LL.B. Queen's/90;
176. Goddard, Robert Franklin B.A. McMaster/87;  
LL.B. Queen's/90;
177. Goduto, Patricia Giuseppina B.A. Wilfrid Laurier/87;  
Consolata LL.B. Windsor/90;
178. Gold, Marlene Susan B.A. Windsor/87;  
LL.B. Windsor/90;
179. Goldberg, Frances B.Sc. Toronto/80;  
B.Sc. Toronto/83;  
LL.B. Toronto/90;
180. Golding, Anthony Reed 3 yrs. History, Western;  
LL.B. Western/90;
181. Goldman, Jeffrey Lawrence B.Comm. Toronto/84;  
LL.B. Windsor/90;
182. Gorrell, Ernest Lindsay B.A.Sc. Waterloo/69;  
M.Sc. London, UK/71;  
LL.B. Queen's/90;

- 183. Gosselin, Joseph Fernand Denis      3 yrs. Arts Ottawa;  
LL.B. Ottawa/90;
- 184. Granata, Frank Marcello      B.A. York/87;  
LL.B. York/90;
- 185. Green, Melanie Beth      B.A. Toronto/87;  
LL.B. Western/90;
- 186. Greene, Sharon Donna      B.A. McGill/83;  
M.Sc. Saint Mary's/87;  
LL.B. York/90;
- 187. Greenwood, Jennifer Ann      2 yrs. Arts, York;  
LL.B. York/90;
- 188. Greer, Steven Charles Norman      B.A. Wilfrid Laurier/87;  
LL.B. York/90;
- 189. Greve, James Scott      B.A. Ottawa/87;  
LL.B. Ottawa/90;
- 190. Gulej, Julia      B.A. York/88;  
LL.B. York/89;
- 191. Harris, John Donald      B.Sc. Queen's/88;  
LL.B. Queen's/90;
- 192. Harvey, Reginald James      B.A. Saskatchewan/85;  
LL.B. York/90;
- 193. Hastings, Kelly Jane      B.A. Western/86;  
LL.B. Ottawa/90;

Approved

5. CALL TO THE BAR AND CERTIFICATE OF FITNESS

Transfer from another province - Regulation 4(1)

The following candidate has completed the teaching term of the Bar Admission Course. Having now also completed the required time in active practice as set out in Regulation 4(1), filed the necessary documents and paid the required fee, he applies for call to the Bar and to be granted a Certificate of Fitness:

Michael Christopher Varabioff      Province of British Columbia

Approved

ALL OF WHICH is respectfully submitted

DATED this 23rd day of November, 1990

"P. Peters"  
Chair

THE REPORT WAS ADOPTED

.....

UNAUTHORIZED PRACTICE COMMITTEE

Mr. Carey presented the Report of the Unauthorized Practice Committee of its meeting on November 8th, 1990.

TO THE BENCHERS OF THE LAW SOCIETY OF UPPER CANADA  
IN CONVOCATION ASSEMBLED

The UNAUTHORIZED PRACTICE COMMITTEE begs leave to report:

Your Committee met on Thursday, the 8th of November, 1990 at 10:30 a.m., the following members were present: Mr. Carter (Chair), Ms. Callwood, Messrs. Carey, Cass, Farquharson, Hickey, Lawrence, Shaffer and Ms. Weaver. Also in attendance were: Ms. Gerber and Ms. West.

B.  
ADMINISTRATION

1. ACCOUNTS

Accounts of counsel and investigators were approved in the total amount of \$15,558.09.

2. INVESTIGATIONS

The Society does not have sufficient evidence in certain cases to commence prosecutions. The Committee authorized a request to the Treasurer for the use of investigators who will not disclose that they are from the Law Society and to authorize the commencement of prosecutions when the necessary evidence is obtained.

