

**IN THE INDEPENDENT
LEGAL SERVICES COMMISSION**

NO. 005/2009

BETWEEN: CHIEF REGISTRAR

A N D: DORSAMI NAIDU

Applicant

Respondent

Applicant: Ms V. Lidise

Respondent: In Person and Ms T Draunldalo

Date of Hearing: 20th, 21st April 2010, 5th, 6th and 9th July 2010

Date of Judgment : 13th August 2010

JUDGMENT

1. By application filed on the 30th of November 2009 the Applicants bring seven (7) complaints comprising 18 allegations against the Respondent. The Applicant was unable to proceed with complaints 2 and 7 due to the unavailability of the Complainants and these complaints were withdrawn and are dismissed.

COMPLAINT NO 1

- A** Unsatisfactory Professional Conduct: Contrary to section 81 of the Legal Practitioners Decree No 16 of 2009.

Particulars

Dorsami Naidu a legal practitioner, between the 29th of December 2005 and the 29th of March 2009, on behalf of Jagat Reddy and other beneficiaries of the Estate of Parawatiammal, failed to reasonably inquire into and take appropriate action in the matter of a breach by the purchasers in the Memorandum of Agreement between Parawatiammal (Vendor) & Lloyd Quentin Logan, Arthur Rainsford Teesdale and Anthony Earl Wells (Purchasers) executed on the 15th of May 1973, which conduct occurred in connection with Dorsami Naidu's practice of law, falling short of the standards of competence and diligence that a member of the public is entitled to expect of a reasonably competent or professional legal practitioner.

C Unsatisfactory Professional Conduct: Contrary to section 81 and Rule 8.1(b) of the Rules of Professional Conduct of the Legal Practitioners Decree No. 16 of 2009.

Particulars

Dorsami Naidu a legal practitioner, between the 29th of December 2005 and the 31st December 2009 failed to keep Jagat Reddy and other beneficiaries of the Estate of Parawatiammal reasonably informed of matters relating to the progress of their instructions in respect of the breach by the purchasers in the Memorandum of Agreement between Parawatiammal (Vendor) & Lloyd Quentin Logan, Arthur Rainsford Teesdale and Anthony Earl Wells (Purchasers) executed on the 15th of May 1973, falling short of the standards of competence and diligence that a member of the public is entitled to expect of a reasonably competent or professional legal practitioner.

2. The complaints relate to aspects of the administration of the Estate of Parawatiammal. The Complainant, Jagat Reddy, is a beneficiary in the Estate of his late father Govind Reddy who was a beneficiary in the Estate of Parawatiammal.
3. The executor of the Estate of Govind Reddy is the Complainant's brother Yogendra Reddy. Leave was granted to the Complainant and his other brother to apply for probate but that is not occurred.
4. The trustee of the Estate of Parawatiammal is now Mun Swamy Reddy who resides in the United States of America. He is a brother of the late Govind Reddy, the father of the Complainant.
5. On the 15th of May 1973 Parawatiammal executed a Sale & Purchase Agreement for sale of certain lands at Momi to Lloyd Quentin Logan, Arthur Rainsford Teesdale and Anthony Earl Wells. The agreement relevantly provided that the purchasers would subdivide an area of 22 acres from the land sold and transfers it back to the vendor, Parawatiammal.
6. DP 4353 [Ex A32] was registered in 1976 creating the subject parcel of land as Lot 1 in that DP and having an area of 22a 1r 23p.
7. All of the land subject of the Sale & Purchase Agreement was subsequently sold by the purchasers and Lot 1 in DP4353 was not transferred to the vendor Parawatiammal.
8. A caveat was lodged on CT6727 being the land subject to the Sale & Purchase Agreement by Parawatiammal on 26th June 1973 and was subsequently cancelled and a further caveat lodged on 7th August 1974 [Ex A12].
9. The land was transferred to Southern Cross Investment Co Inc, Momi Pacific Development Inc, Keen Pacific Development Inc and Fijian Ventures Inc on 2nd April 1974

subject to the caveat. The land was on the 26th October 2005 transferred to Muainarewa Resort Limited as trustee of the Pacific Trust who are the current registered proprietors subject to mortgages and judgments registered on the title.

