

IN THE MATTER OF ALASTAIR JOHN GRAHAME BROWN, solicitor

- AND -

IN THE MATTER OF THE SOLICITORS ACT 1974

Mr. K I B Yeaman(in the Chair)
Mr. D J Leverton
Mr. D E Marlow

Date Of Hearing: 15th July 1997

FINDINGS

of the Solicitors' Disciplinary Tribunal
constituted under the Solicitors Act 1974

An application was made on behalf of the Office for the Supervision of Solicitors by Andrew Christopher Graham Hopper solicitor of P O Box 7, Pontyclun, Mid Glamorgan, on the 16th December 1996 that Alastair John Grahame Brown of Totteridge London N20 might be required to answer the allegations contained in the statement which accompanied the application and such order might be made as the Tribunal should think right.

The allegations were that the respondent had:-

- (1) failed to comply with Rule 5 of the Solicitors Practice Rules 1990 in that he controlled, actively participated in or operated (either alone or by or with others) a business which provided services which might properly be provided by a solicitor's practice and which was not itself a solicitor's practice or multi-national partnership, other than in accordance with the Solicitors Separate Business Code 1994, namely Lancecrown Limited, trading as Lancecrown Legal Services;
- (2) been guilty of conduct unbecoming a solicitor in that he continued to act as a solicitor when his own interests conflicted with those of his client;

- (3) been guilty of conduct unbefitting a solicitor in that he took, or attempted to take, unfair advantage of his client;
- (4) been guilty of conduct unbefitting a solicitor in that he was a party to the provision of inaccurate information to the Registrar of Companies.

The application was heard at the Court Room No. 60 Carey Street, London WC2 on the 15th July 1997 when Andrew Christopher Graham Hopper of PO Box 7, Pontyclun, Mid Glamorgan appeared for the applicant and the respondent appeared in person.

The evidence before the Tribunal included the oral evidence of Paul David Danks, a Consultant Costs Draftsman, and exhibits "AJGB1" and "AJGB2" respectively being a copy of Principle 15:05 and a bundle of correspondence handed in by the applicant. The respondent denied the allegations and made submissions to the Tribunal; he did not give evidence.

At the conclusion of the hearing the Tribunal ORDERED that the respondent Alastair John Grahame Brown of [redacted] Totteridge, London, N20 solicitor be suspended from practice as a solicitor for an indefinite period commencing on the 15th July 1997 and they further ordered him to pay the costs of and incidental to the application and enquiry to be taxed if not agreed by one of the Taxing Masters of the Supreme Court.

The facts are set out in paragraphs 1 to 19 hereunder:-

1. The respondent was born in 1944 and was admitted as a solicitor in 1977.
2. At the material times the respondent practised as a solicitor in what was described as the capacity of a consultant to Lancecrown Limited, trading as Lancecrown Legal Services.
3. The Company Lancecrown Limited was incorporated on the 25th August 1993, and, from the date of its acquisition from company registration agents on or about the 8th September 1993, had as its registered office [redacted], Totteridge, London N20. A change of registered office was notified on the 31st January 1995. The registered office then moved to 467 High Road, Wood Green, N22 which was the trading address of Lancecrown Legal Services. In his letter of the 24th April 1996 to the Solicitors Complaints Bureau (the Bureau) [redacted] was the respondent's private address.
4. Lancecrown Limited was struck off the register under Section 652 (5) of the Companies Act 1985 on the 14th November 1995 and dissolved by notice in the London Gazette on the 21st November 1995.
5. The only annual return filed, in respect of the year to the 25th June 1994, identified the respondent and Mrs C W Brown (his wife), as each holding one of the two issued shares. On the 9th January 1995, at which time the respondent had been active in assisting Mr M through Lancecrown Limited and had received costs from him, a return was made to the Companies Registrar asserting that the company had been dormant since its formation.

6. Mrs C W Brown remained a director and secretary of the company throughout the relevant period. The respondent accepted appointment as director on the 8th September 1993, but resigned in favour of Keytorch Limited on the 31st December 1993. The file records of Keytorch Limited revealed that the respondent and Mrs C W Brown were equal 50% shareholders therein and the registered office was the same as that of Lancecrown Limited. The only director was Joan Brown, the respondent's mother. Mrs C W Brown was the company secretary. Although the respondent was not identified as a director, company documents appeared to have been signed by "A Brown and A J Brown" as director.
7. Mr M had signed an agreement setting out the terms upon which business was undertaken by Lancecrown Legal Services. That document is set out below:-

"The Company's duties to you are.

