IN THE SMALL CLAIMS COURT OF NOVA SCOTIA
Citation: *Kabir v. Lawson*, 2015 NSSM 31

Date: 20150525
Claim: 434130
Registry: Halifax

Between:

Mir Humayun Kabir

Claimant

v.

Leora Lawson

Defendant

Adjudicator:	J. Scott Barnett
Heard:	January 19, 2015 and February 4, 2015
Last Written Submission:	March 11, 2015
Written Decision:	May 25, 2015
Counsel:	Mir Humayun Kabir, Self-represented
	Leora Lawson, Self-represented
	Stacey Gerrard, Counsel for LIANS

By the Court:

INTRODUCTION

[1] The Claimant, Mir Humayun Kabir, retained the Defendant, Leora Lawson, in connection with a divorce proceeding commenced by his wife. He says that Ms. Lawson negligently handled his case and he seeks the return of all of the money that he paid to her.

[2] Ms. Lawson denies the Claim and maintains that the matter should be treated as an assessment of a lawyer's bill, also known as a taxation of legal accounts.

[3] When the matter first came before me, I suggested that Ms. Lawson inform the Lawyers' Insurance Association of Nova Scotia (LIANS) of the Claim because of the Claimant's assertion that she had been negligent. She agreed with the suggestion and I therefore granted a requested adjournment.

[4] When the parties reconvened for the continuation of the hearing, LIANS counsel was present in order to address the claim of negligence but Ms. Lawson continued to represent herself with respect to the taxation aspect of the case.

BASIC FACTUAL BACKGROUND

[5] The Court was greatly assisted in this case by reason of the fact that Ms. Lawson tendered into evidence a virtually complete copy of her file in connection with the Claimant's divorce case including court documents, correspondence, memoranda to file and legal accounts. She also provided *viva voce* evidence in addition to a sworn Affidavit that was tendered into evidence.

[6] Based on my assessment of Ms. Lawson's testimony, the Claimant's testimony, and the documentation that was entered into evidence, I have appended a chronology of events to this decision. The exercise of going through the materials in that level of detail was helpful in considering the Claimant's complaints about Ms. Lawson's legal assistance and advice.

[7] More specifically, those complaints include the allegations that:

a. Ms. Lawson did not appropriately advise the Claimant with regard to amounts of money that he told her he allegedly received as loans from his father and his friends for the purpose of purchasing a matrimonial home;

b. Ms. Lawson did not take proper steps to seek changes to the amount of child support that the Claimant was paying to his wife in light of a significant change in his wife's income during the course of the case; and

c. Ms. Lawson was generally slow in advancing the case despite being told by the Claimant that he needed the matter to be concluded on an urgent basis.

[8] The Claimant testified that he hired Ms. Lawson in May 2013 in order to conclude the divorce process commenced by his wife as quickly as possible. He says that he conveyed to Ms. Lawson the need for speed by giving her all of the relevant documents in a timely way, by speaking to her in detail about the specific issues and by telling her that the matter was urgent.

[9] On the one hand, custody of the children of the marriage was not seriously disputed although there were some occasional disagreements between husband and wife after separation with respect to the parenting of the children.

[10] On the other hand, the Claimant told Ms. Lawson that he wanted to specifically seek relief in connection with a number of "soft" loans that he said that he had received from his father and

from a couple of his friends, in the approximate total amount of $80,000. He maintained that he used that money in order to purchase the home in which he, his wife and his children had lived and, further, that his wife was aware of these loans.

[11] Moreover, the Claimant testified that when he and his wife separated, there was a narrow difference in their respective incomes from employment but that, by December 2013, his wife's income increased substantially to the point that her income was more than double his own. The Claimant maintains that Ms. Lawson did not suggest that he seek or take steps to secure an adjustment in the amount of the child support payments that the Claimant was obligated to pay pursuant to an Interim Order of Justice Beryl A. MacDonald of the Supreme Court of Nova Scotia (Family Division) granted on March 8, 2013.

[12] The Claimant's Statements of Income, Expenses and Property were filed with the Supreme Court of Nova Scotia on September 5, 2013. These documents mentioned the loans previously referred to and attached notes signed by the three individuals who had extended the money to the Claimant.