Approved

ALL OF WHICH is respectfully submitted

DATED this 23rd day of November, 1990

"T. Carey"  
for Chair

Prosecutions

Next Court Date

Richard T. Loney  
(Ontario Paralegal)  
Ottawa

October 29, 1990 at 8:30 a.m.  
Courtroom 5  
To set a date

Fred Charles May  
Pickering

November 7, 1990 at 9:30 a.m.  
Courtroom 4  
Trial

Susan Merchant  
(Paralegal Associates)  
Ottawa South

November 14, 1990 at 9 a.m.  
Courtroom 1  
Trial

Peggy Wilson  
Divorce Easy  
London

December 11, 1990 at 10 a.m.  
Courtroom 2  
Trial

Norine Earl Toronto Divorce Services Toronto	December 17, 18, 1990 at 9 a.m. Courtroom 111 - Old City Hall Trial
Paralegal Associates Inc. c.o.b. "Paralegal Associates" Mississauga	January 7, 8, 9, 1991 at 9 a.m. Courtroom 2 - St. Catharines Trial
Randy Mitter "Paralegal Associates" Mississauga	January 7, 8, 9, 1991 at 9 a.m. Courtroom 2 - St. Catharines Trial
Heather Daer "Paralegal Associates" Mississauga	January 7, 8, 9, 1991 at 9 a.m. Courtroom 2 - St. Catharines Trial
Richard Perry (Regional Paralegal) Hamilton	January 9, 1991 at 10 a.m. 140 Hunter Street, Hamilton To set a date
Alain De Cole Toronto	January 23, 1991 at 10 a.m. Courtroom 140 Trial
Thomas Walker Owen Sound	February 11, 1991 Courtroom Trial
Robert Livingstone (Paralegal Associates) Peterborough	February 12, 1991 at 10 a.m. Courtroom 2 Trial
Marc Monson (Action Paralegal) Downsview	Feb. 26, 27 & 28, 1991 at 10 a.m. Courtroom 305 Trial
786301 Ontario Ltd. (Action Paralegal) Downsview	Feb. 26, 17 & 28, 1991 at 10 a.m. Courtroom 305 Trial
Natalie MacPhee Ottawa	February 27, 28, 1991 at 10 a.m. Courtroom - Sault Ste. Marie To set a date
John Galbreath Ottawa	February 27, 28, 1991 at 10 a.m. Courtroom - Sault Ste. Marie To set a date
Natalie MacPhee (Paralegal Consultants Inc.) Ottawa	March 25, 1991 at 10 a.m. Courtroom 7 Trial (1 day)
Paralegal Consultants Inc. Ottawa	March 25, 1991 at 10 a.m. Courtroom Trial (1 day)
Andrew Czornyj (Jacobi & Myers) Toronto	May 20, 1991 at 10 a.m. Courtroom 8 - Brampton Prov. Court Trial
Douglas Traill (Jacobi & Myers) Toronto	May 20, 1991 at 10 a.m. Courtroom 8 - Brampton Prov. Court Trial
Jacobi & Myers Toronto	May 10, 1991 at 10 a.m. Courtroom 8 - Brampton Prov. Court Trial
Julian T. Shumka (Paralegal Associates) Kitchener	May 27, 1991 at 10 a.m. Courtroom 2 Trial

834259 Ontario Inc.  
(Paralegal Associates)  
Kitchener

May 27, 1991 at 10 a.m.  
Courtroom 2  
Trial

Sandra Sheldrick  
(Paralegal Associates)  
Nepean

June 14, 1991 at 10 a.m.  
Courtroom 7  
Trial

It was moved by Mr. Topp, seconded by Mr. Thom that item 2 under Policy be deleted.

Lost

THE REPORT WAS ADOPTED

.....

COMMUNICATIONS COMMITTEE

Mr. McKinnon presented the Report of the Communications Committee of its meeting on November 8th, 1990.

TO THE BENCHERS OF THE LAW SOCIETY OF UPPER CANADA  
IN CONVOCATION ASSEMBLED

The COMMUNICATIONS COMMITTEE begs leave to report:

Your Committee met on Thursday, the 8th of November, 1990, the following members were present: Mr. McKinnon (Chair), Ms. Callwood, Messrs. Shaffer, Thom and Yachetti. Also in attendance were Mr. Daniher, Ms. Angevine, Ms. Starkes and Ms. Zecchini.

B.  
ADMINISTRATION

1. DISCUSSION POINTS FOR FUTURE ACTIVITY

The draft discussion paper of possible initiatives originally circulated in September, was re-circulated together with a request for suggestions and comments. This and other documents will be included as part of the briefing materials for the December 1st communications workshop.

2. DIAL-A-LAW TRANSCRIPT DISTRIBUTION

The Committee endorsed a proposal to send Dial-A-Law transcripts to interested parties (i.e. high schools, community information centres etc.) at cost (\$1.00 each).

C.  
INFORMATION

1. ONE DAY COMMUNICATIONS WORKSHOP

An Agenda was circulated and additional information provided regarding the program and participants. Briefing materials will be circulated prior to the event.

2. QUEENS PARK CONTACT UPDATE

Information packages will be distributed to MPPs during the next few weeks.

3. COMMUNICATIONS ACTIVITY UPDATE

Results of the Dial-A-Law advertising were discussed. The number and source of French language telephone calls will be reviewed to ensure that our advertisements effectively communicate the availability of our French language service.

4. DEPARTMENT NAME

The Public Information Department is now the Communications Department.

5. CALL USAGE STATISTICS

The most recent call usage statistics for the Lawyer Referral Service and Dial-A-Law programs are attached (A-1).

ALL OF WHICH is respectfully submitted

DATED this 23rd day of November, 1990

"C. McKinnon"  
Chair

Attached to the original Report in Convocation file, copies of:

C-Item 5 - Call Usage Statistics re: Dial-a-Law and Lawyer Referral Service to October 31, 1990.

THE REPORT WAS ADOPTED

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FRENCH LANGUAGE SERVICES COMMITTEE

Ms. Bellamy presented the Report of the French Language Services Committee of its meeting on November 8th, 1990.

