

**IN THE INDEPENDENT  
LEGAL SERVICES COMMISSION**

**NO. 002/2010**

**BETWEEN: CHIEF REGISTRAR**

**Applicant**

**A N D: VIPUL MISHRA  
MEHBOOB RAZA  
MUHAMMAD SHAMSUD-DEAN SAHU KHAN  
SAHU KHAN & SAHU KHAN**

**1<sup>st</sup> Respondent  
2<sup>nd</sup> Respondent  
3<sup>rd</sup> Respondent  
4<sup>th</sup> Respondent**

**Applicant : Ms V. Lidise & Mr A. Chand  
1<sup>st</sup> Respondent : Mr S K Ram  
2<sup>nd</sup> Respondent : Ms N Khan  
3<sup>rd</sup> Respondent : Mr G P Lala**

**Date of Hearing : 28<sup>th</sup> April 2011  
Date of Judgment : 4<sup>th</sup> May 2011**

**JUDGMENT ON SENTENCE – 3<sup>rd</sup> RESPONDENT**

1. The 3<sup>rd</sup> Respondent has been found guilty of professional misconduct being a breach of section 82(1)(b) of the Legal Practitioners Decree 2009. The particulars of which are:-

**Dr. MUHAMMAD SHAMSUD-DEAN SAHU KHAN** a legal practitioner, between the 13<sup>th</sup> day of March 2008 and the 25<sup>th</sup> day of May 2009, executed a Deed of Indemnity and Guarantee with one Sashi Kiran Pratap, which provided that the said Dr. Muhammad Shamsud-Dean Sahu Khan would arrange at his own costs a loan of \$120,000 for Sashi Kiran Pratap to pay one Mohammed Farouk Ali, who was the said Dr. Muhammad Shamsud-Dean's client, when the said Sashi Kiran Pratap had already paid the sum of \$130,000 to one Ambika Nand the registered owner of Crown Lease 16375, and in exchange the said Sashi Kiran Pratap would provide Dr. Muhammad Shamsud-Dean Sahu Khan with her irrevocable authority to take action for damages against the Registrar of Titles and or the Attorney General and in the event that no damages were recovered from the civil suit, that the said Dr. Muhammad Shamsud-Dean Sahu Khan would take full responsibility for paying the lenders in respect of the sum of \$120,000, and which Deed the said Dr. Muhammad Shamsud-Dean Sahu Khan subsequently failed to honour when he purportedly on behalf of the lenders, initiated civil proceedings

in the Ba Magistrates Court against the said Sashi Kiran Pratap for failing to repay the loan amount and accrued interests to the respective lenders, after the civil suit against the Registrar of Titles and the Attorney General was dismissed, which conduct occurred in connection with the said Dr. Muhammad Shamsud-Dean Sahu Khan's practice of law and would justify a finding that the said Dr. Muhammad Shamsud Sahu Khan is not a fit and proper person to engage in legal practice.

2. The evidence shows a course of conduct, the victim of which was Sashi Kiran Pratap (the purchaser). She was a member of the community who negotiated the purchase of a parcel of land for \$130,000 and ended up with a title that is encumbered by a mortgage to the Reserve Bank and a judgment debt to Mohammed Farouk Ali. After "assistance" from the 3<sup>rd</sup> Respondent she had a debt to two lenders, clients of the 3<sup>rd</sup> Respondent in the sum of \$120,000 and still had the mortgage and judgment on her title.
3. The 3<sup>rd</sup> Respondent caused terms of settlement to be entered in matter 275 of 2007L on behalf of the purchaser whereby she agreed to the mortgage being noted on her transfer as a prior encumbrance to facilitate registration of the transfer to her.
4. He also entered into a Deed of Guarantee and Indemnity with the purchaser the terms of which provided:-

*"The purchaser shall pay to the judgment creditor the sum of \$120,000 as purchase price again as if the sale was under the said orders;*

*The Guarantor shall at his own costs in all things whatsoever arrange the loan of \$120,000 to pay the judgment creditor the purchase price referred to in paragraph 1 herein;*

- (i) *The purchaser shall take action of damages against the Registrar of Titles for not registering the said transfer when it was lodged for registration in 2006'*
- (ii) *Whatsoever damages are received or payable to the purchaser shall be payable to the Guarantor absolutely*
- (iii) *The purchaser gives his irrevocable authority to Guarantor to take any action for damages against the Registrar of Titles and/or the Attorney General in the name of the purchaser*
- (iv) *If the purchaser shall for any reason whatsoever terminate this irrevocable authority to the Guarantor then this Guarantee and Indemnity herein shall be immediately cancelled and shall become null and void.*