[13] I observe here that the Claimant had collected these notes from these three individuals at the request of Ms. Lawson because she told him that he had to prove that the money had been obtained by way of loan as opposed to gift. I accept Ms. Lawson's evidence that in her lengthy meeting with the Claimant on April 15, 2013, she told the Claimant that he could put the claimed loans in his Statement of Property in order to see if his wife would acknowledge them as matrimonial debts but, if the Claimant's wife did not, then he would have to prove them as such. I also accept her evidence, consistent with the filed Answer to the Claimant's Petition for Divorce, that she told the Claimant that he could seek to include the loans as part of the matrimonial debt or, in the alternative, seek an unequal division of matrimonial assets because of the manner in which the matrimonial home was acquired (i.e. partly by way of money loaned from others).

[14] The documentation purporting to "prove" these loans was in evidence before me.

[15] One document is dated April 20, 2013 and executed by the Claimant's father before an Advocate and Notary Public in Bangladesh. It states as follows:

> "This is to confirm that my son Mir Humayan Kabir of 223 Farnham Gate Road, Halifax, Nova Scotia, Canada B3M4C3 borrowed CAD $64,354 from me, in different phases, before buying his house for the down payment and after buying his house to repay the personal loans & the bank mortgages.
>
> "He committed to repay those money [sic] at his earliest convenience…."

[16] Another document is dated April 25, 2013 and executed by one Tanvir M. Shamin before a Notary Public for the State of New York, NY, USA and it states:

> "This is to confirm that MIR KABIR of 223 Farnham Gate Road, Halifax, B3M4C3, NS Canada borrowed USD $6,000 from me before buying his house…."

[17] The last document is dated February 20, 2013 and executed by one Md Anwar and it states:

> "This is to certify that I loan [sic] Mir Kabir $10,000 in November 2010 to help him to buy his house…."

[18] The lawyer for the Claimant's wife questioned these loans from the outset after seeing them listed in the "Debts" section of the Claimant's Statement of Property and he warned that oral discovery might well be necessary in order to explore the issue.

[19] By way of letter dated December 19, 2013 and received by Ms. Lawson's office the following day, the opposing lawyer provided a copy of the Statements of Income, Expenses and Property that had been filed on behalf of the Claimant's wife. The opposing lawyer noted that he had disclosed the income figure for 2013 but he appreciated that his client's income would be more significant in 2014.

[20] Coincidentally, the former matrimonial home was sold in December 2013 and the proceeds were held in trust by the law firm who acted for the Claimant and his wife as vendors pending the

disposition of the matrimonial property issues between the Claimant and his wife.

[21] On January 21, 2014, after reviewing his wife's disclosure, the Claimant wrote an email to Ms. Lawson in order to tell her that he would like to "end the process ASAP" and in order to ask her to attempt to negotiate all outstanding issues with the opposing lawyer. Ms. Lawson wrote to the opposing lawyer on January 24, 2014 in order to indicate her client's desire to resolve the outstanding issues and asking him to disclose his client's position regarding the loans.

[22] This letter apparently caused the opposing lawyer to attempt to schedule an oral discovery of the Claimant which was ultimately set for April 22, 2014 by agreement of counsel.

[23] In the meantime, in or about February 2014, the Claimant was put off of work by his family physician because of stress and depression and he subsequently went on formal medical leave. The Claimant was also in direct contact with his wife by email during this same timeframe and, prior to the oral discovery taking place, it was clear that the Claimant's wife did not accept that the loans about which the Claimant was primarily concerned were

actually matrimonial debts or that she should bear any responsibility for them.

[24] Perhaps as a result of the money from the house sale being held in trust and as a result of the Claimant being off of work, both of which were probably creating some financial stress for the Claimant, the Claimant continued to inform Ms. Lawson of his desire to resolve the case as quickly as possible.

[25] On the Claimant's instructions following this oral discovery, Ms. Lawson drafted a comprehensive settlement proposal for the consideration of the Claimant's wife. After securing the Claimant's approval, Ms. Lawson sent the proposal to the opposing lawyer on May 5, 2014.

[26] The opposing lawyer replied on May 26, 2014. Among other things, he wrote that:

> "…the law in Nova Scotia is quite clear: money that is said to have been acquired as a loan needs to be documented. Your client did not obtain documentation, did not tell his wife that he was obtaining money that needed to be repaid, nor did the

third parties advise my client of this. Frankly, to expect a division of these monies is quite doubtful at trial."

