THE LAW SOCIETY OF ALBERTA
HEARING COMMITTEE REPORT

IN THE MATTER OF THE *Legal Profession Act,* and
In the matter of a Hearing regarding the conduct of
ROBERT HOMERSHAM
A Member of the Law Society of Alberta

Panel:

Sarah King-D'Souza, Q.C. – Chair
Nancy Dilts, Q.C. – Member
Amal Umar – Member

Counsel Appearances:

Timothy Meagher– for the Law Society of Alberta (**LSA**)
Matthew Epp – for the Member

Hearing Date: September 9, 2014
Hearing Location: 500, 919 - 11th Avenue SW, Calgary, AB

Report: November 4, 2014

REPORT OF THE HEARING COMMITTEE

I. INTRODUCTION AND SUMMARY OF RESULT

1. On September 9, 2014 a Hearing Committee of the Law Society of Alberta (**LSA**), convened at the Law Society offices in Calgary to inquire into the conduct of the Member, Robert Homersham. The Committee was comprised of Sarah King-D'Souza, Q.C., Chair, Nancy Dilts, Q.C., Committee Member and Amal Umar, public representative/Lay Bencher. The LSA was represented by Timothy Meagher. The Member was present throughout the Hearing and was represented by Matthew Epp.

2. The Member faced 2 citations;

    a. **IT IS ALLEGED** that you engaged in one or more business transactions with your client, T.R., without complying with the *Code of Professional Conduct*, and that such conduct is conduct deserving of sanction; and

b. **IT IS ALLEGED** that you used your position to take unfair advantage of T.R., and that such conduct is conduct deserving of sanction.

3. At the commencement of the Hearing, counsel for the LSA and the Member applied to have citation 1 amended to read as follows:

IT IS ALLEGED that you engaged in one or more business transactions with your client, T.R., without complying with the *Code of Professional Conduct,* the particulars of which include:

a. engaging in one or more business transactions with T.R. who did not have independent legal representation;

b. failing to obtain T.R.'s consent to engage in one or more business transactions without independent legal representation;

c. failing to document the business transactions with T.R. which were unfair or unreasonable in all respects to T.R.

All of which resulted in an unintentional unfair advantage to you.

4. The Hearing Committee was advised that in the analysis of both counsel, citation 2 inferred an element of intention on the Member's part that could not be proven on the evidence and that citation 2 was otherwise a duplication of citation 1.

5. The Hearing Committee questioned both counsel at some length and being satisfied with the responses and being cognizant of the joint submission, ultimately directed that citation 1 be amended accordingly and that citation 2 be dismissed.

6. At the commencement of the Hearing, counsel for the LSA and for the Member presented the Hearing Committee with an Agreed Statement of Facts and Admission of Guilt (Exhibit "6") to citation 1 (as amended).

7. On the basis of the Agreed Statement of Facts and Admission of Guilt to citation 1 (as amended) the Hearing Committee found that citation 1 (as amended) is proven and the Member is guilty of conduct deserving of sanction.

8. The Hearing Committee accepted the Joint Submission of counsel for the LSA and the Member as to sanction and ordered that the sanction on this citation would be a reprimand, a fine of $4,000.00 and that the Member pay the actual costs of the Hearing estimated at time of Hearing as $10,569.74.

II. JURISDICTION AND PRELIMINARY MATTERS

9. Jurisdiction was established by the Law Society and the following Exhibits entered:

Exhibit 1–	Letter of Appointment of Hearing Committee,
Exhibit 2 –	Notice to Solicitor
Exhibit 3 –	Notice to Attend
Exhibit 4 –	Certificate of Status of the Member
Exhibit 5 –	Certificate of Exercise of Discretion

10. These Exhibits were entered into evidence by consent. There was no objection by the Member's counsel or by counsel for the LSA regarding the constitution of the Hearing Committee. The Hearing was conducted in public.