*In consideration of the matters in paragraph 3 herein the Guarantor hereby given this Guarantee and Indemnity that if no damages are recovered from the Registrar of Titles and/or the Attorney General under the said proposed claim for damages then the Guarantor shall take the full responsibility of paying the lender in respect of the sum of \$120,000 to be borrowed by the purchaser to pay the purchase price of \$120,000 referred to in paragraph 1 herein."*

5. Following the failed proceedings in matter 275 of 2007 Lautoka the 3<sup>rd</sup> Respondent refused to take action against the Registrar of Titles and the Attorney General unless the purchaser paid \$2,000 and gave instructions to appeal that decision.
6. She refused and he treated the guarantee and indemnity at an end.
7. No proceedings have been taken to recover damages pursuant to the terms of the Deed but proceedings have been commenced in the Ba Magistrates Court against the purchaser by the 3<sup>rd</sup> Respondent to recover the sum of \$60,000 plus costs and interest at 10% per annum from 25 May 2009 on behalf of the assignees of one half of the moneys advanced.
8. The Applicant submits that the gravamen of the 3<sup>rd</sup> Respondent's conduct is his failure to honour the terms of the Deed of Guarantee and Indemnity dated 13<sup>th</sup> March 2008.
9. The 3<sup>rd</sup> Respondent refers the Commission to page 52 of the transcript of the 19<sup>th</sup> January 2011 and in particular

*Dr. Sahu Khan : And you decided not to appeal*

*Witness : We have always decided we will not appeal*

*Dr. Sahu Khan: And then you decided not to engage me to take legal proceedings against the Registrar of Titles*

*Witness : Yes sir*

*Dr. Sahu Khan: So you decided whatever authority you gave me before to take any action to appeal you withdrew that*

*Witness : Yes sir*

*Dr. Sahu Khan: And then after these actions no further proceedings were taken against the Registrar of Titles*

*Witness : No sir*

10. The instructions were irrevocably given to the 3<sup>rd</sup> Respondent on execution of the Deed on the 13<sup>th</sup> of March 2008 to "take any action for damages against the Registrar of Titles and/or The Attorney General in the name of the purchaser".
11. No instructions were given "to take any action to appeal" and therefore such instructions could not be withdrawn.
12. The purchaser became the client of the 3<sup>rd</sup> Respondent on entering the Deed. There is no mention in the Deed of Mr M K Sahu Khan or that the 3<sup>rd</sup> Respondent is acting as the agent of M K Sahu Khan.
13. The 3<sup>rd</sup> Respondent in his submissions [page 2, paragraph 2] says that "the Action to be taken by the 3<sup>rd</sup> Respondent was merely an ancillary matter" and "...that at all material times the Complainant Sashi Kiran Pratap was represented by her own Independent Solicitor ....". This is an attempt to minimise the seriousness of the conduct.
14. The chronology of events set out on page 3 of the 3<sup>rd</sup> Respondent's submissions is not supported by the evidence.

"(3) *It was only when the 3<sup>rd</sup> Respondent intended to sell the property under the judgment caveat that application was made on behalf of the Registrar of Titles and the Director of Lands to be joined as Interveners and/or interested parties.*

*Likewise it was at that stage an application was made on behalf of the Complainant Sashi Kiran Pratap to be joined as intervener and/or Third Party. The Orders were so made and from then onwards they were made parties to the proceedings.*

(4) *Then there were appearances before the High Court in Lautoka. Then there were various discussions, inter alia, between the 3<sup>rd</sup> Respondent's firm Sahu Khan and Sahu Khan as solicitors for J.C and Sashi Kiran Pratap. By that time it was discovered that there was a mortgage on Lease Number 5375 which purportedly was brought forward on the Lease Number 16375. Late Mr M K Sahu Khan of the firm of M K Sahu Khan and Company was acting as solicitors and counsel for Sashi Kiran Pratap and not the 3<sup>rd</sup> or 4<sup>th</sup> Respondent.*

(5) *There were very substantial discussions to settle the matter between the J.C and Sashi Kiran Pratap. Accordingly, the Terms of Settlement was signed by the respective solicitors.*

