

The Solicitors Complaints Tribunal

find ourselves in possession of sufficient evidence to satisfy ourselves that the comment was made recklessly or uncaring as to accuracy.

In relation to charge 8, we accept the submissions on behalf of the Society. We believe that the practitioner did have in the circumstances, an obligation to render the client a bill of costs in the form requested covering all work for the client, and we find charge 8 proved. We find that the practitioner was in breach of his duty as a solicitor and in breach of his duty to maintain reasonable standards of competence and diligence.

In relation to charge 9, we are not prepared to find on the appropriate standard of proof that the practitioner is guilty of charging excessive fees.

In the circumstances, given the charges proved, we find the practitioner guilty of professional misconduct.

In assessing penalty, we have taken into account the authorities provided to us. We have also taken into account the practitioner's long period of unblemished practice, the references provided and the fact that there is no real evidence of fraudulent behaviour or attempting to profit from his behaviour.

At the end, however, the matters of which he has been found guilty relate to trust account breaches, failure to co-operate with the Society and ignoring the interest and concerns of clients. All of these are fundamental to the administration of the legal system in this state and have to be taken seriously.

In the Matter of Michael Morrison Quinn

Case No: SCT/49
Date of Hearing: 18 May 2001
Appearing Before: Mrs C C Endicott (Chair)
Mr G C Fox
Ms D A Wilson (Lay Member)
Penalty: Suspended for 6 months and fined \$15,000.00

Charges

1. DB

On 9 July 1998 when his firm was acting for DB in a matrimonial matter, the solicitor, in breach of s.8 of the *Trust Accounts Act 1973* caused the sum of \$7,050 to be transferred from the client's individual trust ledger account to his firm's general account when he was not authorised by law so to do.

Particulars

- 1.1 At all material times the solicitor was a partner of Quinn & Scattini ('the firm') which acted for DB ('the client') in a matrimonial matter.
- 1.2 On 12 June 1998 the solicitor's firm delivered an account for costs and outlays to the client in the sum of \$3,500.90. The account set out details of work done by the firm during the period from 2 April 1998 (the commencement of the matter) to 4 June 1998.
- 1.3 On the same day, 12 June 1998, the solicitor caused the sum of \$3,500.90 to be transferred from the

client's individual trust ledger account into his firm's general account in payment of the said account.

- 1.4 On 9 July 1998 the solicitor's firm prepared, but did not send to the client, an account for costs and outlays totalling \$7,600 which account contained no details of the work done, nor the period purportedly covered by any said work.
- 1.5 That same day, 9 July 1998, the solicitor caused the sum of \$7,600 to be transferred from the client's individual trust ledger account into his firm's general account.
- 1.6 At the time of the said transfer of \$7,600, the solicitor's firm was entitled to transfer the sum of \$550 in payment of an account dated 9 April 1998 for an unrelated matter (file number 980323). In respect of the transfer of the balance sum of \$7,050 (\$7,600 minus \$550) the solicitor's firm had not been authorised in writing within s.8(1)(c) of the *Trust Accounts Act 1973* and was not otherwise authorised by law to effect the transfer.
- 1.7 Subsequent to 9 July 1998 the solicitor's firm delivered to the client, accounts for costs and outlays as follows:

Date	Amount	Period covered by Account
31.08.98	\$3,034.95	11.06.98 to 26.08.98
22.02.99	\$2,138.85	31.08.98 to 11.02.99

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13.07.99	\$3,460.35	(excluding outlays of \$1,063 shown on account but paid directly from trust) 22.02.99 to 08.07.99
14.09.99	<u>\$6,827.15</u>	(excluding outlays of \$2,800 shown on the account but paid directly from trust) 10.07.99 to 03.09.99
Total	<u>\$15,461.30</u>	

1.8 Between 9 July 1998 and 23 July 2000 the solicitor caused the following transfers to be made from the client's individual trust ledger account in payment of costs and outlays:

Date	Amount
29.07.98	\$3,684.10
11.02.99	\$3,584.95
22.02.99	\$2,138.85
01.07.99	\$1,653.20
31.12.99	\$1,489.85
04.02.00	<u>\$2,710.15</u>
Total	<u>\$15,261.10</u>

