

**IN THE MATTER OF THE LEGAL PROFESSION ACT
AND IN THE MATTER OF A HEARING INQUIRING INTO
THE CONDUCT OF BONNIE EWING, A MEMBER OF
THE LAW SOCIETY OF ALBERTA**

REASONS FOR DECISION

1. A Hearing Committee was convened to inquire into certain conduct of Bonnie Ewing, a member of the Law Society of Alberta (the "Member") in Calgary on September 8, 2010. The Hearing Committee consisted of Steve Raby, Q.C., Chair, Larry Ohlhauser, M.D., and Dale Spackman, Q.C. Janet Dixon, Q.C. appeared as counsel for the Law Society of Alberta (the "LSA"). The Member was not present at all during the hearing and was not represented by counsel.

Jurisdictional Matters

2. Counsel for the LSA indicated that she had no objection to the composition of the Hearing Committee. The appointment of the Hearing Committee, Notice to Solicitor, Notice to Attend and certification of the Member's status were entered as exhibits 1 through 4, inclusive. For the purpose of the exhibit book however, Exhibit 3 is included in Exhibit 2 as part of the Affidavit of Personal Service on the Member.

Service

3. Counsel for the LSA requested that an Affidavit of Personal Service of Norm Jones dated May 4, 2010 be introduced as Exhibit 2, which Affidavit confirmed personal service of each of the following on the Member:
 - (a) Notice of Composition of Hearing Committee dated April 21, 2010;
 - (b) copy of pre-hearing conference report on April 7, 2010 dated April 19, 2010;
 - (c) Notice to Solicitor dated April 19, 2010;
 - (d) Notice to Attend dated April 19, 2010;
 - (e) Notice of Fee Schedule dated April 19, 2010;
 - (f) copy of Pro Bono Counsel List;
 - (g) copy of Pre-Hearing Guidelines; and
 - (h) copy of Hearing Guide.

Counsel for the LSA noted that the LSA had attempted to serve additional documentation on the Member in the past month relating to certain evidence that it had intended to adduce at the Hearing, but that service had not been affected even with the assistance of a process server. Counsel for the LSA advised that the material the LSA had attempted to

serve was not critical to the LSA's case and would not be introduced as evidence at the Hearing and accordingly, submitted that service has been perfected by reason of the Affidavit of Service in Exhibit 2. The Hearing Committee concurred.

4. Counsel for the LSA noted that the Member had been engaged in the process when the complaints first arose and had attended interviews with LSA investigators during the course of investigation of the complaints. Counsel for the LSA also noted that the Member is on the suspended list of the LSA (confirmed by Exhibit 4) by reason of non-payment of fees.
5. The Hearing Committee concluded that on the basis of Exhibit 2 and submissions by LSA counsel, the hearing should proceed notwithstanding the absence of the Member in person or by counsel at the Hearing.
6. Counsel for the LSA noted that the Member had not requested that any portion of the Hearing be held in private
7. Counsel for the LSA introduced Exhibit 5, which is a Private Hearing Application Notice addressed to the two complainants, DC and SP. As DC was present at the Hearing and SP attended at a portion of the Hearing by telephone, the Hearing Committee concluded that the Hearing should proceed in public.

The Citations

8. The Notice to Solicitor referenced eight citations namely:
 1. IT IS ALLEGED THAT your conduct in respect of personal financial and business matters brought discredit to the profession and that such conduct is conduct deserving of sanction.
 2. IT IS ALLEGED THAT you failed to respond to DC and that such conduct is conduct deserving of sanction.
 3. IT IS ALLEGED THAT you failed to pay amounts awarded in judgements issued by the Provincial Court of Alberta against you and that such conduct is conduct deserving of sanction.
 4. IT IS ALLEGED THAT you failed to respond to the Law Society in relation to the complaint of DC and that such conduct is conduct deserving of sanction.
 5. IT IS ALLEGED THAT you failed to notify the Law Society of the issuance of one or more writs of enforcement against you and that such conduct is conduct deserving of sanction.
 6. IT IS ALLEGED THAT you failed to keep client file information confidential and that such conduct is conduct deserving of sanction.

7. IT IS ALLEGED THAT you failed to respond to the Law Society in relation to the complaint of SP and that such conduct is conduct deserving of sanction.
8. IT IS ALLEGED THAT you failed to file your forms S and T as required by the rules of the Law Society and that such conduct is conduct deserving of sanction.

