

IN THE MATTER OF *THE LEGAL PROFESSION ACT*

AND

**IN THE MATTER OF A HEARING REGARDING
THE CONDUCT OF AJAY JUNEJA
A MEMBER OF THE LAW SOCIETY OF ALBERTA**

HEARING REPORT

I. INTRODUCTION AND JURISDICTIONAL MATTERS

1. The hearing into the alleged conduct of Ajay Juneja was held before Adam Letourneau, Bencher, Miriam Carey, Lay Bencher, and Doug McGillivray, Q.C., Past Bencher on June 27 - 29, 2011 and August 10 and 11, 2011.
2. Jurisdiction to proceed was established, and composition of the Panel was satisfactory to both the staff of the Law Society and counsel for the Member. Appropriate private hearing notifications were provided to the Member and to various potential witnesses. No objection was taken to the hearing proceeding in public and the Panel ruled that the hearing thereafter so proceed.
3. Ajay Juneja is a member of the Law Society of Alberta as at the time of the issuance of the Notice of Hearing and the hearing itself. Mr. Juneja was represented by counsel being Peter Royal, Q.C.
4. The Law Society in the evidentiary stage was represented by Janet Dixon, Q.C. and in the argument and sanctioning stage by Garner Groome.

II. THE CITATIONS

5. Mr. Juneja faced the following citations:
 1. IT IS ALLEGED THAT you created documents bearing false signatures in order to have such documents registered at the Land Titles Office as properly executed and genuine documents and that such conduct is conduct deserving of sanction;
 2. IT IS ALLEGED THAT you swore false Affidavits of Execution on documents and commissioned an Affidavit which bore a false signature and that such conduct is conduct deserving of sanction;
 3. IT IS ALLEGED THAT you failed to be candid with the Law Society and that such conduct is conduct deserving of sanction;
 4. IT IS ALLEGED THAT you failed to follow the accounting rules of the Law Society and that such conduct is conduct deserving of sanction;
 5. IT IS ALLEGED THAT you misled your clients and that such conduct is conduct deserving of sanction;

6. IT IS ALLEGED THAT you failed to serve your clients in a conscientious, diligent and efficient manner and that such conduct is conduct deserving of sanction;
7. IT IS ALLEGED THAT you failed to account to your clients and/or providing client with incorrect and misleading accounting and that such conduct is conduct deserving of sanction;
8. IT IS ALLEGED THAT you sought to deceive the Law Society and that such conduct is deserving of sanction;
9. IT IS ALLEGED THAT you failed to provide the Law Society in a timely manner with information and materials requested and that such conduct is conduct deserving of sanction;
10. IT IS ALLEGED THAT you prepared a transfer of land with the intent of deceiving others regarding the circumstances of the transfer, and that such conduct is conduct deserving of sanction;
11. IT IS ALLEGED THAT you altered a copy of a title, or distributed a copy of a title you know to be altered, with the intent of deceiving others regarding the registered owner of the property, and that such conduct is conduct deserving of sanction;
12. IT IS ALLEGED THAT you acted in an actual or potential conflict of interest situation without taking appropriate safeguards to protect the rights to the clients involved, and that such conduct is conduct deserving of sanction;
13. IT IS ALLEGED THAT you failed to serve your clients, M and C., in a conscientious, diligent and efficient manner and that such conduct is conduct deserving of sanction;
14. IT IS ALLEGED THAT you failed to be competent in the services provided to your clients, M and C, and that such conduct is conduct deserving of sanction.

III. THE DECISION

6. After hearing all of the evidence, the arguments of counsel for the Law Society, and counsel for the Member, and after having received and accepted the Member's admission of responsibility with respect to certain of the citations, the Hearing Committee unanimously found that Citations 2, 3, 4, 5, 6, 7, 9, 11, 12, 13 and 14 were made out and the conduct found to have occurred therein was deserving of sanction.

