



## 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 JAMES T. MAH MING,  
a member of the Law Society of Alberta.**

### **Introduction**

1. The Hearing Committee of the Law Society of Alberta (LSA) held a hearing into the conduct of James T. Mah Ming, member on November 20, 21 and 22, 2007. The committee was comprised of Shirley Jackson, QC, elected Bencher, Chair, Dale Spackman, QC, elected Bencher and Yvonne Stanford, lay Bencher. The LSA was represented by James K. Conley. The member was present throughout and represented by P. Peacock, QC.

### **Jurisdiction and Preliminary Matters:**

2. Exhibits one through four, consisting of the Letter of Appointment of the Hearing Committee, the Notice to Solicitor, the Notice to Attend and the Certificate of Status of the Member, established jurisdiction of the committee.

### **Composition of committee:**

3. There was no objection by the member's counsel or counsel for the LSA regarding the membership of the committee.

### **Private v Public hearing:**

4. The Certificate of Exercise of Discretion was entered as exhibit five. Counsel for the LSA advised that the LSA did not receive a request for a private hearing, Counsel for the member concurred that there was no request for a private hearing, therefore the hearing was held in public.

## Exhibits

5. Exhibits 1-27 were entered by agreement. Throughout the Hearing, Exhibits 28-40 were entered and Exhibit 41 was entered after sanctions.

It is noted that Exhibit 21 consisted of 2 further binders with Exhibits 1-50

Exhibit 28: Undated 2003 Resolution of Shareholders of B...

Exhibit 29: March 11, 2003 Johnston Ming Manning Corporate Database Information

Exhibit 30: April 28, 2004 B... Minutes of Board of Directors Meeting

Exhibit 31: June 19, 2004 B... Minutes of Annual Meeting

Exhibit 32: November 10, 2000 filed excerpt of Articles /Incorporation Bylaws of B...

Exhibit 33: November 30, 2002 Minutes of Shareholders Meeting of B...

Exhibit 34: Undated 2002 Minutes of Annual General Meeting of Shareholders off B...

Exhibit 35: Undated 2001 Minutes of Annual General Meeting of Shareholders of B...

Exhibit 36: November 30, 2002 Minutes of Directors of B...

Exhibit 37: Undated 2002 Minutes of meeting of Directors of B...

Exhibit 38: Undated 2001 Minutes of meeting of Directors of B...

Exhibit 39: Curriculum Vitae of Roy Dennis Boettger, QC

Exhibit 40: Undated Notice to Directors of B... of a Meeting to be held on April 28, 2004

Exhibit 41: Estimated Statement of Costs of the Hearing

## Citations

6. The member faced the following citations:

**Citation 1:** **IT IS ALLEGED** that you failed to respond to the Law Society in a complete and appropriate manner, and that such conduct is conduct deserving of sanction.

**Citation 2:** **IT IS ALLEGED** that you failed to be candid with the investigator of the Law Society of Alberta, and that such conduct is conduct deserving of sanction.

**Citation 3:** **IT IS ALLEGED** that you failed to promptly render a final statement of account to your corporate client, and that such conduct is conduct deserving of sanction.

**Citation 4:** **IT IS ALLEGED** that you acted in a conflict of interest when continuing to act for both the corporation and your client, after disputes had arisen

between your client and M.T. and D.T., and that such conduct is conduct deserving of sanction.

**Citation 5: IT IS ALLEGED** that you failed to respond on a timely basis to communications from another lawyer, and that such conduct is conduct deserving of sanction.

**Citation 6: IT IS ALLEGED** that you acted in a conflict of interest in preparing and attending upon the execution of a will by your client, which designated a member of your family as a beneficiary, without first arranging for your client to obtain independent legal advice regarding that designation, and that such conduct is conduct deserving of sanction.