TO THE BENCHERS OF THE LAW SOCIETY OF UPPER CANADA

IN CONVOCATION ASSEMBLED

The FRENCH LANGUAGE SERVICES COMMITTEE begs leave to report:

Your Committee met on Thursday, the 8th of November, 1990 at 11:30 a.m. The following members attended the meeting: Bencher representation: Ms. D.E. Bellamy (Chair), Mr. R.C. Topp (Vice-Chair), Mr. J.D. Ground, Ms. P.J. Peters, Mr. J.D. Thoman. Staff representation: Ms. M. Angevine, Mr. A. Treleaven, Ms. H. Harris, Ms. Dominique Paquet (Secretary).

C.  

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INFORMATION

1. Updated French Language Services Implementation Plan

The updated French Language Services Implementation Plan was not submitted for approval to Convocation in October since it was prepared for information purposes only. Instead, two summary reports will be prepared for presentation to Convocation in January, 1991: (1) information and (2) policy approval. The latter report will be submitted to the Finance Committee prior to Convocation.

2. Policy on bilingual stationery

It was agreed that the Under Treasurer's recommendation would be adopted. A generic bilingual letterhead will be printed and used by a department until its existing stock of unilingual English letterhead is exhausted. At such time, the department will be required to print and use a bilingual letterhead appropriate to the department.

3. Gender usage in French

Recognizing that the gender neutral policy may not be as easily applied in French, the Chair requested that further research be done to determine the best possible approach on gender usage in French.

4. Joint Continuing Legal Education Task Force on French Seminars

The Chair reported that meetings and discussions were progressing. The Director of Legal Education advised that the Law Society and the Canadian Bar Association - Ontario (CBAO) were awaiting a decision from l'AJEFO which would be made at its annual meeting.

5. Promotion of French Language Services

The French Language Services Coordinator advised that a series of articles entitled "La Loi et Vous" (The Law and You) were distributed to a number of Canadian publications via "Actualité Canada" (News Canada) under Mr. Colin McKinnon's name for publication in December. Further issues will be distributed every month, for a period of 12 months. Also, an advertising campaign directed at members and consumers will be launched in December, 1990.

"Télé-Clef" has offered to publish a follow-up article on the Law Society's French language services.

6. Other business

The Regional Director of Legal Education, Ottawa reported on the Programme d'administration de la justice dans les deux langues (PAJLO) committee meeting. She indicated that the meeting was an informal forum that led to information sharing and networking. The Chair cautioned that matters that do not pertain to the Law Society not be addressed by the Law Society representative.

The meeting was adjourned at 12:15 p.m.

ALL OF WHICH is respectfully submitted

DATED this 23rd day of November, 1990

"D. Bellamy"  
Chair

THE REPORT WAS ADOPTED

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Ms. Bellamy withdrew the Report of the French Language Services Committee of its meeting on October 11th, 1990.

.....

RESEARCH AND PLANNING COMMITTEE

Mr. Campbell presented the Report of the Research and Planning Committee of its meeting on November 8th, 1990.

TO THE BENCHERS OF THE LAW SOCIETY OF UPPER CANADA  
IN CONVOCATION ASSEMBLED

The RESEARCH AND PLANNING COMMITTEE begs leave to report:

Your Committee met on Thursday, the 8th of November, 1990, at 8:00 a.m, the following members being present: H.T. Strosberg (Chair), T.G. Bastedo, D. Bellamy, C.L. Campbell, J.I. Laskin, R.J. Smith.

Also present: M.J. Angevine, A.M. Brockett, G. Mew, R.F. Tinsley.

A.  

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POLICY

No matters to report.

B.  

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ADMINISTRATION

No matters to report.

C.  

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INFORMATION

1. ACCESS TO LEGAL SERVICES

At its meetings in September and October your Committee considered a suggestion that there be a study of whether legal services are available to those who need them. Your Committee now understands that a proposal is to be made to Convocation that a Special Committee on Access to Legal Services be established to consider this matter.

2. PREPAID LEGAL SERVICES

As one aspect of the "access to legal services" issue, your Committee considered a suggestion that the Law Society establish a prepaid legal services plan in cooperation with the Lawyers' Professional Indemnity Company. The suggestion will be discussed further with members of the Insurance Committee.

3. THE PUBLICATION OF ATTENDANCE AND VOTES IN CONVOCATION

At several recent meetings, your Committee has discussed a proposal that the published proceedings of Convocation should record the names of benchers in attendance and the way in which each bencher votes on each issue. Graeme Mew, of the Committee for Bencher Accountability, was present, by invitation, to address this issue. It was noted that, at the Annual Meeting of the Law Society on the previous day, a motion to similar effect had been carried.

Mr. Mew explained that the proposal did not contemplate that every vote on every matter should be published: the intent was that there should be publication of votes on all matters of general interest.

Suggestions were made as to ways in which attendance and voting might be electronically recorded.

In discussion, it was agreed that if votes were to be published there were two major issues to consider:

- (a) How is it to be decided which votes are to be published?

- (b) For voting records to be properly understood it is necessary to report the debate in the context of which the votes are cast. How is this to be done?

A Subcommittee comprising Colin Campbell (Chair), Denise Bellamy, John Laskin, Graeme Mew, and Richard Tinsley has been appointed to consider the matter further.