10. A further caveat was lodged by Neg Nadan Reddy on 12th December 2005 and subsequently cancelled.
11. The 22 acres has not been transferred to Parawatiammal or the trustee of her Estate.
12. DP9486 consolidates Lot 1 in DP4353 with other land thus making transfer of the 22 acres impossible without further subdivision.
13. The Respondent received instructions to act on behalf of the Estate of Parawatiammal from the trustee Mun Swamy Reddy "after 2005" and it would appear in 2006 but in any event after the removal of the caveat lodged by Neg Nadan Reddy and after the transfer of the land to the current registered proprietor.
14. The Respondent says in his evidence that discussions were held with the solicitors for the subsequent purchasers of the land but to date no transfers have been effected. The Respondent further says that advice has been given to Mun Swamy Reddy that action could be taken against the purchasers pursuant to the 1973 agreement.
15. It would appear that by the time the Respondent obtained instructions with respect to the Estate of Parawatiammal in 2006 then land had been transferred twice [Ex A12] but was still Lot 1 in DP4353 for which no separate certificate of title had issued.
16. It has now been consolidated notwithstanding the approaches made to the solicitors for the purchasers in the 1973 agreement and the solicitors for current registered proprietor.
17. The Respondent says that the caveat lodged on behalf of the Estate of Parawatiammal was removed without reference to him and prior to his current instructions.
18. Whilst the Complainant in his evidence considers himself "a shareholder" and is entitled to deal with the solicitors of the Estate of Parawatiammal this is off course no so.
19. The only person entitled to give instructions to the Respondent with respect to the Estate of Parawatiammal is and was at all relevant time Mun Swamy Reddy.
20. The situation that exists is an indictment on the solicitors who have acted over the years for the Estate, the purchasers under the 1973 agreement and the current registered proprietors.

21. The evidence of the Respondent is that he gave advice to the trustee of the Estate Mun Swamy Reddy to take action against the 1973 vendors but this advice was not accepted as he wished to deal with the vendor Anthony Earl Wells in California.
22. Applying the standard of proof as is necessary in these matters- *Chief Registrar v Abhay Kumar Singh Application no 001 of 2009*, I cannot be satisfied that the Respondent "failed to reasonably inquire into and take appropriate action in the matter of a breach by the purchasers" in the 1973 Sale & Purchases Agreement.
23. The evidence of the Respondent is that he kept in regular contact with Mun Swamy Reddy re the Estate of Parawattiammal. This is the only person he was obliged to inform of the details of the Estate. I cannot be satisfied that the Respondent had failed to keep the Complainant and other beneficiaries informed because I find that he had no obligation to do so.

B Unsatisfactory Professional Conduct: Contrary to section 81 and 83 (1)(c) of the Legal Practitioners Decree No 16 of 2009.

Particulars

Dorsami Naidu a legal practitioner, between the 29th of December 2005 and the 31st of December 2006 billed the Estate of Parawattiammal the sum of \$3,750 when the legal services rendered in relation to the instructions given by Jagat Reddy and other beneficiaries of the Estate of Parawattiammal did not justify the payment of this amount, which conduct occurred in connection with Mr. Naidu's practice of law, falling short of the standards of competence and diligence that a member of the public is entitled to expect of a reasonably competent or professional practitioner.

24. The Estate of Parawattiammal owned a parcel of land in Sagayam Road Nadi which was sold in or about 2005.
25. At the time of the sale Govind Reddy one of the beneficiaries of the Estate of Parawattiammal had died leaving a will which left his interest in the Sagayam Road property to his wife and son Jagat Reddy. His wife had also died at the time of sale without leaving a will and accordingly all her children inherited her half share in the interest of Govind Reddy in the property and Jagat Reddy held the another half share of that interest.
26. The Respondent did not act on the sale of the property but on instructions from Mun Swamy Reddy received the sum of \$17,760.74 on 21st of February 2006 on behalf of the Estate of Parawattiammal [Ex A8]. This documents shows that the sum of \$3,750.00 was appropriated to costs and the Respondent acknowledges that no memorandum of fees was submitted but says that he consents to the costs been taxed in the normal way.

27. Taxing the costs now hardly overcomes the requirement that a memorandum of fees been rendered before fees are appropriated to the solicitors office account. Had the memorandum of fees been rendered to the trustees of the Estate of Parawatiammal then the payment would have been justified.
28. As discussed earlier Jagat Reddy has no right to give instructions to the Respondent with respect to the Estate of Parawatiammal, that right rests solely with the trustee, Mun Swamy Reddy.
29. The Respondent's failure to render a memorandum of fees amounts to unsatisfactory professional conduct contrary to section 81 and 83 (1)(c) of the Legal Practitioners Decree.