1.9 As a result of the above the solicitor's firm had the benefit of:

- (i) client trust moneys of \$7,050 for a little more than 1 year 2 months, from 9 July 1998 to 13 September 1999 (the day before the delivery of the account in the sum of \$6,827.15); and
 - (ii) client trust moneys of \$6,849.80, calculated as follows, from 14 September 1999 to 23 July 2000 (a little more than 10 months):
- | | |
|--|--------------------|
| Improperly paid 9.07.98 | \$7,050.00 |
| Plus: payments for accounts delivered after 11.06.98 | <u>\$15,261.10</u> |
| | \$22,311.10 |
| Less: total amount of accounts delivered after 11.06.98 | <u>\$15,461.30</u> |
| | <u>\$6,849.80</u> |

1.10 On 24 July 2000 the solicitor's firm delivered to the client, an account for costs and outlays in the sum of \$3,497.

1.11 As a result of the above the solicitor's firm had the benefit of client trust moneys of \$3,352.80, calculated as follows, from 24 July 2000 to 2 October 2000 (a little more than two months):

Client trust moneys improperly held as at 23 July 2000	\$6,849.80
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Less costs and outlays billed 23 July 2000	<u>\$3,497.00</u>
Total	<u>\$3,352.80</u>

1.12 On 3 October 2000, the solicitor's firm delivered to the client an account for costs and outlays in the sum of \$2,228.55 and paid the sum of \$1,124.25 from its general account to its trust account to the credit of the client's individual trust ledger account.

2. PR

Between 12 August 1999 and 13 January 2000, when his firm was acting for PR in a matrimonial matter, the solicitor in breach of s.7 of the *Trust Accounts Act 1973*, failed to pay trust moneys totalling \$3,791.45 into his firm's general trust account.

Particulars

- 2.1 At all material times the solicitor was a member of Quinn & Scattini solicitors ('the firm') which acted for PR ('the client') in a matrimonial matter.
- 2.2 On 21 July 1999 the solicitor's firm received from the client into its general account payment of \$4,900 by way of American Express credit card for future costs and outlays which payment constituted trust moneys within the meaning of that term in the *Trust Accounts Act 1973*.
- 2.3 At the time of receipt of the said moneys, by virtue of a ruling of the Council of Queensland Law Society, the solicitor's firm was prohibited from receiving credit card payments into its general trust account.
- 2.4 Upon receipt of the said credit card payment into his firm's general account, the solicitor should have then facilitated the transfer of those trust moneys into his firm's general trust account for the credit of his client's individual trust ledger account which he failed to do.
- 2.5 On 4 August 1999 the solicitor's firm rendered an account to the client for costs and outlays totalling \$5,108.55
- 2.6 As a result of the rendering of the account for \$5,108.55 and the receipt of the said sum of \$4,900 on account of future costs and outlays, the solicitor's firm was then owed \$208.55 (\$5,108.55 - \$4,900).
- 2.7 On 12 August 1999, the solicitor's firm received from the client into its general account payment of \$4,000 by way of American Express credit card for future costs and outlays which payment constituted trust moneys within the meaning of that term in the *Trust Accounts Act 1973*.
- 2.8 As a result of that said payment, the solicitor's firm was then holding client trust moneys of \$3,791.45

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(\$4,000 - \$208.55) which moneys the solicitor should have paid into his firm's general trust account to the credit of the client's individual trust ledger account but which he failed to do.

- 2.9 On 14 January 2000 the solicitor's firm rendered an account to the client for costs and outlays totalling \$1,981.70.
- 2.10 As a result of the above the solicitor's firm had the benefit of client trust moneys in the sum of \$3,791.45 (\$4,000 - \$208.55) from 12 August 1999 to 13 January 2000 (5 months).

3. PR

Between 12 August 1999 and 12 July 2000, when his firm was acting for PR in a matrimonial matter, the solicitor, in breach of s.7 of the *Trust Accounts Act 1973*, failed to pay trust moneys totalling \$1,900.00 into his firm's general trust account.