4. ENVIRONMENTAL RESPONSIBILITY

Your Committee has received a letter from Allan Rock, raising the question of whether the Law Society should make known to its members the steps they can take to reduce the adverse environmental impact of their office operations. It was noted that the Canadian Bar Association - Ontario has a "Green Commission" dealing with this matter.

It was decided that the Law Society should inquire of the Green Commission whether there were ways in which the Society could assist in its work.

It was reported that the Law Society had a paper recycling program in its own offices. Ways were also being considered for reducing the amount of paper used at meetings of Convocation.

5. ALTERNATIVE DISPUTE RESOLUTION

A Subcommittee of the Research and Planning Committee, to study the role of the Law Society in relation to Alternative Dispute Resolution, was first established in 1988. There continues to be uncertainty as to the extent of Law Society responsibility in this matter. A number of persons with particular interests in ADR will be invited to discuss the topic further with your Committee.

ALL OF WHICH is respectfully submitted

DATED this 23rd day of November, 1990

"C. Campbell"  
for Chair

THE REPORT WAS ADOPTED

.....

COUNTY AND DISTRICT LIAISON COMMITTEE

Mr. Ferguson presented the Report of the County & District Liaison Committee of its meeting on October 11th, 1990.

TO THE BENCHERS OF THE LAW SOCIETY OF UPPER CANADA

IN CONVOCATION ASSEMBLED

The COUNTY & DISTRICT LIAISON COMMITTEE begs leave to report:

Your Committee met on Thursday, the 11th of October, 1990 at four o'clock in the afternoon, the following members being present: R. G. Ferguson (Vice-Chair in the Chair); T.J.P. Carey, P.J. Peters, R.C. Topp. N. Mossip, H. Arrell, R. D. Gates, R. Lalande, D.L. Lovell and M. O'Dea, R. Smith and R. Weekes were also present from the County & District Executive. Staff members present were M. Angevine, G. Howell and J. S. Kerr.

1. Goods and Services Tax (GST)

The County and District Law Presidents Association Executive enquired as to what information the Law Society had obtained about the impact of the GST on the profession. They were also concerned about its effect on the voluntary, non-profit associations.

It was resolved that David Crack, the Society's Director of Finance would contact Dick Gates and advise him of any available information.

2. Fee Guidelines

There was some discussion of a case brought to the attention of the County and District Presidents by Miriam Kelly which ruled that provisions of the Competition Act prohibiting tariffs violated the Charter.

It was resolved that this ruling should be evaluated by the Committee responsible for issues relating to guidelines.

3. Bencher Elections

Mr. Ferguson reported at length on the further deliberations of the Special Committee on Bencher Elections since the September meeting of the Liaison Committee. He advised that the Special Committee had unanimously approved an election formula which attempted to incorporate both the concept of regional representation and province-wide plurality. He advised that his proposal was scheduled for debate in Convocation at the end of October.

Members of the Executive raised concerns with respect to both the formula and the fact that it was to be debated in Convocation before they had an opportunity to canvass other Presidents and Association members on their reaction to the formula.

It was recommended that Convocation defer discussion of the proposal formula until after the Plenary session scheduled for early November.

ALL OF WHICH is respectfully submitted

DATED this 26th day of October, 1990

"R. Ferguson"  
for Chair

THE REPORT WAS ADOPTED

.....

NOTICE OF MOTIONS

Mr. Lerner gave notice that he intended to place before Convocation in January two motions regarding life benchers restoring to them the right to vote in Convocation.

- (1) THAT a Bencher will be entitled to become a life bencher after a completion of 12 years of consecutive service as an elected bencher.
- (2) THAT life benchers with the exception of former Attorneys General be entitled to vote in Committee and Convocation and sit on discipline panels.

.....

LEGAL AID COMMITTEE

Mr. Bastedo presented the Report of the Legal Aid Committee of its meeting on November 8th, 1990.

TO THE BENCHERS OF THE LAW SOCIETY OF UPPER CANADA  
IN CONVOCATION ASSEMBLED

The LEGAL AID COMMITTEE begs leave to report:

Your Committee met on Thursday, the 8th of November, 1990, at 2 p.m., the following members being present: Thomas G. Bastedo, Chair, Messrs. Ally, Bond, Ms. Campbell, Messrs. Carter, Durno, Ms. Kehoe, Mr. Koenig and Ms. Tsao.

A.  
POLICY

1. REPORT OF THE GREEN FORM SUB-COMMITTEE

In April of 1988 a Green Form Pilot Project was created in the Judicial District of Waterloo. The Sub-Committee was asked to report as to whether the project should be continued and if so whether it should be expanded to other areas in the province. The Sub-Committee now recommends that the project in Waterloo be extended for one year and two new pilots be established for the same time frame.

The Legal Aid Committee recommends the adoption of the Report of the Green Form Sub-Committee which is attached hereto as Schedule (A).

B.  
ADMINISTRATION

1.(a) REPORT OF THE PROVINCIAL AUDITOR  
FOR THE YEAR ENDED MARCH 31, 1990

The Report of the Provincial Auditor for the year ended March 31, 1990 is attached hereto as Schedule (B).