1. *To carry out your proper instructions with all reasonable speed and within the scope of those instructions:*
 - (a) *To protect your interest as far as we can whilst we are instructed by you.*
 - (b) *To advise on, negotiate and settle your affairs to the reasonable best of our abilities.*
2. *To take care of any funds securities or documents which you leave with us.*
3. *To account to you for any funds which we hold with reasonable despatch.*

The duties in 1. above are subject to you complying with your obligations to the Company.

All the Company's duties are subject to it not being prevented from carrying them out as a result of matters beyond its control.

The Company's retainer.

- a) *You the client have the right to end the Company's retainer at any time on giving reasonable written notice and without giving any reason whatsoever, and,*
- b) *The Company has the right to end your retainer at any time upon giving reasonable written notice and without giving any reason. In practice it would not normally end its retainer unless;*
 - i) *You give the Company instructions which are impossible, illegal or professionally embarrassing to perform, or you are otherwise unreasonable in you dealings with it;*
 - ii) *You fail to put the Company in funds for sums reasonably requested on account of fees disbursements and value added tax where applicable;*
 - iii) *A conflict of interest arises*

If the Company determines its retainer, it will do its best to ensure that it is done so as to cause you least embarrassment and difficulty, unless you have contributed to the difficulties e.g., by failing to give instructions, ignoring the Company's advice. or failing to meet a request for payment on account of fees. If either you or the Company determine our retainer, you will be responsible for the fees, expenses and VAT (where applicable) incurred to the time that the Company ceases to act for you.

Interim Accounts

The Company reserve the right in any matter and at any time, but at reasonable intervals, to submit accounts on an interim basis for work done and disbursements expended to that date.

Requests for payment on account.

The Company reserves the right at any time to require you to make reasonable payments on account of fees, disbursements and VAT (where applicable). If you fail to meet any such request this will normally result in the Company terminating its retainer.

Lien

The Company retains a lien (that is a right to retain securities, papers, deeds and documents) until all its reasonable and proper fees disbursements and VAT (where applicable) are paid. This is in accordance with the general law.

Estimates

These are given in good faith by or on behalf of the Company on the basis of the anticipated likely cost. No two transactions are alike. The demands of the clients vary. If the transaction is more difficult or time consuming than anticipated the final account may differ from the estimate. If the Company can clearly see that the costs of a transaction are going to exceed the estimate it will inform you in writing, and will confirm your current liability for costs whenever you reasonably request this information.

Quotations

A quotation differs from an estimate in that a quotation is a fixed price. A quotation given by or on behalf of the Company will always be confirmed to as such you in writing and will be referred to as a 'quotation'. A quotation is particularly suitable for certain simple instructions and sometimes for larger and more straightforward transactions where a substantial element of the Company's charges will be referable to the value of the property or other items that it is dealing with.

Court Work (Contentious business).

It is impossible for the Company to estimate or quote for this in practical terms. The charge to you will be based on time spent, numbers of letters written, telephone calls made and received, personal attendance's, research and similar matters in connection with the work. The basic hourly rate to be applied to your work will be notified to you at the outset. The Company reserves the right to vary the hourly

rate, at reasonable intervals, in order that account may be taken of the economics of business at any particular time.

Payment of bills

In the event that the Company agrees to assist in property work on behalf of a client, conveyancing purchase and mortgage bills will be submitted a few days before completion and are for immediate settlement, that is to say, before the day set for completion and if by cheque, four clear business days before the day set for completion, not counting that day. Conveyancing sale bills are payable immediately following completion, and out of the sale proceeds. By signing these terms of business you authorise the company to deduct its charges from those proceeds of sale. Interim bills (where there is a credit on client account) will normally be taken out of the client account balance.

All other bills are due for payment not later than 7 days after submission, and if not paid within that period, will carry interest on the entire balance outstanding at 5 p.m. on any day at a daily rate of 2% above National Westminster Bank base rate in force for that day, with the interest thus accruing being added to capital outstanding. The total sum so calculated is used as the basis for calculating capital and interest due on the following day, and so, until the debt is extinguished.

Complaints.

The Company's staff do their best to provide a good service, and it recognises that occasionally things can go wrong. If you feel that you have a justifiable cause for complaint, the procedure is as follows;

(a) Initially please raise the complaint with the person in the office who is principally responsible for your work. A brief note as to the complaint is essential.