[27] In response to this position (that Ms. Lawson had immediately passed along to the Claimant for comment), the Claimant asked Ms. Lawson in an email dated May 27, 2014 if it was worthwhile to try to negotiate or if they should simply proceed to trial.

[28] The very next day, on May 28, 2014, the Claimant and Ms. Lawson met for an extended meeting in order to discuss the situation. Ms. Lawson told the Claimant that he had not proven that the monies extended to him by his father and his friends were actually loans as opposed to gifts, that she did not believe that the Claimant would be successful in proving them to be loans at trial and that, with respect to child support payments, they could pursue a variation once a possible new child parenting plan was set (as proposed by the opposing lawyer). She suggested a compromise position as part of further potential negotiation.

[29] At the meeting, the Claimant was not necessarily inclined to compromise. After the meeting, but later that same day (May

28, 2014) he wrote an email to Ms. Lawson suggesting that he did not think that his wife wanted to continue fighting and he asked Ms. Lawson about the possibility of withdrawing his settlement offer and proceeding to trial.

[30] On May 30, 2014, the Claimant wrote a further email to Ms. Lawson asking for her comment about whether proceeding to trial was a better option but, if it was not, to continue negotiations with the opposing lawyer based on his discussion with Ms. Lawson on May 28, 2014.

[31] The Claimant did not get as quick a response as he wanted. Instead of waiting or following up with Ms. Lawson, he filed a Notice of Intention to Act on One's Own on June 5, 2014. He also wrote to Ms. Lawson to ask for the return of all of the money that he had paid her. He raised issues and concerns with her representation of him that he had never previously raised with her until that point.

[32] The Claimant subsequently wrote to the principal of the law firm where Ms. Lawson worked in order to complain of poor service and to request the return of his money. He also filed a Request for Date Assignment Conference in order to secure

trial dates in the divorce proceeding but his request for a Settlement Conference was denied because the Claimant's wife had not filed all required documents, including updated income information.

[33] On June 27, 2014, the Claimant filed a complaint against Ms. Lawson with the Nova Scotia Barristers' Society (NSBS) which was summarily dismissed by Victoria Rees, Director of Professional Responsibility, on September 2, 2014.

[34] The Claimant challenged the dismissal and the Complaints Review Committee of the NSBS considered the matter and dismissed the complaint by way of letter dated October 15, 2014.

[35] The Claimant subsequently filed the within Notice of Claim.

ISSUES

[36] This Claim raises three main categories of issues.

[37] First, what impact, if any, does the disposition of the Claimant's complaint against Ms. Lawson to the Nova Scotia Barristers' Society have in this case?

[38] Second, was Ms. Lawson negligent in providing legal services to the Claimant and, if so, what relief should be granted?

[39] Finally, are the accounts issued by Ms. Lawson "lawful and reasonable" and, if not, at what total amount should her accounts be taxed?

DISCUSSION

(a) Impact of the NSBS Complaint

[40] At the conclusion of the hearing of evidence, I raised the issue of whether or not the disposition of the NSBS Complaint against Ms. Lawson had any impact upon the decision to be made in the Claim before me.

[41] Specifically, I afforded the parties an opportunity to provide written submissions on whether or not the Claim before me represented an impermissible collateral attack against the findings

of the NSBS Complaints Review Committee. It found that not only had the NSBS Professional Responsibility Department correctly dismissed the complaint because the evidence did not demonstrate any professional misconduct, conduct unbecoming, or professional incompetence or incapacity on Ms. Lawson's part but also that Ms. Lawson's handling of the case had not been "in any way negligent…."

[42] While my concern was about whether the doctrine of issue estoppel might preclude the Claimant from litigating the issue of Ms. Lawson's negligence in the case before me (see *Danyluk v. Ainsworth Technologies*, 2001 SCC 44, *British Columbia (Workers' Compensation Board) v. Figliola*, 2011 SCC 52 and *Penner v. Niagara*, 2013 SCC 19), I apparently did not adequately express myself in a clear fashion. The parties interpreted my comments as seeking submissions on whether or not the Claim before me should be considered a judicial review of the decisions of the NSBS. It is obvious that this Claim is not a judicial review as could conceivably be carried out in the Supreme Court of Nova Scotia and thus the written submissions of the parties are of little assistance.