Particulars

- 3.1 At all material times the solicitor was a member of Quinn & Scattini, solicitors ('the firm') which acted for PR ('the client') in a matrimonial matter.
- 3.2 On 21 July 1999 the solicitor's firm received from the client into its general account payment of \$4,900 by way of American Express credit card for future costs and outlays which payment constituted trust moneys within the meaning of that term in the *Trust Accounts Act 1973*.
- 3.4 At the time of receipt of the said moneys, by virtue of a ruling of the Council of Queensland Law Society, the solicitor's firm was prohibited from receiving credit card payments into its general trust account.
- 3.5 Upon receipt of the said credit card payment into the firm's general account, the solicitor should have then facilitated the transfer of those trust moneys into the firm's general trust account for the credit of his client's individual trust ledger account which he failed to do.
- 3.6 On 4 August 1999 the solicitor's firm rendered an account to the client for costs and outlays totalling \$5,108.55.
- 3.7 Of that account, \$1,900 represented unexpended outlays namely counsel's fees of \$1,900 owing to PS.
- 3.8 As a result of the rendering of the account for \$5,108.55 and the receipt of the said sum of \$4,900 on account of future costs and outlays, the solicitor's firm was then owed \$208.55 (\$5,108.55 - \$4,900).
- 3.9 On 12 August 1999, the solicitor's firm received from the client into its general account payment of \$4,000 by way of American Express credit card for

future costs and outlays which payment constituted trust moneys within the meaning of that term in the *Trust Accounts Act 1973*.

- 3.10 As a result of that said payment, the solicitor's firm had then been paid \$3,791.45 (\$4,000-\$208.55) more than the account to the client for costs and outlays.
- 3.11 On 13 August 1999, the solicitor caused a general account cheque for \$1,900 in favour of PS to be drawn but did not deliver the cheque to her until on or about 3 July 2000 when the cheque was presented and paid.
- 3.12 As a result of the above, the solicitor's firm had the benefit of client trust moneys of \$1,900 from 12 August 1999 until 2 July 2000 (more than 10 months).

4. PR

Between 24 November 1999 and 12 July 2000, when his firm was acting for PR in a matrimonial matter, the solicitor, in breach of s.7 of the *Trust Accounts Act 1973*, failed to pay trust moneys totalling \$2,600 into his firm's general trust account

Particulars

- 4.1 At all material times the solicitor was a member of Quinn & Scattini, solicitors ('the firm') which acted for PR ('the client') in a matrimonial matter.
- 4.2 On 16 November 1999 the solicitor's firm rendered an account to the client for costs and outlays totalling \$9,198.90 of which amount the sum of \$2,600 represented unexpended outlays being counsel's fees due to RG.
- 4.3 On 24 November 1999 the solicitor's firm received \$9,198.90 from the client in payment of the said account dated 16 November 1999 which moneys were paid into the solicitor's firm's general account.
- 4.4 Of that sum of \$9,198.90, \$2,600 represented unexpended outlays namely counsel's fees of \$2,600 owed to RG which moneys were trust moneys within the meaning of that term in the *Trust Accounts Act 1973* and should have been paid into the solicitor's firm's general trust account to the credit of the client's individual trust ledger account. That was not done.
- 4.5 That same day, 24 November 1999, the solicitor caused a general account cheque for \$2,600 in favour of RG to be drawn but the cheque was not delivered to him until on or about 4 July 2000 when the cheque was presented and paid.
- 4.6 As a result of the above, the solicitor's firm had the benefit of client trust moneys of \$2,600 from 24 November 1999 until 12 July 2000 (more than 7 months).

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5. PR

Between 14 January 2000 and 13 July 2000 when his firm was acting for PR in a matrimonial matter, the solicitor, in breach of s.7 of the Trust Accounts Act 1973, failed to pay trust moneys totalling \$1,809.75 into his firm’s general trust account.

