

THE LAW SOCIETY OF MANITOBA

IN THE MATTER OF:

NEIL WILLIAM SULLIVAN (the “member”)

- and -

IN THE MATTER OF:

THE LEGAL PROFESSION ACT

Hearing Dates: January 22-26, 2018 and February 8, 2018

Panel: Richard J. Scott (Chair)
Wendy Stewart
Marston Grindey (Public Representative)

Counsel: Rocky Kravetsky for the Law Society of Manitoba
Gavin Wood for the Member

REASONS FOR DECISION

Introduction

1. The Citation before this panel alleges professional misconduct on the part of the member in failing to act “honourably and with integrity” (hereinafter “integrity”), or to provide his clients with service that was “competent, timely, conscientious, diligent, efficient and civil” (hereinafter “competent”), while acting for the purchasers of a residential dwelling, as well as, their mortgagee. In order to determine the issues before us, it was necessary for the panel to conduct five and a half days of hearing and to receive evidence about current real property conveyancing practises and procedures.

2. The member was called to the Bar in 1996 and after a varied career, some of it outside the Province of Manitoba, moved back to Manitoba and requalified in

2013. Mr. Sullivan's firm has, to put it mildly, a very busy real estate practice. We were advised that the firm handles approximately 1,000 transactions a year; at the times relevant to these proceedings, the firm engaged a single paralegal – this number has now expanded to three we were told. The transaction that we are concerned with, involves the purchase and sale (in the spring of 2016) of two of three contiguous residential lots in Stonewall, Manitoba. The member acted for the purchasers, E.O. and A.O., as well as RBC, the mortgagee. While the member's practice primarily involves transactions within metropolitan Winnipeg, he testified that, on average, he would also handle a few each year in the Stonewall region.

The Facts

3. The chronology of events begins for us in late March 2016, when E.O. and A.O. made a written offer on "674 3rd Street West, Stonewall, Manitoba...Lots 16 and 17..." After a slight adjustment in the purchase price, the offer was accepted on March 27, 2016. The purchase price was \$263,000.00. In her acceptance, the vendor stipulated "buyers aware lot is 100'x150'." This as we shall see, is a critical fact.

4. The Certificate of Title consisted of three adjacent 50'x150' lots. While the vendor, B.L., wished to sell all three lots, the purchasers could only afford to purchase the two lots on which the residential dwelling was situated. The lots were numbered 16, 17 and 18. The house is on lots 17 and 18, lot 16 being vacant. The vendor wanted an additional \$90,000.00 for the latter. Throughout the early proceedings, the parties assumed that lot 18 was the vacant lot. While this common error added a bit of confusion along the way, it was, as we shall see, of little moment in the end.

5. The offer and listing agreement were promptly provided to the member. Like the offer, the listing also referred to lots 16 and 17 rather than lots 17 and

18. As was his practice, the member opened a file referring only to the residential street address. With a possession date of May 1, 2016, the solicitor for the vendor promptly wrote to the member enclosing a Statement of Adjustments and a copy of the Surveyor's Certificate. The "subject" section in the letter referred only to the street address. Subsequently on April 26, 2016, the vendor's solicitor forwarded the closing documents to the member by letter. The reference in the letter described "Lots 16 and 17 of Civic Address: 674 3rd Street West, Stonewall." The Transfer and Declaration as to Possession referenced "Lots 16 and 17 Block "R" Plan 2594 WLTO." Mortgage approval from RBC came very late in the day and referred to the residential address only. E.O. and A.O. met with the member in his office late on April 28, 2016. The purchaser's Declaration as to Possession, Order to Pay, Mortgage and Acknowledgement of Receipt of Documents each referred to all three lots rather than two. The member apparently did not notice the contradiction between the legal description in the Transfer of Land on the one hand and the Mortgage on the other.

6. Once the Transfer of Land and Mortgage documents had been filed in the Land Titles Office, an examiner, not surprisingly, noted the discrepancy between the legal descriptions (lot numbers) and contacted the member's paralegal. There followed a phone conversation between the member's paralegal and vendor's lawyer's paralegal. The best that can be said about it is, that neither now has a precise recollection of what transpired. Sufficient it is to say, that there followed on May 29, 2016, a correction letter to the Land Titles Office signed by the member referring to "a typographical error" in the Transfer and requesting that the Transfer of Land be amended to include all three lots attesting that "I have been granted the authority to make the requested change by the transferors." Registrations were then completed.

7. On June 9, 2016 the vendor's solicitor confirmed that final adjustments had been finished and the member closed his file, but not for long.