COMPLAINT NO 3

A Unsatisfactory Professional Conduct: Contrary to section 81 of the Legal Practitioners Decree No. 16 of 2009

Particulars

Dorsami Naidu a legal practitioner, in preparing a Sale and Purchase Agreement executed on the 18th of April 2007 between Siga Mani Naicker (vendor) and Hari Prasad Lal (purchaser) for the sale and purchase of land situated at CT 7401 comprising of 10 acres, and 15 perches at Naolovo, Nadi, failed to inform Hari Prasad Lal that the land was co-owned, which conduct occurred in connection with Dorsami Naidu's practice of law, falling short of the standards of competence and diligence that a member of the public is entitled to expect of a reasonably competent or professional legal practitioner.

B Professional Misconduct: Contrary to section 82 (1)(a) of the Legal Practitioners Decree No 16 of 2009

Particulars

Dorsami Naidu a legal practitioner, in preparing a Sale and Purchase Agreement executed on the 18th of April 2007 between Siga Mani Naicker (vendor) and Hari Prasad Lal (purchaser) for the sale and purchase of land situated at CT 7401 comprising of 10 acres, and 15 perches at Naolovo, Nadi, the enforcement of which fundamentally required the consent of a third party being the co-owner of the said land, failed to obtain the consent of the third party on behalf of the vendor Siga Mani Naicker and subsequently enforced the said Agreement on behalf of the vendor after it had become unenforceable when the third party enforced his rights over the said land, which conduct involved a substantial failure to reach or maintain a reasonable standard of competence and diligence.

30. On the 18th of April 2007 the Complainant entered into a Sale & Purchases Agreement for the purchase of "1 acre (more or less subject to survey)" at Naolovo, Nadi [Ex A19].
31. The vendor, Siga Mani Naicker, held "one undivided half share" in 10a 0r15p with his brother Chin Sami Naicker been the land in CT 7401 [Ex A22]. The agreement was drafted by the Respondent and provides that the vendor "will give to the purchaser his right, title and interests as proprietor in respect to part of the land as to 1 acre...".
32. The vendor undertook to "sign, execute all relevant documents for subdividing and properly convey the land to the purchases name".
33. Clause 8 of the agreement provided:-*"that the purchasers agrees that he has taken independent advice of their solicitors prior to execution herein and not relying on advice of Messrs Pillai Naidu & Associates, solicitor of Nadi who had been asked to draw this agreement."*
34. Clause 9 of the agreement obliges the vendor to *"sign execute all necessary documents and comply to the obligations from his part of the purchasers to obtain a separate title over the demised land at the cost and expenses of the purchaser ..."*
35. The Complainant says he was given the agreement at the office of the Respondent and signed it in the presence of a female clerk at that office and he then took it to the office of Babu Singh & Associates where a female clerk turned the papers of the document and "she said everything was ok ..."
36. He says the agreement was left at the office of Babu Singh.
37. On the day the agreement was signed the Complainant paid a deposit in the sum of \$10,000 which was paid as to the sum of \$740 to the vendor prior to the agreement and as to the sum of \$9,260 to the Respondent's trust account on the day of the agreement [Ex A20].
38. The vendor's legal fees of \$250 were also paid to the Respondent on that day [Ex A21].
39. The Complainant says the sum of \$300 was paid to Mohammed Consultants Limited for what appears to be preliminary survey work.
40. The Complainant says he met the surveyors on site, which is confirmed by the surveyor in his evidence.

41. There is no evidence of any documents having been executed or prepared for execution by the other tenant in common, Chin Sami Naicker.
42. The Complainant says that after advice from the surveyor that he was not able to proceed without the signature of the other co owner he says he went to Mr Singh's office and attempted to speak to the vendor. He sought a refund of his deposit which he says was refused and he then stopped proceeding with the purchase thus forfeiting his deposit.
43. Farook Mohammed Azim, surveyor, gave evidence of meeting at the site of the subject land and whilst acknowledging that all owners are required to execute the scheme plan he said he did not get to that point as after delivery of his quote for the work he received no further instructions.
44. Babu Singh, Barrister & Solicitor, swore an affidavit [Ex R24] but that evidence was untested as he was not available for cross examination. In any event the affidavit says what is his normal practice is and not what actually happened when the Complainant attended his office. This evidence is of very little assistance.
45. Mani Lal Patel, a land surveyor, also swore an affidavit [Ex R16] but was not available for cross examination. He attests to instructions from Chin Sami Naicker to draw a scheme plan to divide the subject land into two equal parcels. This evidence is of no assistance to the issues raised by the Complainant.
46. The Respondent has no knowledge of the execution of the agreement as he was not present when the Complainant says he executed it and he was not present at the office of Babu Singh & Associates.
47. Praveena Kumar Chand the law clerk to whom the Complainant spoke at the office of Babu Singh & Associates gave evidence and said that the agreement was not executed by the Complainant when she first saw it and that she referred the Complainant to Mr Singh for the purpose of executing the agreement. She was unable to say how long the Complainant was with Mr Singh.
48. The Respondent maintains in his evidence that the practice of having an agreement for sale & purchase where the vendor only holds an undivided one half interest is appropriate and that the other vendor will sign a transfer in due course.
49. I find this to be fanciful. There is no obligation on anyone other than the vendor and the purchaser under the agreement and not even an obligation to the vendor to secure the signature of the other tenant in common. This practice shows a complete lack of understanding of fundamental legal principles.