Overview of Citations and Result of Hearing

9. Citations 1 through 5 arose out of the Member's relationship with DC. The Member acquired a building from DC and her sister-in-law by way of agreement for sale. The building had commercial space on the main floor and a residential apartment unit on the second floor. The Member operated her law practise out of the main floor of the building and for a period of time, resided in the apartment on the second floor. In addition, the Member borrowed monies from DC in relation to certain aspects of her practise. Citations 6 and 7 relate to the tenancy of the Member in a house on an acreage owned by SP and the manner in which the Member dealt with certain of her legal files upon the termination of that tenancy. Citations 5 and 8 are brought by the Law Society by reason of a breach of certain Rules of the LSA.
10. The Hearing Committee ultimately determined that Citation No. 2 was subsumed in Citation No. 1 and that Citations 4 and 7 should be dismissed, but that Citations 1, 3, 5, 6 and 8 were made out. The Hearing Committee concluded that the appropriate sanction in the circumstances was a suspension of one day, that the Member be referred to a Practice Review panel in the event of an application for reinstatement, that the Member be required to pay the full costs of the hearing in the event of an application for reinstatement and that there be an appropriate Notice to the Profession.

Complaint of DC

11. The complaints of DC are embodied in Citations 1 through 3 inclusive.
12. It was the evidence of DC that she and her sister-in-law owned a building in a small town in Alberta that was a mixed-use building, having commercial space on the main floor and an apartment on the second floor capable of use as a residential dwelling. DC indicated that she and her sister had carried out a clothing business on the main floor but had determined to get out of that business. In the course of attempting to re-rent the main floor, DC and her sister-in-law determined that they would be prepared to sell the property. At the time, the upstairs apartment unit was being occupied by a young couple who were saving money to buy a new home.
13. DC's evidence was that she was introduced to the Member who indicated that she wished to open up her own law practice in town as a sole practitioner and that she needed commercial space and would be interested in buying the building. Ultimately, the parties entered into a true agreement for sale whereby title remained in the name of DC and her sister-in-law, but possession passed to the Member and the Member would have been entitled to take title to the property at such time as the balance of the purchase price had been paid in full. The Member filed a caveat against title to the property to protect her interest as purchaser pursuant to the agreement for sale.

14. At the time that possession of the property was transferred to the Member, the Member assumed the existing residential tenancy on the second floor.
15. Shortly after the Member moved into the main floor premises, she determined that renovations would be required in order to accommodate her desired practice set-up. The Member and DC accordingly entered into a loan transaction whereby DC agreed to lend to the Member the sum of \$6,000.00 that was repayable over time with interest to fund the renovations. At the time, DC also provided the Member with business cards and installed some signage in the window of the main floor premises to advertise the Member's law practise, both of which were provided at no cost by DC who had a printing and marketing business as well.
16. DC testified that between the date of the agreement for sale (April 28, 2004) and January, 2007, payments under the agreement for sale and the loan agreement were made on time and DC indicated that it was her impression that the Member had a busy small town legal practise.
17. DC indicated that the payment due under the agreement for sale was missed in January of 2007, the payment was made in February and March of 2007, that the Member gave her an NSF cheque for the April payment, that the Member made the May and June, 2007 payments under the agreement for sale, but that no further payments were made thereafter.
18. DC testified that when the January, 2007 payment under the agreement for sale was not received, the Member advised that she was having some financial difficulty and was not able to pay her phone bill which was outstanding at over \$1,300 and that she desperately needed to pay that bill in order to keep her phone service which was essential to her ability to carry on her legal practise. As a result, DC lent to the Member a further sum of \$1,500. In January of 2007, the \$1,500 coupled with the remaining balance of the original loan (\$2,000) resulted in a loan balance of \$3,500. DC testified that no subsequent payments were ever made under this loan arrangement and that interest continued to accrue. DC indicated that she was charging 7.5% interest through to the end of May of 2007, but increased the rate unilaterally to 9% at that time due to DC's bank having increased her line of credit interest rate by a percent and a half.
19. It is unclear as to when the Member actually ceased operating her law practise out of the main floor of the subject building. DC's testimony was that she was not sure when this occurred but that there was some evidence that the Member hadn't been practising from the location for about three months before late July of 2007 when DC was concerned enough about the physical state of the property that she entered the commercial premises and spoke with someone who she believed was the Member's mother.
20. The Member's testimony in her interview with LSA seemed to indicate that she continued to carry on business from the subject building and ceased doing so only when she was forced to vacate as a result of the actions taken by DC due to default under the agreement for sale.