8. It should also be noted that the mortgage transaction, unlike the transfer of property itself, closed pursuant to the Western Law Societies Conveyancing Protocol (the "Protocol"), which the member certified to RBC that he had complied with. Under the heading "Duties of the Purchaser's Lawyer," the Protocol mandated "if there is any issue as to whether the title encompasses all but only the land agreed to be purchased, further investigations were required," as well as, confirmation that the transfer "will not require subdivision approval (i.e. that the land to be conveyed is either all of the land legally described on the title or the whole of a lot on a plan of subdivision, or is otherwise capable of conveyance without subdivision approval" and a review of the transfer to confirm, "that the description of the transferor's conforms precisely to the description of the registered owners on the title."

9. This is where matters stood when E.O. and A.O. attended the Municipal Office in Stonewall to pay the real property taxes (in early June 2016) and discovered that they were registered as owners and hence required to pay taxes on all three lots, as opposed to just two. There followed between June 10, 2016 and July 1, 2016 a series of emails between E.O and A.O. on the one hand and the member that can best be described, for now, as unprofessional. In a nutshell:

- the purchasers explicitly advised the member that they were being charged taxes "for both lots" (meaning the two lots they had purchased, plus the one they had not purchased);
- they noted that the owner had wanted \$90,000.00 for the "small lot"; and
- they advised they had been told by the town office that the previous owners had not subdivided the lot and were "registered as the owners on all of it."

10. The member's response was, in part, "that sounds like good news." A few weeks later, the member advised E.O. and A.O. that it was "not possible for someone to sell just 16 and 17...since 16, 17 and 18 are all on one title," "...the

vendors can't go and sell lot 18 because they don't own it," and that they should "take down" the vendor's for sale sign (on lot 16) and "if they try and put it up again, tell them they're trespassing," opining with respect to the vendor "it sounds like they're just a little off their rocker." On July 1, 2016 the purchasers asked "if you would be able to notify their lawyer about this issue" to which the member responded, "I'll do whatever you need, but I'd suggest it's best not to involve their lawyer." The most kindly interpretation, is that this can best be described as a "wait and see if they catch on" approach.

11. There was then a hiatus until late October 2016 when it was the vendors turn to pay her tax bill on the remaining further lot (lot 16), only to discover that according to the tax office, she no longer owned it. The vendor contacted the lawyer who had acted for her on the sale, who in turn, wrote to the member (with a heading referencing "Lots 16 and 17 of Civic Address: 674 3rd Street West, Stonewall") advising that the correction letter (changing the legal description on the Transfer from two to three lots) had not been authorized by his office.

12. This in turn caused the member's paralegal to contact the Land Titles Office to inquire about a solution, which eventually, resulted in a transfer of the three lots back to the vendor, followed by a transfer of the two "house lots" (17 and 18) to E.O. and A.O.

13. In the meantime, the member wrote an email on November 7, 2016 to a number of Land Titles officials, the vendor's lawyer and some others setting forth the background, asserting that he had assumed that "one could not simply convey a portion of a title by omitting a particular lot number and that the overall confusion all contributed to my later very reasonable presumption that the omission of this one lot number was merely a typographical error." The member also asserted that rather than try to unwind the transaction, the matter would have been resolved either by accepting a transfer of the three lots to his clients, or "for our clients to agree to accept merely lots 16 and 17 [really lots 17 and 18] in circumstances

where I would have to opine that the better view is that it was the three lot civic address for which they bargained.”

14. Following this, the member made further inquiries of municipal authorities. Upon being persuaded evidently, that it was indeed permissible for the transaction to have proceeded in the way that both the vendor and the purchasers had intended, without any further Land Titles requirements, the member's clients agreed to proceed in accordance with the Land Titles recommendation.

15. But this was not the end of it because the mortgage, of course, also needed to be dealt with. Eventually, with assistance from the Law Society, the RBC agreed to accept security on the two lots (lots 17 and 18) bringing an end to this sorry tale. As an end note, in the letter of January 16, 2017 to the RBC requesting that it agree to change the legal description in its Mortgage, the member conceded, it would seem for the very first time that, “the parties intended and agreed that Ms L. would sell lots 17 and 18 to E.O. and A.O., together with the house situated on them, for the sum of \$263,000.00... E.O. and A.O. have confirmed that Ms L. offered to include the vacant lot 16 in the transaction for an additional \$90,000.00, but they declined to purchase it.”

