

**LAW SOCIETY OF ALBERTA**  
**IN THE MATTER OF THE *LEGAL PROFESSION ACT*;**  
**AND**  
**IN THE MATTER OF A HEARING REGARDING**  
**THE CONDUCT OF DOUGLAS HODGSON,**  
**A MEMBER OF THE LAW SOCIETY OF ALBERTA**

**Hearing Committee:**

Donald Cranston, QC - Chair  
Mark Asbell, QC - Committee Member  
Dr. Nick Tywoniuk - Committee Member

**Appearances:**

Counsel for the Law Society – Nancy Bains  
Counsel for Douglas Hodgson – Simon Renouf, QC

**Hearing Date:**

February 8, 2017

**Hearing Location:**

Law Society of Alberta at 800 Bell Tower, 10104 – 103 Avenue, Edmonton, Alberta

**HEARING COMMITTEE REPORT**

**Jurisdiction, Preliminary Matters and Exhibits**

1. On February 8, 2017, a Hearing Committee convened at the office of the Law Society of Alberta (LSA) to conduct a hearing regarding a number of citations against Douglas Hodgson. Counsel for Mr. Hodgson and counsel for the LSA were asked whether there were any objections to the constitution of the Hearing Committee. There being no objections, the hearing proceeded.

2. The jurisdiction of the Hearing Committee was established by Exhibits 1, 2, 3 and 5, consisting of the letter of appointment of the Hearing Committee, the Notice to Solicitor, the Notice to Attend to the Member and the Certificate of Status of the Member with the LSA. The parties agreed the Hearing Committee had jurisdiction.
3. The Certificate of Exercise of Discretion pursuant to Rule 96(2)(b) of the *Rules of the Law Society of Alberta* (“Rules”), Exhibit 4, indicates there were no persons who have applied for a private hearing. Accordingly, the Hearing Committee directed that the hearing be held in public.
4. At the outset of the hearing, Exhibits 1 through 11 contained in the Exhibit Book, which had been provided to the Hearing Committee in advance, were entered into evidence in the hearing with the consent of the parties.

### **Citations**

5. The Conduct Committee directed 24 citations. The parties agreed, at the outset of this hearing, that citations 1, 2, 7, 10, 12 and 13 should be amended as set out in Schedule A to the Statement of Admitted Facts and Admission of Guilt, referred to below. This Hearing Committee accepted those amendments.

### **Agreed Statement of Facts**

6. At the commencement of the hearing, the parties provided this Hearing Committee with a Statement of Admitted Facts and Admission of Guilt. That Statement of Admitted Facts and Admission of Guilt is appended to this decision as Appendix 1. Mr. Hodgson admitted his guilt to citations 4, 6, 9, 11, 15, 17, 18, 20, 22 and 24, directed by the Conduct Committee to hearing. Mr. Hodgson further admitted guilt to amended citations 1, 2, 7, 10, 12 and 13, if this Hearing Committee accepted the amendments.
7. Pursuant to section 60 of the *Legal Profession Act*, this Hearing Committee found that the Statement of Admitted Facts and Admission of Guilt was in a form acceptable to it after carefully considering the submissions of counsel.
8. Section 60(4) of the *Legal Profession Act* provides that once a Statement of Admitted Facts and Admission of Guilt is accepted by the Hearing Committee, it is deemed for all purposes to be a finding of the Hearing Committee that the conduct of the member is conduct deserving of sanction.
9. Having made that determination, the only remaining question for this Hearing Committee was one of appropriate sanction.

