LEGAL PRACTICE TRIBUNAL

CITATION:	*Legal Services Commissioner v Paul Michael Voll* [2008] LPT 1
PARTIES:	**LEGAL SERVICES COMMISSIONER** (applicant) **v** **PAUL MICHAEL VOLL** (respondent)
FILE NO/S:	BS1426/07
DELIVERED ON:	8 February 2008
DELIVERED AT:	Brisbane
HEARING DATE:	5 December 2007
TRIBUNAL MEMBERS:	de Jersey CJ Mr M Woods Dr J Lamont
ORDER:	**1. Respondent is publicly reprimanded.** **2. Respondent is to pay a penalty of $20,000 by 6 March 2008.** **3. Respondent is to pay the applicant's costs to be assessed if not agreed.**
CATCHWORDS:	PROFESSIONS AND TRADES – LAWYERS – MISCONDUCT, UNFITNESS AND DISCIPLINE – SOLICITOR AND CLIENT – DISCIPLINARY PROCEEDINGS – DISCIPLINARY ORDERS — QUEENSLAND – General matters – where solicitor neglected client – where solicitor acted incompetently towards client – where solicitor lacked candour with client – where solicitor misled tribunal – whether actions amount to professional misconduct – whether actions demonstrate unfitness to practice *Legal Profession Act 2004*, s464, 480 Legal Services Commissioner v Hackett [2006] LPT 15 Legal Services Commissioner v Mullins [2006] LPT 12 Council of Queensland Law Society Inc v Wakeling [2004] QCA 42 Council of Queensland Law Society v Wright [2001] QCA 58

COUNSEL:	BI McMillan for the applicant B O'Donnell QC for the respondent
SOLICITORS:	Legal Services Commission for the applicant Deacons for the respondent

de Jersey CJ

[1] The applicant Legal Services Commissioner has brought two charges against the respondent, who is a 37 year old solicitor admitted to practice in November 1996.

[2] The first is of delay (not pursued) and neglect and incompetence and absence of candour with his clients. The second is that he lied to the Queensland Building Tribunal.

[3] I at once confirm the considerable assistance given to me, in the hearing and determination of this difficult matter, by the panel members, Mr Matthew Woods from the practitioner board, and Dr Julian Lamont from the lay panel.

Charge one

[4] The terms of this charge are:

> "**Charge 1 Diligence/Competence/Duty of candour**
>
> 1. When acting for Mr George Leise and Mrs Christine Leise ("clients") in respect of a building dispute during the period between June 2001 and June 2003, the respondent:
>
> (a) has been guilty of neglect and/or undue delay;
>
> (b) has failed to maintain reasonable standards of competence or diligence in relation to the conduct of the proceedings;
>
> (c) breached his duty of candour to his client.
>
> **Particulars**
>
> 1.1 At all material times, the respondent:
>
> (a) was a legal practitioner;
>
> (b) was the principal of Sawford Voll, solicitors;
>
> (c) acted on behalf of the clients in respect of a building dispute.
>
> 1.2 In or about June 2001, the respondent was retained by the clients to act on their behalf in proceedings ("proceedings") before the Queensland Building Tribunal.

1.3 The parties to the proceedings were:
(a) the clients as applicants;
(b) MGA Building Systems ("builder") as first respondent;
(c) BBC Hardware as second respondent.

1.4 Following a series of directions hearings, the Tribunal listed the matter for hearing on 11, 12 and 13 September 2002.

1.5 By letter dated 25 July 2002, the Tribunal wrote to the respondent and advised that the hearing dates were vacated.

1.6 On or about 6 September 2002, the Tribunal advised the respondent that the matter would be heard on 23, 24, 25 September 2002 ("new hearing date").

1.7 By facsimile dated 10 September 2002, the clients advised the respondent that they would be in Sydney between 12 September 2002 and 2 October 2002.

1.8 On or about 11 September 2002 a hearing notice was forwarded to the respondent advising that the matter was listed for the new hearing dates.

1.9 The respondent failed to notify the clients of the new hearings dates.

1.10 On 23 September 2002, the respondent appeared before the Tribunal in respect of the proceedings.

1.11 The clients did not attend the hearing.

1.12 On 26 September 2002, the Tribunal ordered *inter alia* that:
(a) the applicant's claim be dismissed;
(b) the applicant pay the building the sum of $38,398.50 plus interest less $8,686.50.