Particulars

- 5.1 At all material times the solicitor was a member of Quinn & Scattini solicitors (‘the firm’) which acted for PR (‘the client’) in a matrimonial matter.
- 5.2 On 21 July 1999 the solicitor’s firm received from the client into its general account payment of \$4,900 by way of American Express credit card for future costs and outlays which payment constituted trust moneys within the meaning of that term in the *Trust Accounts Act 1973*.
- 5.3 At the time of receipt of the said moneys, by virtue of a ruling of the Council of Queensland Law Society, the solicitor’s firm was prohibited from receiving credit card payments into its general trust account.
- 5.4 Upon receipt of the said credit card payment into his firm’s general account, the solicitor should have then facilitated the transfer of those trust moneys into his firm’s general trust account for the credit of his client’s individual trust ledger account which he failed to do.
- 5.5 On 4 August 1999 the solicitor’s firm rendered an account to the client for costs and outlays totalling \$5,108.55.
- 5.6 As a result of the rendering of the account for \$5,108.55 and the receipt of the said sum of \$4,900 on account of future costs and outlays, the solicitor’s firm was then owed \$208.55 (\$5,108.55 – \$4,900).
- 5.7 On 12 August 1999, the solicitor’s firm received from the client into its general account payment of \$4,000 by way of American Express credit card for future costs and outlays which payment constituted trust moneys within the meaning of that term in the *Trust Accounts Act 1973*.
- 5.8 As a result of that said payment, the solicitor’s firm was then holding client trust moneys of \$3,791.45 (\$4,000 – \$208.55) which moneys the solicitor should have paid into his firm’s general trust account to the credit of his client’s individual trust ledger account but which he failed to do.
- 5.9 On 14 January 2000 the solicitor’s firm rendered an account to the client for costs and outlays totalling \$1,981.70.

5.10 As a result of the above the solicitor’s firm had the benefit of client trust moneys in the sum of \$1,809.75 (\$3,791.45 – \$1,981.70) from 14 January 2000 to 13 July 2000 (6 months).

5.11 On 14 July 2000 the solicitor’s firm rendered an account to the client for costs and outlays totalling \$2,156.35.

6. PC

On 5 October 1999, when his firm was acting for PC in a personal injuries claim, the solicitor in breach of s.8 of the *Trust Accounts Act 1973* caused the sum of \$7,324.56 to be transferred from the client’s individual trust ledger account into his firm’s general account when he was not authorised by law so to do.

Particulars

- 6.1 At all material times the solicitor was a member of Quinn & Scattini (‘the firm’) which acted for PC (‘the client’) in a personal injuries claim.
- 6.2 On 4 October 1999 the solicitor’s firm rendered an account to its client totalling \$51,272.28 comprising costs of \$22,803.73 expended outlays of \$14,136.80 and unexpended outlays of \$14,331.75.
- 6.3 On 5 October 1999 the solicitor caused the sum of \$44,265.09 to be transferred from the client’s individual trust ledger account to his firm’s general account in part payment of the said account of \$51,272.28 dated 4 October leaving \$7,007.19 outstanding (\$51,272.28 – \$44,265.09).
- 6.4 Of the said sum of \$44,265.09 transferred, the amount of \$7,324.56 represented unexpended outlays calculated as follows:

Unexpended outlays	
Report fee owed to VAs	\$2,010.00
Fees due to client’s previous solicitors Ms	<u>\$12,321.75</u>
	\$14,331.75
Less: unpaid balance of Bill of Costs as above	<u>\$7,007.19</u>
	<u>\$7,324.56</u>
- 6.5 As at the date of the said transfer on 5 October 1999 the solicitor’s firm had not expended the said outlays of \$7,324.56 as contemplated by s.8(1)(c)(iii) of the *Trust Accounts Act 1973* and was not otherwise authorised by law to effect the transfer.

6.6 On the same day as the transfer, 5 October 1999, the solicitor caused to be drawn on his firm’s general account 2 cheques, one for \$2,010 in favour of VAs and one for \$12,321.75 in favour of Ms (a total of

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\$14,331.75) to facilitate payment of the unexpended outlays in paragraph 6.4.