## Submission on Sanction

10. Exhibit 12 was introduced in evidence as the record of Mr. Hodgson. It indicates that Mr. Hodgson has no discipline record with the LSA.
11. Counsel for the LSA advised that Mr. Hodgson and his counsel worked co-operatively with the LSA towards achieving the Statement of Admitted Facts and Admission of Guilt. The facts were complicated, involving nine different real estate transactions, and the investigation itself took considerable time. In the initial stages there were some suggestions by the complainant of intentional wrongdoing by Mr. Hodgson, but in the course of the investigation that was determined to be without merit.
12. The parties agreed to the following joint submission on sanction:
  1. There should be a suspension of 30 days, though the commencement date for that suspension was not agreed;
  2. Mr. Hodgson would continue in Practice Management for 12 months from the date of this decision, or such longer period as determined appropriate by the Practice Management Manager;
  3. Mr. Hodgson will pay costs within one year of his re-instatement following his suspension. The estimate of costs entered as Exhibit 13 would be reduced such that the investigation cost component in that estimated statement of costs stated to be \$35,604.78, would be reduced to \$20,000. Further, of the amount of costs ordered, the parties agreed Mr. Hodgson may allocate up to \$5,000 spent on his continuing legal education which would include course fees and reasonable travel and expenses upon submission of receipts and subject to approval by the Practice Management Manager. The payment of the costs will be reduced by any such amount.
13. As has been noted by other Hearing Committees, joint submissions on sanction should not be lightly disregarded and should be accepted unless unfit, unreasonable, contrary to the public interest, or if there are good and cogent reasons for rejection. The Supreme Court of Canada in *R v Anthony-Cook*, 2016 SCC 43 (Can LII) has established that the public interest test is the appropriate test when determining whether to depart from a joint submission. That test requires the tribunal to consider whether the joint proposal regarding sentence would bring the administration of justice into disrepute or would otherwise be contrary to the public interest.
14. Counsel for the LSA submitted that the joint submission on sanction is reasonable and sanctioning principles have been appropriately met. The events which gave rise to these citations happened between 2007 and 2009, some years ago. Mr. Hodgson has

voluntarily participated in the LSA's Practice Management Program and has been very cooperative in working with the LSA. Five days of hearing were avoided by that cooperation. Mr. Hodgson has demonstrated enthusiasm for improving his practice skills.

15. LSA counsel noted that Mr. Hodgson has no record, and that there is a low risk of recurrence in his case.
16. Mr. Hodgson is currently practicing as a sole practitioner. His practice is approximately 60% corporate law, 30% real estate and 10% miscellaneous. As his counsel indicated, he has benefited from his participation in the Practice Management Program at the LSA. There are no complaints delivered to the LSA since the events which gave rise to these citations.
17. We are advised there are no outstanding claims against Mr. Hodgson with the LSA's insurer. No one has sued him in relation to the matters which are the subject of the citations.
18. In these circumstances, we are satisfied that the joint submission on sanction is appropriate, fit, reasonable, and in the public interest. There are no cogent or good reasons for rejecting the joint submission.
19. The one issue which was not agreed between counsel for the LSA and Mr. Hodgson was the start date for serving the 30-day suspension. LSA counsel, in consultation with Practice Management, suggested that the month of June would be appropriate. On the one hand, that would give sufficient time for Mr. Hodgson to arrange his practice so that his clients will not be disadvantaged by this suspension, and on the other hand, LSA counsel argued that the suspension would not be unduly delayed. Mr. Hodgson asked this Hearing Committee to consider the suspension be served in the month of August 2017. We were advised that as a sole practitioner, it would take some time to make appropriate arrangements to either have an associate join his practice and have sufficient time to be able to assume responsibility for that practice during the period of suspension, or alternatively, to have another practitioner assume responsibility for the practice.
20. The difference between the two positions is only two months. The only rationale offered by the LSA for its position that the suspension period should not be served in the summer was that it might give the impression that it was really nothing more than a summer vacation. In all of the circumstances, we were not persuaded that is the case. In fact, the suspension will be made public. The timing of the service of suspension will ensure that clients of Mr. Hodgson will not be adversely affected. As 30% of his practice is real estate, we are advised that there is a bulge in real estate closings in the May and June time period. In the circumstances, we think that a direction that the 30-day suspension period be served no later than August 2017 is fair and appropriate, and in the public interest.

**21.** Accordingly, it is our decision that:

1. There shall be 30-day suspension served by Mr. Hodgson no later than August 2017;
2. Mr. Hodgson shall continue in Practice Management for a period of 12 months or such longer period of time determined by the Practice Management Manager;
3. Mr. Hodgson shall pay the costs approved by this Hearing Committee to be reduced, for the investigation costs component, to \$20,000. The costs will be paid within one year from the date Mr. Hodgson is re-instated following his suspension;
4. With respect to payment of the costs, payment will be reduced by an amount up to \$5,000 spent by Mr. Hodgson on continuing legal education, including course fees and reasonable travel and expenses upon submission of receipts and subject to approval by the Practice Management Manager.