1.13 The respondent did not advise the clients of the terms and effect of the order.

1.14 On 14 October 2002, the respondent filed an application ("application") with the Tribunal seeking the following orders:
(a) that the judgment dated 26 September 2002 be set aside;
(b) that a member of the Tribunal be disqualified;
(c) that the matter be re-listed for hearing.

1.15 On 23 December 2002, the Tribunal refused the application.

1.16 In March 2003, the clients became aware of the terms of the order of the Tribunal dated 26 September 2002.

1.17 In breach of his duty as a solicitor, the respondent has, during the conduct of the proceedings:
(a) failed to advise the clients of the new hearing dates;
(b) failed to keep the clients fully informed as to progress of the proceedings;
(c) failed to advise the clients of the terms and effect of the order;
(d) failed to obtain instructions in respect of the application;
(e) failed to advise the clients of the outcome of the application."

[5] The respondent acted for Mr and Mrs Leise in proceedings before the Queensland Building Tribunal. They were the applicants, with the builder MGA Building Systems the first respondent. After vacating earlier dates set for hearing, the Building Tribunal on 6 September 2002 advised the respondent the matter would be heard on 23, 24 and 25 September 2002. A formal hearing notice was sent to the respondent on 11 September 2002.

[6] By fax of 10 September 2002, Mr and Mrs Leise advised the respondent that they would be in Sydney between 12 September 2002 and 2 October 2002. The fax concluded: "I (Mr Leise) would like to know what's going on before I go to Sydney."

[7] Mr and Mrs Leise were keenly interested in bringing their matter to a hearing. They had on 21 August 2002 faxed the respondent as to whether the then current hearing dates were still current. The file includes a copy of the respondent's letter of 6 September 2002, advising Mr Leise that he needed to be at Bundaberg Magistrates Court on 23 September for the hearing. Mr Leise has sworn he did not receive any such notification. The sometimes sporadic nature of the respondent's communication in response to enquiries from his clients may itself raise a doubt whether that letter was actually sent, and further, the respondent has acknowledged inadequacy in his office management systems at the time. But the Commissioner accepted that the letter of 6 September was sent.

[8] Mr and Mrs Leise did not attend the hearing on 23 September. The respondent attended the Tribunal on that day and asked that the hearing be stood down. His reason was the absence of Mr Leise, and the prospect of his being able to attend.

Those matters are the subject of the second charge, to which I will come. The builder's solicitor applied for judgment. On 26 September, the Tribunal dismissed the application of Mr and Mrs Leise, and ordered them to pay MGA Building Systems an amount of $38,398.50 plus interest, less $8,686.50. Mr Leise has sworn that he has paid the judgment debt of $33,085.63, and the first respondent builder's solicitors' costs of $14,225.97.

[9] There is an issue whether the respondent advised his clients of those orders. Although he says he did, there is nothing on the file to support that claim.

[10] On 14 October 2002, the respondent filed an application seeking the setting aside of the orders of 26 September, seeking the disqualification of the Tribunal member, and seeking the re-listing of the application for hearing. The Tribunal refused that application on 23 December 2002.

[11] The Commissioner asserts that the respondent was in breach of his duty, essentially in failing to advise his clients adequately of the new hearing dates, in failing to keep his clients up to date about progress, in failing to advise them of the orders made by the Tribunal on various applications, and because he acted before the Tribunal without instructions.

[12] The matters factually in issue in relation to the first charge are whether the respondent sufficiently advised his clients of the new hearing dates of 23, 24 and 25 September 2002, and whether he advised his clients of the orders made on 26 September 2002 in particular.

[13] In his 6 September response to his clients' fax of 21 August, if that response was sent, the respondent advised the hearing dates, 23-25 September, and asked Mr Leise to be at the Tribunal on 23 September. Notwithstanding the Commissioner's concession, an issue does arise whether they were actually sent and received that reply, because of their later fax of 10 September, in which they said they would be in Sydney from 12 September to 2 October, and asked "what's going on before I (Mr Leise) go to Sydney". It is for the Tribunal to address that issue.

[14] It obviously fell to the respondent to give his clients timely notification of the hearing dates. Given their keen interest in securing a hearing, it is unlikely they would have gone to Sydney if they had been aware of the hearing dates. Having received their fax of 10 September, the respondent should have been driven to make immediate contact with his clients and inform them of the hearing dates and the need for them to be present. He claims to have done that, in effect, orally, by telephone on 10 September. However no diary note or other record of that alleged conversation has been produced. Mr Leise denies it occurred.