III. CITATIONS

11. The Member faced 2 citations:

    a. IT IS ALLEGED that you engaged in one or more business transactions with your client, T.R., without complying with the *Code of Professional Conduct*, and that such conduct is conduct deserving of sanction;

    b. IT IS ALLEGED that you used your position to take unfair advantage of T.R., and that such conduct is conduct deserving of sanction;

IV. EVIDENCE

12. Exhibits 6 – 25 all relevant to the citations were entered into evidence by consent.

13. By way of Exhibit "6" the Member provided his Statement of Admitted Facts and Admission of Guilt in relation to amended citation number 1, which was signed and dated September 8, 2014.

14. The Hearing Committee reviewed the Statement of Admitted Facts and Admission of Guilt and questioned counsel in some depth with respect to the rationale and appropriateness of their joint submissions to the Hearing Committee in relation to dismissal of citation 2 and amendment of citation 1.

15. The Member confirmed that:

    a. He made the admission in the agreed Statement of Admitted Facts voluntarily and free of undue coercion;

    b. He unequivocally admitted guilt to the essential elements of the citation describing the conduct deserving of sanction;

    c. He understood the nature and consequences of the admission; and

    d. He understood that the Hearing Committee is not bound by any joint submissions advanced jointly by counsel.

V. FACTS

16. Counsel for the Law Society and the Member did not call any evidence additional to the facts admitted to in the Statement of Admitted Facts (Exhibit 6) and supporting documents. Pursuant to the Statement of Admitted Facts, the Member admitted *inter alia* the following facts:

    THE COMPLAINT AND RELEVANT CIRCUMSTANCES

17. I have known T.R. since the spring of 2007 when, as the sole director and shareholder of a numbered company she retained me to provide legal advice about the acquisition and development of a multi-family residential project under construction in Strathmore, Alberta comprising 96 condominium units.

18. T.R.'s complaint arises from my participation in the purchase, in 2007, and sale, in 2008, of an interest in an apartment complex (the "Apartment Complex") in Saskatoon, Saskatchewan.

19. T.R., and her business associate J.S., needed a deposit of $100,000 to be used toward the purchase of the Apartment Complex. I was contacted by J.S while I was on vacation with my family. He represented to me that he and T.R. were, together, contributing $50,000 and requested that I contribute $50,000 for an ownership interest in the Apartment Complex. I was advised that time was of the essence and eventually I agreed to do so.

20. It was represented to me by J.S. that:

    i. T.R., J.S and I would own 50% of the Apartment Complex equally, notwithstanding that our initial contributions were unequal;

ii. *Partners from Saskatchewan ("the Saskatchewan Partners") would own the other 50%; and*

iii. *The Saskatchewan Partners, who wanted as large an ownership interest in the Apartment Complex as possible, would buy our interest out prior to closing, or would provide the additional equity required to close the transaction.*

21. *Although we do not have a written agreement, it is my position that I agreed to provide $50,000.00 on the following terms and conditions, which I say I expressed to T.R. and J.S. unequivocally:*

    i. *That I would not be required to contribute any further equity to close the transaction.*

    ii. *That T.R. and J.S. would be responsible for providing any further equity required to close this transaction.*

    iii. *That T.R. and J.S. would alone be responsible for arranging mortgage financing sufficient to close this transaction.*

22. *I did not ensure that T.R. and J.S. had independent legal representation regarding this business transaction amongst us, nor did I obtain their consent to proceed with the transaction without independent legal representation.*

23. *In order to close the purchase of the Apartment Complex, T.R. arranged the following financing:*

    i. *Borrowing $400,000 from A.B.;*

    ii. *Convincing the realtor to postpone her commission of $200,000;*

    iii. *Convincing the mortgage broker to postpone his commission of $104,000; and*

    iv. *Selling an approximate five per cent interest in the Apartment Complex in XXX to R.S. (one of the Saskatchewan Partners) for $100,000.*