**22.** There will be no notice to the Attorney General.

**23.** The Exhibits and proceedings will be available for public inspection, which includes copies of Exhibits for a reasonable copy fee. The Exhibits and transcripts shall be redacted to exclude privileged information and any information that identifies any complainants in this matter.

Dated at the City of Edmonton in the Province of Alberta, this 29<sup>th</sup> day of May, 2017.

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Donald Cranston, QC

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Mark Asbell, QC

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Dr. Nick Tywoniuk

## **APPENDIX 1:**

IN THE MATTER OF THE LEGAL PROFESSION ACT  
AND  
IN THE MATTER OF A HEARING REGARDING THE CONDUCT OF  
DOUGLAS HODGSON,  
A MEMBER OF THE LAW SOCIETY OF ALBERTA

### STATEMENT OF ADMITTED FACTS AND ADMISSION OF GUILT

#### **INTRODUCTION**

1. I was admitted as a member of the Law Society of Alberta in April 1993.
2. My present status with the Law Society of Alberta is Active/Practicing.
3. I have practiced in Edmonton, Alberta from 1993 to present.
4. My practice comprises Real Estate Conveyancing, Corporate, Commercial and Civil Litigation.

#### **CITATIONS**

5. On March 2, 2016, the Conduct Committee Panel referred the following citations to hearing:

(File #1)

1. It is alleged that you failed to follow your client FLM's instructions;
2. It is alleged that you facilitated your client WC to achieve an improper purpose;
3. It is alleged that you acted improperly while in a conflict of interest position;

(File #2)

4. It is alleged that you failed to provide competent legal services to your client T.K.;
5. It is alleged that you failed to be honest and candid with your client FNF;
6. It is alleged that you failed to provide competent service to your client FNF;
7. It is alleged that you failed to follow the instructions of your client FNF;
8. It is alleged that you acted while in a conflict of interest;

(File #3)

9. It is alleged that you failed to provide competent legal services to your clients BM and N-B;
10. It is alleged that you failed to follow the instructions of your client N-B;

(File #4)

11. It is alleged that you failed to follow the instructions of your client EC;

(File #5)

12. It is alleged that you failed to follow the instructions of your lender client CF;
13. It is alleged that you failed to provide competent legal services to your client EC;

(File #6)

14. It is alleged that you failed to follow instructions of your lender client TD;
15. It is alleged that you failed to provided competent legal services to your client TD;
16. It is alleged that you failed to respond in a timely manner to correspondence from your client TD;
17. It is alleged that you failed to provide competent legal services to your clients RM & TM;
18. It is alleged that you failed to properly supervise your employees;

(File #7)

19. It is alleged that you participated in an improper scheme to deceive a third party, and lied to or misled another lawyer;
20. It is alleged that you failed to respond promptly to communications by another lawyer;

(File #8)

21. It is alleged that you failed to respond and report to your lender client AHL in a timely manner;
22. It is alleged that you failed to properly supervise your employees;

(File #9)

23. It is alleged that you failed to respond in a timely manner to correspondence from another solicitor;

24. It is alleged that you failed to properly supervise your employees.

## **FACTS**

6. A Trustee in Bankruptcy for a company operated by a [•] (“WC”) advised the Law Society of WC’s questionable conduct and alerted the Law Society to the fact that I represented WC in a number of transactions. An investigation was initiated by the Law Society and numerous files connected to WC were examined. Nine files were identified that indicated conduct deserving of sanction on my part. WC’s companies include [•] (“OPH”), [•] (“SSPS”) and [•] Alberta Ltd (“123 Ltd”).

### **File #1**

7. OPH sold a property at [•] to [•] (“MH” and “KH”) in December 2008 for the price of \$400,000, with a down payment of \$1,000. MH and KH obtained a high ratio mortgage from First Line Mortgages (“FLM”). I represented [OPH], MH and KH and FLM in the transaction.