7. The Hearing Committee found that Citations 8 and 10 were not made out and were accordingly dismissed.

IV. THE SANCTIONS

8. With respect to those sanctions that were made out, the Hearing Committee made the following orders and directions:

- (a) That the Member be suspended until the 31st of December, 2011;
- (b) That the Member pay a global fine in the sum of \$10,000.00;

- (c) That the Member pay one half of the actual costs of the hearing;
- (d) That the Member be reprimanded;
- (e) That the Member follow such directions as the Credentials and Education Committee may set upon his application for reinstatement in order to ensure his existing or continued confidence;
- (f) That pending such direction, and the satisfaction of the Credentials and Education Committee, that the Member's practice be restricted from cases of criminal law or personal injury;
- (g) That the Member has until the 31st day of December, 2012 within which to pay his fine and that the Member may apply for further necessary extensions to make such payment, otherwise he will further stand suspended;
- (h) That the Law Society Staff shall be directed to delete from any exhibits or the transcripts of any evidence, any personal information of any persons who testified at the hearing;
- (i) That there will be no referral to the Attorney General.

V. REASONS AND EVIDENCE

9. The following is intended to be our reasons which flow from the evidence presented at the hearing.

10. The citations that the Member faced arose out of his handling of two real estate purchase and sale files. The Reasons that follow will be divided as between those files.

A. MS to DS & LS/Financial Institution A Mortgagee

11. Citations 1 through 9 arose from a real estate transaction wherein MS was selling a home to DS and LS. The purchase was being financed by Financial Institution A. The evidence disclosed that Mr. Juneja was acting for all three parties on the transaction. No conflicts of interest letters were provided to any of the clients.

12. The evidence disclosed that prior to sale, the property being purchased was being rented by DS. She was purchasing the property together with LS, her grandmother, and was granting a mortgage to the Financial Institution A to pay for the balance of the purchase price.

13. MS was apparently the registered owner of the property and prior to selling it to DS and LS, was DS's landlord.

14. DS and LS met Ajay Juneja on one occasion only in April 2007. At that time they signed the mortgage documentation in favour of the Financial Institution A and the Affidavit of Transferee attached to the Transfer of Land.

15. Mortgage monies were received from the Financial Institution A on May 1, 2007 and were dispersed by Mr. Juneja to the vendor's mortgage company on June 15, 2007. No discharge of that mortgage was requested.

16. The balance of the purchase price was ultimately paid to MS from trust. The source of the monies paid was a Financial Institution A mortgage, and funds from the sale of DS's condominium.
17. The transfer in favour of DS and LS and the DS and LS mortgage documentation were not submitted for registration. There was no evidence of any explanation as to why not.
18. The Member did not provide a reporting letter in a timely fashion to DS and LS. Indeed, we found that such a reporting letter was not provided at all. No reporting was provided to Financial Institution A at the time.
19. Approximately two years later DS complained to Juneja, that she had by happenstance received information that her property would be sold by the City of Edmonton for arrears and taxes and that title to the property had not been registered in her name.
20. Later, it was discovered at that time that the Transfer of Land and Mortgage had not been registered in the North Alberta Land Registration District, Mr. Juneja assured DS that he would see to getting title in her name and would reimburse her for any property taxes that she owed that should have been adjusted for on closing.
21. Mr. Juneja did not reimburse DS for the property taxes owing as a result of his error, at least not right away. DS, as a result of Mr. Juneja's inaction, engaged counsel. That counsel contacted Mr. Juneja who again agreed that he would reimburse DS with respect to those amounts which were owing. The issue seemed to be whether Mr. Juneja was going to reimburse her for all of the taxes or merely those that should have been adjusted for on the closing of the real estate transaction. Mr. Juneja remained delinquent in honoring what he agreed to with respect to DS's counsel.
22. DS thought she was going to have to take further action against Juneja and as a consequence her lawyers ordered copies of title and mortgage documents from the Land Titles Office. By this time title had now been registered in DS's name and the Financial Institution A mortgage had been put into place. This appeared on the face of it to resolve the title issues but on looking at the documentation DS came to believe that the signatures on the mortgage documents were not those of her grandmother and her.
23. Based on the evidence we found that indeed the signatures of DS and LS on the mortgage documents were not genuine and were forgeries. The question of serious import was whether the Member forged the document himself, or caused someone else in his office to do it.
24. In addition to the evidence of DS who testified that the signatures on the mortgage documents were not hers nor her grandmother's, the Law Society led the expert evidence of Les Peace. Mr. Peace was forensic document examiner who was qualified to give expert opinion evidence in relation to handwriting.
25. Mr. Peace prepared a preliminary report for the Law Society and subsequently based on revised and restricted instructions, prepared a detailed report as it related to Mr. Juneja and the signature of LS on the questioned mortgage documents. Mr. Peace did not opine on DS's signature. Mr. Peace compared handwriting acknowledged to be that of Mr. Juneja to the handwriting asserted to be that of LS and concluded that it was more probable than not that the signature of LS on the mortgage document was written by Mr. Juneja.
26. Mr. Peace was not asked to compare and provide an opinion as to who authored the signature of DS on the same documents. Mr. Peace excluded from the samples used in comparison handwriting samples of LS. Mr. Peace did not compare the LS signature to the handwriting of Brenda Alexander and

