

THE LAW SOCIETY OF BRITISH COLUMBIA

IN THE MATTER OF THE *LEGAL PROFESSION ACT*, SBC 1998, C. 9

AND

RODERICK WAYNE KIRKHAM

(a member of the Law Society of British Columbia)

RULE 3-7.1 CONSENT AGREEMENT SUMMARY

1. On September 9, 2025, the Chair of the Discipline Committee (the “Chair”) approved a consent agreement proposal submitted by Roderick Wayne Kirkham (the “Lawyer”) under Rule 3-7.1 of the Law Society Rules (“Rules”).
2. Under the proposal, the Lawyer admitted that he committed the following professional misconduct:
 - (a) between approximately February 19, 2021 and February 9, 2023, on behalf of his client [a company] he used or permitted the use of his firm’s trust accounts to receive approximately \$1,471,704.00 CAD and \$3,449,871.00 USD, and disburse approximately \$2,280,721.00 CAD and \$440,165.00 USD (the “Transactions”), when he did not provide legal services directly related to the Transactions, contrary to Rule 3-58.1(1) and Rule 3-60(4) of the Law Society Rules.
3. Under the proposal, the Lawyer agreed to be suspended from the practice of law for a period of six (6) weeks, commencing seven days after the approval of the consent agreement.
4. In making her decision, the Chair considered an Agreed Statement of Facts dated August 13, 2025, and a letter to the Chair of the Discipline Committee.
5. The Chair also considered that the Lawyer did not have a prior professional conduct record, and that the proposed suspension was consistent with the outcome in prior, similar matters.
6. This consent agreement will now form part of the Lawyer’s professional conduct record.

7. Pursuant to Rule 3-7.1(5) of the Rules, and subject to Rule 3-7.2 of the Rules, the Law Society is bound by an effective consent agreement, and no further action may be taken on the complaint that gave rise to the agreement.
8. The admitted facts set out in the Agreed Statement of Facts are summarized below.

Summary of Facts

Member Background

9. The Lawyer was called to the bar in Alberta on October 7, 1986, and in British Columbia on December 13, 1991. He practises in the areas of securities (60%) and corporate law (40%).
10. Since November 2017, the Lawyer has practiced at a law firm with an office in Vancouver, British Columbia (the “Firm”).
11. The Lawyer has no prior disciplinary history in either Alberta or British Columbia.

Background Facts

12. On April 25, 2019, the Lawyer was retained by a company (the “Client”).
13. Two of the companies owned or controlled by the Client, one in Canada and one in the US, were, or had previously been, licenced to produce and sell cannabis. The Canadian company had been licenced by Health Canada, but its licence was suspended in the fall of 2018. The US company was licenced by the states of Oregon and Nevada (the “US Cannabis Company”).
14. The client had bank accounts at a major Canadian bank (the “Bank”), but in the fall of 2020, the Bank contacted the Client and advised that it was ending its banking relationship with the Client.
15. The Bank did not give a reason for ending the banking relationship, but the Lawyer inferred that it was because the Client’s involvement with the US Cannabis Company potentially exposed the Bank to liability in the US; cannabis production and sale were unlawful under federal law in the United States though permitted under state law in certain states, including Oregon and Nevada.
16. After a few months of unsuccessfully trying to find another bank, the Client asked the Lawyer if they could deposit the funds from the Bank into the Firm’s trust account for a time. The Lawyer agreed to permit the Client to use the Firm’s trust account to receive and disburse funds on behalf of the Client, since the Client had no bank account of its own.

17. Prior to agreeing to accept the funds, the Lawyer reviewed the Law Society Rules (the “Rules”) and the *Code of Professional Conduct for British Columbia* (the “Code”). He did not believe that accepting the funds into trust would contravene the Rules or the *Code*, because he and the Firm were providing a broad range of legal services to the Client and his legal work was generally related to the trust funds.
18. The Lawyer also read Law Society materials on anti-money laundering and did due diligence to make sure the funds were from legitimate sources.
19. In making the decision to accept the funds, the Lawyer contemplated that he and other Lawyers at the Firm would be providing a broad range of legal services to the Client while the funds were in the trust account.
20. In addition to receiving funds into trust for the Client, the Lawyer also disbursed funds from trust on the Client’s directions.
21. The Lawyer believed that given the broad scope of the Firm’s mandate to provide services in respect to “ongoing corporate legal matters,” provided all receipts and disbursements of funds on the Client’s behalf were in furtherance of corporate objectives of the Client, and its Canadian and US subsidiaries that were subject to the Firm’s oversight, the Firm was permitted to receive the funds on behalf of the Client and disburse them on the directions of the Client.
22. The Lawyer’s understanding of the Rules was incorrect. The issue with the receipts and disbursements, though they were from legitimate sources and for legitimate purposes, is that they were not directly related to legal services as required by Rules 3-58.1 and 3-60(4) of the Rules. It was not sufficient that the Lawyer was providing a broad range of legal services that were generally related to funds in and out of trust. A lawyer must provide legal services directly related to each trust transaction.
23. In his desire to help a client who needed a bank account but could not find a bank willing to provide one, the Lawyer essentially provided banking services to the Client. This was an inappropriate use of the Lawyer’s trust account.
24. The Firm’s trust accounts were used for approximately two years to receive and disburse the Client’s funds in the manner described. During that period, the Client tried, but failed, to obtain banking services at 10 banks.
25. Further, even though the Client was able to secure banking services with another major bank in November 2022, the Lawyer continued to receive funds in trust on behalf of the Client until February 2023.

26. The Lawyer's misuse of his trust account did not cause loss to third parties, nor is there evidence that his authorization of the Transactions in these circumstances assisted in any crime, dishonesty or fraud by the Client.
27. The Lawyer did not charge processing, transaction or other fees with respect to the Transactions.

Mitigating Factors

28. The Lawyer is remorseful, and regrets not contacting a Practice Advisor at the time the request was made by the Client to use the Firm's trust account in this manner. The Lawyer understands that it is not sufficient that he performed legal services that were generally related to the Transactions – the legal services needed to be directly related to the Transactions.
29. The Lawyer admitted his misconduct at an early stage and fully cooperated in efforts to resolve the matter.
30. The Lawyer does not have a prior PCR.
31. The Lawyer and the Firm have undertaken improvements to to ensure compliance with the Rules by establishing a process for each trust deposit that includes a compliance checklist requiring confirmation of the source of funds and the reason for the deposit including how it relates to the legal services being provided.