24. *Eventually the Apartment Complex was owned by a Saskatchewan numbered company ("XXX"). I incorporated 123 Alberta Ltd., ("123") which owned slightly less than 50% of XXX. T.R., J.S. and I each owned a one-third interest in 123. Shares were never formally issued to any of us, but I did file an annual return on August 4, 2009 for the year ending 2008, listing myself as the owning 100% of the issued voting shares.*

25. *123 sold its interest in the Apartment Complex to acquaintances of the Saskatchewan Partners (the "Purchasers") in February of 2008 for $1,250,000. This amount was payable by way of a cash payment of $850,000 and a promise to pay $400,000 by February of 2009 evidenced by a Promissory Note.*

26. *In an email message dated February 20, 2008, a copy of which is at Exhibit 10, I told T.R. and J.S. that the $850,000 cash could be used by them to repay the short term loans and that I would claim the entire future payment of $400,000. They disputed my understanding of our agreement.*

27. *On February 22, 2008 we agreed, to sell 123's interest in XXX for $850,000 cash on closing (the "Cash Portion") and a future payment of $400,000, evidenced by a Promissory Note, for a total of $1,250,000 to associates of R.S. as set out in my email message to G.W. of February 22, 2008, a copy of which is at Exhibit 9.*

28. *On February 22, 2008, after deducting $200,000 in commissions which was due to the realtor for her fees earned on the original purchase, G.W. forwarded $650,000 to me for deposit into my trust account on trust conditions. I acted as legal counsel for 123 and G.W. acted for the Purchasers.*

29. *From the proceeds of sale, I disbursed $428,964.28 to A.B. to repay the $400,000 loan plus interest, and I disbursed $104,300 directly to C., the mortgage broker. The balance of $116,735.72 was disbursed to T.R.*

30. *I understand that T.R. says that $25,000 of this disbursement to her was paid to J.S. and the remainder was to pay some expenses incurred by her for work done on behalf of 123.*

31. *I maintain that sometime in or about February or March of 2008, T.R., J.S., and I settled our dispute about the claim to the remaining $400,000 owing from the Purchasers. I say that we settled on the basis that T.R. and J.S. would receive $150,000 or 15/40ths plus interest of whatever we ultimately received and I would receive $250,000 or 25/40ths plus interest. I say that T.R. and J.S. agreed to give up their shares in 123. There is no written agreement evidencing this settlement.*

32. *On July 14, 2009, I received a letter from M.B., counsel for T.R. and J.S., a copy of which is at Exhibit 23. In that letter he advised me that T.R. and J.S. thought that they had agreed to receive nothing from the future payment and that this was not fair.*

33. *I replied on July 31, 2009, by letter, a copy of which is at Exhibit 24 setting out, for the first time in writing, my understanding of our February 2008 settlement.*

34. *The Promissory Note was due and payable on February 20, 2009. However, the Saskatchewan Partners refused to pay the Promissory Note and I was forced to commence court actions in both Saskatchewan and Alberta in order to enforce payment of the Promissory Note. Copies of the Statements of Claim are at Exhibit 18.*

35. *The main Defense put forward by the Saskatchewan Partners was that J.S. had misrepresented the status of the approval, by the City of Saskatoon, of the conversion of the Apartment Complex to a condominium. A copy of the Statement of Defense of the Saskatchewan Partners is at Exhibit 19.*

36. *The litigation against the Saskatchewan Partners was settled on October 25, 2011, when the Saskatchewan Partners agreed to pay $350,000.*

37. *Legal fees and disbursements in the amount of $10,964.13 were incurred in pursuing the litigation against the Saskatchewan Partners. J.S. and T.R. did not pay any of these expenses.*

38. *I understand that T.R. and J.S. have a different understanding of our business arrangement as set out in Mr. B.'s letter of July 14, 2009 (Exhibit 23).*

39. *As stated, T.R. and J.S. commenced an action against me and 123 which we settled after a JDR. I agreed to pay them $185,000 collectively, leaving $165,000 for me out of which I paid legal fees as stated.*

40. *I admit guilt to an amended citation as follows:*

    I engaged in one or more business transactions with my client T.R. without complying with the Code of Professional Conduct, the particulars of which include:

    a. *engaging in one or more business transactions with T.R. who did not have independent legal representation;*

    b. *failing to obtain T.R's consent to engage in one or more business transactions without independent legal representation;*

    c. *failing to document the business transactions with T.R. which were unfair or unreasonable in all respects to T.R.*

    All of which resulted in an unintentional, unfair advantage to me.