21. In addition, there was conflicting testimony and uncertainty surrounding when the Member moved into the residential apartment and when the Member vacated it.
22. It appears clear that at some time after April 28, 2004 and prior to January 1, 2007, the existing tenants had bought their own home and moved out. DC was unable to say whether or not the Member had immediately moved into the apartment after this couple had vacated the property or whether the Member had rented the apartment out to third parties for some period of time before she and some of her family moved in. DC quite properly took the position that as a vendor under a true agreement for sale, she had very limited ability to control what the Member did with the property. At some point in time prior to January 1, 2007 the Member and some of her family were residing in the apartment and it appears that at some point in the spring of 2007, the Member moved her residence to Big Valley and vacated the apartment.
23. Exhibit 6, Tab 2 consists of a number of photographs of the interior and exterior of the building taken by DC. The first picture depicted the signage that she had put in the window of the main floor premises and the balance of the pictures were of the residential apartment and the exterior of the property and were taken in July of 2007.
24. The evidence supplied by the pictures and the verbal testimony of DC left no doubt in the minds of the Hearing Committee that the state of the residential portion of the property was disgusting. The residential apartment was a mess, there were holes in the drywall, there were a number of items broken and furniture and belongings had been tossed randomly into the back yard. There was, however, essentially no evidence as to the physical state of the office premises.
25. In her interview, the Member seemed to indicate that some of the damage had occurred before she and some of her family members had moved in and that she had an arrangement with one or more of her children to attempt to effect renovations and repairs to the apartment and that resulted in carpeting having been ripped out, wall paper being torn off the walls and other damage. The Member further indicated that it was her intention to complete those renovations and repairs and that she would have done so had she not been required to vacate the premises by DC due to the termination of the agreement for sale.
26. DC testified that after April of 2007, she left "probably over a hundred" telephone and fax messages for the Member, none of which were returned. Ultimately, DC testified that she decided to sue the Member on the unpaid balance of the loan (but not for any damage to the premises or any amounts owing pursuant to the agreement for sale). DC testified that she attended on the Red Deer Courthouse where she knew the Member was working as Duty Counsel and served her with the small claims summons in respect of the claim under the loan. DC testified that this resulted in the only communication she ever received from the Member after April of 2007 which is an undated and unsigned letter that came in the mail (Exhibit 7, Tab 4).
27. Ultimately, DC obtained a judgment against the Member for \$3,836.16 (Exhibit 7, Tab 5) she filed a Writ of Enforcement in the Judicial District of Red Deer on January 23, 2008

(Exhibit 7, Tab 6) and filed a Writ of Enforcement at the Personal Property Registry (Exhibit 7, Tab 7).

28. In the course of dealing with the complaint through correspondence with Ms. Whitburn of the LSA and in the course of her interview with LSA investigators, the Member candidly admitted that many of the allegations made by DC were true. The most significant disparities were that the Member denied having received numerous communications from DC after April of 2007 and the Member denied that she had caused all of the damage to the residential apartment and suggested that a previous tenant had caused much of damage.

Citation No. 5

29. The Member candidly admitted that she did not report the fact that DC had obtained judgment against her and had filed a Writ of Enforcement as required by the Rules of the LSA. The Member indicated that she was unaware that this was a requirement and that this was her only reason for failing to advise the LSA of the existence of the Judgment and the Writ.

Citation No. 6

30. With the concurrence of the Hearing Committee, the evidence of SP was taken over the telephone. SP indicated that she was looking after a property in Big Valley, Alberta that was owned by her daughter and her new son-in-law. Her daughter and son-in-law had temporarily moved to Saskatchewan as a result of the son-in-law's work and they had therefore requested SP to rent out the property while they intended to be in Saskatchewan.
31. SP testified that a one year lease was entered into with the Member and while it was anticipated that the lease could be extended for so long as the daughter and son-in-law were in Saskatchewan, as a result of their more permanent stay in Saskatchewan, the Member was advised by SP that the lease would not be renewed because the owners wished to sell the property, and accordingly, that the Member would be required to vacate the premises at the expiration of the one year term.
32. SP testified that when the premises were vacated, they were left in a complete mess such that it took her 11 days to put the property back into a condition where it could be listed for sale. SP further testified that in the course of cleaning up the property, she came across a black binder in the upstairs bedroom and a file cabinet in the basement both of which, upon SP's cursory examination of same, appeared to contain legal files.
33. SP testified that she contacted the Member in order to arrange for the Member to pick up these files, but had difficulty in making contact with the Member. Ultimately, the Member requested that SP take the files and drop them off with her daughter who lived more than 60 kilometres away. SP indicated that she declined to do so. The Member then subsequently suggested that her daughter could arrange to come pick up the files from SP. SP at this point in time had already contacted the LSA, and she indicated that she declined to allow the Member's daughter to come pick up the files. SP testified that