*As part of the settlement the 3<sup>rd</sup> Respondent had agreed to arrange a loan of \$120,000 loan for Sashi Kiran Pratap so that the J.C could be paid off and put out of the picture. This loan was arranged and the J.C was paid off. The cheques and receipts were produced at the hearing.*

(6) *Further the 3<sup>rd</sup> Respondent had agreed with late Mr M K Sahu Khan that if the court decision went against Sashi Kiran Pratap then the 3<sup>rd</sup> Respondent should assist in the appeal against the decision."*

15. The sequence of events from the evidence is :-

- 31-07-07 Judgment in favour of Mohammed Farouk Ali registered on CL 16375 following the making of a declaration by the 3<sup>rd</sup> Respondent that the title had been searched and there were no encumbrances;
- 12-03-08 Terms of Settlement executed in matter 265 of 2007 which provided;

*Terms of Settlement*

"(1) The Crown Lease No 16375 ("the said lease") be registered in the name of SASHI KIRAN PRATAP (father's name Dhani Ram ) ("The Purchaser") in consideration of the Purchaser paying the sum of \$120,000 to the Plaintiff as purchase price under the Orders of the court made on the 24<sup>th</sup> day of October 2007 and 17<sup>th</sup> day of January 2008.

(2) To avoid additional expenses it is agreed between the plaintiff and the purchaser that the current transfer of the said lease lodged with the Registrar of Titles for registration from the first defendant to the purchaser shall be deemed to be transfer from the plaintiff to the purchaser pursuant of the orders of sale made by the court on the 24<sup>th</sup> day of October 2007 and 17<sup>th</sup> day January 2008.

The Plaintiff shall indemnify the Purchaser in respect of any amount that may be payable to the mortgagee under Mortgage No: 201344 ("The Said Mortgage) if it is held that the said mortgage has been validly endorsed by the Registrar of Titles on the said lease and the debt under the said mortgage is payable to the mortgagee by the purchaser and subject to the above and liability arising under the said mortgage by the purchaser in favour of the mortgagee that the transfer herein to be registered in the name of the purchaser shall be subject to the said mortgage and the caveat number 260056 of the Director of Lands.

The purchaser shall be at liberty to take any action for damages against any other party that she deems fit except against the plaintiff herein."

- 13-03-08 Deed of Indemnity and Guarantee executed;
- 02-09-08 Purchaser joined as a party to proceedings 265 of 2007.

16. It is confusing as to how the terms of settlement in Matter 265 of 2007L, where the Plaintiff was Mohammed Farouk Ali and the Defendant was Ambika Nand (and they as of 12<sup>th</sup> of March May 2008 were the only parties), were executed on behalf of Sashi Kiran Pratap, who was not a party, but were not executed by or on behalf of Ambika Nand the Defendant.

17. The beneficiary of this very confusing state of affairs was the Plaintiff/Judgment Creditor the client of the 3<sup>rd</sup> Respondent as he obtained his money.

18. The statement made in paragraph 4 page 3 of the 3<sup>rd</sup> Respondent's submissions "by that time it was discovered that there was a mortgage on lease no 5375 which purportedly was brought forward on the lease no 16375" is not correct and can only be interpreted as intended to mislead the Commission.

19. To enable registration of the judgment on 31<sup>st</sup> July 2007 the 3<sup>rd</sup> Respondent made a declaration stating

*"4. I know that the said Ambika Nand (father's name Puran Nand) previously of Varoka, Ba, businessman is the registered proprietor of the said land as I have caused a search of the Title made at the Title's Office.*

*5. The registered estate and interest of Ambika Nand (father's name Puran Nand) previously of Varoka, Ba, businessman in the said Land is not subject to any liens, leases, mortgages or encumbrances whatsoever so far as I am informed and verily believe, except Caveat No. 260056."*

20. There is no evidence to suggest that caveat no. 260056 was brought down but that the mortgage was not. The title search of 31 July, 2007 was not tendered in evidence by the 3<sup>rd</sup> Respondent.

21. There is no evidence before the Commission to support the contention in paragraph 6 page 3 of the 3<sup>rd</sup> Respondent's submissions:

*" Further the 3<sup>rd</sup> Respondent had agreed with late M K Sahu Khan that if the court decision went against Sashi Kiran Pratap then the 3<sup>rd</sup> Respondent should assist in the appeal against the decision."*

This contention is repeated in paragraph 7 page 4 of the submissions.