(b) REPORT OF THE DEPUTY DIRECTOR, FINANCE  
FOR THE SIX MONTHS ENDED SEPTEMBER 30, 1990

Finance

The Director's report pursuant to Section 88(2) of the Regulation for the six months ended September 30, 1990, takes the form of the following financial statement:

Ontario Legal Aid Plan  
Statement of Income and Expenditures  
Six Months Ended September 30, 1990 (\$000)

	<u>Actual</u> Sept. 30 1989	<u>Estimate</u> Sept. 30 1990	<u>Actual</u> Sept. 30 1990	<u>Favourable</u> (Unfavourable) Variance
<u>Opening Balance</u>	\$ 369.8	\$ 6,925.8	\$ 6,925.8	
<u>Income</u>				
Treasurer of Ontario	66,786.0	69,646.4	69,646.4	
Northern Legal Services	65.5	450.0	450.0	
Family Violence Grant	150.0	150.0	150.0	
Refugee Claimant Grant	936.3	1,875.0	1,443.1	\$ (431.9)
Law Foundation	18,108.6	12,500.0	18,785.6	6,285.6
Client Contributions	4,249.2	4,700.0	4,596.8	(103.2)
Client Recoveries	924.4	1,000.0	1,042.3	42.3
Research Sales	51.5	75.0	101.6	26.6
The Law Society	-	-	226.7	226.7
Miscellaneous	892.8	1,000.0	1,724.1	724.1
	<u>92,534.1</u>	<u>98,322.2</u>	<u>105,092.4</u>	<u>6,770.2</u>
<u>Expenditure</u>				
Certificate Accounts	46,685.8	60,562.5	50,361.8	10,200.7
Refugee Accounts	859.3	2,025.0	1,973.3	51.7
Duty Counsel Fees & Disbursements	3,450.7	3,865.5	3,444.2	421.3
Salaried Duty Counsel	370.8	468.5	780.0	(311.5)
Northern Legal Services	110.0	450.0	525.0	(75.0)
Community Clinics	10,538.0	13,431.7	11,903.7	1,528.0
Student Legal Aid Societies	880.2	1,339.4	1,339.4	-
Research Facility	675.8	860.4	853.4	7.0
Area Office Admin.	4,491.8	5,375.0	5,203.3	171.7
Provincial Office Admin.	2,986.3	3,438.8	3,421.8	17.0
Refugee Admin.	116.6	150.0	124.1	25.9
	<u>71,165.3</u>	<u>91,966.8</u>	<u>79,930.0</u>	<u>12,036.8</u>
<u>Closing Balance</u>	<u>\$21,368.8</u>	<u>\$ 6,355.4</u>	<u>\$25,162.4</u>	<u>\$18,807.0</u>

Statistics

The following table compares reported activity for the six months ended September 30, 1990 with activity for the previous fiscal year:

	<u>Sept. 30</u> 1989	<u>Sept. 30</u> 1990	<u>% Change from</u> <u>Previous Year</u>
Summary Legal Advice	25,790	27,146	5.3%
Referrals to Other Agencies	50,245	62,353	24.1%
Applications for Certificates	76,785	93,152	21.3%
Refusals	16,088	16,760	4.2%
As a Percentage of Applications	21.0%	18.0%	-
Certificates Issued Persons Assisted by Duty Counsel:	60,697	76,392	25.9%
Fee for Service	107,006	110,986	3.7%
Salaried	37,985	43,568	14.7%
Telephone Advice	N/A	7,663	

(b) REPORT ON THE PAYMENT OF SOLICITORS ACCOUNTS  
FOR THE MONTH OF OCTOBER, 1990

The Report on the Payment of Solicitors Accounts for the month of October, 1990 is attached hereto and marked as Schedule (C).

(c) REPORT ON THE STATUS OF REVIEWS IN THE LEGAL  
ACCOUNTS DEPARTMENT FOR THE MONTH OF OCTOBER, 1990

The Report on the Status of Reviews in the Legal Accounts Department for the month of October, 1990 is attached hereto and marked as Schedule (D).

ALL OF WHICH is respectfully submitted

November 8, 1990

"Thomas Bastedo"  
Thomas G. Bastedo  
Chair

Attached to the original Report in Convocation file, copy of:

- A-Item 1 - Report of the Green Form Sub-Committee.  
(Schedule (A), pages 1 - 6)
- B-Item 1 - Letter to Mr. R. L. Holden from Mr. J.F. Otterman, Assistant Provincial Auditor dated September 25, 1990 together with financial statements for the year ended March 31, 1990.  
(Schedule (B), pages 1 - 10)
- B-Item 1(b) Report on the payment of Solicitors Accounts for the month of October, 1990. (Schedule (C), pages 1 - 2)
- B-Item 1(c) Report on the status of reviews in the Legal Accounts Department for the month of October, 1990. (Schedule (D))

THE REPORT WAS ADOPTED

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LIBRARIES AND REPORTING COMMITTEE

Ms. Weaver presented the Report of the Libraries and Reporting Committee of its meeting on November 8th, 1990.