she was not aware that the Member's daughter had been working in the Member's office and when asked why she wouldn't have allowed the daughter to pick them up, her response was that if she were a client of the Member's, she wouldn't want the Member's daughter having access to her legal files.

34. Ultimately, an investigator with the LSA picked up the files when he attended upon SP to interview her.
35. In her response to the LSA and in her interview with LSA investigators, the Member did not dispute much of SP's evidence. She did indicate that she had made a number of efforts to try to contact SP to make arrangements to obtain the files. She indicated that as a result with her obligations in court, she was not physically present when the Big Valley Property was vacated and that essentially her boyfriend and one or more of her children handled this and that despite her request of them to take all legal files with them, they had obviously missed some. The Member also indicated that by this point, she was having a very difficult time, given her financial circumstances, in attempting to keep working as a lawyer and that she simply didn't have the time or the gas money to personally attend and retrieve the files from SP.

Citation No. 8

36. It appears clear that the Member got behind in her filing of her Form S and Form T and that she breached the rules of the Law Society in this regard.

LSA Counsel's Submissions on Guilt

37. Ms. Dixon submitted that by reason of the lack of appearance of the Member at the Hearing, an adverse inference could be drawn in the event of a conflict of evidence.
38. With respect to Citation No. 1, Ms. Dixon indicated that in her view if Citation No. 1 was made out, this would overlap with Citation No. 3. Ms. Dixon also referred the Hearing Committee to Chapter 8 Rule 3 of the Code of Professional Conduct (the "Code") which reads as follows: "A lawyer having personal responsibility for a financial commitment incurred in the business aspects of practise must ensure that such commitment is fulfilled unless there is reasonable justification for the lawyer's failure to do so." Ms. Dixon also referred to Chapter 3 Rule 1 of the Code: "A lawyer must refrain from personal or professional conduct that brings discredit to the profession." Ms. Dixon specifically pointed to the commentary to Rule 1 of Chapter 3 of the Code, which indicates that because of a lawyer's quasi-official position in society, the personal and professional behaviour of a lawyer may attract more attention than that of a non-lawyer and may directly or indirectly influence the public's perception of the justice system in the profession. Ms. Dixon submitted that there was sufficient evidence that the Member's personal conduct in this case was such that it brought discredit to the profession. While behaviour outside of the practise will not normally result in disciplinary proceedings, if the lawyer's misconduct is so egregious that it brings the profession into disrepute, then Ms. Dixon submitted that a citation can be made out. Ms. Dixon suggested that the Hearing Committee could find that Citation No. 1 was made out even in the absence of

dealing with financial obligations, if the physical condition in which she left both the DC property and the SP property was egregious and that there was no adequate explanation for such conduct.

39. With respect to Citation No. 2, Ms. Dixon indicated that a failure to respond by the Member to DC on numerous occasions with respect to a business obligation was such that Citation No. 2 should be made out.
40. With respect to Citation No. 3, Ms. Dixon noted that the only justification for failing to pay a business obligation incurred in the Member's practise as specifically set forth in the Commentary to Chapter 8 Rule 3 of the Code would be:
 - (a) the inability to pay created by insolvency of which the lawyer was not aware at the time the obligation was incurred; or
 - (b) the existence of a legitimate and bona fide defence to the obligation.

In this case, Ms. Dixon was of the view that both the loan and the agreement for sale to acquire the building had elements of a business obligation and that reasonable justification for non-payment was not present and therefore Citation No. 3 should be made out.