[15] As to advice of the orders, there is nothing in particular on the respondent's files confirming that any advice was given.

[16] In determining whether the respondent gave Mr Leise adequate notice of the hearing commencing 23 September 2002, one should focus on the respondent's own evidence. That said, Mr Leise was in many respects an unsatisfactory witness, and the Tribunal would be reluctant to determine the charges on his evidence alone.

[17] One starts with the respondent's letter of 6 September 2002 notifying Mr Leise of the hearing dates. Mr Leise's evidence about that was most unsatisfactory. Under

cross-examination, Mr Leise said that he received the letter, but took no notice of it, that he did not pay particular attention to it. He later said he did not think he got the second page, which mentioned the hearing dates. On the other hand, he was aware that a sum of $10,000 was being sought for costs, and the second page of the letter was the only documentary evidence of that. Arguably significantly the other way, Mr Leise could not locate the letter in his file, though he said he had put it there. Mr Leise subsequently asserted he did not receive the letter.

[18] The likely position overall is that Mr Leise did receive the letter of 6 September 2002, though not necessarily by the post on 9 September, but did not carefully read it.

[19] The respondent telephoned Mr Leise on 9 September 2002 (as records confirm), and may then have confirmed those hearing dates. Yet very early in the morning on 10 September 2002, Mr Leise faxed the respondent, saying the letter (presumably of 6 September) had not arrived and could it be faxed, and that he and his wife would be unavailable, being inferentially in Sydney, from 12 September to 2 October.

[20] When on 10 September Mr Leise referred to not having received the letter of 6 September, it is to be noted that he sent his fax very early in the morning on 10 September. The evidence is that the postal service from Brisbane to Agnes Waters generally took two to four days. He may therefore not have received the letter of 6 September by the time he sent his fax in the very early morning of 10 September, but it is likely he received it before departing for Sydney on 12 September – though as I have said, he did not properly read it.

[21] Exhibit 9 justifies the finding Mr and Mrs Leise did in fact leave Agnes Waters for Sydney on 12 September.

[22] Faced with the fax of 10 September, the respondent should have done everything to ensure notification of the 23 September commencement before Mr Leise was to leave for Sydney two days later. But rather than send a fax, he sent a letter on 10 September enclosing a copy of the letter of 6 September, which was neglectful.

[23] It seems inconceivable Mr Leise would have gone to Sydney and missed the hearing had he received that letter of 10 September. The inference is it was delivered at his home too late. The other inference is Mr Leise was previously not sufficiently clearly notified of the hearing date, in that the confusion evident from his fax of 10 September had not been cleared up.

[24] The respondent gave evidence of telephoning Mr Leise on 10 September 2002 after receiving his fax. Yet no phone or other record of that call has been produced (which puts that alleged telephone call into a unique position in the case). It again seems most unlikely that, if then reminded of the hearing on 23-25 September, Mr Leise would on 12 September have gone off to Sydney for the duration. Also, this telephone call was mentioned for the first time in the respondent's second affidavit (para 23). The finding that that conversation did not occur reflects seriously on the respondent's credibility.

[25] It was put to Mr Leise that he knew about the hearing date and went to Sydney on 12 September regardless. Mr Leise rejected that. The suggestion was based on the respondent's sworn statement he was "thinking that (Mr) Leise must have been trying to get out of being cross-examined again".

[26] If the respondent knew he had properly advised Mr Leise of the 23 September hearing dated (eg by, at the latest, a telephone call on 10 September), and believed Mr Leise had wilfully absented himself, the respondent would presumably have withdrawn from his retainer, and informed the Building Tribunal he had withdrawn, and that may have led to the Tribunal's adjourning the matter pending an appearance in person by Mr Leise. It is relevant to note that Mr Leise was obviously a difficult client: he had shown himself unwilling even to sign a client agreement, and had not made payments due to the respondent in a timely way.

[27] The respondent says he was inexperienced in court or tribunal proceedings, and was subject to stress. But he had been in practice for six years, and could reasonably have been expected to respond competently in these circumstances.

[28] That the respondent did not proceed in this way tends to support the conclusion he accepted he had not sufficiently cleared up with Mr Leise that 23 September was the hearing date.