6.7 The said cheques referred to in paragraph 6.6 were not delivered to the payees until on or about 12 July 2000. The cheque for \$2,010 in favour of VAs was presented and paid on 12 July 2000. The cheque for \$12,321.75 in favour of Ms was presented and paid on 13 July 2000.

6.8 The effect of the above is that the solicitor's firm had the benefit of trust moneys totalling \$7,324.56 from the date of the trust transfer on 5 October 1999 to 12 July 2000 (9 months 1 week).

7. Estate DK

Between 1 April 1998 and 4 November 1999 when his firm was acting in the administration of the Estate DK deceased, the solicitor, in breach of s.8 of the *Trust Accounts Act 1973* caused the sum of \$12,774.37 to be transferred from the client's individual trust ledger account to his firm's general account when he was not authorised by law so to do.

Particulars

7.1 At all material times the solicitor was a member of Quinn & Scattini solicitors ('the firm') which acted for JK ('the client') in relation to the administration of the estate of the late DK.

7.2 During the period 17 April 1998 to 29 May 1999 the solicitor's firm caused the following accounts of costs and outlays to be rendered to the client:

Date	Amount
17.04.98	\$2,369.70
21.08.98	\$4,634.80
18.02.99	\$1,799.00
29.05.99	\$1,606.00
Total	<u>\$10,409.50</u>

7.3 In addition to the costs and outlays the subject of the abovementioned accounts, the solicitor's firm paid the following disbursements on behalf of the client from its general account for which it was entitled to be reimbursed from client trust funds pursuant to s.8(1)(c)(iii) of the *Trust Accounts Act 1973*:

Date	Description	Amount
15.12.98	Telstra Share Instalment	\$35.13
11.01.99	Telstra Share Instalment	<u>\$5,538.51</u>
Total		<u>\$5,573.64</u>

7.4 Accordingly, the solicitor's firm was entitled to be paid the total of all accounts of costs and outlays rendered namely \$10,409.50 (paragraph 7.2) and the abovementioned expended outlays of \$5,573.64 (paragraph 7.3) a total of \$15,983.14.

7.5 Notwithstanding an entitlement to only \$15,983.14, the solicitor caused the following payments to be made from his client's individual trust ledger account:

(i) Trust Funds transferred purportedly in payment of costs and outlays rendered:

Date	Amount
01.04.98	\$2,000.00
08.04.98	\$2,000.00
12.06.98	\$500.00
29.07.98	\$8,000.00
12.01.99	\$3,000.00
18.02.99	\$1,799.00
04.03.99	\$3,000.00
31.05.99	\$150.36
02.07.99	\$39.00
04.11.99	<u>\$1,300.00</u>
Total	<u>\$21,788.36</u>

(ii) 04.02.99 Trust transfer by way of reimbursement for outlays from general account Telstra share instalment

(paragraph 7.3) \$5,538.51

Total \$27,326.87

7.6 In relation to the difference between the total trust moneys of \$27,326.87 transferred to the firm's general account (paragraph 7.5) and the true entitlement of the solicitor's firm of \$15,983.14 (paragraph 7.4), namely the sum of \$11,343.73, the solicitor was not authorised by law to transfer that amount from his firm's general trust account and hold the money in his firm's general account.

7.7 As a result of the above, the solicitor's firm had the benefit of client trust moneys of \$11,343.73 from 4 November 1999 to 28 September 2000 (a little less than 11 months).

7.8 On 29 September 2000 the solicitor's firm delivered to the client an account for costs and outlays in the sum of \$1,203.60 and paid the sum of \$10,140.13 from its general account to its trust account to the credit of the client's individual trust ledger account.

8. BRR

On 12 November 1999 when his firm was acting for BRR in a professional negligence claim the solicitor, in breach of s.8 of the *Trust Accounts Act 1973*, caused the sum of \$3000 to be transferred from the client's individual trust ledger account to his firm's general account when he was not authorised by law so to do.

Particulars

8.1 At all material times the solicitor was a member of Quinn & Scattini solicitors ('the firm') which acted

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for BRR ('the client') in a professional negligence claim.