(b) If that contact does not result in a satisfactory resolution of the complaint, please request that the complaint be referred to one of the managers for investigation. If one of the managers is the person handling your matter, please ask that the complaint be passed to another manager for investigation.

Interest

The Company will not account to you for interest or notional interest earned on money which you leave with it unless it has agreed in writing to place your money in a special designated clients deposit account.

Current charging rates

The charge rate current at the date of this note is £50.00 per hour. Letters written and telephone calls made and received are charged at £5.00 regardless of length. No charge is made for letters received. Out of pocket expenses paid out will be claimed back from you with the receipt or other proof of payment provided. These charges are reviewed every six months. You will be informed in writing should the charging rate of the person handling your work change.

The Contracting Parties

It must be clearly understood that this contract is for the provision of legal services, to be provided by the Company to you the client. The Contract is between you the Client and the Company, and not with any one individual employed or appearing to be employed by the Company, and is undertaken strictly on the written terms set out in this document, which comprises four pages.

Two copies of this document have been provided to you. Please sign and date each page of one of them, and return that signed and dated copy to the Company, together with a cheque in favour of Lancecrown Legal Services in the sum of £120.00 on account of charges. Please keep the other as a record.

Revised August 1994

Read and understood, signed D.L. M Date 18.10.94"

8. On the 21st November 1994 Mr M signed another terms on which business was undertaken document in the same form relating to different business of his.
9. The conflict of interest arose between the respondent and his client Mr M when a mortgage, dated the 2nd December 1994, was granted to the respondent personally as security in respect of loans which, upon the basis of the respondent's explanation were made by Lancecrown Limited. A copy of the mortgage document was before the Tribunal. The rate of interest was specified to be 40% per annum. Mr M also signed a transfer in respect of the same property, and a letter of credit (of which no legible copy survived). It appeared to have involved the creation of credit facilities of £15,000. The respondent also recorded a loan to Mr M of £1,500 of which sum £500 was to be charged to Mr M as an arrangement fee. In due course the respondent entered into possession of the property and attempted to sell it.
10. The respondent did not ensure that Mr M received independent advice. The respondent told that Tribunal that he had advised Mr M to seek independent advice as he had recognised the potential conflict of interest. The respondent said Mr M was "his own man" and a "free agent" who refused to take independent advice and had signed the mortgage and other documents in the absence of any duress. The respondent said Mr M was an experienced man in his late forties with ample access to advice of all calibres. In a file note made by the respondent on one of Mr M's files he described that gentleman in the following terms. "Mr M is a homosexual. They are known to be sensitive, manipulatable, easily led and frightenable"
11. The case against the respondent in that respect was that the duty upon him was to ensure that his client obtained independent advice and that if, as he asserted, his client declined to take independent advice, the duty of the respondent was thereupon to cease to act. In any event, the respondent was not excused from acting in the interest of the client first and foremost.

12. The same facts were relied upon in relation to the allegation that the respondent took or attempted to take unfair advantage of his client. Reliance was also placed upon the bills of costs. The totality of those bills, the nature of the work and the period of time covered by them, the fact that the bills departed from the terms of business declared by the respondent to his client and the various provisions as to interest were all factors.
13. The Tribunal had before it the two following "price lists" issued by Lancecrow Legal Services.

"Date 21st January 1994

PRICE LIST FOR DELIVERY OF LEGAL SERVICES

<u>TIME CHARGED</u>	£35.00 PER HOUR
<u>LETTERS</u>	£4.00
<u>WILLS</u>	Time + £4.00 per sheet
<u>TELEPHONE CALLS MADE</u>	£4.00
<u>TELEPHONE CALLS RECEIVED</u>	Probably no charge if from a client and reasonably short.
<u>SUBCONTRACTED WORK</u>	Subcontractors price + 5%

NOTES

Each matter is preceded by signed terms of business. Disbursements and pre known fixed fees to be paid in advance. Deposit may be requested as a precondition of undertaking the work."

"Date December 1st 1994

PRICE LIST FOR DELIVERY OF LEGAL SERVICES

<u>TIME CHARGED</u>	£120.00 PER HOUR
<u>LETTERS</u>	£12.00
<u>WILLS</u>	Time + £12.00 per sheet
<u>TELEPHONE CALLS MADE</u>	£12.00
<u>TELEPHONE CALLS RECEIVED</u>	Probably no charge if from a client and reasonably short.
<u>SUBCONTRACTED WORK</u>	Subcontractors price + 5%

NOTES

Each matter is preceded by signed terms of business. Disbursements and pre known fixed fees to be paid in advance. Deposit may be requested as a precondition of undertaking the work."

