

Breach of undertaking

MICHAEL JAMES HAMBROOK

Coquitlam, B.C.

Called to the bar: May 10, 1984

In March, 1992, while representing Ms. H on a personal injury claim, Mr. Hambrook requested her file from the law firm that previously represented her in the matter. In his letter of request for the file, Mr. Hambrook stated the following:

We undertake to protect your fees to date as a first charge against settlement or judgment, subject, of course, to the right of [Ms. H] to tax your bill in the event she considers it unreasonable.

On April 3 Ms. H's former lawyer (Mr. G) forwarded the file and their account of \$1,210.48 on Mr. Hambrook's undertaking "to protect our fees as a first charge against settlement or judgment." Mr. G wrote to Mr. Hambrook on July 28 and November 29, 1995 and on January 3 and February 13, 1996 to enquire about the status of the matter.

Ms. H's claim settled on February 13. Mr. Hambrook wrote to Mr. G on February 26 to advise that he had forwarded Mr. G's letters to Ms. H but she took the position that she did not owe Mr. G any money because his firm had dismissed her as a client.

On May 12 Mr. G wrote to Mr. Hambrook to remind him of his undertaking and to demand payment of the outstanding account. When Mr. Hambrook did not respond, Mr. G wrote again on June 26 and referred him to his obligations under the *Professional Conduct Handbook*. Still having received no response, Mr. G complained to the Law Society on August 26, 1997.

Mr. Hambrook paid Mr. G's account by mid-September and advised the Law Society of this. Mr. G also advised the Society of the payment and asked to withdraw his complaint.

On November 19, 1998 the Discipline Committee accepted Mr. Hambrook's admission of professional misconduct for breaching his undertaking to protect the account of his client's former lawyer as a first charge against settlement or judgment.

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