16. These are the basic facts as we find them to be.

Argument

17. The Citation (annexed to these Reasons) is divided into two broad counts asserting, in effect, that the facts and background establish a failure on the part of the member to act with integrity throughout the convoluted transactions and, as well, in this particular instance, an unacceptable quality of service by failing to act in a competent manner. While these two components assert distinct ethical shortcomings, the foregoing description of the underlying facts just summarized, will make it obvious that the facts relevant to these allegations are intertwined.

18. Counsel for the Law Society in his submissions on the alleged lack of integrity, focused primarily on two things, firstly, the “weird” responses and recommendations given by the member to his purchaser clients following their advice in early June 2016, that they were being charged for real property taxes on all three lots; and secondly, his willful blindness in failing to deal with the patent conflict of interest between his two sets of clients, in terms of the scope of the bank’s security (exacerbated by his failure to follow the bank’s mandate to comply with the Protocol).

19. As for the quality of service, there was a failure; counsel submitted, to recognize, despite multiple opportunities to do so, that there was a serious problem with the efficacy of the transaction and to deal with it promptly in the best interest of both sets of clients. This includes, as we have just seen, the failure to comply with the Protocol as was mandated by his retainer with the bank, or to recognize the potential seriousness of the misunderstanding about the property being purchased (and mortgaged). This is exemplified by his misuse of the correction letter when the Land Titles Office recognized the patent inconsistency between the legal descriptions in the Transfer and the Mortgage. Looking at the transactions from beginning to end, counsel asserted the member demonstrated a failure to recognize his professional duties and to respond ethically. It was both a defect in the quality of service and a demonstrated lack of integrity to advise the purchasers to sit back and hope that the vendor did not catch the mistake. It was a defect in the quality of service to not recognize that the transaction, as originally contemplated, (two lots sold, one retained by the vendor) was simple and straight forward and no partition or subdivision was required.

20. The member’s counsel for his part, asserted that a significant factor overlooked by the Law Society was the absence of deliberate misconduct on the part of the member, or for that matter, any intentional element at all. Every professional he argued, assumed at one time or another that the purchase

involved the entire civic address (i.e. three lots and not just two), and that it was therefore, a typical straight forward real estate transaction. (But this is not so: the purchasers and the vendor were never in any doubt and any initial misunderstanding by the vendor's solicitor was corrected by his client early on.) As for the error with respect to the lot numbers, it was simply a case of a dropped or missing "digit" (a descriptor used as well by the member from time to time during his testimony) and hence presumably just a typographical error fully justifying the correction letter of May 29, 2016.

21. While his client eventually conceded that he failed to notice the discrepancies in the legal descriptions between the Transfer and the Mortgage, the error was innocent and minor and definitely not reckless as asserted by Law Society counsel. The member's only real fault was in not tracking the file once he became aware of the mix up in the lot numbers in June 2016. The ordinary "man in the street" (with hindsight), would not be critical of the member for such an innocent error.

The Law

22. The legal principles applicable to the allegations contained in the Citation are well understood and need not be elaborated upon in any great detail.

23. Integrity is the cornerstone of the practice of law. As the Commentary to Rule 2.1 of the *Code of Professional Conduct* notes "A lawyer's conduct should reflect favorably on the legal profession, inspire the confidence, respect and trust of clients and of the community, and avoid even the appearance of impropriety." It is the duty of the Law Society to "uphold and protect the public interest in the delivery of legal services with competence, integrity and independence." (Section 3(1) of *The Legal Profession Act*.) This is further exemplified by the Integrity section of the *Code* when in its introduction it states "A lawyer has a duty to carry on the practice of law and discharge all responsibilities to clients,

tribunals, the public and other members of the profession honourably and with integrity.”

24. As for competence, Commentary [2] of the Competence Rule 3.1 of the *Code of Professional Conduct* states “Competence is founded upon both ethical and legal principles. This rule addresses the ethical principles. Competence involves more than an understanding of legal principles: it involves an adequate knowledge of the practice and procedures by which such principles can be effectively applied. To accomplish this, the lawyer should keep abreast of developments in all areas of law which the lawyer practises.”

25. Similarly, under the Competence section, the following Commentary is made under the “Honesty and Candour” heading, “A lawyer’s duty to a client who seeks legal advice is to give the client a competent opinion based on a sufficient knowledge of the relevant facts, and adequate consideration of the applicable law and the lawyer’s own experience and expertise. The advice must be open and undisguised and must clearly disclose what the lawyer honestly thinks about the merits and probable results.”