14. The respondent initially specified an hourly charge out rate of £35.00 per hour but a number of bills were charged at the rate of £60.00 per hour and in December 1994 the respondent increased this to £120.00 per hour, apparently without consultation, shortly

before all final bills were delivered. In many cases the bills referred to a mark up for care and attention of 90% on the hourly rate but no provision for mark up had been made in the respondent's terms of business.

15. The terms of business initially provided by the respondent to Mr M required the payment of interest on outstanding sums due after seven days from billing at the rate of 2% above National Westminster Bank base rate, compounded daily. The bills themselves demanded payment of interest at 15% per annum from seven days from the date of the bill.
16. A consultant costs draftsman, Mr Danks, had considered twenty three invoices rendered by Lancecrowne Legal Services to Mr M in the light of extracts from nine files of papers relating to some of those invoices. His instructions, received from the applicant, had been to review and report in particular with reference to the reasonableness or otherwise of the twenty three invoices rendered. He was specifically instructed to give the benefit of any reasonable doubt to the respondent at all stages. Mr Danks's detailed report containing summaries of his opinion in respect of each of the twenty three invoices was before the Tribunal.
17. The summary of his findings revealed that even when work was properly undertaken and justifiably charged, the file papers indicated that charges had been duplicated, the terms of business agreed with the client had not been observed and invoices had raised wholly excessive charges for work which did not seem to benefit the client at all.
18. The total value of work recorded on the respondent's files, as opposed to his costing sheets, would, in Mr. Danks's considered assessment, be fairly represented in the sum of £3,757.69p. If Mr Danks had used the details shown on all of the costing sheets contained in the file papers, even though he was of the view that the file papers did not bare out the details shown in the costing sheets, he arrived at a figure of £8,776.67p. Comparison was made with the actual costs charged by the respondent which totalled £25,742.36p
19. After solicitors had taken up matters on behalf of Mr M, threatening amongst other things applications for injunctive relieve and a report to the Law Society , the respondent cancelled the outstanding bills and returned the keys and the mortgage documents relating to the property of which he had taken into possession to Mr M.

The submissions of the applicant

20. The respondent did not dispute the way in which he was practising. His position was that there was nothing to prevent him. However in the submission of the applicant he was prevented by Practice Rule 5 from providing Legal Services through a limited company. He had been providing what the applicant described as "Core Legal Services" including advice, giving instructions to Counsel and preparing initial papers relating to litigation.
21. Practice Rule 5 was as follows:-

"Rule 5 provides that Solicitors must comply with the solicitors Separate Business Code in controlling, actively participating in or operating (in each case alone or by or with others) a business which

a) provides any service which may properly be provided by a solicitors' practice and

b) is not itself a solicitors' practice or a multinational partnership."

22. That code aimed to ensure that members of the public knew if a service was provided by a solicitor practising as such (and thus regulated by the Law Society and affording clients certain statutory protections) or outside the scope of the solicitors' practice (and thus outside the regulation of the Law Society, and not affording any of the statutory protections extended to the clients of a solicitor).
23. Separate businesses were not entitled to indemnity from the Solicitors Indemnity Fund nor were clients' interests underwritten by the Solicitors Compensation Fund.
24. In the submission of the applicant certain stated exceptions to the solicitors separate business code 1994 did not relate and the provision that a solicitor was prohibited from having a separate business which provided services involving the conduct of any matter which could proceed before any court, tribunal or enquiry whether or nor proceedings had commenced, the giving of legal advice or the drafting of any legal documents amongst other things. The applicant submitted that the company documents and the bills submitted demonstrated a clear breach of the Rule and the associated code.
25. In correspondence with the Bureau the respondent had not materially addressed that concern saying "so far as I am aware there is nothing in law to prevent a company or other individual from selling or supplying any lawful commodity, including advice, whether legal or otherwise. I was at one time in practice, lawfully as you state. The company was in lawful possession of such good will as I then possessed and my client list."
26. "Separate business " meant any business other than as a solicitor's practice or a multinational partnership which provided any service or services which might properly be provided by a solicitors' practice.
27. The respondent had acted as solicitor to Mr M in connection with the drawing of a mortgage document in which both were parties, the conflict being exemplified by the fact that the respondent considered himself to be in a position to take possession of the property. The Tribunal was referred to Principle 15:05

" A solicitor must not act where his or her own interests conflict with the interests of a client or a potential client."