8. My Esilaw trust ledger #[•] indicated the following entries:

December 2, 2008 \$60,000 direct deposit from BMO

December 3, 2008 \$2,716.28 from MH and KH.

December 12, 2008 \$340,000 from FLM

December 12 2008 \$401,396.13 disbursed to OPH.

December 12, 2008 \$157.50 to [RF] (lawyer)

December 18, 2008 \$1162.65 trust transfer for A/R

9. The cash to close was calculated at November 28, 2008 as \$399,216.28, but instead, \$401,396.13 was paid to OPH.

10. I received two cheques from MH and KH (\$60,000 and \$2716.28) and sent a letter dated December 1, 2008 to the Royal Bank of Canada (“RBC”) to request certification of the two cheques. However, the original, non-negotiated cheque for \$60,000, payable to my firm, signed by MH still remains on the file, thus I acknowledge that it was never sent to RBC to be certified. I have no recollection as to why that cheque would not have been forwarded to RBC for certification.



11. I do not dispute the \$60,000 originated from the company SSPS and that the funds did not originate with MH and KH.
12. Further, I recall arranging for lawyer [•] ("RF") of Fort Saskatchewan to attend to the execution by MH and KH of the various mortgage documents at RF's office in Fort Saskatchewan.
13. The mortgage documents, as executed by MH and KH were returned to my office. A notation on the bottom of the letter from RF to me, dated November 28, 2008, states: "As confirmed by you we are sending them (documents) back to your office with WC". I myself do not recall how the executed documents were returned to my office.
14. I also understand that according to MH, WC was present during the signing of the mortgage documents by MH and KH. I was not aware of WC's presence at the meeting with MH and KH if that did indeed occur. I understand that RF also has a lack of recall of WC's presence during the meeting.
14. I acknowledge that I did not charge MH and KH for my legal services but rather billed OPH.
15. I understand that MH and KH have acknowledged they were straw buyers in this transaction and claim they were to be paid by WC for their participation.
16. I submit that I was not aware of any arrangements WC made with MH and KH to be straw purchasers, particularly by virtue of the fact MH and KH had signed a statutory declaration in front of RF indicating they would be using the property as their personal residence. I did not detect anything unusual about this real estate transaction and I felt that all paperwork was appropriately executed through RF. However, in hindsight, I should have been alert to certain red flags.
17. *I admit that I failed to supervise employees to ensure that my client FLM's instructions were complied with.* Specifically, I failed to advise the lender that \$60,000 of the cash to close was received from a third party, but credited to the purchasers and I advanced mortgage funds notwithstanding the third party funds.
18. I further *admit that I unknowingly facilitated my client WC to achieve an improper purpose*, by failing to see the indicators, such as:
  - a) I represented all parties involved in the transaction;
  - b) The purchasers were not required to provide the \$60,000 balance of the cash to close. These funds instead came from a third party associated with the vendor;
  - c) The documents signed by MH and KH were delivered to my office by WC;

- d) The balance of trust funds were paid to OPH, the vendor, an amount greater than they were entitled to;
- e) OPH paid all legal fees and disbursements; and
- f) I signed a transfer of land and a Direction to Pay on behalf of OPH.

File #2

- 19. [•] (“TK”) was a “lease-to-own” tenant who exercised her option to purchase a property at [•] from the lessor SSPS. TK purchased the property after 1 year of the 3 year lease agreement at the request of WC and she acquired a mortgage through FNF Canada/Money Connect (“FNF”) and a second mortgage from OPH with a closing date of October 11, 2007.
- 20. I represented the purchaser TK, the vendor SSPS, the first mortgagee FNF, and the second mortgagee OPH. WC was the principal of Smart Start and the registered owner of the land with his wife [•] (“RC”).
- 21. The lease agreement with SSPS specified a monthly allocation for \$225.05 for property taxes included in TK’s payments to SSPS. Further, my firm had undertaken to pay the 2007 taxes on behalf of the vendor. TK received a Property Tax Statement dated July 9, 2008 from FNF indicating that \$4260.64 in back taxes had not been paid. Her monthly mortgage payments increased by \$468.61 as a result.
- 22. Further, it was not until end of June 2008 that the property was finally registered to TK and the mortgage registered to FNF.
- 23. I acknowledge that this file did not have my full and undivided attention and certain requirements were not executed properly nor in a specified period of time, such as:
  - a) I did not advise that the property had been transferred within the preceding 12 months;
  - b) The lender consented to me acting for only the mortgagee and the purchaser. Since I also acted for the second mortgagee and vendor I should have disclosed and obtained consent of all parties;
  - c) \$3,886.14 remained in trust for almost 2 years and then my firm paid it to OPH without apparent authority to do so. It is likely that the remaining funds should have been used for tax adjustments or paid to the vendor;
  - d) A mortgage for \$32,000 was registered in favor of OPH, but my trust ledger did not record a receipt of any funds; and