26. It is also important to recognize that despite the format of the typical Citation, these are civil and not criminal proceedings and therefore, the standard of proof throughout is on a balance of probabilities. See *Re Stevens* (1979), 55 O.R. (2d) 405, 1979 CanLII 1749 (Ont Div.Ct): As the panel there noted “What constitutes professional misconduct by a lawyer can and should be determined by the discipline committee. Its function in determining what may in each particular circumstance constitute professional misconduct ought not to be unduly restricted. ...Probably no one could approach a complaint against a lawyer with more understanding than a group composed primarily of members of his profession.” In terms of conduct unbecoming, the authorities are clear that “such conduct can include acts of negligence and does not necessarily include moral turpitude.” See para. [58], *Hesje v. The Law Society of Saskatchewan*,

2015 SKCA 2; to similar effect see para. [65], where the Saskatchewan Court of Appeal emphasized again that, a finding of conduct unbecoming was reasonable even though no finding had been made against the member that he had acted willfully or recklessly or had acted with *mala fides*. "...it was not required to do so."

27. Strong authority also emphasizes that the drafting of counts and particulars in a Citation such as that before us, does not require the same level of exactitude as one would expect when reviewing an Indictment in a criminal proceeding. See para. 37, *Ho v. Alberta Association of Architects*, 2015 ABCA 68. See as well para. 12, *Fitzpatrick v. Alberta College of Physical Therapists*, 2012 ABCA 207, [2012] AJ No. 680, which reiterates that since the decision of the Supreme Court in *FH v. McDougall*, 2008 SCC 53, [2008] 3 S.C.R. 41, there is only one civil standard of proof namely the balance of probabilities which has always been applied to professional disciplinary proceedings. See finally, *D. (T.) v. Manitoba (Director of Child and Family Services)*, 2015 CarswellMan 460, 2015 MBCA 74 para. 36, to the same effect.

28. Surprisingly, there are few authorities that deal extensively with the meaning of the word integrity. One definition is "soundness of moral principle and character...it is synonymous with "probity," "honesty," and "uprightness." See *Black's Law Dictionary* (4th Edition), 1968: St. Paul MN, West Publishing Co. The best and simplest definition we have been able to find is "Having integrity means doing the right thing in a reliable way. It's a personality trait that we admire, since it means a person has a moral compass that doesn't waver." See *vocabulary.com* online: <https://www.vocabulary.com/dictionary/integrity>.

Decision

29. We conclude that the member committed acts of professional misconduct as generally particularized in the Citation, namely, a failure to discharge his professional duties with integrity, as well as failing to provide legal services to his clients in a competent manner.

30. As for the failure to act with integrity, we reject the assertion so vigorously advanced by the member's counsel that the failures identified in the evidence and summarized earlier were minor in nature and of little consequence, nor do we accept that some level of deliberateness or forethought is required on the part of the member whose conduct is under review before such a finding can be made. The insistence that the error, in the end, consisted of nothing more than "dropping a digit" or some other minuscule typographical error is disingenuous at best. The member's behavior towards his clients, E.O. and A.O. in early June 2016 and his "advice" to them if it could be called that, demonstrated, to be kind, a careless and cavalier attitude toward what had suddenly become a potential crisis for E.O. and A.O., and as we have seen, was also wrong; what for example would have happened if the clients relying on his instruction, had built a permanent structure on the third lot, which they had not purchased but with respect to which they had been advised to treat as their own. Similarly, his failure to follow the clear directions from the mortgagee pursuant to the Protocol, which he advised his client he had done, is equally unacceptable. Had he put his mind to it, it is hard to imagine that he would have made the error that he did; his failure to strictly follow the mandates of the Protocol, was no mere technical violation.

31. As for the quality of service, as noted earlier this issue is ultimately connected with the demonstrated lack of integrity. Numerous warnings and indicators that something was amiss concerning the third lot were ignored or passed off as being of no consequence (or conversely requiring a complex,

extensive and expensive subdivision); waiting for the vendor to discover the error and advising the purchasers to keep mum about it and use the third lot as their own is both unethical and demonstrates a lack of diligence. The use of the correction letter to correct what was anything but a mere "typographical error" in such circumstances, was inappropriate.

32. Then there is the potential conflict between the purchasers and the mortgagee which went unrecognized for so long and was only reluctantly and belatedly addressed with Land Titles, and it must be said, with the Law Society's assistance.