### **Chronology of Events**

7. The member had known JC since his childhood. He was the lawyer for the company B... since 2000 or 2001. The company had three Directors, the complainants MT and DT (brothers) and JC (cousin of the brothers). The three Directors were also Shareholders with the complainants, MT and DT, each having 25% of the shares and JC having 50% of the shares. It was incorporated to provide a tax shelter for JC's assets.
8. At some point the member took exception to the behaviour of MT and DT with respect to their relationship with their cousin. JC, although his observations are largely unsubstantiated. JC 's health began to fail in 2003.
9. The member gradually arranged matters so that he had care and control of JC's matters in both the company and personally including her Enduring Power of Attorney (the complainants previously had the power) and final say over her caregivers thus controlling access to JC and shutting out the complainants. The member obtained a Personal Directive He arranged a trip to a doctor for JC in June 2003 where he arranged to have another person named and eventually himself named as her personal representative and he was named the representative for her Enduring Power of Attorney.
10. The member rehired a caregiver that had been fired by the complainants. The locks to JC's house were changed and all the visits of DT and MT with JC were supervised and monitored by the caregiver. Most questions to JC were answered by referral to ask the member or she would ask the member.
11. The member arranged for a new will for JC. He attended at her residence October 26, 2003 and his wife (who is a doctor at the clinic at which he had the Enduring Power of Attorney signed) signed as the witness, he was named the executor and his brother was named as one of the beneficiaries. Previously in the will dated July 26, 2000, the two complainants had been the executors and main

beneficiaries of the will but now they were two of eight, one of which was the caregiver over which there was an issue.

12. JC received no independent legal advice before signing this will. The date of signing is written by hand with no initials.
13. The complainants felt that the member was not responding to them in their capacity as shareholders and directors of B... and that he was signing documents and doing real estate transactions without consulting them.
14. The complainants had asked the member to call an Annual General Meeting (AGM) however he did not do so. The Complainants then called a Directors Meeting and gave notice to the member and JC for April 28, 2004. The Directors Meeting was held and neither the member nor JC attended.
15. In May 2004 one of the complainants attended the office of the member and obtained the Minute Books of the company. He was surprised to find that JC had signed an undated document relating to a 2003 Annual General Meeting of the company whereby the two complainants were removed as Directors of the company.
16. The member testified that he was unsure whether these documents were created by his firm or how they came to be in the Minute Book which had been in his sole possession.
17. The complainants then called and gave notice of an AGM for June 19, 2004 and again neither the member nor JC attended. At this meeting JC was removed as a Director and new legal counsel, RE, was appointed. They notified the member and requested that he forward all files and funds held in trust for the company to their new legal counsel, RE. The member did not respond and did not comply. The member advised the LSA investigator that he believed that the AGM was not properly constituted and therefore invalid.
18. At the 2004 AGM that the member does not recognize, the Directors voted to provide JC \$20,000.00 a month for her care and without any accounting to the complainants or their counsel, the member removed this money from the company trust account each month thereafter.
19. In July 2004 the complainants attended as the sole Directors of the company at the company's branch bank, Community Savings and brought documents showing them as sole Directors of the company. The bank refused to honour their request. The member denied any involvement in this decision to refuse to comply with the complainants' request to the investigator for the LSA but an e-mail sent to the bank manager from the member dated December 23, 2004 stated that the funds might as well be released after threats of civil action against the bank were filed and stated that it was not worth the bother of a 'frivolous' lawsuit. Further, the

bank manager had contacted the member when the brothers attended the branch and the member advised the bank to 'proceed with caution' with respect to the members. The manager of the branch indicated he contacted the bank manager and was told that the member recommended that access to B... funds be denied to the complainants.

20. The complainants requested documents from the prior accountant for the company in order to file the corporate returns for 2004 and were told that he was unable to do so on instructions from the member. The member denied interfering in this matter but the accountant confirmed to the LSA that he had received such verbal instructions from the member.
21. To date of the Hearing the member had \$26, 000.00 of the company's money in his trust account.
22. July 2004 JC was hospitalized and the member's wife signed an order on the hospital chart banning DT and MT from visiting JC.
23. JC died in August 2004 and now there are ongoing disputes between the member and the complainants. The member takes the position that he always acted in the best interests of his former client, JC.
24. Upon the investigator for the LSA, DP, being appointed, the member was unable to show any correspondence with the complainants or their legal counsel, RE. The member was unable to show any accounting for the services that he had rendered to B.... He was unable to produce written authorization for the removal of company funds from trust, perhaps for the care of JC, after RE became the legal representative for the company.
25. The investigator for the LSA asked about the lack of communication with the two complainants and the member stated that he saw no need to speak with the complainants as the Project Manager was handling all the business matters and he dealt with him.
26. The member was interviewed by the investigator for the LSA on three separate occasions, August 15, 2005, August 26, 2005 and September 12, 2005. After the first interview he was required to review his file for any correspondence that indicated he responded to the two Directors or their lawyer.
27. At the second interview a number of issues were discussed
  - a. He agreed that he had transferred an 80 acre parcel owned by all three Directors to B... in error and he was advised to correct this and that the land should be transferred back in all three names. He did not do that. He could not produce any correspondence that he had replied to the two Directors or their counsel on this issue.