41. *I agree with and admit to all of the facts stated herein and I admit that the conduct referred to herein amounts to conduct deserving of sanction.*

42. The Hearing Committee accepted the Member's admission of guilt. Accordingly, the Hearing Committee found the admission of guilt to be in a form acceptable to the Hearing Committee and pursuant to section 60(4) of the *Legal Profession Act* the admission is deemed for all purposes to be a finding of the Hearing Committee that the conduct of the Member described therein is conduct deserving of sanction in relation to amended citation 1.

VI. CONCLUSIONS ON CITATIONS

43. The Hearing Committee having accepted the admission of guilt from the Member on the amended Citation 1 does find the Member guilty of that Citation. The Hearing Committee accepts the joint submissions of counsel that the evidence does not support a finding of guilt in relation to Citation 2 and that Citation is dismissed.

VII. SUBMISSIONS ON SANCTION

44. Counsel for the LSA entered the Member's record, with the consent of the Member. This was entered into evidence as Exhibit "25", counsel for the LSA also entered an Estimated Statement of Costs into evidence by consent of counsel for the Member as Exhibit "26". The Estimated Statement of Costs is $10,569.74.

VIII. DECISION AS TO SANCTION

45. Counsel for the LSA and for the Member were in agreement as to their submissions for sanction, other than the issue of costs payable. The Hearing Committee should give serious consideration to such a joint submission and accept it unless the Committee considers it unfit or unreasonable or contrary to the public interest.

46. The *Code of Professional Conduct*, Chapter 1, Rule 7 provides that:

R. 7. A lawyer's position must not be used to take unfair advantage of any person or situation.

C.7 The opportunity for abuse is present in any position of privilege, including the quasi-official position in society held by a member of the legal profession. Lawyers must therefore conduct themselves in a manner that excludes any suggestion of abuse. With regard to clients, a lawyer is frequently in a dominant

position due to legal knowledge and professional experience. The client, in contrast, may be made particularly vulnerable by the client's legal problem. As a consequence, lawyers must ensure that the relationship formed with clients is not condescending or manipulative, but one of mutual trust and respect. Furthermore, any appearance of unfair advantage or undue influence must be avoided. As to business transactions with clients (see Rule 9 of Chapter 6, Conflicts of Interest)

47. The *Code of Professional Conduct*, Chapter 6, the Statement Of Principle states that:

In each matter, a lawyer's judgment and fidelity to the client's interests must be free from compromising influences.

48. The *Code of Professional Conduct*, Chapter 6, Rule 9 states that:

R.9 *A lawyer must not engage in a business transaction with a client of the* lawyer *who does not have independent legal representation unless the client consents and the transaction is fair and reasonable to the client in all respects.*

49. The *Code of Professional Conduct*, Chapter 6, Rule 9 commentary states that:

C.9 *"Business transaction" includes lending or borrowing money buying or selling property, accepting a gift or bequest, giving or acquiring an ownership, security or other pecuniary interest in a company or other venture, recommending an investment and entering into a common business venture.*

…

The wisest course for a lawyer is to never engage in a business transaction with a client. A blanket prohibition would, however, fail to acknowledge the realities of lawyer/client relationships and the fact that a particular business transaction may appear to both parties to be mutually advantageous.