33. Two additional comments need to be made. Firstly, we disagree with the suggestion made by the member's counsel that the standard by which the member's conduct is to be judged was that of the ordinary "man in the street." Nothing could be further from the truth. Lawyers representing clients in any circumstance, are held to a high professional standard, which only makes sense given the profession's virtual monopoly on the provision of legal services for the citizens of this country. Secondly, to put it delicately, the member did not help his case by being argumentative throughout much of his cross-examination; in particular, in declining to acknowledge any serious mistakes on his part other than a failure to utilize his "tickler system" to bring forward the file once he became aware through his clients, the purchasers, that there was an issue concerning what should have been transferred from the vendor to the purchasers.


Disposition

34. For the reasons set out above, this panel finds the member guilty of professional misconduct in failing to discharge his legal responsibilities in the circumstances with integrity, as well as, his failure to provide his clients with service that was competent. Specifically, we find the allegations set forth in the

Citation to be proven as set forth in particulars 1(a)(ii), 1(a)(iii), 1(b), 1(c), 2(a), 2(b), 2(c), 2(d)(i), 2(d)(iii), 2(d)(v) and 2(d)(vi). The few particulars not enumerated above, are those where we were not completely satisfied from the evidence on a balance of probabilities that the specific facts alleged had been established; notwithstanding, the rejection of these allegations do not affect in any way, our conclusion that the legal and factual requirements to establish the charges in the two Citations have been proven in each instance.

35. A sentencing hearing should now be promptly arranged.

DATED this 26th day of March, 2018.


Richard J. Scott


Wendy Stewart


Marston Grindey

THE LAW SOCIETY OF MANITOBA

IN THE MATTER OF:

NEIL WILLIAM SULLIVAN

- and -

IN THE MATTER OF:

THE LEGAL PROFESSION ACT

CITATION

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THE LAW SOCIETY OF MANITOBA

IN THE MATTER OF:

NEIL WILLIAM SULLIVAN

- and -

IN THE MATTER OF:

THE LEGAL PROFESSION ACT

CITATION

TO: NEIL WILLIAM SULLIVAN, of the City of Winnipeg, in the Province of Manitoba, lawyer, and a member of The Law Society of Manitoba.

TAKE NOTICE that a hearing will be held by a panel of the members of the Discipline Committee established by the Benchers of The Law Society of Manitoba to consider charges of professional misconduct laid against you by the Complaints Investigation Committee of The Law Society of Manitoba. If you are found guilty of professional misconduct, you may be disbarred and your name struck off the Rolls of The Law Society of Manitoba or you may be suspended from practising law or you may otherwise be dealt with by the Discipline Committee panel under the provisions of *The Legal Profession Act* and the *Rules of The Law Society of Manitoba*. A statement of the charge(s) forms part of this notice and is as follows:

THAT YOU, the said NEIL WILLIAM SULLIVAN, called to the Bar in the Province of Manitoba on the 26th day of June, 1996, and entered as a lawyer in the Rolls of The Law Society of Manitoba under the provisions of *The Legal Profession Act*, and being a member of The Law Society of Manitoba, by your actions, as particularized herein, did commit professional misconduct in that:

1. While representing your clients E O and A O ("Mr. and Ms. O"), as purchasers, and Bank ("B"), as mortgage lender, in respect of a real estate transaction that closed on May 1, 2016 you acted contrary to Rule 2.1-1 of *The Code of Professional Conduct* in that you failed to carry on the practice of law and discharge your responsibilities to your clients, the public and other members of the legal profession honourably and with integrity.

Particulars

a) You were advised by Mr. and Ms. C in June 2016, after closing of their purchase that they were being charged for taxes on three lots when they had only purchased two but:

- i) you did not contact the vendor's solicitor or otherwise seek to correct the error;
- ii) you advised Mr. and Ms. O that it was "good news" if they "own more land you thought";
- iii) upon confirming that three lots had been conveyed when only two were the subject of the purchase and sale agreement, rather than proceed to take steps to correct the error you advised Mr. and Ms. O to treat the additional lot as their own.

b) On July 1, 2016 Mr. and Ms. O instructed you:

- i) that they had purchased only two lots from the vendor;
- ii) that they did not intend to keep the third lot that had also been conveyed to them;

- iii) that they would cooperate in correcting the error but did not wish to incur costs for that purpose; and
- iv) to contact the vendor's solicitor;

but contrary to those instructions you:

- v) advised Mr. and Ms. O that it was best to keep the vendor's lawyer out of it;
- vi) advised Mr. and Ms. O to treat the third lot as their own;
- vii) advised Mr. and Ms. O, without making any inquiry or conducting any research, that the vendor had not been entitled to convey only two lots;
- viii) advised Mr. and Ms. O to wait and see whether the vendors were heard from;
- ix) took the position with the vendor's lawyer, ostensibly on behalf of Mr. and Ms. O, that the additional lot should and did belong to them;
- x) took the position with The Property Registry and The Law Society of Manitoba that the additional lot should and did belong to Mr. and Ms. O

- c) You reported to B that you had complied with the Western Law Societies Conveyancing Protocol, when you had not.