- b. He reiterated that he had not told the bank not to allow the brothers to have access to the funds despite the email. He denied he told the accountant not to deal with the two Directors despite the accountant stating that he did so advise him.
- c. DT stated he had repaid the mortgage to JC on property and asked the member to prepare a discharge but that was never done because the member could not confirm the repayment yet there was no correspondence with DT asking for confirmation.
- d. Monies loaned to the company by KS were transferred into the member's trust account rather than B... but the member could not produce correspondence from KS that these funds were to be transferred to the member's trust account rather than the company trust account. The brothers checked with KS and advised the member by letter that KS agreed that the money should be in trust for B....
- e. The member still held B... funds in his trust account despite the fact he was no longer the company lawyer. The member replied he was holding \$25, 350.63 in trust as there was a dispute over the company paying his legal fees for a number of files but there is no correspondence to any of the Directors or the new company lawyer RE to that effect. The member then stated he sent copies of invoices and his trust ledger to the accountant and thought that he would have provided them to the complainants and RE but did not provide copies of any invoices sent to the accountant.
- f. The member said he had specific instructions from the Project Manager of the company to make payments out of trust but the Project Manager confirmed that he did not authorize payments to JC.
- g. The member denied becoming angry when MT asked to see a copy of the Enduring Power of Attorney that he held on behalf of JC, he could not recall the specific meeting and denied that he would have been angry. But the Project Manager confirmed the meeting and that the member did become angry when MT made the request.
- h. The member did not attend the AGM on June 19, 2004 as he did not believe that he was given proper notice although RE asserts that proper notice was given. He did comply with one of the resolutions, to pay JC \$20,000 a month. He did not communicate his belief that the notice was not proper to the Directors or RE.
- i. The member did not forward documents to RE, the new company lawyer because he did not believe he received proper notice of the AGM.

- j. The member did not see a conflict or impropriety in his wife witnessing the will or with some of the named beneficiaries: with the caregiver (for whom he and his firm had acted), MA, the first person who held the EPA and agent for JC's Personal Directive and his brother.
  - k. The member did not produce responses to the 6 letters he received from RE
28. After the third interview the member was asked to respond with particular documents:
- a. He has not responded with any correspondence to support his position that he contacted DT with respect to his concerns as to whether or not full payment of the mortgage has been made.
  - b. He has indicated that he cannot recall how the document in the minute book of the 2003 AGM making JC the only Director and signed by her was created.
  - c. He has not provided copies of invoice accounts, outstanding or paid that he has sent B...., MT, DT or RE.
  - d. He has not provided documentation to show responses to correspondence from DT, MT or RE.
  - e. He has not provided documentation that KS provided instructions relative to disbursement and handling of the proceeds of the loan contrary to the understanding of MT and DT.
  - f. The member did provide documentation that largely consists of his notes to file but many are not specific enough to identify complete details of any contacts that were made. There are documents from lawyers of KS that appear to confirm that KS intended for funding from his loan to be directed to B... for their development projects which appears to support the view of the complainants.
29. The investigator for the LSA was told by the doctor who saw JC on the date the EPA was signed that a female was also there. The investigator called the member to inquire who the person was. The member said he would call the next day. He told the investigator that he was alone. But MA who was at first given the EPA indicated that she was present.