[29] The conclusion to be drawn, in the end, is that the respondent did not take adequate steps to ensure Mr Leise was fully aware of the hearing date appointed by the Building Tribunal.

[30] At the conclusion of the evidence Counsel for the Commissioner indicated that the Commissioner did not pursue paras 1.9, 1.17(a) and (d) of the Discipline Application. The abandonment of (d) was understandable, in light of evidence given by Mr Leise that he gave instructions for the October application.

[31] The abandonment of 1.9 ("the respondent failed to notify the clients of the new hearing dates") and 1.17(a), was – we were informed – based on evidence from the respondent of the sending of the letter of 6 September 2002, and Mr Leise's not accepting or denying the respondent's evidence of the phone call on 9 September 2002 in which the respondent said he again advised Mr Leise of the hearing dates.

[32] But that abandonment overlooked the circumstance that Mr Leise always maintained in his evidence that he was never advised by the respondent of the new hearing dates. It was for the Tribunal to assess the credibility of Mr Leise in that regard. Hence my observation at the time that the Commissioner appeared to be taking to himself the determination of the credibility of conflicting evidence, a matter which must be left to the Tribunal.

[33] The matter was not of great ultimate significance. That was because, following any notification of hearing dates communicated by or on 9 September, the respondent received Mr Leise's fax of 10 September in which Mr Leise advised that he and his wife would be unavailable between 12 September and 2 October (being in Sydney). By that fax, if the notification on or before 9 September had occurred, Mr Leise betrayed that he had not comprehended the information he had been given. That should have alerted the respondent to the need immediately to give an unequivocally clear notification of the hearing dates to Mr Leise. That was not done prior to the departure of Mr Leise for Sydney, hence the conclusion the respondent did not give adequate notification of the hearing dates to Mr Leise.

[34] At the commencement of his address, Mr O'Donnell SC for the respondent raised a procedural matter. He submitted that the Tribunal was obliged to proceed on the

basis that the respondent had given Mr and Mrs Leise completely adequate notification of the new hearing dates. This submission arose from the Commissioner's abandonment of para 1.9.

[35] The case had been conducted throughout on the basis of the position covered in para 33 of these reasons. Accordingly, the Tribunal permitted Mr McMillan, Counsel for the Commissioner, to amend the application, by inserting a new para 1.9 reading: "The respondent failed to provide his clients with adequate advice as to the new hearing dates, in that the respondent failed to provide sufficient advice after receiving a fax of 10 September 2002", with a similar amendment to para 1.17(a).

[36] Because Mr O'Donnell suggested the respondent may, had that case been particularized from the start, have given closer attention to seeking to obtain a Telstra or other record of his telephone call on 10 September 2002, the Tribunal reserved to the respondent the right to put further evidence about that before the Tribunal within the following 28 days. No further evidence was forthcoming.

[37] On the basis of these findings, the respondent should have informed the Building Tribunal on 23 September that because of his oversight, in sending a letter rather than a fax on 10 September, he could not be sure Mr Leise was fully aware of that hearing date. The Building Tribunal may well in those circumstances have adjourned the hearing.

[38] While this Tribunal accepts that the respondent was instructed to make the subsequent application, on 14 October 2002, to set aside the orders of 26 September, this Tribunal does not accept that the respondent explained to Mr Leise the nature of those orders, which he should have done, fully and candidly. Of

course once the orders of 26 September were made, in view of the precedent findings, the respondent should have explained the problem fully and invited Mr Leise to retain other solicitors.

[39] This sequence of events involved professional misconduct, in the combination of (a) the respondent's not adequately displaying the greatly significant obligation of notifying the hearing date; (b) the respondent's not candidly informing the Building Tribunal on 23 September of what he must by then have appreciated was the likely inadequacy of notification of the hearing date to Mr Leise; and (c) the respondent's not explaining the orders of 26 September to Mr Leise, attended by the significance of there being orders adverse to the effectiveness of the respondent's representation. Also, the respondent had failed to inform Mr Leise of a costs order made on a directions hearing in June. This conduct involved a "substantial (and) consistent failure to reach or keep a reasonable standard of competence and diligence" – and I would add, trust.

Charge two

[40] This is the charge of misleading the Building Tribunal. It is in these terms: "On 23 September 2002, the respondent lied to the Queensland Building Tribunal."