Naaz Prasad, both assistants in Mr. Juneja's office at pertinent times. It was noted as well by the Hearing Panel that neither Ms. Prasad nor Ms. Alexander were called to testify. Given that it was acknowledged that both had involvement with the DS file and the creation of trust account records for that file, it would be expected that they both would have some pertinent evidence to give to the hearing. Their absence was not explained.

27. Bearing in mind these factors, and in addition Mr. Peace's testimony that his opinion would be strengthened by additional samples and an ability to rule out certain other potential authors of DS's signature, the Hearing Panel was of the conclusion that evidence on this point lacked the degree of cogency and clarity to meet the onus of proof. As a consequence, Citation 1 was found not to be made out.

28. Respecting Citation 2, it was alleged that Mr. Juneja had sworn false Affidavits of Execution and commissioned an Affidavit that bore a false signature. Such conduct was deserving of sanction. The documents in question were apparently commissioned and were sworn in April of 2008.

29. Mr. Juneja saw the DS and LS on one occasion many months earlier in 2007. Mr. Juneja testified that he had developed a practice of frequently not completing the commissioning portion of Affidavits of Execution when they were attested to before him, or not attesting to the fact of his witnessing documents at or about the time that he in fact attested. This practice is sloppy at best and can give rise to problems that in fact occurred.

30. The documents disclose, and Mr. Juneja has confirmed, that his Affidavit of Execution and his commissioning of DS and LS's Affidavits occurred in the spring of 2008. As Mr. Juneja only saw DS and LS on one occasion, which was in 2007, statements contained in these documents could not possibly have been true.

31. We concluded that either Mr. Juneja knew the statements were false, or was woefully reckless and in total disregard of the truth. At best he simply ignored his responsibilities in signing and commissioning the documents in question. We found that Citation 2 was made out.

32. Citation 3 was, that in relation to the DS and LS matters, Mr. Juneja failed to be candid with the Law Society. The evidence disclosed numerous communications between the Law Society and Mr. Juneja to obtain basic information. It seemed that to get information being requested of Mr. Juneja would be met with the same enthusiasm as would pulling teeth.

33. In our view candidness within the meaning of the citation requires openness, completeness, honesty, and frankness. While all of Mr. Juneja's responses were courteous, they did not meet the standards of candor required of the citation and of a member of the Law Society. We found Citation 3 was made out.

34. Citation 4 is that Mr. Juneja failed to follow the accounting rules. This citation was admitted by Mr. Juneja at the completion of the Law Society's case. The evidence to that point was rife with examples of a failure to keep his trust account records in order, the failure to appropriately report to the client, and the failure to reconcile his trust accounts. Mr. Juneja's admission was accepted and this citation has been made out.