- 8.2 On 5 October 1999, the solicitor's firm received the sum of \$3,000 on account of counsel's fees for PK which sum was paid into the firm's general trust account to the credit of the client's individual trust ledger account.
- 8.3 On 12 November 1999, the solicitor, in breach of s.8 of the *Trust Accounts Act 1973*, paid the said sum of \$3,000 into his firm's general account and on the same day drew a cheque for \$3,000 on his firm's general account in favour of PK but did not deliver it to him.
- 8.4 At the time of the transfer of the said sum of \$3,000 from the client's individual trust ledger account to the firm's general account on 12 November 1999, the solicitor's firm had not expended that amount from its general account on behalf of the client as contemplated by s.8(1)(c)(iii) of the *Trust Accounts Act 1973* and was not otherwise authorised by law so to effect the transfer.
- 8.5 On 22 August 2000 the solicitor's firm paid the sum of \$3,000 from its general account to its trust account to the credit of the client's individual trust ledger account.
- 8.6 As a result of the above, the solicitor's firm had the benefit of the said \$3,000 client trust moneys from 12 November 1999 to 21 August 2000 (a little more than 9 months).

9. R & GC

On 16 November 1999 when his firm was acting for R & GC in relation to an easement matter the solicitor, in breach of s.8 of the *Trust Accounts Act 1973* caused the sum of \$525 to be transferred from the clients' individual trust ledger account to his firm's general account when he was not authorised by law so to do.

Particulars

- 9.1 At all material times the solicitor was a member of Quinn & Scattini solicitors ('the firm') which acted for R & GC ('the clients') in an easement matter.
- 9.2 On 16 November 1999 the solicitor caused to be transferred from the clients' individual trust ledger account to his firm's general account the amount of \$525 purportedly in payment of a valuation fee due to S.
- 9.3 At the time of the said trust transfer, the solicitor's firm had not expended moneys from its general account to pay the valuation fee as contemplated by s.8(1)(c)(iii) of the *Trust Accounts Act 1973*, and was not otherwise authorised by law to effect the transfer.

9.4 The same day as the trust transfer, 16 November 1999, the solicitor caused a cheque for \$525 to be drawn on his firm's general account in purported payment of S's fee but that cheque was not delivered to S until on or about 3 August 2000 when it was resented and paid.

9.5 As a result of the above, the solicitor's firm has had the benefit of client trust moneys of \$525 from 16 November 1999 to 2 August 2000 (more than 8 months).

10 JFS

On 19 November 1999 when his firm was acting for JFS in a personal injuries matter, the solicitor, in breach of s.8 of the *Trust Accounts Act 1973*, caused the sum of \$4,700 to be transferred from the client's individual trust ledger account to his firm's general account when he was not authorised by law so to do.

Particulars

- 10.1 At all material times the solicitor was a member of Quinn & Scattini ('the firm') which acted for JFS ('the client') in a personal injuries matter.
- 10.2 On 19 November 1999 the solicitor caused \$37,702.23 to be transferred from his client's individual trust ledger account to his firm's general account which sum included \$4,700 of unexpended outlays namely counsel's fees owing to FF.
- 10.3 At the time of the transfer of the said sum of \$4,700 the solicitor's firm had not expended the said sum of \$4,700 from its general account as contemplated by s.8(1)(c)(iii) of the said Act and was not otherwise authorised by law to effect the transfer.
- 10.4 The same day, 19 November 1999, the solicitor caused a cheque for \$4,700 in favour of the counsel FF to be drawn on his firm's general account in purported payment of the outstanding counsel's fees but the cheque was not delivered to counsel until on or about 11 July 2000 when it was presented and paid.
- 10.5 As a result of the above the solicitor's firm had the benefit of client trust moneys of \$4,700 from 19 November 1999 to 10 July 2000 (almost 8 months).

11. CM

Between 6 December 1999 and 16 March 2000, when his firm was acting for CM in a personal injuries claim, the solicitor, in breach of s.8 of the *Trust Accounts Act 1973*, caused the sum of \$16,529.72 to be transferred from the client's individual trust ledger account to his firm's general account when he was not authorised by law so to do.