TO THE BENCHERS OF THE LAW SOCIETY OF UPPER CANADA

IN CONVOCATION ASSEMBLED

The LIBRARIES AND REPORTING COMMITTEE begs leave to report:

Your Committee met on Thursday, the 8th of November, 1990 at 9:00 a.m., the following members being present: D. Murphy (Chair), M. Cullity, G. Henderson, M. Hickey, R. Topp and Mrs. M. Weaver. G Howell, P. Bell and P. Perell (By Invitation) also attended.

A.  
POLICY

No items

B.  
ADMINISTRATION

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1. ONTARIO REPORTS - EDITOR-IN-CHIEF  
- SELECTION OF CASES

The Chair invited Paul Perell, of the Ontario Reports Editorial Board, to address the Committee on the process for selecting cases to be reported in the Ontario Reports. The Committee discussed the case selection guidelines with Mr. Perell.

RECOMMENDATION: Your Committee recommends:-

1. that Butterworths continue to select cases for reporting in the Ontario Reports based on the case selection guidelines;
2. that the Secretary be instructed to reply to Butterworth's letter outlining their reasons for not having an Editor-in-Chief of the Ontario Reports Editorial Board and advise that the Society is prepared to have that arrangement continue for the time being; and
3. that the Secretary reply to Butterworth's letter requesting an addition to the Editorial Board, indicating that the Society approves of Professor Vern Krishna of Ottawa, being added to the Editorial Board, of the Ontario Reports.
4. that the Secretary reply to Butterworth's letter concerning the listing of judges' names in the bound volumes, indicating that the Society wants to print the names with the Court of Appeal judges and the Ontario Court of Justice (General Division) judges being shown separately.

C.  
INFORMATION

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1. BOOK LIST

The Great Library will be adding 71 new titles to its book collection for November, 1990.

2. FINANCIAL STATEMENT

The Financial Statement for the four months ending October 31st, 1990 was received.

3. ONTARIO REPORTS - TENDERS - DATA BASE

The Secretary reported that meetings took place on July 19th, 20th, 30th, October 2nd, and November 8th, 1990 with Canada Law Book and Q.L. Systems to clarify a number of outstanding issues.

ALL OF WHICH is respectfully submitted

DATED this 23rd day of November, 1990

"M. Weaver"  
for Chair

THE REPORT WAS ADOPTED

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WOMEN IN THE LEGAL PROFESSION COMMITTEE

Ms. Bellamy presented the Report of the Women in the Legal Profession Committee of its meeting on October 23rd, 1990.

TO THE BENCHERS OF THE LAW SOCIETY OF UPPER CANADA

IN CONVOCATION ASSEMBLED

The WOMEN IN THE LEGAL PROFESSION COMMITTEE begs leave to report:

Your Committee met on Tuesday, the 23rd of October, 1990, at 8:00 a.m, the following members being present: F.P. Kiteley (Chair), T.G. Bastedo, S.R. Birenbaum, C.L. Campbell, D.M. Hunt, M.J. Mossman, A.M. Stewart.

Also present: M.J. Angevine, A.M. Brockett, L.M. Johnstone, F. Kay, H. Sava, R.F. Tinsley, A.D. Treleaven.

A.  
POLICY

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No matters to report.

B.  
ADMINISTRATION

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No matters to report.

C.  
INFORMATION

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1. GENDER-NEUTRALIZATION OF THE RULES MADE UNDER s. 62(1) OF THE LAW SOCIETY ACT

At its meeting on September 28, 1990, Convocation considered a report from the Legislation and Rules Committee, proposing a series of amendments to the Rules made under s. 62(1) of the Law Society Act. The amendments were for the purpose of wording the Rules in gender-neutral language. Convocation referred the proposed amendments to this Committee for review.

Your Committee expects to have completed its review by the time of the January, 1991, meeting of Convocation.

2. SEXUAL HARASSMENT

Your Committee is working towards the production of two documents dealing with the matter of sexual harassment:

- (a) recommendations concerning a personnel policy for the Law Society;
- (b) guidelines for law firms.

The first draft of a recommended personnel policy was considered in detail by your Committee. A second draft is being prepared.

Your Committee intends:

- (a) to develop a statement outlining the need for policies on sexual harassment;

- (b) to prepare a summary of the law concerning sexual harassment;
- (c) to make recommendations as to ways in which the problem of sexual harassment, and the issues which it raises, can be made known to members of the profession.

3. PARENTAL LEAVE AND DAYCARE

Your Committee has received suggestions that the Law Society should:

- (a) establish a policy on parental leave for its employees;
- (b) consider the provision of daycare facilities for the children of its employees;
- (c) consider the provision of daycare facilities for the children of students in the Bar Admission Course.

Your Committee is alive to the potential financial implications of these suggestions. As a first step, your Committee will consider the question of whether the Law Society should, in principle, offer parental leave and daycare facilities. A study of personnel policies in other organizations will be undertaken.