[41] On 23 September 2002, the respondent made these statements to the Tribunal, as recorded in the transcript of proceedings:

"Voll	…the second problem is that the applicant himself is actually stranded in Sydney at this present moment waiting to get on his flight so as such the applicant is unable to actually commence its investigation at this stage because they're basically the only two witnesses that will be called by the applicant and because of the narrow issue that have been defined.
McVeigh	Why is he in Sydney?

Voll	He has a house in Sydney, he was endeavouring to get back this morning and has been delayed. I spoke to him briefly on mobile phone just shortly when I was chasing him up.
McVeigh	Right, yes, so what's his ETA or his doesn't even know?
Voll	He should be here by lunch time."

[42] The Commissioner asserts those representations were untrue, because as the respondent allegedly knew, his clients:

> "(a) were not stranded in Sydney;
> (b) were not waiting to get on a flight in Sydney;
> (c) were not delayed and were not endeavouring to get back to Bundaberg;
> (d) would not be back by lunch time."

[43] The Queensland Law Society sought an explanation from the respondent on 10 March 2005. In his response, by letter of 4 April 2005, the respondent said this:

> "(a) I asked Mr Leise why he was not in Court – to which he responded he was in Sydney and didn't realise it was on – I advised him that was impossible as he must have received my communications – he told me that he had had some mail taken out of his mail box and it is possible he missed it – I also told him of my facsimile requesting funds and the hearing dates, to which he replied he hadn't checked it…
> (b) I told Mr Leise he must immediately get on a plane and return to Bundaberg for the hearing – he replied that it was impossible and I advised him to do whatever he needed to do to get to Bundaberg by lunchtime as it was a three hour connection flight to Bundaberg – the representation that he told me to advise the Court I forgot to tell him is not correct."

[44] It is important to compare the respondent's assertions in his letter to the Law Society, and what he said to the Tribunal. A comparison reflects his presentation to the Tribunal of an unduly optimistic position, as to the prospect of Mr Leise attending.

[45] These things were clear from all that Mr Leise had told the respondent: Mr Leise was in Sydney; Mr Leise said he did not realize the hearing was on because he had not received any notification; and Mr Leise claimed it was "impossible" he attend at Bundaberg.

[46] Yet the respondent told the Tribunal that Mr Leise had been "stranded" in Sydney – which was in real terms not the case, because he was there voluntarily and intentionally; that Mr Leise was "waiting to get on a flight in Sydney", suggesting he was at the airport – not so, because Mr Leise was elsewhere when the respondent spoke to him at 10.06 am; that Mr Leise was "endeavouring to get back this morning and has been delayed" – there was nothing in what Mr Leise had said to the respondent, directly to support those claims; and that Mr Leise "should be here by lunchtime" – yet Mr Leise had told the respondent it was "impossible" that he be there. Mr Leise had been silent in the face of the respondent's demands over the telephone in that regard.

[47] On the evidence both of the respondent and Mr Leise, the respondent strongly insisted Mr Leise do all he could to get back to Bundaberg as soon as possible. It was in the nature of a demand from his solicitor. Notwithstanding Mr Leise earlier saying it was "impossible", the respondent said he derived comfort from Mr Leise's remaining silent following the respondent's ultimate demand.

[48] In those circumstances, the respondent presented an at least misleadingly optimistic picture to the Building Tribunal.

[49] In terms of alleged dishonesty, the respondent had no reasonable basis, and knew he had none, for saying Mr Leise was "at this present moment waiting to get on his

flight" – suggesting he was in a gate lounge about to be called on board; that he was "endeavouring to get back this morning" – where Mr Leise had said that was impossible, and the respondent could draw no reasonable assurance from the silence at the end of the conversation; and that "he should be here by lunchtime" – which was a reckless unfounded forecast.

[50] The ramifications of the respondent's having misled the Building Tribunal were substantial. The end result was orders that large amounts be paid by Mr and Mrs Leise. The respondent should have informed the Building Tribunal that he had spoken with Mr Leise who was in Sydney and unaware the matter was to proceed that day. The Tribunal may well then have adjourned the matter, given the seriousness of proceeding in circumstances where Mr Leise would not have the opportunity to give evidence.

[51] By not giving the Building Tribunal accurate information in relation to Mr Leise's non-attendance, the respondent denied the Tribunal the opportunity to make a properly informed decision about the course it should follow. What the respondent did affected, in that way, the administration of justice.