41. Mr. Dixon indicated that she was not pursuing Citation No. 4, being a failure to respond to the Law Society in respect of the complaint of DC. Ms. Dixon indicated that although the Member's response was not particularly timely, she did engage in the process, provided written responses to Ms. Whitburn's letters and participated in the interview with the investigator. Her lack of timeliness was generally explained in her correspondence and her interview.
42. Ms. Dixon indicated that the member had essentially admitted Citation No. 5 and that her only explanation for the breach of the Rule was that she was unaware of it.
43. Ms. Dixon suggested to the Hearing Committee that Citation No. 6 had been made out by the fact that the Member did not ensure that appropriate steps were taken to have all file material removed from the Big Valley residence when it was vacated and when the matter was brought to her attention by a member of the public, namely SP, she did not take reasonable immediate steps to protect solicitor-client privilege by ensuring that the files were returned to her in a manner that was acceptable.
44. For the reasons set forth above in respect of Citation No. 4, Ms. Dixon indicated that she did not wish to pursue Citation No. 7.
45. Ms. Dixon submitted that the Member had essentially admitted that Citation No. 8 and that it was therefore made out.

Decision as to Guilt

46. The Hearing Committee concurred with Ms. Dixon that Citations 4 and 7 are not made out and they are therefore dismissed.
47. The Hearing Committee noted that there was both a monetary and non-monetary aspect to the complaint of DC and although it could be argued that Citation No. 3 is really a subset of Citation No. 1 which is a much broader citation, the Hearing Committee accepted the submission of Ms. Dixon that personal conduct of a lawyer which does not involve a monetary payment that is so egregious that it brings the profession into disrepute is sanctionable conduct in accordance with the provisions of the Code. In order to properly denounce such conduct in the public interest, the Hearing Committee concluded that the conduct of the Member in her dealings with both DC and SP were sufficient to make out Citation No. 1 but in this regard, the Committee noted the following:
 - (a) that Citation No. 1 should be amended to read as follows:

"IT IS ALLEGED THAT your conduct in respect of personal, financial and business matters brought discredit to the profession and that such conduct is conduct deserving of sanction"; and
 - (b) that the conduct referenced in Citation No. 2 in failing to respond to the communications from DC dealing with her business obligations is really subsumed in Citation No. 1.

Accordingly, the Hearing Committee concluded that Citation No. 2 be subsumed into Citation No.1, that Citation No. 1 be amended to read as aforesaid and that the amended Citation No. 1 is made out on the basis of not only the failure to adequately deal with business obligations in a timely fashion with a member of the public but also in leaving rented properties in a physical state so egregious that it brings the profession into disrepute in the eyes of the public.

48. The Hearing Committee analyzed whether or not the Member had a reasonable justification for avoiding the business obligations in respect of the payments due under the agreement for sale and in the loan repayment. At best, it could be argued that at the time the original loan agreement was entered into and at the time the agreement for sale was entered into, the Member had no awareness of the potential of her future insolvency. While the Hearing Committee was prepared to give the Member the benefit of the doubt in this regard, the Hearing Committee concluded that at the time DC provided the additional loan amount in January of 2007 to cover the Member's phone bills, the Member clearly understood at that time that she was on very shaky financial ground and at the time, she was aware of either actual insolvency or pending insolvency by reason of her personal obligations at the time (largely arising by reason of the status of the restaurant business that was referenced in her interview with the investigator). Accordingly, Citation No. 3 is made out by reason of the failure to pay the judgment

obtained by DC and the fact that a portion of the judgment amount was lent by DC to the Member at a time when the Member knew or should have known she was insolvent.

49. The Hearing Committee concurs with Ms. Dixon that Citations 5 and 8 are made out and that the Member essentially admitted to them.
50. With respect to Citation No. 6, the Hearing Committee concluded that while the Member made some efforts to deal with the return of the files that were left behind at the Big Valley residence and came into the possession of SP, her attempts to deal with the return of the files and to properly protect solicitor-client privilege arising from the files fell short of the standards required by the Code. The reality is that a member of the public had to advise the Member that the files had been left behind, that a member of the public had to repeatedly remind the Member to arrange to pick-up the files and ultimately a member of the public had to meet with LSA representatives in order to properly transfer the files. Accordingly, the Hearing Committee finds that Citation No. 6 has been made out.
51. Notwithstanding the findings of guilt was set forth above, the Hearing Committee noted the tragic circumstances that the Member found herself in at the time of the conduct that gave rise to the citations. What had started as a promising small town Alberta practise quickly fell apart in the wake of a marital break-up, the Member having to look after at least 3 if not 5 children as a single parent and the Member attempting to deal with a series of debts relating to both her law practise and the business of her ex-husband which she was personally liable for. Somehow, in the face of all of this, the Member continued to attempt to actively practise somewhat to look after some of her children who were still at home and was driving many miles a day to attempt to earn a living. The Member in her interviews indicated that she was essentially living day by day and was somehow hoping to re-establish herself in the legal community whereby she could earn sufficient monies to deal with her debts and continue to take care of her family. Although the Hearing Committee noted that some of her choices were not particularly good choices, and while the tragedy of her situation does not excuse the misconduct, the situation that the Member found herself in was tragic nonetheless.