4. WOMEN IN THE LEGAL PROFESSION: 1989 REPORT

Fiona Kay, author of the 1989 Report "Women in the Legal Profession" (an analysis of Law Society membership records), is preparing a paper, based on the report, that will be available for distribution.

5. SURVEY OF TRANSITIONS IN THE ONTARIO LEGAL PROFESSION

It is anticipated that the preliminary results of the survey, conducted in the spring of 1990 among 2,300 members of the Law Society, will be available for consideration by your Committee in December.

ALL OF WHICH is respectfully submitted

DATED this 23rd day of November, 1990

"D. Bellamy"  
for Chair

THE REPORT WAS ADOPTED

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PROFESSIONAL CONDUCT COMMITTEE

Mr. Carey presented the Report of the Professional Conduct Committee of its meeting on November 8th, 1990.

TO THE BENCHERS OF THE LAW SOCIETY OF UPPER CANADA

IN CONVOCATION ASSEMBLED

The PROFESSIONAL CONDUCT COMMITTEE begs leave to report:

Your Committee met on Thursday, the 8th of November, 1990 at three o'clock in the afternoon, the following members being present: Messrs. Somerville (Chair), Thoman (Vice-Chair), Campbell, Carey and Cullity.

C.  
INFORMATION

1. OPINIONS OF THE PROFESSIONAL CONDUCT COMMITTEE

The members of the Professional Conduct Committee will be receiving shortly before Christmas a binder of some 300 odd opinions of the Committee decided over a 25 year period. This will afford the Committee members ample opportunity to consider these opinions over a seven week period with a view to making any revisions necessary.

Once this is done, a binder will be sent to each member of Convocation several weeks in advance of its consideration. A target date of either March or April Convocation 1991 would be realistic.

The opinions will then be published for inclusion in the Law Society Manual.

ALL OF WHICH is respectfully submitted

DATED this 23rd day of November 1990

"T. Carey"  
for Chair

THE REPORT WAS ADOPTED

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PROFESSIONAL STANDARDS COMMITTEE

Ms. Weaver presented the Report of the Professional Standards Committee of its meeting on November 8th, 1990.

TO THE BENCHERS OF THE LAW SOCIETY OF UPPER CANADA  
IN CONVOCATION ASSEMBLED

The PROFESSIONAL STANDARDS COMMITTEE begs leave to report:

Your Committee met on Thursday, the 8th of November, 1990 at eleven thirty in the morning the following members being present: Mr. Yachetti (Chair), Mrs. Weaver (Vice-Chair), Mr. Carter, Ms. Graham and Mrs. Legge.

Also in attendance was Mr. Lamont, Chair of the Professional Standards Sub-committee on Real Estate Law.

Also present were Ms. McCaffrey, Ms. Poworoznyk, and Messrs. Kerr, and Stephany.

A.  
POLICY

1. INTERVIEW FEE - METROPOLITAN TORONTO POLICE

The Committee was asked to consider correspondence from Ian Outerbridge dealing with the question of whether it is proper for the Metro Police Force to charge a fee to parties wishing to interview its officers.

After reviewing this material, the Committee members adopted the concerns as expressed by Mr. Outerbridge, and recommended that a delegation including Mr. Carter make representations to the Police Commission requesting that the policy be reconsidered.

Attached as A1 - A3 is a copy of the correspondence from Mr. Outerbridge.

B.  
ADMINISTRATION

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1. SUB-COMMITTEE ON REAL ESTATE LAW

The Committee approved the form and content of the draft checklist prepared by the Sub-committee and recommended that it be published in both English and French.

The Committee also recommended that the checklist receive the widest possible circulation.

Attached as B1 - B54 is a copy of the checklist.

ALL OF WHICH is respectfully submitted

DATED this 23rd day of November, 1990

"M. Weaver"  
Chair

Attached to the original Report in Convocation file, copy of:

A-Item 1 - Letter from Mr. Ian Outerbridge to Mr. J. M. Spence, Q.C. Treasurer dated October 9th, 1990 together with a copy of Mr. Outerbridge's letter to Commissioner June Rowlands dated October 9, 1990.

(Marked A1 - A3)

B-Item 1 - Professional Standards draft checklist re: Real Estate Law.  
(Marked B1 - B54)

Item 1 under Policy re: Interview Fee, was deferred to the Regular Convocation on November 23rd, 1990.

THE REPORT WITH THE EXCEPTION OF A-1 WAS ADOPTED  
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COMPENSATION FUND COMMITTEE

Mr. Farquharson presented the Report of the Compensation Fund Committee of its meeting on November 8th, 1990.

TO THE BENCHERS OF THE LAW SOCIETY OF UPPER CANADA  
IN CONVOCATION ASSEMBLED

The COMPENSATION FUND COMMITTEE begs leave to report:

Your Committee met on Thursday, the 8th of November, 1990 at 11:45 a.m. the following members being present: G. Farquharson (Vice-Chair in the Chair), H. Strosberg (Vice-Chair), J. Callwood, T. Carey, R. Hall, S. Lerner, J. Spence (Treasurer), S. Thom; R. Tinsley, P. Bell, and H.A. Werry also attended.