The Tribunal was also invited to take note of the commentary which was as follows

"Because of the fiduciary relationship which exists between a solicitor and client a solicitor must not take advantage of a client nor act where there is a

conflict of interest or potential conflict of interest between a client and a solicitor. In conduct there is a conflict of interest where a solicitor in his or her personal capacity ... lends to ... his or her own client. The solicitor should in these cases ensure that the client takes independent legal advice. If the client should refuse to do so, the solicitor must not proceed with the transaction."

28. The respondent sought to rely upon the distinction between Lancecrown Limited, the company, and himself emphasising the fact that Mr M's contract was with the company and that the respondent was "a mere consultant". The respondent had been inconsistent in his attempts to make such a distinction. In explanations sent to the Bureau (the predecessor of the Office for the Supervision of Solicitors) the respondent said "At that time some £19,000 was due from him to the company. The mortgage contained the usual clause as to foreclosure. I enforced that clause. The premises were empty, unoccupied and abandoned. The premises were the residence of no one. I was legally entitled to do so." The personal pronoun was used as to the enforcement action taken but the debt was claimed to be due to the company. The mortgage was between Mr M as borrower and the respondent personally as lender. The respondent also described considerable work undertaken by him on behalf of Mr M all of which was described as the activity of the respondent personally.
29. The mortgage and the loan demonstrated individually and collectively a conflict of interest. The respondent accepted that a potential conflict of interest existed. He had advised Mr M to seek independent advice but Mr M had refused so to do. There was a duty upon the respondent to ensure that his client obtained independent advice and if his client declined so to do then the duty of the respondent was thereupon to cease to act. The respondent was not excused from acting in the interests of his client first and foremost.
30. In the submission of the applicant the respondent's entering into the bargain with Mr M, or requiring Mr M to enter into a bargain, as unconditional as those of the mortgage and the loan amounted to a considerable degree of professional impropriety when the client had not in fact received independent advice.
31. The applicant relied upon the same facts to support his allegation that the respondent had taken or attempted to take unfair advantage of his client. Also in support of that allegation reliance was placed upon the bills of costs, the totality of those bills, the nature of the work, the period of time covered by them, and the fact that the bill departed from the terms of business declared by the respondent to his client and the various provisions as to interest
32. The respondent had made a return to the Registrar of Companies stating that Lancecrown Limited had not been trading when in fact it had entered into terms of business with Mr M, had conducted matters on his behalf, and had billed him for that work during the relevant period. For a solicitor to provide inaccurate information to the Registrar of Companies certainly amounted to conduct unbecoming a solicitor.
33. In letters written to the Bureau and the Office for the Supervision of Solicitors and in documents before the Tribunal the respondent had sought somewhat to blacken the character of Mr M. He had gone into considerable detail as to the purported offences

of Mr M but, in the submission of the applicant, none of those was relevant to the allegations before the Tribunal and he made no attempt to address such matters.

34. Civil Evidence Act notices had been served upon the respondent who had not served any counter notice. The applicant relied upon the documents before the Tribunal to substantiate the allegations. He did not see a need to call Mr M as a witness. The respondent considered himself to have been disadvantaged by the absence of Mr M. The applicant had, however, been at pains to explain to the respondent the procedure available to him to subpoena witnesses and require the production of any document.
35. The respondent further argued that if the company, Lancecrown Limited, was the provider of legal services to Mr M and allegation (4) reflected the true position then the respondent could not have been guilty of conduct unbecoming a solicitor in the terms of allegations (2) and (3) as he personally had not been acting as solicitor. In the submission of the applicant the respondent was a solicitor at the material times, he was the lender in the mortgage transaction. The company (and Keytorch Ltd) was a company in which the respondent and members of his immediate family were the only persons to whom shares had been issued. The respondent's argument could not be sustained.