50. The allegation against the Respondent is that he failed to inform the Complainant that the land was co-owned and that he failed to obtain the consent of the co-owner and subsequently enforced the vendor's rights under the agreement.
51. It is clear that both the complainant and the Respondent were aware that the agreement reached between the vendor and the purchaser was that the purchaser would receive freehold title to the whole of the land he contracted to purchase. The agreement drafted by the Respondent did not do this. It is in my opinion not enough for the Respondent to require the Complainant to obtain independent legal advice when the document is incapable of producing the intended outcome.
52. The incompetent drafting and the lack of appreciation by the Respondent of the effect of the document, in my opinion, amounts to professional misconduct as alleged.
53. The Respondent has offered to convey the subject land to the Complainant by having Chin Sami Naicker join in the transaction. This of course would necessitate a fresh agreement or at least the stamping of a transfer between the correct parties. The complainant has indicated his consent to the transfer of one quarter acre of land to him for the consideration of the deposit already paid. This would appear to be an appropriate outcome providing it takes place at no cost to the complainant.

COMPLAINT NO 4

A Unsatisfactory Professional Conduct: Contrary to section 81 of the Legal Practitioners Decree No. 16 of 2009

Particulars

Dorsami Naidu a legal practitioner, between the 11th of January 2008 and the 22nd of October 2008 failed to render to Reena Devi Docker a bill of costs to account for the use of the sum of \$250 paid into the Trust Account of Pillai Naidu & Associates on the 7th of January 2008, which conduct occurred in Dorsami Naidu's practice of law, falling short of the standards of competence and diligence that a member of the public is entitled to expect of a reasonably competent or professional legal practitioner.

B Unsatisfactory Professional Conduct: Contrary to section 81 and 83(1)(c) of the Legal Practitioners Decree No. 16 of 2009

Particulars

Dorsami Naidu a legal practitioner, on the 23rd of October 2008 charged Reena Devi Docker the sum of \$250 in the matter of a proposed purchase of land between one Muniappa Reddy (vendor) and Reena Devi Docker (purchaser) when the legal services rendered in respect of Reena Devi Docker's instructions did not justify costs of this amount, which conduct occurred in Dorsami Naidu's practice of law, falling short of the standards of competence and diligence that a member of the public is entitled to expect of a reasonably competent or professional legal practitioner.

54. The Complainant did not attend to give evidence and the Applicant relies on documents tendered to establish the allegations.
55. There is no dispute that the Complainant attended the Respondent on 7th January 2008 and paid the sum of \$250 by way of retainer [Ex R18]. The Complainant desired to purchase a parcel of the land from Muniappa Reddy.
56. The Complainant met again with the Respondent on the 9th January and then on the 10th January 2008. Negotiation between the Complainant and the vendor fell through and the transaction was terminated.
57. By email dated 11th January 2008 the Complainant asked the Respondent if the sum of \$250 was "adequate for your services to date." That same email advises that the transaction was at an end. It would appear that the issue then became the failure of the Respondent to issue a memorandum of fees to the Complainant for the sum of \$250.
58. A memorandum of fees ultimately issued [Ex R19] and was dated "07th January 2008" the Respondent acknowledges that it issued at a later date and probably after the Complainants filed their complaint on 25th October 2008.
59. This clearly is a matter of incompetence and not dishonestly but in any event failure to render a memorandum of fees in a timely manner and prior to the transfer of fees from a solicitors trust account to his office account is unsatisfactory professional conduct.
60. The memorandum of fees details work that would justify the fees charged and therefore complaint 4B must fail as the allegation is not the failure to render a memorandum of fees but that the legal services rendered did not justify the amount charged.