## **Findings of Fact**

### **Citation 1: Failure to respond to the LSA in a complete and appropriate manner.**

30. The LSA received the complaint against the member July 14, 2004. The LSA wrote the member July 27, 2004, attaching a copy of the complaint and requesting a reply by August 24, 2004. The member replied by a letter dated August 24, 2004. The LSA requested further information from the member and that he arrange to look at the Minute Book of B... and respond by November 19, 2004. The member replied by letter dated November 19, 2004, and with a correction November 26, 2004. But he had not looked at the Minute Book.
31. The LSA wrote the member December 14, 2004 requesting more information and asking when was he going to make an appointment to view the Minute Book of the company and to respond by January 3, 2005. The member responded January 19, 2005 and was uncertain about documents in the Minute Book.
32. The LSA wrote the complainants February 1, 2005 sending the correspondence from the member and asking for comments. The complainants replied February 18, 2005 and this letter does not appear to have been sent to the member for his response.
33. An investigation was conducted and a report with two large binders were generated. This material was given to the LSA January 18, 2006. A copy of the report along with the two exhibit binders of considerable size were sent to the member January 23, 2006 for his response within 14 days of his receipt of the materials.
34. February 3, 2006 the member advised the LSA that he had retained Patrick Peacock, QC and that he was preparing a response by February 24, 2006. February 11, 2006 Mr Peacock advised he required more time and his request was granted. He did respond to the LSA March 8, 2006.
35. In Exhibit 21 **Tab 1** the LSA in an internal memo dated March 1, 2005 indicated that the member had never responded to one of the allegations.

### **Citation 2: Failed to be candid with the investigator of the LSA**

36. Appointments were set up each time and documents were requested prior to the second and third meeting but they were not provided at the second or third meeting or sent to the investigator. The member was given a list of the items and documents that were of interest at the end of the first interview and second interview.



37. The member denied advising the bank to deny access to the bank accounts to MT and DT despite evidence that he did from the bank manager and the branch manager and the email from the member.
38. The member denied telling the accountant, TL, not to deal with MT and DT, the sole directors of the company at the time despite evidence from TL that the member did so direct him.
39. The member indicated that KS did not want the loan to the company in the company trust account despite a letter from the lawyer of KS to the contrary.
40. He was the company lawyer with control of the minute book and could not say whether the document making JC the sole director of the company in 2003 was a document from his firm.

**Citation 3: failed to promptly render a final statement of account to your corporate client**

41. The member did not promptly render a final statement of account to his corporate client and there is no evidence that a statement of account was rendered to the two Directors, MT and DT or the company lawyer, RE or the accountant. He still had a substantial amount of money in his trust account at the date of the hearing.

**Citation 4: Acted in a conflict of interest when continuing to act for both the corporation and your client, after disputes had arisen between your client and MT and DT**

42. B... had three Directors, MT, DT and JC and the three Directors were the shareholders with MT and DT each holding 25% and JC holding 50% of the shares. The member became the lawyer for the company in 2000.
43. In 2004, after the April Directors meeting where the member and JC were given notice but did not appear and the shares of JC were purchased, MT picked up the minute book for the company from the member's office. The member had been requested to cancel the shares of JC but had not done so. The Directors found a document signed by JC of which they were unaware, Resolutions of Shareholder, undated 2003 that made JC the sole director of the company that was signed by JC.(Exhibit 28)
44. No AGM was held in 2003. The member corresponded with the Project Manager of the company and did not return phone calls or communicate with MT and DT, two of the directors of the company. MT and DT called an Annual General Meeting of the Company in June 2004 with notice to JC and the member and neither one attended. At that meeting JC was removed as director, RE was appointed counsel for the company, a new bank and accountant were appointed and it was agreed that JC would be paid \$20,000 monthly. These minutes were

sent to the member and he disbursed the monthly payments without any authority as he was no longer the lawyer for the company. He did not turn over the files or the trust account in full or render a statement of account. He had no direct communication with the complainants.

45. He and his firm had acted for the caregiver with respect to her immigration issue. The complainants, MT and DT had fired the caregiver but the member took over JC's Enduring Power of Attorney from the brothers and her Personal Directive and reinstated the caregiver. At the time he had the EPA and PD for JC and was still the lawyer for the company and acting against the interests of MT and DT as Directors of the company.
46. The minute book had the minutes appointing JC as the sole director when all three had been directors and there was no notice to MT and DT.
47. The member was asked to discharge the mortgage from JC on DT's property as DT had repaid the mortgage but he did not do so because he wanted proof of payments. However he never requested the proof nor advised DT that he required proof.