A.  
POLICY

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1. NATIONAL DEFALCATION FUND

The Secretary reported that the Federation of Law Societies of Canada sent a draft Report, dated October 3rd, 1990, from its Inter-Jurisdictional Practice Committee for discussion purposes. The National Fund would be made up of \$10-\$20 annual per member assessments. There would be a per lawyer cap of \$1,000,000. There would be exclusions i.e.; damages, interest, legal fees or investment losses would not be covered. Financial institutions would be compensated, where appropriate. The National Fund would have a discretion. There would be a refund if the money raised from each Province, resulted in a large surplus.

RECOMMENDATION: Your committee recommends that further discussion of this matter should take place and that it be on the agenda of the Committee for its next meeting.

B.  
ADMINISTRATION

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No items.

C.  
INFORMATION

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1. REFEREE'S REPORT AND MEMORANDA OF AN ASSISTANT SECRETARY

The Secretary reported that the following Referee's Report was approved by the Review Sub-Committee:-

Mrs. Helen Murray, Q.C.,  
re Roger Morris (disbarred May 26/88)

As 15 of the 22 claims have been paid and the others adjourned, this matter appears for informational purposes only.

The following memos of Heather A. Werry were approved by the Review Committee and are shown on Schedule "A" attached:-.

- a.) Kalmes N. Goldstein  
(indefinite suspension Oct. 26/89)  
two claims
- b.) Stephen Kamen  
(permitted to resign May 26/88)  
one claim

2. The total amount of accounts approved by Assistant Secretaries for the month of October, 1990 was \$3,071.65.

3. The Financial Summary, and the Activity Report for the month of October, 1990, are attached. (Pgs. C1-C3)

4. VARIABLE COMPENSATION FUND LEVY

The Chair received a letter concerning a variable Compensation Fund Levy that would be a different amount for sole practitioners and lawyers syndicating mortgages, than for other members. The Tillinghast report of February 16th, 1990, brought out the fact that, based on the Society's statistics, most claims to the Fund are from those two categories of lawyers.

Your Committee received the letter and took no action.

ALL OF WHICH is respectfully submitted

DATED this 23rd of November, 1990

"G. Farquharson"  
Chair

SCHEDULE "A"

COMPENSATION FUND GRANTS APPROVED BY THE REVIEW COMMITTEE AND  
BY THE COMPENSATION FUND COMMITTEE, THURSDAY, NOVEMBER 8TH, 1990

REFEREE AND/OR ASSISTANT SECRETARY	SOLICITOR	NUMBER OF CLAIMANTS	TOTAL
H.A. Werry (indefinite suspension Oct. 26/89)	Kalmen N. Goldstein	two	7,000.
H.A. Werry	Stephen Kamen (permitted to resign May 26/88)	one	403.
TOTAL		three	\$7,403.

Attached to the original Report in Convocation file, copy of:

C-Item 3 - The Financial Summary and the Activity Report for the month  
of October, 1990. (Marked C1 - C3)

THE REPORT WAS ADOPTED

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CLINIC FUNDING COMMITTEE

Mr. Bastedo presented the Report of the Clinic Funding Committee  
of its meeting on November 15th, 1990.

TO THE BENCHERS OF THE LAW SOCIETY OF UPPER CANADA

IN CONVOCATION ASSEMBLED

The Director of LEGAL AID begs leave to report:

CLINIC FUNDING

The Clinic Funding Committee submitted a report to the Director  
recommending funding for various projects.

The Director recommends to Convocation that the report of the Clinic Funding Committee dated November 19, 1990 be adopted.

Attached is a copy of the Clinic Funding Committee's report.

ALL OF WHICH is respectfully submitted

"R.L. Holden"  
Robert L. Holden,  
Director,  
Legal Aid

November 19, 1990

To: Robert L. Holden, Esq.,  
Provincial Director  
The Ontario Legal Aid Plan.

The Clinic Funding Committee met on November 15, 1990. Present were: Philip Epstein, Q.C., Chair, Earl Levy, Q.C., Thea Herman, Jim Frumau.

1. DECISIONS

A. Applications to the Clinic Funding Committee

(i) Supplementary legal disbursements

Pursuant to s.6(1)(m) of the Regulation on clinic funding, the Committee has reviewed and approved applications for supplementary legal disbursements from the following clinics:

Legal Assistance Kent	up to \$2,000
Jane Finch Community Legal Services	up to \$2,000
Kensington-Bellwoods Community Legal Services	up to \$4,000
West End Legal Services	up to \$7,300
Scarborough Community Legal Services	up to \$3,000
Kingston Community Legal Clinic	up to \$3,500
Simcoe Legal Services Clinic	up to \$3,200

ALL OF WHICH is respectfully submitted

"T. Bastedo"  
for Philip Epstein, Q.C.  
Chair  
Clinic Funding Committee

November 19, 1990

THE REPORT WAS ADOPTED

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"IN CAMERA"

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IN CAMERA Content Has Been Removed

CONVOCATION ADJOURNED AT 3:30 P.M.

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Confirmed in Convocation this *25th* day of *January* , 1991.

  
Treasurer