[43] The NSBS is concerned with, among other things, upholding and protecting the public interest in the practice of law (see Section 4(1) of the *Legal Profession Act*, S.N.S. 2004, c. 28, as amended). It has established standards for the professional responsibility and competence of lawyers who are members of the NSBS and the *Code of Professional Conduct* approved by the Council of the NSBS provides specific direction about the standards expected of all members.

[44] Chapter 3.1 of the *Code of Professional Conduct* specifically mentions the need for a lawyer to perform all legal services undertaken on a client's behalf to the standard of a competent lawyer. Commentary 15 under the rule makes it clear that there is a relationship between incompetence and negligence but the two are not synonymous.

[45] As it turns out, however, there is no need to sort out the exact scope of the distinction between the word "incompetence" and "negligence," nor is it necessary to decide whether or not the written decision of the Complaints Review Committee, which clearly finds an absence of any negligence on Ms. Lawson's part, should have a bearing on the outcome in this Claim.

[46] Section 77A of the *Legal Profession Act* states that no "report" (as broadly defined in Section 77A(1)(c)) is admissible in a legal proceeding "except where the relevant committee determines that it is in the public interest to make the report available and authorizes the Executive Director to make the report available in the legal proceeding": Section 77A(3).

[47] In my view, given that the conditions of Section 77A(1)(3) have not been met (i.e. a determination of what is in the public interest and an authorization to make the "reports" available in this legal proceeding), the letters from the NSBS dismissing the complaint are not admissible in evidence before me. Each of the two letters from the NSBS falls within the defined statutory meaning of the word "report" and thus no further consideration of any comments in them with respect to "negligence" or a lack thereof on the part of Ms. Lawson will be made here.

[48] In essence, what I am left with, at most, is the fact that a complaint against a lawyer who is a member of the NSBS was dismissed by the NSBS. The reasons for that dismissal are not properly in evidence before me. The Court is clearly free to make its own determinations regarding the negligence claim against Ms. Lawson.

(b) Negligence Allegations

[49] The elements that must be proven before negligence will be found are: (i) the existence of a duty of care, (ii) a breach of that duty; and (iii) a loss resulting from that breach: see, e.g., *MacCulloch v. McInnes Cooper & Robertson*, 2001 NSCA 8 at para. 56.

[50] There can be no dispute that Ms. Lawson owed a duty of care to the Claimant as part of the solicitor-client relationship. The more contentious issues relate to whether or not there was a breach of the standard of care that Ms. Lawson owed to the Claimant and, if there was such a breach, whether or not the Claimant sustained any damage as a result of the same.

[51] In the *MacCulloch* case, at paragraph 22, the Nova Scotia Court of Appeal referred to the following passage from another case setting out the standard of care owed by a lawyer to a client:

> "The standard of care and skill which can be demanded from a lawyer is that of a reasonably competent and diligent solicitor. It is not enough to prove that the lawyer has made

> an error of judgment or shown ignorance of some particular part of the law; it must be shown that the error or ignorance was such that an ordinary competent lawyer would not have made or shown it."

[52] The Claimant retained Ms. Lawson in connection with a Petition for Divorce filed by his wife, a litigation process. Madam Justice Moen in the Alberta Court of Queen's Bench has recently written very comprehensive and helpful reasons for judgment that address the very type of claim before me, i.e. a claim of negligence against a litigation lawyer: see *Malton v. Attia*, 2015 ABQB 135.

[53] At paragraph 80 of the decision in *Malton v. Attia*, Justice Moen itemizes a number of the basic requirements that, if observed, provide an answer as to whether or not the standard of the reasonably careful, skillful and knowledgeable lawyer has been met including the requirements:

a. to be skillful and careful;
b. to advise a client in all matters relevant to his or her retainer, so far as may be reasonably necessary;
c. to protect the interests of the client;
d. to carry out the client's instructions by all proper means;

e. to consult with the client on all questions of doubt which do not fall within the express or implied discretion left to the lawyer;
f. to keep the client informed to such an extent as may be reasonably necessary on issues which do not fall within the express or implied discretion left to the lawyer;
g. to warn the client of possible risks of action or inaction;
h. to call appropriate witnesses, and, in particular, calling an expert if the circumstances so require;
i. to explain the nature, effect, and significance of documents;
j. to investigate potential issues and uncertain points of law;
k. to proceed to advise only on complete instructions adequate to achieve the desired result;
l. to act expeditiously where there is time sensitivity; and
m. to protect the confidentiality of the clients' files.