Before engaging in such a transaction, a lawyer must carefully consider the fiduciary obligations of the lawyer and the likely presumption of undue influence should the client later become dissatisfied. The lawyer will have the onus of proving that the transaction was fair and reasonable from the client's perspective. Subsequent discrepancies between the client's version of events and the lawyer's may be resolved in favour of the client. These factors will override any apparent benefits of the transaction if a client is clearly in an unequal bargaining position due to age, financial position, lack of education or experience, or other similar circumstances.

Even if a client is relatively sophisticated, the lawyer must objectively assess whether the client would agree to the same terms and conditions with a person other than the lawyer, and whether the lawyer stands to incur a benefit or advantage that, with due diligence, the lawyer would prevent someone else from obtaining in a transaction with the client. Despite favourable responses to these and similar questions, the client must be advised of all of the advantages of retaining independent counsel. Such consultations should be clearly documented and preferably confirmed in writing. The nature of the matter may also require that the client, while not independently represented in the transaction, obtain independent legal advice regarding the advisability of the transaction.

…

50. In determining an appropriate sanction the Hearing Committee is guided by the public interest which seeks to protect the public from acts of professional misconduct and also protect the standard of the legal profession generally so that the public can maintain a high degree of confidence in the legal profession which is a self-governing profession.

51. Section 49 (1) of the *Legal Profession Act* states*:*

49(1) *For the purposes of this Act, any conduct of a member, arising from incompetence or otherwise, that*

(a) *is incompatible with the best interests of the public or of the members of the Society, or*

(b) *tends to harm the standing of the legal profession generally,*

is conduct deserving of sanction, whether or not that conduct relates to the member's practice as a barrister and solicitor and whether or not that conduct occurs in Alberta.

52. The *Legal Profession Act*, s. 72(1) requires a Hearing Committee, on finding a Member guilty of conduct deserving sanction, to disbar, suspend, or reprimand the Member.

53. The primary purpose of disciplinary proceedings is:

(1) the protection of the best interests of the public (including the Members of the Society); and

(2) protecting the standing of the legal profession generally.

That is the reference point for this Committee.

54. One purpose of disciplinary proceedings is to be sure that the offender does not have the opportunity to repeat the offence which can be achieved either by a suspension or disbarment. The nature of the Member's offence does not engage the above sanctions.

55. The second purpose is to maintain the reputation of the legal profession:

"A profession's most valuable asset is its collective reputation and the confidence which that inspires." Bolton v. *Law Society*, [1994] 2 All ER 486 at para. 492 (C.A.)

56. The privilege of self-governance is accompanied by certain responsibilities and obligations. The impact of any misconduct on the individual and generally on the profession must be taken into account:

"*This public dimension is of critical significance to the mandate of professional disciplinary bodies." "The question of what effect a lawyer's misconduct will have on the reputation of the legal profession generally is at the very heart of a disciplinary hearing*": *Adams* v. *The Law Society of Alberta*, [2000] A.J. No.1031 (Alta. C.A.)

57. The sanctioning process should involve a purposeful approach. Sections 60 and 61 of the Hearing Guide set out the general and specific factors that this Committee must consider in determining what sanction to impose. Factors which relate most closely to the fundamental purposes outlined above will be weighed more heavily than other factors. The final sanction must be one which is consistent with the fundamental purpose of the sanction process.

58. This hearing committee considered the following general factors to be of relevance in this case:

    a. The need to maintain the public's confidence in the integrity of the profession and the ability of the profession to govern its own members.

    b. Specific deterrence of the member, from engaging in such conduct again.

    c. General deterrence of other members, from engaging in such conduct for themselves.

    d. Denunciation of the conduct: the member's initial position which was not reduced to writing nor with independent legal advice to his partners, that

he would claim the entire future payment of $400,000 was incredibly unfair to the other partners, as well as unmerited and illogical.

e. Avoiding undue disparity with the sanctions imposed in other cases.