[52] The respondent believed Mr Leise would do as he had insisted, and make every effort to come at once to Bundaberg to prosecute his $150,000 claim. When the respondent approached the Building Tribunal, he was in a state of panic and anxiety. Yet the position remains that he misled the Tribunal. On the other hand, there was no potential benefit to him personally in proceeding as he did. Further, in terms of what orders the Tribunal should now make, these events occurred some years ago, and the respondent has substantially refined his practice since.

[53] In misleading the Building Tribunal, involving that dishonesty, the respondent was guilty of professional misconduct.

Matters personal to respondent

[54] The respondent did not willingly cooperate in the Queensland Law Society investigation. It was necessary for the investigator to resort to statutory notices to unearth information.

[55] The respondent has been before the Solicitors Complaints Tribunal twice before. On 26 March 2007 he was found guilty of unsatisfactory professional conduct in the administration of his trust account, and a reprimand was administered publicly. That related to delay in matters of audit, in the period 2004-05 (after these events).

[56] On 6 October 2004, the respondent had been found guilty on four charges of failing to comply with statutory notices, and was then fined $5,000. He has not previously been convicted of breaches based in dishonesty.

Compensation claim by Mr and Mrs Leise

[57] Exhibit 4 records amounts paid by Mr and Mrs Leise following the orders of the Building Tribunal: $33,085.63 the amount ordered to be paid to the builder, and $14,225.97 costs to the builder's solicitors Charlton, Muller and Madders.

[58] Mr and Mrs Leise seek a compensation order under s 464(d) of the *Legal Profession Act*. They need to demonstrate pecuniary loss consequent upon the professional misconduct shown. See also s 465. No more that $7,500 can be awarded absent consent (s 466(3)).

[59] The difficulty faced by the Tribunal is in knowing what the outcome would have been had the complainants been present to advance their case on 23 September. The Tribunal is not in a position reliably to assess the merits of the claim before the Building Tribunal. For a start, MGA Building Systems is not a party to this proceeding.

[60] This claim must therefore be refused.

[61] The complainants also sought an order that the respondent repay a sum of $5,728 (Ex 2) paid in respect of the respondent's fees on 24 May 2002. Repayment could be ordered only by way of a "compensation order" within the meaning of s 464 of the *Legal Profession Act 2007*. Because that payment was made in respect of work done prior to 24 May 2002, and this misconduct occurred later in the year, it would be wrong for this Tribunal to order the repayment. That is because such an order could not properly be considered as giving rise to "compensation" for the consequences of the professional misconduct the Tribunal has found.

Orders

[62] The ultimate position in this case is that the respondent, having notified Mr Leise in orthodox fashion of the hearing dates, inadequately responded to a situation where it appeared Mr Leise was confused – by mailing a response rather than faxing it. That was neglectful. But in context of other breaches, it was an instance of professional misconduct, when seen in conjunction with those associated breaches, particularly the important failure to explain the orders made on 26 September, which reflected so adversely on the adequacy of the respondent's representation.

[63] The respondent's performance before the Building Tribunal, overstatement borne of misplaced faith in his client, was nevertheless dishonest and also amounted to professional misconduct. We accept the respondent believed Mr Leise would accede to his demand. But a practitioner cannot subject a court or tribunal to his or her "punt" as to the way the client will go. The practitioner's duty of candour to the Tribunal must prevail. In this case, the practitioner impermissibly treated it as subject to the client's view, itself dependent on the resolution of unpredictable variables. Nevertheless, the respondent's dereliction did not approach the seriousness of the misconduct which led to the striking off in *Wright* [2001] QCA 58 and *Wakeling* [2004] QCA 42. On the other hand, it was substantially more serious than the "gross carelessness" of Mr Hackett, who was subjected to a pecuniary penalty of $5,000. See *Legal Services Commissioner v Hackett* (2006) LPT 15

[64] As to the Tribunal's overall response, the respondent should be treated similarly to Mr Mullins. See *Legal Services Commissioner v Mullins* (2006) LPT 012

[65] The respondent is nevertheless very much on notice now, that should he commit any further breach of significance, there will be a compelling case for barring him from practice, in the short or long term. But at this stage, though his misconduct was plainly unacceptable, it does not demonstrate an unfitness to practise.

[66] There will be orders the respondent:

1. is publicly reprimanded;
2. pay a penalty of $20,000 by 6 March 2008;
3. pay the applicant's costs to be assessed if not agreed.