**Citation 5: Failed to respond on a timely basis to communications from another lawyer**

48. RE was the lawyer for MT and DT and at the June 19, 2004 AGM he was appointed the lawyer for B.... The Property Manager, FL, did attend the AGM.
49. April 26, 2004 RE wrote to the member on behalf of MT and DT with regard to a problem with a land transfer to B... and did not receive a reply and no transfer was ever registered by the member. Exhibit 21: Exhibit 28 & 39;
50. May 28, 2004 B... wrote the member regarding the shares of JC and the status of funds of the KS business loan. Exhibit 21: Exhibits 37 & 39 **Tab 2** No reply was received, and no transfer of the shares was done.
51. The member was sent a letter from B..., MT and DT June 21, 2004 regarding results of B...'s AGM held June 19, 2004 and asking that all files and trust funds regarding B... be forwarded to the company lawyer, RE. There was no reply and no files were received by RE.
52. The member wrote to RE July 26, 2004 enclosing a cheque for some of the trust funds for the loan from KS with invoices that were to be paid and tax notices. Exhibit 21 Exhibit 15.
53. RE wrote the member August 26, 2004 enclosing invoices that were to be paid. The member wrote RE and indicated he had paid one invoice and enclosed a trust

cheque for the rest of the invoices. He indicated that he held the balance to pay outstanding accounts of the company and liabilities for the estate of JC.

54. August 31, 2004 RE wrote the member on behalf of the company requesting a complete statement of the trust account and to confirm that no trust funds were to be disbursed without approval from B... officers. No reply was received and no account for the trust funds was received. Disbursements were made without approval by the Directors. Exhibit 21: Exhibit 39 **Tab 3**
55. October 1, 2004 RE wrote the member relative to correspondence of MT requesting company files. No reply and no files were received. Exhibit 21: Exhibit 39 **Tab 4**
56. October 18, 2004 RE wrote the member requesting a copy of the Last Will and Testament of JC. No reply was received from the member but one was received from his counsel, P. Peacock, QC. Exhibit 21: Exhibit 39 **Tab 5**
57. November 5, 2004 RE wrote the member regarding C... sale and requested that the funds held in trust be forwarded. No reply was received Exhibit 21: Exhibit 39 **Tab 6**
58. RE was never advised that the member was taking the position that the AGM was not valid because the member thought that proper notice had not been given.
59. There were 5 letters sent to the member from counsel for B... that required responses and the member did not respond to these letters or comply with the requests in these letters. Ultimately, counsel for the member sent RE a copy of the Last Will and Testament. Exhibit 21: Exhibit 39

**Citation 6: the member acted in a conflict of interest in preparing and attending upon the execution of a will by your client which designated a member of your family as a beneficiary, without first arranging for your client to obtain independent legal advice regarding that designation**

60. RB, a barrister and solicitor and a member of the LSA practicing since 1974 was tendered as an expert in the area of estate planning and the administration, drafting and execution of wills. He testified that if it was clear what the reason was for the bequest and the testator/testatrix did not wish to have independent legal advice he would not insist upon it.
61. The Code of Professional Conduct Chapter 6 Rule 9 and the commentary are as follows:

**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.**

Commentary... **Therefore, a lawyer must refuse to draft any instrument effecting a gift or bequest to the lawyer or to a related person or affiliated entity of the lawyer.**

Moreover, a lawyer must refuse to accept a gift that is other than nominal unless the client has clearly received adequate independent advice.

62. In this case JC was elderly, was in ill health, part of her care included morphine and the member was acting for her on her PD and EPA and in her capacity as a Director of a company where he was not communicating with the other two directors who had been the executors of her will and the beneficiaries. She received no independent legal advice and there is no evidence that she was advised that she should receive independent legal advice.

### **Decision as to Citations**

63. The Panel follows **Ringrose v College of Physicians and Surgeons of Alberta**<sup>1</sup> as to the burden of proof:

‘The burden of proof ... is to establish the guilt charged against a practitioner by a fair and reasonable preponderance of credible testimony, the tribunal of fact being entitled to act upon a balance of probabilities.’

‘...The cogency of the evidence required to satisfy the burden of proof by a preponderance of probability may vary, however, according to the nature of the issue with respect to which that burden must be met.’

‘...The case may be proved by a preponderance of probability, but there may be degrees of probability within that standard. The degree depends on the subject-matter. A civil court, when considering a charge of fraud, will naturally require a higher degree of probability than that which it would require if considering whether negligence were established.’

