

Contacting opposing client directly

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Called to the Bar: September 10, 1980

On February 6, 1991 the member, acting for himself and another person, offered to purchase a house that was under mortgage foreclosure. The offer, submitted to the vendor's lawyer, stipulated that the agreement be completed and possession of the property taken on "the earliest date the parties can arrange to file the transfer and discharge documents, but not later than February 15, 1991."

The vendor's solicitor made some changes to this offer which was accepted by the vendor on February 7, and returned to the member on February 8.

The member was anxious to complete the transfer in order to pay out two mortgages and taxes on the property which were in arrears, and to begin extensive renovation work. On the morning of February 8, before receiving back the executed offer, the member told the vendor's lawyer that he wished to have the transfer documents signed by the vendor early enough to file at the Land Title Office that same day.

The member prepared to transfer documents after noon, called the vendor's lawyer and left a message on his answering machine to call back immediately. The member then called the vendor directly and asked if he could bring the transfer documents to her for execution. She agreed, but when the member brought the documents, she decided signing them without her lawyer's approval.

The member attended before the conduct review subcommittee and was later cited by the Standing Discipline Committee on February 26, 1992. The member admitted to the Committee that he had professionally misconducted himself by communicating directly with an opposing party in a transaction without the consent of that person's lawyer, contrary to Ruling D/1(a) of the *Professional Conduct Handbook*.

The Standing Discipline Committee accepted this admission and rescinded the citation on May 13, 1992.

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