[54] In addition to this list, Justice Moen made the following comments at paragraph 203 that I would adopt:

> "Lawyers are human beings and, as such, are going to make mistakes. We all do. It is not each mistake or misjudgment that attracts liability. That would set too high a bar.

> However, when one looks at the whole of the conduct on any file, that will tell the story of competence or incompetence."

[55] Something less than perfection is not negligence. Moreover, some elements of the handling of a case might be less than ideal when viewed in retrospect but that again is not necessarily demonstrative of negligence.

[56] Parenthetically, I note here that expert opinion evidence is not always necessary in order to establish the requisite standard of care that a lawyer owes to a client. Put another way, it is not fatal to the Claimant's case here that he did not lead any expert evidence of the standard of care expected of Ms. Lawson in the circumstances of this case: *Poulain v. Iannetti*, 2013 NSCA 10.

[57] With these considerations in mind, has the Claimant demonstrated negligence on the part of Ms. Lawson?

[58] I return now to the Claimant's three principal complaints.

[59] The first complaint is that Ms. Lawson did not properly advise the Claimant about the so-called loans allegedly used to purchase the matrimonial home. In essence, he argues that he

wasted his time collecting the documentation in an attempt to prove the loans. He suggests that had Ms. Lawson initially told him what the opposing lawyer's letter of May 26, 2014 said (i.e. that a division of the loans as a matrimonial debt at trial was "quite doubtful") or that his claim in this regard was weak, he would not have pursued that issue.

[60] Ms. Lawson says that the Claimant was well aware of the difficulty that he would have in establishing that the money extended to him came by way of loan rather than gift and this was, in fact, discussed at the time of the meeting between Ms. Lawson and the Claimant way back on April 15, 2013.

[61] In any event, Ms. Lawson says that she told the Claimant that there were at least two ways that the Claimant could seek recognition of the so-called loans. First, the Claimant could seek an equal split of the matrimonial property during asset division (which would, in effect, represent an equal split of any matrimonial debt relating to that property) or, alternatively, the Claimant could seek an unequal division of matrimonial property in order to account for, in some fashion, the so-called loans. Both of these methods of addressing the so-called loans were actually pleaded in the Answer to the Petition for Divorce.

[62] In addition, Ms. Lawson suggested that the loans be listed in the Claimant's Statement of Property and, if the Claimant's wife accepted them as such, then the legal onus on the Claimant to prove the loans as loans and not gifts would be irrelevant as he would not need to prove something that was conceded by the Claimant's wife.

[63] Despite the Claimant's views to the contrary, I find that Ms. Lawson did inform the Claimant that it would be difficult to prove that the so-called loans were actually loans and not gifts. I do believe, however, that Ms. Lawson's initial comments on that issue at the meeting on April 15, 2013 were not nearly as definitive as they became by the time of her meetings with the Claimant on April 2, 2014, April 22, 2014, May 5, 2014 and May 28, 2014. That makes sense when one considers that, as time went on, it became clear that the Claimant's wife would be contesting the fact that the money that the Claimant had received from others had come by way of loan as opposed to gift and that the evidence was less than solid on the point.

[64] The question of whether or not borrowed money falls within the category of matrimonial indebtedness was discussed in *Ferla v.*

Ferla, 2007 NSSC 30 and in the *Dauphinee v. Dauphinee* case referred to in the decision in *Ferla* at paragraph 26. Essentially, the courts have noted that it is a question of fact as to whether or not money advanced to a person from parents or others is a gift or a debt that is capable of legal enforcement and, as a consequence, whether or not it should be viewed as a matrimonial debt that, upon divorce, the spouses must share during the division of matrimonial property.