59. This hearing committee considered more specific factors in making its decision as to sanction:

a. The Member's conduct raised concerns about protection of the public: A client has a right to be confident that his or her lawyer will put his or her client's interests above their own.

b. The Member's conduct raises concerns about maintaining public confidence in the legal profession: clients need to be confident that they are receiving legal advice from a lawyer in the client's interests, and are not being exploited.

c. Level of intent: the Hearing Committee is advised that there was no intent on the Member's part to act as he did. His actions were motivated by various and at times contradictory factors such as: a desire to help out, a desire to make some money, frustration at the behavior of his clients, a feeling that he had been given the "short end of the stick", a desire to get the money back. Some motivations were positive, some negative, but they were not intentionally all self-serving and/or malevolent.

d. Impact or injury, potential or actual.

e. This was one incident, albeit it spanned a number of years due to the litigation with Saskatchewan buyers.

60. Special circumstances both aggravating and mitigating.

i. There were both in this instance. There were actions that the Member took that mitigated: such as his self-reporting to the LSA, his ensuring that the initial (and significantly larger) payout from the sale was provided to T.R. for debt reduction, ultimately conceding (albeit apparently this was not understood by them at the time) that his other partners were entitled to a share of the sale over and above that needed to cover debts, litigating against the Saskatchewan partners, thus collecting the balance of funds from them for distribution to the Member's partners.

ii. There were also aggravating factors, such as the possibility that the Member self-reported knowing that a complaint was coming, his decision to appoint himself as sole director and shareholder of the numbered

company (on the basis of an oral agreement not reduced to writing nor with independent legal advice to the other partners) such that the other partners were not in a position to sue as shareholders should they have wanted to, and his unilateral decision to sue the Saskatchewan Partners.

iii. A significant aggravating factor is the Member's self-serving, unmerited decision at the outset (from which he soon resiled) that he was entitled to all the balance of the funds to the exclusion of his partners.

iv. The Member is remorseful. He has no prior or subsequent record. He *volunteers* in the legal and Calgary community. This appeared to be a once off type of action on his part.

61. Taking into account the general factors and the specific factors, the evidence and the joint submissions from counsel for the LSA and the Member the Hearing Committee directs that the sanction should be a reprimand, a fine and that the Member should pay the costs in full.

62. The Chair delivered the reprimand, see attached Schedule "A".

63. Upon the joint submission of counsel for the LSA and the Member, the Hearing Committee determined that the appropriate fine in relation to this matter is $4,000. Counsel did not have a joint position with respect to costs. Counsel for the Member submitted that the sum was high verging on the punitive and that the Member had been cooperative, and furthermore, that there were two citations and only one (amended) was pursued by agreement.

64. Counsel for the LSA argued that the costs were the costs and they were calculated at a discounted rate to Law Society counsel of $125. per hour. He argued that it was not precisely that one citation had been discontinued as much as that two citations had been combined into one. Counsel for the LSA pointed out that resolution of the matter resulted in a Hearing of a part-day as opposed to four days and that this also benefited the Member.

65. The Hearing Committee ordered that the Member pay all of the costs of this matter finding no facts or circumstances that took it out of the normal course in this regard.

66. The Member is given time to pay the costs and fines within 30 days from the date of service of the actual Statement of Costs upon him.

IX. CONCLUDING MATTERS

67. There shall be no Notice to the Profession.

68. The decision, Exhibits and the transcript in this Hearing are to be made available to the public with the names of the complainant, clients, third parties, and other employees to be redacted.

DATED this 4th day of November, 2014 at the City of Calgary in the Province of Alberta.

Per: _____
SARAH KING D'SOUZA, Q.C.
CHAIR

Per: _____
NANCY DILTS, Q.C.
MEMBER

Per: _____
AMAL UMAR
MEMBER

SCHEDULE "A"
REPRIMAND

1. "And I'm now going to deliver the reprimand. So, Mr. Homersham, you've admitted guilt, and there has been a finding of this hearing committee that you engaged in one or more business transactions with your client T.R. without complying with the *Code of Professional Conduct*, the particulars of which include engaging in one or more business transaction when T.R. didn't have independent legal representation, and failing to obtain T.R.'s consent to engage in one or more business transactions without independent legal representation, and failing to document the business transactions with T.R. which were unfair or unreasonable in all respects to T.R., all of which resulted in unintentional, unfair advantage to you.