35. Citation 5 alleges that Mr. Juneja misled his clients as it related to the MS/DS and LS/Financial Institution A matter. Misleading of the clients Financial Institution A, and then LS, occurred both by omission and commission. In the first place, Mr. Juneja did not in any timely manner report to Financial Institution A notwithstanding that it had dispersed mortgage monies. He failed, for a period in excess of a

year, to submit the mortgage for registration. With respect to DS and LS, Mr. Juneja failed to provide any final reporting. He failed to take proper consideration of tax adjustments and indeed remitted to the vendors more money than the vendors were entitled to by virtue of tax adjustments that should have run in favour of DS and LS.

36. Subsequently, Mr. Juneja continued to mislead his client, Financial Institution A. Mr. Juneja provided his solicitor's opinion as to the validity of Financial Institution A's security in accordance with the mortgage instructions. This opinion we found was provided, albeit woefully, late, and long after mortgage monies were advanced. Subsequently, when the issue of the validity of the signatures of DS and LS as mortgagors on the mortgage came into being through to the hearing, Mr. Juneja had provided no follow up to Financial Institution A to warn them that their security may be in jeopardy. We found that Citation 5 was made out.

37. Citation 6 was that Mr. Juneja had failed to serve his clients in a conscientious, diligent, and efficient manner. This citation was admitted. The evidence was overwhelming in support of the admission. We found that Citation 6 was made out.

38. Citation 7 was that Mr. Juneja had failed to account to his clients and provided them with incorrect and misleading accounting. This citation had been admitted. Mr. Juneja's Statement of Adjustments was inaccurate. There is some question of whether or not the appropriate accounting and reporting was provided at all but in any event were long after the transaction closed.

39. It is clear that Mr. Juneja did not know the proper state of accounts for DS. The original trust ledger card prepared by Mr. Juneja was inaccurate. The trust ledger card subsequently prepared shows what appears to be a positive trust balance of approximately \$1,700.00. DS nor the Financial Institution A were made aware of this balance. Citation 7 was made out.

40. Citation 8 alleges that Mr. Juneja sought to deceive the Law Society. The evidence was clear that Mr. Juneja's practice, particularly as it related to the areas of real estate, was being run chaotically. Mr. Juneja himself paid little attention to this practice. As a result of a flood in his building, certain trust records had been lost. A conversion to a computerized system caused additional chaos. Mr. Juneja was more interested in being a criminal defence lawyer than attending to the real estate area of his practice. This caused Mr. Juneja's responses to the Law Society to be erroneous. Upon the evidence as a whole, however, we did not conclude that Mr. Juneja's error occurred as a result of any intention to deceive the Law Society. We concluded that what information he did provide was that which he believed to be true at the time notwithstanding that subsequent facts showed that it was not. As a consequence we do not believe that the evidence was clear, cogent, or convincing enough to raise conduct of Mr. Juneja to the level of deceit as we believe would be required to make out this citation. As a consequence it is dismissed.

41. Citation 9 is that Mr. Juneja failed to provide the Law Society in a timely manner with the information and materials requested and that conduct was deserving of sanction. Mr. Juneja through his counsel in argument provided a detailed analysis of the number of occasions that Mr. Juneja had responded to the Law Society. There is no question that Mr. Juneja did provide a number of communications. The evidence however showed that while over a considerable period of time there was lots of communication, there were few instances if any that Mr. Juneja communicated (a) within the time limit requested by the Law Society, and (b) within the dates that he said that he would communicate. In short, Mr. Juneja's dealings with the Law Society were marked by delay and missed deadlines both imposed by the Law Society and by Mr. Juneja. We were left with the conclusion that Mr. Juneja did not really take his dealings with the Law Society seriously, and viewed them more as a nuisance and an inconvenience to him in what he asserts was his busy criminal practice.