- e) There were no documents on file to indicate the balance of purchase proceeds were received from the purchaser, or paid to the vendor SSPS.
24. *I admit that I failed to provide competent legal services to my client TK.*
25. *I further admit that I failed to provide competent service to my client FNF.*
26. *Additionally, I admit that I failed to supervise employees to ensure that the instructions of my client FNF were complied with.*

File #3

27. [•] (BM) purchased a property at [•] from SSPS as part of a Lease with Option to Purchase agreement. A Purchase Contract was signed on June 19, 2007 between SSPS and BM with a sale price of \$251,500 and a closing date of July 17, 2007. BM acquired a mortgage from N-Brook Mortgage Group (“N-B”).
28. I represented SSPS, BM, and N-B.
29. N-B sent to me Mortgage Instructions dated July 4, 2007 for BM’s mortgage including a list of specific instructions, as follows:
- a) “Solicitor to pay Revenue Canada in the amount of \$10,148 from the mortgage proceeds”;
  - b) “We consent to your acting for the Lender as well as the Borrower(s) and/or the Guarantor provided that you disclose this fact to the Borrower(s) and/or Guarantor and obtain their consent in writing and that you disclose to each party all information you possess or obtain which is or may be relevant to the transaction”; and
  - c) “You must submit the Solicitor/Notary Final Report on Title, on the enclosed form and with the stated enclosures, within 30 days after the final advance is made. If your final report cannot be submitted in this time frame, you must provide us with a letter explaining the reason(s) for the delay”.
30. The assistants in the office carried out the bulk of the work on the file with very little supervision except for some assistance of an associate in the office. However, I do acknowledge that the corresponding files were opened under my name. I also acknowledge that instructions from the lender were sent to me. I further acknowledge that I had at least some involvement in the file as evidenced by my signature in a letter to N-Brook dated July 17, 2007 confirming the transaction had closed.
31. WC sent me an email dated January 22, 2008 indicating BM had called him saying BM’s name was still not on title. Once I learned of the oversight, I immediately had a Document Registration Request sent to Land Titles on January 23, 2008 to register the Transfer of Land and the mortgage. The BM title and the N-B mortgage were registered on January 30, 2008. The purchaser and lender were ultimately left unprotected for 6 months.

32. Further, I acknowledge that Revenue Canada was never paid the \$10,148 from the mortgage proceeds. Instead, in error, the balance of the funds were paid to the purchaser, BM. I also acknowledge that reporting to the lender was not completed as required, in a timely manner.
33. *I admit that I failed to provide competent legal services to my clients BM and N-B.*
34. *I admit that failed to supervise employees to ensure the instructions of my client N-B were complied with.*

File #4

35. [•] (“EC”), mother of WC, was the registered owner of [•]. I opened a file in the name of WC with respect to the sale of that property. A purchase contract for that property indicated WC as vendor and [•] (“LP” and “CP”) as purchasers with a purchase price of \$399,000 and a closing date of December 5, 2008. I represented EC on the sale of this land.
36. I appreciate that on file there is an “Authority to Pay” signed by EC indicating the balance of sale proceeds were to be paid to her. However, I met with EC and she advised me, contrary to her written instructions, to do what WC directed me to do with her estate. I do acknowledge that I did not have written authority from her to do so, though I did have it from her verbally. On closing \$185,305.43 was paid to discharge the mortgage on title. \$196,839.46 was paid to 123 Ltd and referred to as “cheque enclosed to you” on a reporting letter to WC and EC. The balance of funds was used to pay realtor fees, legal fees, and taxes. No funds were paid directly to EC.
37. I also submit that I had no dealings with the purchase contract whereby WC was noted as the seller. I further submit that in order for the transfer of title to occur, EC had to have been the signatory on the Transfer of Land.
38. *I admit that I failed to properly document the instructions of my client EC.*