2. While representing your clients E O and A O ("Mr. and Ms. O"), as purchasers and Bank, as mortgage lender, in respect of a real estate transaction that closed on May 1, 2016 you acted contrary to Rule 3.2-1 of *The Code of Professional Conduct* in that you failed to provide your clients with service that was competent, timely, conscientious, diligent, efficient and civil.

Particulars

- a) You were retained in respect of the purchase of two of three lots described in a single Certificate of Title but you caused all three lots to be conveyed to your clients ignoring or otherwise failing to consider:
 - i) The purchase and sale agreement, which provided only for two lots to be conveyed;
 - ii) The listing agreement, which clearly stated that only two of the three lots were included;
 - iii) Correspondence from the vendor's lawyer identifying the property to be conveyed as only two of the lots;

- iv) **The Transfer of Land prepared by the vendor's lawyer providing for the transfer of the same two lots specified in the purchase and sale agreement, the listing agreement and the vendor's lawyer's correspondence.**
- b) **Despite agreeing to act on a real estate transaction involving the conveyance of only two of three legally described lots you:**
- i) **were unaware that such a conveyance was permitted by law;**
 - ii) **took no steps to educate yourself as to the law and practice applicable to the transaction;**
 - iii) **proceeded on the basis that the only solution was to convey all three lots;**
 - iv) **did not consult with the vendor's lawyer concerning the effect of your understanding;**
 - v) **did not take instructions from your clients before proceeding to cause three lots to be transferred when only two were described in the purchase and sale agreement.**
- c) **You accepted instructions to proceed to close the transaction pursuant to the Western Law Societies Conveyancing Protocol ("Protocol") but you failed to comply with the requirements of the Protocol and did not proceed pursuant to it.**
- d) **After submitting for registration a Transfer of Land ("the Transfer") prepared by the vendor's lawyer providing for conveyance of the two lots described in the purchase and sale agreement together with mortgage documents prepared by you identifying three lots, you received an inquiry from The Property Registry ("TPR") as to whether the Transfer of Land was correct and you then:**
- i) **Submitted a "Correction Letter" requesting TPR to correct the Transfer so as to include a third lot, representing that the failure to include that third lot in the Transfer was the result of a typographical error and that it was the intention of the parties that all three lots be included in the description of land to be transferred, when it was the parties' intention that only the two lots described in the purchase and sale agreement be conveyed;**
 - ii) **Issued the Correction Letter without taking instructions from any of your clients and without consulting directly with the vendor's lawyer;**
 - iii) **Issued the Correction Letter relying on communications between your staff member and a staff person employed by the vendor's lawyer without having instructed your staff member as to what detail to communicate to the vendor's lawyer;**
 - iv) **Issued the Correction Letter relying on communications between your staff member and a staff person employed by the vendor's lawyer without ascertaining what had been communicated between them;**

- v) Issued the Correction Letter when you knew, or ought to have known, that your staff member had sought and received permission only to correct an unspecified typographical error and, in particular that there had been no communication that it was your intention to alter the description of the land to be conveyed by the Transfer, as so corrected;
- vi) Issued the Correction Letter when you knew, or ought to have known, that the vendor's lawyer had not been made aware of your intention to so alter the description of the land to be conveyed by the Transfer, as so corrected.

AND THEREFORE you did commit professional misconduct.

YOU OR YOUR COUNSEL are required to appear before the Chairperson of the Discipline Committee or his designate on **Tuesday, April 4, 2017 at 12:00 noon**, at the offices of The Law Society of Manitoba, 219 Kennedy Street, Winnipeg, Manitoba, to set a date for the hearing of the charges against you. If you or your counsel do not attend at the said time and place, the Chairperson of the Discipline Committee, in accordance with the *Rules of The Law Society of Manitoba*, may proceed to set a date for the hearing in your absence.

DATED at the City of Winnipeg, in the Province of Manitoba, this 27th day of March, 2017.



KRISTIN DANGERFIELD
Chief Executive Officer
The Law Society of Manitoba