42. Mr. Juneja's delay in responding to various requests was not an exceptional occurrence. It became the rule. In our view the evidence clearly supported this citation and we found that it was made out.

B. AM to OC (Citations 10 Through 14)

43. Citations 10 to 14 involve Mr. Juneja's dealings with respect to another real estate transaction. In this case Mr. Juneja's client AM was selling a piece of real estate to OC. It is noteworthy that with respect to this transaction that neither OC nor AM were called to testify. OC was served with a Notice to Attend but did not appear at the hearing.

44. We were advised that he had offered to testify by telephone conference as he was out of town. This offer was objected to by counsel for Mr. Juneja. The Law Society then advised they would not be calling OC. They did not make any application for an adjournment or for the direction of further orders from the Court of Queen's Bench to compel his attendance.

45. The story of the AM/OC real estate file as it affected the Law Society arose after June 6, 2007. On that date OC attended at the North Alberta Land Titles registration office seeking some information. At that time he had a copy of a certificate of title that showed that the property in question had been registered in his name but his name was spelled incorrectly. He was seeking clarification because he had been given information from his bank that their searches did not show the property in his name.

46. The land titles officials on observing the certificate of title presented to them became justifiably concerned. Their investigation showed that that title document was false and did not represent the true state of the title as it existed in the records of the Land Titles office at the time. This was a serious matter.

47. AM was a more regular client of Mr. Juneja. His business apparently included real estate development and the sale and resale of homes. OC was regarded as a friend of AM. AM and OC wanted to transact the sale and purchase of a home AM owned and in January of 2007 went to Mr. Juneja's office to have him prepare an offer of purchase. Juneja did that. He prepared an offer of purchase that called for a closing in March of 2007 and in accordance with what he was told by OC, the offer to purchase called for a deposit of approximately \$70,000.00.

48. Mr. Juneja testified that he provided OC with some brief advice about whether OC should pay the deposit directly to AM or should put it with some third party such as Mr. Juneja for safe keeping pending the closing of the transaction.

49. AM and OC having executed the offer to purchase left with it. The deposit had not been paid. Mr. Juneja did not open a file. Mr. Juneja stated that he would not open a file until the deposit had been paid and that there was some prospect that the transaction was actually going to close.

50. Mr. Juneja heard nothing else for a number of months. In approximately May 2007 OC attended at Mr. Juneja's office. He wanted to know where his title was. Mr. Juneja told him that other than preparing the offer to purchase he had not done anything more. OC told him that he had paid the full cash to close of approximately \$70,000.00 and wanted to make arrangements to assume the mortgage that was on title. OC was agitated. He said that he had laid out a lot of money and didn't have title. Mr. Juneja said that he would look into it.

51. Mr. Juneja then contacted AM to find out what was going on. AM confirmed that he had received the cash to close and that OC had in fact been living in the property. Mr. Juneja then told AM that he needed him to come in to sign transfer documentation.

52. OC was given a transfer of land that Mr. Juneja had prepared. OC's name was spelled incorrectly. Mr. Juneja signed the document on behalf of AM. Mr. Juneja's evidence was that he thought he had some sort of power of attorney for AM and could do so. Then Mr. Juneja purported to witness his own signature albeit using different forms of signature. He gave the document to OC. He stated that he understood that OC was going to take the document to the bank in order that the bank could start the process of having OC assume the existing mortgage.

53. Mr. Juneja has testified that he prepared a transfer document that he knew was ineffective and gave it to OC knowing that OC was going to take it to the bank. Mr. Juneja's only excuse was that all that was intended to do was to have the bank start its process. Nothing of finality could be done until a proper transfer had been registered and title was in OC's name. This excuse does not amount to any defence.

54. While Mr. Juneja may be quite correct as to the final outcome, the preparation of a document knowing that it is going to be used for a purpose, knowing it was not genuine, and knowing that the bank would initially be misled is improper conduct and is deserving of sanction. Citation 10 is made out.