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Particulars

11.1 At all material times the solicitor was a member of Quinn & Scattini ('the firm') which acted for CM ('the client') in a personal injuries claim.

11.2 Between 6 December 1999 and 16 March 2000, the solicitor caused to be transferred from the client's individual trust ledger account to his firm's general account the following amounts for the following purposes:

Date	Purpose	Amount
06.12.99	Medical Report fee (M)	\$1,104.00
06.12.99	Medical Report fee (Co)	\$960.00
06.12.99	Medical Report fee (Cu)	\$700.00
06.12.99	Rockhampton Town Agent fee (K C & H)	\$831.25
09.12.99	Counsel's fees (PD)	\$4,000.00
19.01.00	Counsel's fees (PD)	\$6,534.47
16.03.00	Counsel's fees (PD)	<u>\$2,400.00</u>
	Total	<u>\$16,529.72</u>

11.3 At the time of each of the above trust transfers the solicitor's firm had not paid the abovementioned outlays on behalf of the client from its general account as contemplated by s.8(1)(c)(iii) of the *Trust Accounts Act 1973* and was not otherwise authorised by law to effect the transfers.

11.4 In relation to each of the abovementioned trust transfers, on the same day as each transfer, the solicitor caused to be drawn on his firm's general account a cheque in favour of each of the abovementioned creditors but the cheques were not delivered to the payees until on or about the following dates when they were presented and paid:

Date of issue	Purpose	Amount	Date Paid
06.12.99	Medical Report fees (M)	\$1,104.00	05.07.00
06.12.99	Medical Report fee (Co)	\$960.00	06.07.00
06.12.99	Medical Report fee (Cu)	\$700.00	10.07.00
06.12.99	Rockhampton town agent fee (K C & H)	\$831.25	07.07.00
09.12.99	Counsel's fees (PD)	\$4,000.00	31.08.00
19.01.00	Counsel's fees (PD)	\$6,534.47	24.11.00
16.03.00	Counsel's fees (PD)	<u>\$2,400.00</u>	
		<u>\$16,529.72</u>	25.08.00

11.5 As a result of the above the solicitor's firm had the benefit of client trust moneys totalling \$16,529.72 for the following periods:

Date	Purpose	Amount	Period
06.12.99	Medical Report fee (M)	\$1,104.00	6.12.99 to 4.07.99 (almost 7mths)
06.12.99	Medical Report fee (Co)	\$960.00	6.12.99 to 6.07.00 (7 months)
06.12.99	Medical Report fee (Cu)	\$700.00	6.12.99 to 10.07.00 (a little more than 7 mths)
06.12.99	Rockhampton Town Agent fee (K C & H)	\$831.25	6.12.99 to 7.07.00 (7 mths)
09.12.99	Counsel's fees (PD)	\$4,000.00	9.12.99 to 31.08.00 (almost 9 mths)
19.01.00	Counsel's fees (PD)	\$6,534.47	19.01.00 to 24.11.00 (a little more than 10 mths)
16.03.00	Counsel's fees (PD)	<u>\$2,400.00</u>	16.03.00 to 25.08.00 (a little more than 5 mths)
	Total	<u>\$16,529.72</u>	

12. WC

On 22 December 1999 when his firm was acting for WC in a personal injuries action, the solicitor, in breach of s.8 of the *Trust Accounts Act 1973*, caused the sum of \$6,650 to be transferred from the client's individual trust ledger account to his firm's general account when he was not authorised at law so to do.

Particulars

12.1 At all material times the solicitor was a member of Quinn & Scattini ('the firm') which acted for WC ('the client') in a personal injuries action.

12.2 On 22 December 1999 the solicitor caused the sum of \$60,619.50 to be transferred from the client's individual trust ledger account to his firm's general account in purported payment of costs and outlays.

12.3 Of the said sum of \$60,619.50 transferred, the sum of \$6,650 represented unexpended outlays namely counsels fees due to counsel K (\$3,900), M (\$750) and FF (\$2,000).

12.4 At the time of the said transfer, of the said \$6,650 from the client's individual trust ledger account on 22 December 1999 the solicitor's firm had not