[65] While the Claimant points to *Ferla* and *Dauphinee* as supporting his argument that he received negligent advice from Ms. Lawson about the so-called loans, I find to the contrary. It is clear from the caselaw that supportive written documentation is not necessarily required to prove the fact of a loan as a matrimonial debt (although obviously it can be anywhere from determinative to merely of some assistance to the court). Moreover, an unequal division of matrimonial property may be held to be appropriate even without proof of an enforceable loan.

[66] What is clear in the case before me is that the approximate sum of $80,000 representing the so-called loans received by the Claimant from non-arm's length parties for the purpose of purchasing a matrimonial home is a significant sum and the

Claimant was very much interested in securing some kind of acknowledgement from his wife that the sum represented a matrimonial debt. A significant proportion of the equity in the matrimonial home was the result of having had that money in the first place. Perhaps because of his strong desire to have the sum characterized as a matrimonial debt, the Claimant appears to have taken Ms. Lawson's suggestion on April 15, 2013 that he secure written, supporting documentation as meaning that if he did, in fact, secure such documentation, he would be successful on this issue at a potential future trial. I do not at all believe, however, that that is what Ms. Lawson said to the Claimant.

[67] The letter from the opposing lawyer taking a contrary position to the one desired by the Claimant (the letter dated May 26, 2014) appears to have shaken the Claimant's confidence in Ms. Lawson. It also appears to have been the first time that he began accepting that he might be unsuccessful in proving the so-called loans as loans.

[68] I reject, however, the Claimant's assertion that Ms. Lawson had never discussed the potential weakness of his case in respect of these so-called loans. I would have to not only discount her oral testimony and the evidence that she gave in her affidavit but I

would also have to believe that the memoranda to file that form part of Ms. Lawson's file materials were not prepared contemporaneously with the meetings that she had with the Claimant where the so-called loans were discussed (as she says they were) or that they inaccurately record what was discussed. I am not prepared to do so. By contrast, the Claimant's testimony that Ms. Lawson did not discuss the difficulty in establishing the so-called loans as loans until after receipt of the opposing lawyer's letter of May 22, 2014 is implausible.

[69] In addition to that, the strength (or weakness) of a particular factual or legal proposition can ebb and flow during litigation as information comes to light over time. On April 15, 2013, Ms. Lawson did not have the benefit of the written documentation that the Claimant obtained with regard to the so-called loans. The documentation was secured over time thereafter. The position of the Claimant's wife did not become crystal clear until the opposing lawyer's letter of May 22, 2014 although there were some warning signs before then. Ms. Lawson would also have wanted to assess her client's credibility at his oral discovery on April 22, 2014 and how he might present at trial, as would the opposing lawyer. All of these factors undoubtedly played a role in Ms. Lawson

becoming increasingly insistent with the Claimant about the difficulty in establishing the loans as such.

[70] While it is easy to say, as the Claimant does, that Ms. Lawson should have been as definitive about the so-called loans earlier than she was later in April and May 2014, I believe that such would represent a standard too high to be reasonably expected, particularly where the Claimant himself appears to have been relatively adamant from the outset and largely unshakeable in his belief thereafter (until late May 2014) that these so-called loans could and should be accounted for and accepted by his wife.

[71] In short, I find no negligence on Ms. Lawson's part in terms of the information and advice that she gave to the Claimant with respect to the so-called loans.

[72] The next allegation of negligence is that Ms. Lawson mishandled the issue of the amount of the child support payments being made by the Claimant to his wife given his wife's significant increase in income in 2014 relative to his own income.

[73] The simple answer to this allegation is that, up until a meeting on May 28, 2014, the Claimant never asked Ms. Lawson

to look at seeking a variation of the amount of the child support payments that he was making even after the presumptive increase in his wife's income in 2014 (which, in any event, was not officially confirmed during the period of time that Ms. Lawson was representing the Claimant). Prior to that meeting, the Claimant was consumed by the issues surrounding the so-called loans and whether or not they would be accepted as such by his wife, by his medical leave from work and by whether or not he would receive financial credit or reimbursement for money he allegedly spent getting the matrimonial home ready for sale and maintaining it until it was sold.

[74] It is also evident from the documentation that I have reviewed that there is a distinct possibility that the Claimant thought a final resolution would soon be forthcoming at various different points in time. In addition, there appears to have been a lack of agreement between the Claimant and his wife on the terms of the parenting plan in the spring of 2014. Both of these considerations could not only have impacted upon the timing of or need for a potential variation request but also could potentially have impacted upon the actual amount of the child support payments directed to be paid had a variation been sought.