2. And during the course of these proceedings, Mr. Meagher has reviewed the pertinent sections of the *Code of Professional Conduct* as it was at the time; and, in particular, Chapter 6, Rule 9, and Chapter 1, Rule 7. And what I would say to you, Mr. Homersham, is that the *Code of Conduct* exists for a reason, and you must now recognize, and I'm sure you do, that you could've avoided this five-year ordeal for T.R., J.S., and yourself if you had complied with that code, and, in fact, if you had made it your business to refer to it in the course of your practice and guide your activities accordingly, and you know that.

3. Mr. Epp has argued that in the end there wasn't an actual detriment to T.R. because she had exercised her rights to retain a lawyer, and sue you, and the matter had resolved in court, but that doesn't reflect the painful reality that she lived with uncertainty for five years or so, and as did you; and, in fact, she may have, with independent legal advice in 2007, never have entered into this arrangement, certainly never entered into it without papering it and being better protected.

4. The legal profession, I believe, is an honorable profession, and historically, being a lawyer, like being a physician, was not a money-making venture. Lawyers took barter and trade. They worked for pennies, and they promoted the rule of law and assisted people to access justice who otherwise would not be able to. And in this province, at this time in history, certain lawyers, you being one of them, with certain enviable skills and expertise deal with people who are high-rollers, they have money, and they are risk takers, and the temptation is always there to align yourselves with that lifestyle and those risks and lose perspective.

5. The fact that your clients make big money, enter into risks, enter into schemes, really shouldn't cause you to think that you're those people, that

that's your lifestyle, that that is the way it is going to be for you. And the expectations of those clients, I mean, sad to say, they are there for themselves, and they are there to make money and benefit themselves. They may at times take advantage of you, but you can't take advantage of them, and that is what being a professional is all about. And the ethics of business are not the ethics of law.

6. And I very well understand how in this day and age we get drawn into doing things that in the end we wish we hadn't because of the pressures of expectations and making a living, but at the end of the day, at least speaking for myself, I see law as a very, meat and potatoes type of thing. What would the word be? We are workmen who are doing a job for people, and we're doing a good job for people, and we're doing it hopefully in a selfless way. And certainly we're trying to make a living, but that's all we're doing.

7. Another thing I would like to say to you is I appreciate your disappointment and frustration at the time that the $1.2 million sale transaction occurred and monies were being given out to your other partners, and there you were, you weren't repaid, and there was no money for you, and it was annoying, but, again, those are personal emotions that you need to -- those are personal things, and you're a lawyer, and really you're a lawyer every day of your life, and you're a lawyer even when you're not doing lawyerly things or when you engage in business, and you just can't allow those types of emotions to impact you in the way you did, and in that punitive kind of malicious way where you said, "Well, I'm entitled to all the $400,000," at a point you did have leverage. The money was coming to you, you were in control of it. I mean, that's just a fact.

8. You need to learn from your mistakes, and it's taken a while. Clearly there were two opportunities in '07, '08 where you could've perhaps put this matter more on the track had you, at some point, identified the need for things to be in writing and things to be sorted out. That didn't happen. That doesn't mean it is not happening now. I have no doubt that this has been a horrendously awful experience for you that has taken your time and taken your money and strained you emotionally.

9. You know, we see in the agreed Statement of Facts that there is some really good community activities that -- some things you were involved in that give back to the community, give back to the legal profession, and I would just encourage you to continue to be that person and to take this event as best you can as one of those life events that will shape your future in a positive way, and I do wish you all the best for the future, Mr. Homersham."