Submissions on Sanction

52. Ms. Dixon submitted that the Hearing Committee should, as always, keep the purposeful approach to sanctioning in mind in order to protect the best interests of the public and the reputation of the profession. While Ms. Dixon indicated that there was a possibility that a Hearing Committee could come to the conclusion that a large fine would have been sufficient denunciation of the conduct in this case, a fine in the Member's circumstances would simply exacerbate her financial situation and that accordingly, the only sanction that can meet the purposeful test of sanctioning in this case is a suspension. When pressed by the Hearing Committee, Ms. Dixon indicated that a short suspension should be sufficient and suggested that perhaps 30 days might be appropriate.
53. Ms. Dixon indicated that one of the significant reasons for suspension is to ensure that if the Member seeks re-admission, the matter can go to a Practise Review Committee to ensure that the member's personal affairs are back in order and that the entirety of the

material before this Hearing Committee should be made available to any such Practise Review panel.

54. Ms. Dixon indicated that due to the significant effect that the Member's conduct had on members of the public, the sanctioning should be at the high end so that it is seen as a public denunciation of such conduct. Further, the Member has chosen not to engage in the process and did not attend the Hearing. This has aggravated the Member's conduct, goes to a question of governability and has caused the public to be inconvenienced.
55. Ms. Dixon further noted that the Member's complete disregard for solicitor-client privilege also requires a significant sanction due to the necessary element of public protection of solicitor-client privilege and the fact that the Law Society spends significant resources in attempting to ensure that the concept of solicitor-client privilege is not eroded.
56. Ms. Dixon submitted that the Member should be required to pay full costs of the Hearing by reason of the fact that she took no part in the process. She did however suggest that, given the Member's financial incapacity, the Member should have a reasonable time to pay such costs.

Decision as to Sanction

57. The Hearing Committee concluded, that notwithstanding the Member's personal difficulties at the time the conduct occurred, the reality is that the member disregarded her professional obligations and the result of such disregard is that the reputation of the profession has been sullied in the eyes of at least the complainants in this matter. The Hearing Committee concurred with Ms. Dixon that on the purposeful approach of sanctioning, given the Member's egregious conduct and the practical difficulties with imposing a significant fine, a suspension in this circumstance is warranted in order to denounce such conduct.
58. The Hearing Committee concluded however that a one day suspension would be sufficient to confirm such public denunciation.
59. Further, the Hearing Committee noted that the length of the suspension was not the most significant issue in the sanctioning of this Member. What is most important is that the Member will be obliged to make application to be reinstated following the suspension if she wishes to practice again in the future, and the Hearing Committee orders that, as a condition of such reinstatement, the Member must satisfy a Practise Review Panel that the issues that caused the Member to breach the Code will not reoccur in the event that the Member is reinstated. It is further ordered that all of the exhibits in this matter was well as this decision be available to such Practise Review Panel.
60. The Hearing Committee specifically noted that it did not necessarily agree with Ms. Dixon's submissions that the Member had complete disregard for solicitor-client privilege and was completely reckless in her approach to her practise. The Hearing Committee felt that there was evidence that the Member understood the requirement to protect solicitor-client privilege but she simply didn't go far enough to meet her obligations in this regard.

The Committee also was of the view that while the Member's conduct as a professional was below an acceptable level, the Member was not deliberately reckless.

61. The Hearing Committee orders that the Member pay the actual costs of the Hearing when known, but that such costs will not be payable until such time as the Member makes application for reinstatement.
62. As the sanction involves a suspension, the Hearing Committee ordered that a Notice to the Profession be provided.
63. There is no requirement to notify the Attorney General.
64. There is no requirement of a custodian for the Member's practise as the Member has no outstanding active files to the knowledge of the LSA.
65. All Exhibits and this Decision will be available for public review and copying, but all client names and names of members of the public shall be redacted therefrom.

DATED this 7th day of November, 2010.

Stephen G. Raby, Q.C.

Dr. Larry Ohlhauser

Dale Spackman, Q.C.