File #5

39. EC purchased a property, at [•] from SSPS and obtained a new mortgage from Concentra Financial (“CF”). The Purchase Contract between Smart Start and EC was signed August 31, 2009 by WC (seller) and EC (purchaser) for \$344,000. I represented SSPS, EC and CF in the transaction.
40. A handwritten note in my file dated September 25, 2009 indicated that EC was purchasing the property from SSPS for \$344,000 and she would pay \$199,975, and WC would “gift” the rest of the equity. EC obtained a mortgage from CF for \$202,500 with a closing date of September 30, 2009.
41. The CF solicitor instructions to me for the EC mortgage instructed the following:

- a) Any material facts which may adversely affect the Lender's position as a First Charge on the property to be disclosed to the Lender prior to the advancement of funds.
  - b) "...any subsequent amendments to the Agreement of Purchase and Sale are to be referred to this office for direction prior to the release of funds."
  - c) CF consented to me acting for the borrower as well; however, signed consent was to be obtained from the mortgagor acknowledging: joint representation with CF, and that all information was to be disclosed to both parties.
42. *I admit that I failed to supervise my employees to ensure instructions of my client CF were complied with, in that:*
- a) CF should have been advised that there was a change to the agreement terms in that the borrower/purchaser was not paying the purchase balance of \$144,025, but instead this amount was being "gifted" to her by the vendor. This was a significant event that should have been disclosed.
  - b) There was no signed consent from the purchaser to joint legal representation and the requirement for disclosure of information to the other party.
  - c) Mortgage proceeds were paid to a third party, OPH, rather than the vendor, but this was not disclosed to the lender.
  - d) A final report did not go to CF until 10 months after the closing date and without response to several requests.
- a) No written acknowledgement was obtained that the balance of the purchase priced had been "gifted" and was no longer outstanding.
43. I submit that EC advised me that I was to follow WC's instructions in respect of her financial affairs. My understanding of the situation was that she was relying virtually exclusively on WC in order to deal with her financial affairs. I do acknowledge that I failed to get written instruction from EC on every detail of dealing with her financial affairs.
44. Thus, *I admit that I failed to properly document instructions of my client EC.*

File #6

45. [•] ("TM" and "RM"), the brother-in-law of WC, purchased a property at [•], through Realtors with the vendor separately represented. I represented the purchasers and the lenders, TD Bank ("TD"), and OPH.
46. The purchase price was \$489,000 with deposits of \$10,000 leaving a balance payable on closing of \$479,000, subject to tax adjustment. The TD mortgage proceeds were

\$415,615 leaving a balance of \$63,350 to be paid by the purchasers. The purchase closing date was August 27, 2007.

47. On August 27, 2007, I credited \$481,347.00 to this file's trust ledger as received from OPH. The closing amount of \$480,372.61 was paid the next day to the vendor's solicitor. The mortgage proceeds were credited on September 5, 2007. There is no indication that the purchasers deposited any money into this trust ledger. The result is that the purchasers' balance was paid by OPH. There is no indication that TD was advised that the purchasers' cash requirement was provided by someone other than the purchasers.
48. Given that much time has passed, to the best of my knowledge at that time, TM and RM had invested monies with one or more of WC's corporations, I understood that the direct deposit from OPH may have been a short-term loan to TM and RM.
48. I acknowledge there were various transfers to other unrelated files from the funds received from OPH and the TD mortgage proceeds.
49. After numerous requests for a final report by TD, the transfer of land to TM and RM and the TD mortgage were registered on March 3, 2008 - more than 6 months after the transaction closed, leaving TD and the purchasers unprotected during that period. I had entrusted a junior lawyer at my office and an assistant with handling the matter but as soon as I became aware of the correspondence in 2008, I immediately resolved the matter.
50. TD also repeatedly requested a solicitor's report on November 6 and December 6, 2007, and February 22, 2008. When I became aware of the oversight, I provided the solicitor's report on August 6, 2008.
51. *I admit I failed to provide competent legal services to my client TD*
52. *I admit that I failed to provide competent legal services to my clients RM and TM.*
53. *I admit that I failed to properly supervise my employees.*