55. The following work day, Mr. Juneja presented the form of the transfer to his assistant and she pointed out to him that it was thoroughly botched. For some reason Mr. Juneja did nothing further to prepare a proper transfer to arrange for AM to execute the thing, to have OC sign the Affidavit of Transferee, and to otherwise ready the document for registration. These were not complicated tasks. Mr. Juneja had a legal assistant who knew how to do it and all he had to do was provide her with the instructions. He did not. His reasoning remained unexplained.

56. This all occurred on April 14, 2007. Thereafter Mr. Juneja did not follow through to have a proper transfer registered and to complete the transaction to have title properly into OC's name. On June 4, 2007 OC returned to Mr. Juneja's office unannounced. He was furious. He had discovered that the title to his property was not in his name. He had laid out a significant deposit. He accused Mr. Juneja of being complacent with AM in not transferring the property to him. At this meeting Mr. Juneja called AM and confirmed again the transaction and asked Mr. Juneja to sort it out. Mr. Juneja told AM that he would have to come in to sign a transfer. Mr. Juneja assured AM that he would deal with it.

57. On June 4 and 5, 2007 the land titles record systems showed that a number of searches of title of the subject had been conducted. No evidence was adduced as to who specifically ordered the searches or for what purpose. At that time Mr. Juneja's legal assistant was Naaz Prasad. On June 5 Mr. Juneja had to go to Vegreville to speak to a matter. While on his way there his automobile broke down. He took a cab to arrive at the court house and did not finish his court business until approximately 1:30 p.m. on the 5th. He thereafter arranged to get a ride from a colleague back to Edmonton. During the course of that ride he had at least two discussions with AM who had now gone to Mr. Juneja's office. Mr. Juneja had previously assured AM that he would attend to sorting out the OC matter before the end of June 5. AM was at Mr. Juneja's office to do so yet Mr. Juneja had not done anything.

58. A key titles search ordered from Mr. Juneja's office occurred in the afternoon of June 5. Mr. Juneja could not have ordered that search himself as he was not in Edmonton. He testified that his cell phone did not have appropriate internet access so that he could have conducted this search remotely. This search becomes important in that it is the search that gave rise to the title document which in turn was altered and came into the possession of OC.

59. On the evidence we are satisfied that Mr. Juneja did not order the title search in question. By the time Mr. Juneja returned to his office after 3:30 on June 5, AM had left as had Mr. Juneja's assistant, Naaz Prasad. Another office employee informed Mr. Juneja that Naaz Prasad had said that she had been threatened by AM and was afraid. Mr. Juneja did not take this information seriously as it was not in

keeping with his knowledge of AM. Naaz Prasad, Mr. Juneja's assistant, was not called as a witness. No explanation was given why not.

60. The evidence is clear that by June 6 OC had a copy of a certificate of title that had been ordered the day before through Mr. Juneja's land titles account at a time when Mr. Juneja was not present in his office to have done so himself. How then did OC get this altered document? OC was not in Mr. Juneja's office on June 5 or June 6, 2007. Mr. Juneja testified he did not physically see AM nor OC on the 5th or the 6th of June. How then did OC have an altered title document in his possession when he went to land titles office on June 6?

61. While the circumstances remain highly suspicious we have concluded that the evidence does not support that Mr. Juneja created the forged title document nor that he specifically directed that it be prepared. Any one of three other people could have done so. None of those people testified and that absence of testimony is unexplained and is telling given the nature of the allegation.

62. Notwithstanding the suspicious circumstances, we did not have clear, cogent, and convincing evidence to meet the allegations in Citation 11 and therefore they are dismissed.