22. The 3<sup>rd</sup> Respondent acknowledges in paragraphs 7 and 8 on page 4 of his submissions that the Purchaser was his client

*"(7)The 3<sup>rd</sup> Respondent was reasonably confident and had very strong basis in his view that the purported transfer of the encumbrances of the mortgage from the lease number 5373 on to the lease 13673 was null and void in view of the clear provisions of the Land Transfer Act. Accordingly, he had agreed with late M K Sahu Khan that he will do the appeal on behalf of Sashi Kiran Pratap. However, he had to talk to the complainant personally to do all that was necessary as required by the Rules and Professional Practice particularly Rule 8.1 of the Rules of Professional Conduct and Practice under the Legal Practitioners Decree.*

*(8)Accordingly, since he had agreed also do the appeal and also to claim damages on behalf of Sashi Kiran Pratap, he needed her to come and see him to give the necessary instructions etc and to comply with the said Rule 8.1.*

*However, he had made it abundantly clear to late M K Sahu Khan that he will only see her provided he or a representative of his firm to be present when he was discussing the matter with her. As a result on the appointed date and time Sashi Kiran Pratap came to his office with her husband and her son, and another lady and man and Pratima who was not only clerk of M K Sahu Khan & Company but was a very much conversant with the proceedings. At that meeting the 3<sup>rd</sup> Respondent very strongly advised Sashi Kiran Pratap to appeal and had agreed that he will do the appeal with M K Sahu Khan & Company only on the basis at that stage of disbursement and that his fees will only be payable if the appeal was successful. That is his estimated disbursement was \$5,000 to \$7,000. She then went away and said will come back to him and she did not come back. The 3<sup>rd</sup> Respondent was very much concerned as the appeal had to be filed in time otherwise she will lose the right to appeal.*

*Furthermore, at that meeting he had very strongly advised her that she has very good grounds for claiming damages against the Registrar of Titles for what he strongly felt was unlawful entering of the purported mortgage on the Title as the endorsement was made in his very strong view absolutely contrary to the Provisions of Land Transfer Act.*

23. It is unclear as to why when the 3<sup>rd</sup> Respondent was being careful to comply with the Client Care provisions [Clause 8.1] of the Rules of Professional Conduct and Practice he submits:-

*"However, he made it abundantly clear to late Mr M K Sahu Khan that he will only see her provided he or a representative of his firm to be present when he was discussing the matter with her."*

The confusion is compounded by paragraph 10 page 5 of the submissions

*"When Sashi Kiran Pratap did not return to see him and the time for appeal was expiring he sent her letters. All letters that he wrote to Sashi Kiran Pratap were copied to Messrs M K Sahu Khan & Company as he wanted them to be fully aware of the 3<sup>rd</sup> Respondents communication with Sashi Kiran Pratap since they were still her solicitors."*

24. The submissions to this point are not only confused but are misleading.
25. The Applicant submits the 3<sup>rd</sup> Respondent had a contractual obligation by virtue of the Deed together with an ethical and professional obligation to ensure that the terms of the Deed were honoured and that he breached all three obligations. With this submission I agree however the conduct was exacerbated when he commenced recovery action in the Ba Magistrates Court against the Purchaser for one half of the moneys advanced pursuant to the Deed.
26. It is necessary to look at the totality of the conduct of the 3<sup>rd</sup> Respondent from the time the terms of settlement were executed on the 12<sup>th</sup> of March 2008 until the present when

he still seeks to prosecute the claim in the Ba Magistrates Court and has made misleading submissions to this Commission.

27. The person who received no consideration despite the Terms of the Deed and the Terms of Settlement was the Purchaser. The 3<sup>rd</sup> Respondent was clearly driven by self interest to the jeopardy of the Purchaser. The conduct of the proceedings in matter 265 of 2007L is a disgrace. For a senior lawyer to expect a satisfactory outcome from proceedings conducted in the manner that the proceedings were conducted is unbelievable.
28. The totality of the 3<sup>rd</sup> Respondent's conduct including his misleading submissions to this Commission is reprehensible.
29. The offence for which the 3<sup>rd</sup> Respondent has been found guilty is pursuant to section 82(1)(b) of the Legal Practitioners Decree. That section relevantly provides that professional misconduct that includes conduct of a legal practitioner whether occurring in connection with the practice of law or occurring otherwise than in connection with the practice of law that would, if established, justify a finding that the practitioner is not a fit and proper person to engage in legal practice.
30. Section 121 of the Legal Practitioners Decree sets forth the powers of the Commission upon a finding of professional misconduct or unsatisfactory professional conduct. The ultimate sanction is that the legal practitioner's name be struck from the roll and the most lenient penalty is a reprimand.
31. When considering the appropriate penalty it is necessary to consider not only the nature of the misconduct but also those of the following issues as are relevant:-
  - (i) The frequency of the misconduct and prior finding of misconduct;
  - (ii) The lawyers age and professional experience;
  - (iii) The lawyers attitude;
  - (iv) The lawyers (lack of) appreciation of wrong doing;
  - (v) Testimonials and opinions by third parties;
  - (vi) Illness and stressors suffered by the lawyer;
  - (vii) The loss suffered by third parties as a result of the lawyers misconduct;
  - (viii) The loss already suffered by the lawyer personally as the result of the misconduct.
32. If satisfied that the conduct is an isolated blight on an untarnished professional career then a less severe penalty may be appropriate - Legal Practitioners Conduct Board v Nicholson (2006) 243 L.S.J.S 293.