The submissions of the respondent

36. The respondent strenuously denied the allegations.
37. In the submission of the respondent he had been seriously prejudiced in the proceedings by the absence of Mr M to give evidence. Mr. M should, in the respondent's view, have been called as a witness by the applicant.
38. With regard to allegation (1) the respondent repeated his earlier assertion that he was aware of nothing at law from preventing a company or other individual from selling or supplying any lawful commodity, including advice whether legal or otherwise. The respondent said he was at one time in practice. The company, Lancecrown Limited, was in lawful possession of such goodwill as the respondent then possessed and his client list.
39. The respondent denied that there had been any conflict of interest in his dealings with Mr M. He accepted that there certainly was a potential conflict. He was aware of it. The respondent said that was why he was at such pains to impress upon Mr M the need for independent advice. In the submission of the respondent any conflict was dispelled by his oral and written comments as to the need for separate advice and Mr M's persistent confirmation that none was required.
40. With regard to the third allegation the respondent denied that he had taken any advantage of Mr M. He said that in his dealings with Mr M that gentleman had shown to be dishonest in extreme, a liar, a concealer and a twister of the truth, on his own admission to be an employer of criminals, a party to crime, manipulative, and a thorough danger to any professional person.

41. In the submission of the respondent if Lancecrown Limited was the provider of legal services to Mr M then the respondent could not have been guilty of conduct unbefitting a solicitor as set out in allegations (2) and (3). The activities in respect of which complaint had been made had been undertaken by the company. Equally if it was right that the respondent himself had undertaken the conduct of matters on behalf of Mr M then allegation (1) and (4) could not be established.
42. The respondent reminded the Tribunal of the standard of proof necessary to find any of the allegations to have been substantiated. In his submission there was insufficient evidence before the Tribunal to enable them to conclude that the requisite standard had been met.
43. The respondent said he was at a disadvantage because his protestations had been completely disregarded and he found himself in the difficult position of being unable to prove a negative.

The Findings of the Tribunal

The Tribunal FOUND the allegations to have been substantiated. The Tribunal was entirely satisfied that the requisite standard of proof had been satisfied.

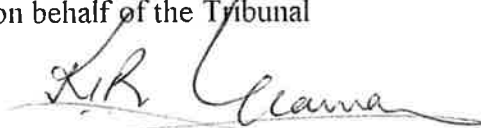
On the 20th December 1984 the Tribunal found the following allegation to have been substantiated against the respondent. The allegation made was that the respondent having been convicted and sentenced for a certain criminal offence had been guilty of conduct unbefitting a solicitor. The Tribunal had been told that the respondent had had a tenant in his own house who he was anxious to assist to find a home of his own. He took the view that it would be wrong to become involved in collusion in an action for possession which would have enabled the tenant to present a court order to the local authority or to a housing association and thereby seek to jump the waiting list for housing. He did however give the tenant notice to quit and was led to expect that the tenant would obtain other accommodation. Unfortunately when the accommodation did not materialise the respondent took the law into his own hands and moved the tenant's possessions out of the room which he rented in the respondent's house and took them to the tenant's mother's home. It had not been suggested by the prosecution that the respondent's motive in evicting the tenant was financial gain and there did not appear to be any personal animosity between the landlord and the tenant. The Tribunal found the allegation to have been substantiated. The Tribunal considered that the respondent had suffered considerably as a result of his foolish action and they did not think it necessary to impose any further penalty upon him but ordered him to pay the costs of and incidental to the application and enquiry.

The Tribunal took the view that the previous finding of the Tribunal had been a very long time ago and the nature of the allegation was not relevant to the matters to be considered by the Tribunal in 1997 when the Tribunal had been presented with a comprehensive catalogue of wrong doing and a respondent who appeared not to appreciate the nature and scale of his unbefitting conduct coupled with a refusal to co-operate sensibly with his own professional body.

The Tribunal reached the view that it must bear in mind its duty to protect the public and to protect the good name of the solicitors' profession. The respondent had fallen seriously below the high standards of integrity probity and trustworthiness required of a member of the solicitors' profession. The submissions made by the respondent both in his written affidavit and orally before the Tribunal were inconsistent ineffectual and irrational. The Tribunal considered it right that the respondent should be suspended from practice for an indefinite period of time and that he should pay the costs of and incidental to the application and enquiry. In view of the indication given by the applicant as to the quantum of such costs, then the Tribunal considered it right that they should order the respondent to pay the costs of and incidental and enquiry to be taxed (if not agreed) by one of the Taxing Masters of the Supreme Court.

DATED this 19th day of August 1997

on behalf of the Tribunal



KI B Yeaman
Chairman

Findings filed with the
Law Society on the 28th
day of August 1997