COMPLAINT 5

A Unsatisfactory Professional Conduct: Contrary to section 81 of the Legal Practitioners Decree No. 16 of 2009

Particulars

Dorsami Naidu a legal practitioner, between the 6th of September 1996 and the 31st of December 2008 failed to keep Marilyn Deo reasonably informed in respect of instructions she had given him in relation to a claim for third party insurance filed at the Nadi Magistrates Court, which conduct occurred in Dorsami Naidu's practice of law, falling short of the standards of competence and diligence that a member of the public is entitled to expect of a reasonably competent or professional legal practitioner.

B Unsatisfactory Professional Conduct: Contrary to section 81 of the Legal Practitioners Decree No. 16 of 2009

Particulars

Ms. Marilyn Deo, the complainant paid Mr. Dorsami Naidu \$400.00 legal fees to act for her after she was involved in a motor vehicle accident on 10th October, 1995 with one Mr. Swami Maharaj. The Complainant was granted the payment of compensation on 17 April, 1998 by the Magistrates Court's in Nadi. Mr. Naidu failed to advise the complainant of the compensation and the amount payable which the complainant has not received until today.

61. The Applicant relies on the untested affidavit of the Complainant [Ex A29], the Complainant residing in Queensland, Australia.
62. The Complainant engaged the Respondent in 1996 following a motor vehicle accident in which she and the members of her family were injured when they were passengers in a taxi the permit for which was owned by Swami Maharaj and Peni Maituka and the taxi vehicle was owned by Subamani Pillay. The vehicle was not insured for use as a taxi.
63. Judgment was obtained by the Respondent in the Nadi Magistrate's Court in 1998 however the judgment has not been able to be enforced.
64. Whilst there maybe some dispute as to the fees paid to the Respondent they are in any event very modest.
65. The Respondent in his sworn evidence says he kept the Complainant informed of the judgments obtained and of the difficulties in enforcing the judgment. He highlights that limited fees have been paid for the work done to date less alone the proposed enforcement action.
66. The only available person to enforce against is Swami Maharaj and the Respondent in his

evidence says that he has no assets in his name.

67. Whilst the frustration of the Complainant is obvious applying the requisite standard of proof I am not satisfied that the Respondent has failed to inform the complainant of the judgment or has failed generally to keep her informed.

COMPLAINT NO 6

A Unsatisfactory Professional Conduct: Contrary to section 81 of the Legal Practitioners Decree No. 16 of 2009

Particulars

Dorsami Naidu a legal practitioner, between the 29th of June 1999 and the 28th of April 2005 in his capacity as principal of Pillai Naidu & Associates, which law firm had received instructions from Indar Deo in respect of the matter of Indar Deo v The Fiji Times HBC217/99L failed to secure a pre-trial conference, or to take all reasonable steps in securing or organising a pre-trial conference with the counsel for the Fiji Times, which conduct occurred in the practice of Dorsami Naidu's practice of law, falling short of the standards of competence and diligence that a member of the public is entitled to expect of a reasonably competent or professional legal practitioner.

B Unsatisfactory Professional Conduct: Contrary to section 81 and Rule 8.1(1)(b) of the Rules of Professional Conduct of the Legal Practitioners Decree No. 16 of 2009

Particulars

Dorsami Naidu a legal practitioner, between the 29th of June 1999 and the 16th of January 2006 in his capacity as principal of Pillai Naidu & Associates which law firm had received instructions from Indar Deo in the matter of Indar Deo v The Fiji Times HBC 217/99L, failed to keep Indar Deo reasonably informed of the progress of matters relating to the civil proceedings filed on his behalf, which conduct occurred in Dorsami Naidu's practice of law, falling short of the standards of diligence and competence that a member of the public is entitled to expect of a reasonably competent or professional legal practitioner.

C Unsatisfactory Professional Conduct: Contrary to section 81 of the Legal Practitioners Decree No. 16 of 2009

Particulars

Dorsami Naidu a legal practitioner, from the 28th of April 2005 until the 28th of June 2006 in his capacity as principal of Pillai Naidu & Associates which law firm had received instructions from Indar Deo in the matter of Indar Deo v The Fiji Times HBC 217/99L failed to reinstitute the proceedings on behalf of Indar Deo after the mater had been struck out on the 28th of April 2005, which conduct occurred in Dorsami Naidu's practice of law, falling short of the standards of diligence and competence that a member of the public is entitled to expect of a reasonably competent or professional legal practitioner.