33. The level of experience may be relevant and it may, if the misconduct is a one-off in and otherwise unblemished lengthy professional career, support the conclusion that it was entirely out of character and does not warrant a severe disciplinary sanction, dependant of course on the seriousness of the misconduct - Chamberlain v Australian Capital Territory Law Society (1993) 118 ALR 54.

34. It was said in New South Wales Bar Association v Evatt (1968) 117 CLR 177 at 184

*"The Respondent's failure to understand the error of his ways of itself demonstrates his unfitness to belong to a profession where, in practice, the client must depend on the standards as well as the skill of his professional adviser."*

35. It is not in issue that the 3<sup>rd</sup> Respondent was admitted in New Zealand in 1964 and commenced practice in Fiji in that same year. He graduated in 1963 and graduated with Masters Degree with honors in 1964 in 1965 he obtained a Doctorate of Philosophy.

36. The 3<sup>rd</sup> Respondent's practice in Fiji was initially with his father, then with his brothers, penultimately with his daughter and then on his own account.

37. The 3<sup>rd</sup> Respondent has a distinguished career and has contributed significantly as a member of the Fiji Law society serving as its president from 1983 to 1987.

38. He has contributed significantly to his community in various capacities perhaps the most notable of which is his participation in the Fiji Football Association which commenced with his presidency of the Ba Football Association in 1969 leading to him being president of the Fiji Football Association from 1985 to date.

39. He had also had a distinguished involvement with football in Oceania and throughout the world.

40. References have been produced from his peers and he has in the course of his submissions given an undertaking to the Commission to conduct on behalf of the Purchaser an action claiming damages against the Registrar of Titles. The same action that was envisaged in the Deed of Guarantee and Indemnity.

41. In Ziems v Prothonotary of the Supreme Court of NSW (1957) 97 CLR 279 Kitto J said

*"It has been said before, and in this case the Chief Justice of the Supreme Court has said again, that the Bar is no ordinary profession or occupation. These are not empty words, nor is it their purpose to express or encourage professional pretensions. They should be understood as a reminder that a barrister is more than his client's confidant, adviser and advocate, and must therefore possess more than honesty, learning and forensic ability. He is, by virtue of a long tradition, in a relationship of intimate collaboration with judges, as well as with his fellow-members of the Bar, in the high task of endeavoring to make successful the service of the law to the community. That is a delicate relationship, and carries exceptional privileges*

*and exceptional obligations. If a barrister is found to be, for any reason, an unsuitable person to share in the enjoyment of those privileges and in the effective discharge of those responsibilities, he is not a fit and proper person to remain at the Bar."*

42. In Law Society of New South Wales v Foreman [1994] 34 NSWLR 408 the New South Wales Court of Appeal when dealing with an appeal from the Legal Professional Disciplinary Tribunal said at 444

*"The disciplinary jurisdiction remains one concerned with whether the solicitor is a fit and proper person to be held out by the court as such .... In deciding whether a person is a fit and proper person for this purpose, the court may, in accordance with the circumstances, take into account matter going beyond the mere protection of the public against similar misconduct. The court may consider the character of the practitioner or those aspects of it relevant to the office of a solicitor. A solicitor may affirm and sincerely believe that she will not offend again. But the character of the solicitor – demonstrated by the offence or otherwise – may be such that no sufficient reliance can be placed upon that affirmation... it is also, I think relevant for the court to take into account the effect which its order will have upon the understanding, the profession and amongst the public, of the standard of behavior required of solicitors. The court will no doubt, where appropriate, articulate the standards required and that they are high. However, the court must, I think, also take into account the effect upon what it has said of, for example a decision to allow a solicitor guilty of a serious infringement of those standards, to continue to practise."*

43. The New South Wales Court of Appeal was there dealing with a legal practitioner who it was acknowledged was one of the leading practitioners in her field in Australia.