[75] While greater proactivity on Ms. Lawson's part in terms of the issue of child support payments might have been possible, I do not accept the claim that Ms. Lawson's handling of this issue falls below the applicable standard of care of the reasonably competent and diligent lawyer.

[76] The last complaint is that Ms. Lawson did not proceed as expeditiously as the circumstances required.

[77] This is where an examination of the chronology of events is most helpful.

[78] From what I can tell, the first period of more than a couple of days delay on the part of Ms. Lawson in replying to an email from the Claimant is the summer of 2013 when he wrote an email to her on June 16, 2013 and she did not reply until July 4, 2013. This period of time is not particularly lengthy and, in any event, it includes a statutory holiday. Even if Ms. Lawson had replied sooner, I do not see how any material aspect of the handling of the Claimant's case or its outcome would have changed.

[79] In fact, any significant amount of "drift" between April 2013 and September 2013 is the result of the Claimant failing to

complete his Statements of Income, Expenses and Property or in failing to provide Ms. Lawson with the information needed to complete these documents. She first provided these documents to the Claimant in April 2013 and, despite assisting him and speaking with him on a number of different occasions about it, the Claimant did not provide all of the required information until the beginning of September 2013.

[80] The next obvious period of delay is between mid to late September 2013 and the receipt of the Claimant's wife's disclosure in mid to late December 2013. While Ms. Lawson could perhaps have been more insistent that the opposing counsel provide her with that disclosure sooner, and it would perhaps have been preferable had she followed up more regularly with opposing counsel in an attempt to keep the matter moving forward during the fall of 2013, I do not accept that this period of delay demonstrates negligence on Ms. Lawson's part.

[81] There was a subsequent delay over the December holiday period. When the Claimant's wife's disclosure was received on December 19, 2013, a copy of it was erroneously sent to the Claimant at the matrimonial home that had just been sold and where he no longer lived. When the Claimant followed up with

Ms. Lawson in the New Year about whether or not his wife's disclosure had been received, Ms. Lawson quickly made sure that the Claimant received another copy of the same. The delay was approximately one month but it does fall over a holiday period. Any actual impact on the Claimant's case is much less significant that it might otherwise seem.

[82] At the hearing before me, a lot of time was spent on a two week delay (between January 31, 2014 when the opposing lawyer suggested an oral discovery date and February 14, 2014 when Ms. Lawson asked about the Claimant about his availability for oral discovery). I note that Ms. Lawson herself was not available for an oral discovery on February 28, 2014 as proposed by the opposing lawyer in any event. As the chronology makes clear, the attempt to schedule a different date was ongoing with no more than the usual expected delays wherever the schedules of a number of people (in this case, four – two lawyers and two parties) must be co-ordinated. I see no evidence of negligence on Ms. Lawson's part.

[83] I am mindful as well of Justice Moen's suggestion that the totality of the conduct in a file must be examined rather than bringing a focus on the minutia of isolated instances of claimed negligence. In this case, I do not see any inordinate delay in the

advancement of the Claimant's case that can be said to rest on the shoulders of Ms. Lawson. Unfortunately, litigation cases in the courts do not necessarily go forward as swiftly as one might hope and they can have a life of their own. Delay is not necessarily the result of any one person's actions (or inactions).

[84] I think that it is also important to note that the Claimant's comments from time to time to Ms. Lawson about wanting the case to be moved forward, in a general way, did not reasonably communicate to Ms. Lawson the degree of urgency that he believes they did. He did not say in his testimony before me that he specifically told Ms. Lawson why time might be of the essence (and he did not explain to the Court why that might have been the case either). At all events, Ms. Lawson was aware, in a general way, that the Claimant wanted the matter concluded as quickly as possible and I believe that she was reasonably attempting to achieve that goal for the Claimant.

[85] All things considered, I see no negligence on the part of Ms. Lawson in this case in terms of specific instances of action (or inaction) or, in a global sense, in terms of the whole retainer period between mid-April 2013 and June 5, 2014.

[86] In the circumstances, I do not believe that any useful purpose would be achieved in delving into the question of possible damages on account of claimed negligence although I do note that the Claimant admitted during his own testimony that one could not easily calculate any of the losses that he says he sustained as a result of Ms. Lawson's alleged negligence.