64. **With respect to Citation 1**, failing to respond to the LSA in a complete and appropriate manner we find that his conduct is not conduct deserving of sanction.
65. The member did reply, albeit piecemeal. When the largest amount of materials was sent to the member for his response, his lawyer replied and no further requests were made. In one of the internal LSA documents it was stated that the member never responded to one allegation but this comment was never forwarded to the member for a response and in the last request from the LSA

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<sup>1</sup> Ringrose v CPS of Alberta [1978] 2 WWR 534 ABCA

there was just a general request to reply to a large number of documents sent to him. When his counsel replied there were no further requests. Although the panel agrees that failing to respond to the LSA in a complete and appropriate manner is required, in this case the panel does not find that this conduct is conduct deserving of sanction due to the general request requiring a response. The panel finds that this citation has not been made out on the burden of proof set out in *Ringrose, supra*.

66. **With respect to Citation 2** it is alleged that you failed to be candid with the investigator of the LSA and we find that this Citation has been proven and that this conduct is conduct deserving of sanction.
67. **With respect to Citation 3**, it is alleged that you failed to promptly render a final statement of account to your corporate client and we find that this Citation has been proven and that this conduct is conduct deserving of sanction.
68. **With respect to Citation 4**, it is alleged that you acted in a conflict of interest when continuing to act for both the corporation and the client, after disputes had arisen in your mind between your client, JC, personally and as a Director of B... and B... and MT and DT as directors of B... and that such conduct was conduct deserving of sanction.
69. **With respect to Citation 5**, it is alleged that you failed to respond on a timely basis to communications from another lawyer and we find that this Citation has been proven and that such conduct is conduct deserving of sanction.
70. The Panel finds that there were 5 letters sent by RE to you on behalf of MT and DT and the company that required a response and that you failed to respond.
71. **With respect to Citation 6**, it is alleged that you acted in a conflict of interest in preparing and attending upon the execution of a will by your client that designated a member of your family as a beneficiary without first arranging for your client to obtain independent legal advice regarding that designation and we find that this Citation has been proven and that such conduct is conduct deserving of sanction.

### **Sanction and Orders**

72. The member has no prior record and has been a member of the LSA for 43 years, and a partner with a well respected Red Deer firm.
73. LSA counsel argued that Citation 2 and Citation 4, the failure to be candid with the investigator of the LSA and the failure to recognize and failure to cease to act in a conflict of interest charge, are very serious citations. Counsel submitted that although these are very serious matters the Member's good conduct record over the many years he has practiced would suggest that a reprimand with large fines

for these two citations as well as an order for costs would be the appropriate sanction.

74. Counsel for the Member argued that none of the member's actions in this matter were for his own self improvement nor for a financial or other interest. At all times he was endeavouring to protect JC. He submitted that he disbursed the trust proceeds that were in his possession as he was directed. He further submitted that his actions did not affect or harm the complainants. He submitted that if the member had submitted his statement of account it would likely have resulted in another citation. The money had been held in his trust account and there was no harm to anyone other the fact that there would be interest owing. He submitted that the appropriate remedy for this mistake was a reprimand and an order for payment of a portion of the costs.
75. The Hearing Panel determined that the appropriate sanction would be a reprimand and the actual costs of the Hearing. No fine was imposed due to the significant costs of the Hearing and due to the fact that no financial harm has occurred to the company in that no funds were mishandled.
76. The Chair then gave the reprimand. If members are not candid with the LSA investigator the LSA is unable to govern as a self-regulating body and that does not instil confidence in the public that the LSA is able to perform its proper function. It is difficult to see how the member did not recognize the conflict of acting for one of the Directors, JC, of the Company as well as in her personal capacity, to the exclusion of the other two Directors, MT and DT, of the Company. It did affect or harm the complainants as it destroyed their relationship with their relative, JC, and it caused them to hire another lawyer. The member failed to communicate in a proper manner with the new company counsel, also to the detriment of the complainants. No harm was done to the financial affairs of the company but this was only determined by the Hearing and the matter could have been determined if the member had dealt with all three Directors equally, with the new counsel and by issuing a timely statement of accounts. Preparing the will of JC that benefited the member's brother, without proper independent legal advice, contravened the Code of Professional Conduct of the LSA and will likely lead to further litigation.

### **Concluding Matters**

77. The member has 60 days from the date of receipt by the member of the final statement of costs, to pay the actual costs of the Hearing.
78. The Hearing and the Exhibits are open to the public with the redaction of the names.

- 79. There will be no notice to the Profession.
- 80. There will not be a referral to the Attorney General.

Dated this 16th day of June, 2008

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Shirley Jackson, QC – Chair and Bencher

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Dale Spackman, QC – Bencher

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Yvonne Stanford - Bencher