44. In New South Wales Bar Association v Cummins (2001) 52 NSWLR 279 Speiglman CJ said at page 284

*"Honesty and integrity are important in many spheres of conduct. However, in some spheres significant public interest are involved in the conduct of particular persons and the state regulates and restricts those who are entitled to engage in those activities and acquire privileges associated with a particular status. The legal profession has long required the highest standards of integrity.*

*There are four interrelated interests involved. Clients feel secure in conducting their secrets and entrusting their most personal affairs to lawyers. Fellow practitioners must be able to depend implicitly on the word and behaviour of their colleagues. The judiciary must have confidence in the legal profession by reason of the central role the profession plays in the administration of justice. Many aspects of the administration of justice depend on the trust by the judiciary and/or the public in the performance of professional obligations by professional people."*

45. The submission of the Applicant that the 3<sup>rd</sup> Respondent's standing in the profession and in the community are an aggravation of the misconduct is supported by the words of Speiglman CJ in New South Wales Bar Association v Cummins at paragraph 30 where he said

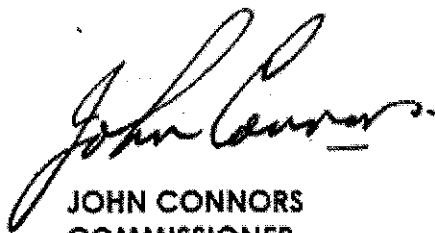
*"In the present case, unlike other cases, the barrister did not admit that his actions have jeopardized the reputation and standing of the legal profession. There is no doubt, however, that he has done so. The conduct of the barrister, particularly a barrister who has received the distinction of a Commission as one of Her Majesty's Counsel, who has behaved in such complete disregard of his legal and civic obligations, was necessarily such as to bring the entire legal profession into disrepute."*

## CONCLUSION

46. Having found that the 3<sup>rd</sup> Respondent's conduct would justify a finding that he is not a fit and proper person to engage in legal practice it is now for the Commission to consider if the totality of the conduct, circumstances and the antecedents of the 3<sup>rd</sup> Respondent do justify such a finding.
47. The authorities leave no doubt as to the special position a legal practitioner holds and the responsibilities that flow from that special position.
48. In a country such as Fiji where the level of literacy and understanding is not as high as in developed countries the position held by a legal practitioner is even more special and the responsibilities are even greater.
49. It follows from to the authorities that the seniority and notoriety of the 3<sup>rd</sup> Respondent exacerbates the conduct and does not mitigate it.
50. The public must be protected from conduct of the type displayed by the 3<sup>rd</sup> Respondent in this matter. Young practitioners must be made to realize that this type of conduct is not acceptable.
51. There is therefore no alternate for me but to order that the name of the 3<sup>rd</sup> Respondent be struck from the roll of legal practitioners.
52. I am left then to deal with the sum of \$120,000.00 borrowed by the purchaser from clients of the 3<sup>rd</sup> respondent and the recovery action being taken in the Ba Magistrates Court with respect to one half of this amount.
53. In view of the conduct of the 3<sup>rd</sup> Respondent I find it just that he indemnify the purchaser for these moneys as he would have had he acted in accordance with the terms of the Deed.

## ORDERS

1. That Muhammad Shamsud-Dean Sahu Khan's name be struck from the roll of legal practitioners.
2. The 3<sup>rd</sup> Respondent is to indemnify the purchaser with respect to any moneys payable by her as a result of the actions commenced by him on behalf of Lala Kishore Singh and Ram Narayan in the Ba Magistrates Court whether such moneys are payable to the Plaintiffs therein or to the purchaser's solicitor.
3. The 3<sup>rd</sup> Respondent is to pay all principal and interest owing on the loan in the sum of \$120,000.00 referred to in the Deed of Guarantee and Indemnity within 28 days.
4. Witness expenses in the sum of \$478.00 are to be paid to the Commission within 28 days.
5. The 3<sup>rd</sup> Respondent is to lodge his passport(s) with the Commission within 24 hours for retention until orders 2,3 and 4 are complied with.

  
JOHN CONNORS  
COMMISSIONER



4 MAY 2011