#### File #7

54. I represented WC and OPH for payout of an OPH second mortgage by the [•] on a property located in Fort McMurray. The firm [•] ("V & J") sent a letter dated May 30, 2008 enclosing a trust cheque to pay out the OPH mortgage and requested a registerable discharge for the mortgage.
55. I sent a letter dated June 4, 2008 to V & J indicating an enclosure of a Discharge of Mortgage. However, it appears that the Discharge of Mortgage sent by my office was rejected by the Land Titles Office. V & J sent 4 letters, over 10 months, to request a correction from my office. The correspondence went unanswered but finally, on January 29, 2010, I sent appropriate registrable discharge documents to V & J.
56. *I admit that I failed to respond promptly to communications by another lawyer.*

File #8

57. I represented the purchasers, WC and RC and the lender in a transaction, the sale of [•], closing December 1, 2006. The lender made several follow-up requested for reports and documents. Documents were not provided until November 2007 with the final copy of title on March 10, 2008. I was not aware of the delay in processing all of the documentation.
58. Thus, *I admit that I failed to properly supervise my employees.*

File #9

59. I acted for the vendors WC and RC in the sale of the property of [•]. There was a delay in receipt of a mortgage discharge. This resulted in a lengthy delay in satisfying undertakings to the purchaser's solicitor, without interim communication, despite repeated requests.
60. I acknowledge that my office received a letter from [•] dated July 16, 2007 as the fifth request for proof of discharge. I was not aware of the previous correspondence. Once the matter had been brought to my attention, it was dealt with immediately.
61. *I admit that I failed to properly supervise my employees.*

**ADMISSIONS OF FACT AND GUILT**

62. I admit as facts the statements in this Statement of Admitted Facts and Admission of Guilt for the purposes of these proceedings.
63. I acknowledge that I have had the opportunity to consult legal counsel and provide this Statement of Admitted Facts and Admission of Guilt on a voluntary basis.
64. For the purposes of Section 60 of the *Legal Profession Act*, I admit my guilt to Citations 4, 6, 9, 11, 15, 17, 18, 20, 22 and 24 directed on March 2, 2016. Further, I admit my guilt to Citations 1, 2, 7, 10, 12 and 13 if the amendments as proposed herein are allowed by the Hearing Committee. For ease, attached is a Schedule of the Citations I admit guilt to.

THIS AGREED STATEMENT OF FACTS AND ADMISSION OF GUILT IS MADE THIS 8th DAY OF FEBRUARY, 2017.

"Douglas Hodgson"

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DOUGLAS HODGSON

## SCHEDULE A

1. I admit that I failed to supervise employees to ensure that my client FLM's instructions were complied with; (amended)
2. I admit that I unknowingly facilitated my client WC to achieve an improper purpose; (amended)
4. I admit that I failed to provide competent legal services to my client T.K.;
6. I admit that I failed to provide competent service to my client FNF;
7. I admit that I failed to supervise employees to ensure that the instructions of my client FNF were complied with; (amended)
9. I admit that I failed to provide competent legal services to my clients BM and N-B;
10. I admit that failed to supervise employees to ensure the instructions of my client N-B were complied with; (amended)
11. I admit that I failed to follow the instructions of my client EC;
12. I admit that I failed to supervise my employees to ensure instructions of my client CF were complied with; (amended)
13. I admit that I failed to properly document instructions of my client EC; (amended)
15. I admit that I failed to provide competent legal services to my client TD;
17. I admit that I failed to provide competent legal services to my clients RM & TM;
18. I admit that I failed to properly supervise my employees;
20. I admit that I failed to respond promptly to communications by another lawyer;
22. I admit that I failed to properly supervise my employees;
24. I admit that I failed to properly supervise my employees.