63. Mr. Juneja's handling of the matter was very poor. He kept assuring AM and OC that he would complete the transaction and then did not. AM and OC's frustration and anger was warranted given Mr. Juneja's promises he had unfulfilled. As is typical in cases of these, a few minutes of attention given by the Member would have resolved the problem. Mr. Juneja, when travelling from Vegreville to Edmonton testified that he spoke with AM who was in his office, he asked AM to stay put as he was on his way in. The simple solution was for Mr. Juneja to simply tell his assistant to prepare the transfer of land and have AM sign it and to make arrangements for OC to come in to sign the Affidavit of Transferee and thereafter a proper transfer could be registered and a new title created. A person acting in the best interests of his clients would have done these steps and would have done them in a timely fashion. Mr. Juneja did not.

64. Citations 12, 13, and 14 were admitted. The evidence was clear that Mr. Juneja acted on behalf of both AM and OC without taking the appropriate safeguards to be sure that the clients understood the nature of the conflict of interest. The conflict very much came to the fore because Mr. Juneja had not carried out his duties once he was aware that OC paid AM purchase to the Offer to Purchase.

65. Citation 13 deals with Mr. Juneja failing to serve his clients in a conscious, diligent, and efficient manner. The evidence is overwhelming on this point on this citation and the admission is accepted.

66. Citation 14 also admitted was that Mr. Juneja had failed to be competent in the services he provided to his client. Again the evidence on this point was overwhelming in the witnessing of his own signature and the preparation of the transfer documents showed a woeful lack of confidence. Indeed, to the Hearing Committee it was troubling that Mr. Juneja could have such a woeful lack of basic knowledge. Citation 14 was clearly made out and the admission of guilt was accepted.

C. Sanctions

67. In considering the appropriate sanctions we considered firstly the purpose of the sanctioning process under the *Legal Professions Act*. This process calls upon a committee to craft appropriate sanctions to protect the public and preserve the integrity of the profession. Sanctions are not designed to be punitive.

68. The protection of the public can occur in two ways:

- (a) By the appropriate sanctions the public can be protected from the Member himself. Such sanctions are designed to limit the ability of the Member from causing further public harm.
- (b) The sanctioning process can send a message to the members of the profession that conduct deserving of sanction will bring with it consequences. Others, who would be so inclined as this Member, will be deterred.

69. Clearly, the integrity of the profession can be preserved by appropriate sanctions which send a message to the profession and to the public that the Law Society through its hearing process will deal with lawyer misconduct appropriately.

70. Bearing these factors in mind, and bearing in mind the number of citations, we chose to approach the sanctions on a global basis rather than on a citation by citation basis.

71. To this end it was directed that the Member should stand suspended from the practice of law until the 31st of December 2011.

72. The Hearing Committee would likely have imposed a more lengthy suspension had the Hearing Committee not been advised that the Member had already been suspended through to the hearing date for matters that included those with which we were dealing. We bore this in mind and considered that a suspension to the end of 2011 was appropriate. Without these other factors a considerably longer suspension would have been directed.

73. With respect to matters that dealt with the Member's gross failure to serve his client in both the DS and LS and AM files, his failure to follow accounting rules, and his failure to report in a timely and complete manner to the Law Society, we believe that the Member should be fined the sum of \$10,000.00. This sum is significant in the world of *Legal Profession Act* sanctioning, and serves to bear our condemnation of the Member's conduct.

74. We believe that the level of the Member's competence, particularly in the real estate area and in business practice management, is woeful. We believe that conditions should be placed on his ability to practice on reinstatement and he will therefore be restricted to a practice in criminal defence and personal injury until such time as he has satisfied the appropriate Law Society committees that he is competent to practice elsewhere.

75. The Member will pay half the actual costs of the hearing. The Member shall have one year from the time that he is eligible for reinstatement within which to pay the monetary sanctions and costs, the failure of which he will stand further suspended.

76. The Member may apply through the Executive Director for a further extension and the time in which to pay or for a further payment plan if that be necessary.

DATED this 21st day of December, 2011.

DOUGLAS A. MCGILLIVRAY, Q.C.

MIRIAM CAREY

ADAM LETOURNEAU