D Unsatisfactory Professional Conduct: Contrary to section 81 of the Legal Practitioners Decree No. 16 of 2009

Particulars

Dorsami Naidu a legal practitioner, from the 3rd of January 2006 until the 28th of June 2006 in his capacity as principal of Pillai Naidu & Associates which law firm had received instructions from Indar Deo in the matter of Indar Deo v The Fiji Times HBC 217/99L inordinately delayed the return of Indar Deo's file to him, which conduct occurred in Dorsami Naidu's practice of law, falling short of the standards of competence and diligence that a member of the public is entitled to expect of a reasonably competent or professional legal practitioner.

E Professional Misconduct: Contrary to section 82(1)(a) of the Rules of Professional Conduct of the Legal Practitioners Decree No. 16 of 2009

Particulars

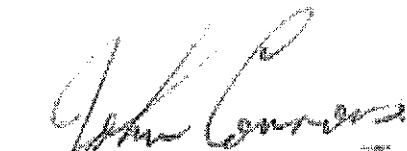
Dorsami Naidu a legal practitioner, between the 29th of June 1999 and the 28th of June 2006 in his capacity as principal of Pillai Naidu & Associates which law firm had received instructions from Indar Deo in the matter of Indar Deo v The Fiji Times HBC 217/99L consistently failed to reach and maintain a reasonable standard of competence and diligence in carrying out Indar Deo's instructions and protecting his legal interests in the said civil matter.

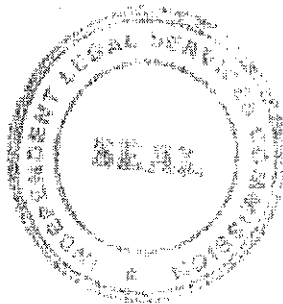
68. All of these complaints arise from instructions received in 1999 from the Complainant to commence proceedings against the Fiji Times.
69. It is clear from the Complainant's evidence that he was a very proactive client and visited the Respondent's premises on a regular basis to ascertain the progress of his matter and to encourage action.
70. Whilst the work was performed by employed solicitors the Respondent appeared to be well aware of the conduct of the matter.
71. The Complainant says that the Respondent did insufficient to obtain a hearing date in a timely manner and did not cause the completion of the pre trial conference to facilitate this occurring in a timely manner. It would appear that the proceedings were listed for trial in 2002 but when Byrne J vacated the trial date the matter returned to the list to await a further date.
72. The listing procedure and the conduct of trials prior to 2005 in High Court Lautoka is a matter of public knowledge. The situation was dire.

73. In the course of a call-over all outstanding matters in Lautoka High Court in 2005 the Respondent or his employee failed to appear and the proceedings were struck out.
74. To facilitate the reinstatement of the matter the lawyer then handling it in the office of the Respondent, Siddharth Nandan, agreed to execute an affidavit.
75. Mr Nandan then left the employ of the Respondent and did not supply the affidavit for about 12 months by which time the Complainant had engaged other lawyers to represent him.
76. The Complainant sought his file and the Respondent delayed in the delivery of the file. Whilst the Fiji Court of Appeal in *Deo v Fiji Times Limited AAU 0054/2007* [Ex A47] absolved the Respondent for any delay prior to 2005, delay post 2005 is inexcusable and is sought to be justified by Mr Nandan leaving the Respondents employ. This justification is unacceptable.
77. By virtue of the evidence and the finding of the Fiji Court of Appeal complaint 6A must fail.
78. The evidence of the Complainant and Mr Nandan confirms the Complainant was a regular attendee upon his legal representative and was therefore kept informed of the progress of the matter. Complaint 6B must therefore fail.
79. The delay post 2005 in reinstating the proceedings and delivering the Complainant his file are not adequately explained and accordingly complaints 6C, D and E are found proved as to unsatisfactory professional conduct.

ORDERS

1. Complaints 2 and 7 are withdrawn and dismissed.
2. Complaints 1A, 1C, 4B, 5A, 5B, 6A and 6B are dismissed.
3. Complaints 1B, 3A, 3B, 4A, 6C, 6D and 6E are proved.
4. The Respondent is found guilty of Unsatisfactory Professional Conduct and Professional Misconduct.


JOHN CONNORS
COMMISSIONER



13 AUGUST, 2010