(c) Assessment of Ms. Lawson's Legal Accounts

[87] Ms. Lawson issued a number of accounts to the Claimant as follows:

May 14, 2013	Fees	$1,290.00
	Disbursements	$ 124.55
	HST	$ 201.53
	TOTAL	$1,616.08
September 6, 2013	Fees	$1,005.00
	Disbursements	$ 40.83
	HST	$ 156.87
	TOTAL	$1,202.70

April 3, 2014	Fees	$1,110.00
	Disbursements	$ 22.00
	HST	$ 169.80
	TOTAL	$1,301.80
May 27, 2014	Fees	$1,545.00
	Disbursements	$ 22.00
	HST	$ 235.05
	TOTAL	$1,802.05
June 5, 2014	Fees	$ 285.00
	Disbursements	$ 0.00
	HST	$ 42.75
	TOTAL	$ 327.75

[88] The total of all of these invoices is $6,250.38. The Claimant paid all of the amounts, save the last amount of $327.75. Ms. Lawson has not filed a Counterclaim for this last mentioned sum.

[89] The principles to be applied in the context of assessing a lawyer's account have been repeated on numerous occasions but the most recent authority that is binding upon this Court where the various considerations are collected together in one place is the

decision of Justice Boudreau in *McInnis v. McGuire*, 2014 NSSC 437. Rather than repeat those considerations here, I will address the key considerations below although all have been taken into account.

[90] In this case, there was a written retainer agreement. The Claimant agreed to pay Ms. Lawson an hourly rate of $150 plus harmonized sales tax and disbursements. Billing procedures and the meaning of various terms such as "disbursements" are explained in the agreement.

[91] The retainer agreement makes it clear that no fixed quote has been provided but that, once a matter has been set for trial and future costs can reasonably be expected, Ms. Lawson would provide an estimate to the Claimant.

[92] As noted above, Ms. Lawson regularly issued accounts to the Claimant. He would have been well aware of the mounting cost associated with responding to his wife's Petition for Divorce. He frequently wished to (and did) speak with Ms. Lawson about his case and ongoing issues in it. She was reasonably responsive to the Claimant's communications.

[93] I have examined the entries and the descriptions of work set out in the invoices. Having reviewed all of the materials, there appear to be a number of instances where Ms. Lawson did not bill the Claimant for time spent working on the matter even though she reasonably could have done so. Moreover, the time spent on the various tasks appears to be reasonable (i.e. there was no duplication of work, unnecessary work, etc.) based on the sufficiently comprehensive descriptions of each task completed. Ms. Lawson's hourly rate is reasonable – she was called to the bar in 2012 and she has practiced almost exclusively in the area of family law since then. Despite her relatively recent year of call, her level of experience was, in effect, much higher, since she had been a paralegal at the firm where she is now a lawyer for some fourteen years before her call.

[94] Similarly, the disbursements all appear to be reasonable as well.

[95] To be frank, I see no reason to reduce the amount of the accounts by any margin at all and they will be certified as is.

CONCLUSION

[96] The Claimant has neither made out his claims of negligence against Ms. Lawson nor have I found any reason to reduce the amount of Ms. Lawson's legal accounts as issued to the Claimant.

[97] As a result, an Order dismissing the Claim will be issued. The Defendant did not specifically claim or prove any costs so none will be awarded. I will also certify Ms. Lawson's accounts in their full amount as both lawful and reasonable.

Appendix
Chronology of Events

Date	Event
April 8, 2013	First contact between the Claimant and the Defendant by way of an intake call through the lawyer referral service
April 9, 2013	The Claimant sends an email to the Defendant with an attached Interim Order (Family Proceeding) issued by the Supreme Court of Nova Scotia (Family Division) dated March 8, 2013 in the matter of Mir Humayun Kabir and his wife as well as other related documents pertaining to the same proceeding
April 12, 2013	The Claimant and the Defendant meet in person for the first time at the Defendant's office for approximately one-half hour as part of the lawyer referral service process
April 14, 2013	The Claimant sends an email to the Defendant asking her to be his lawyer for his "divorce case"
April 15, 2013	The Claimant and the Defendant meet for approximately forty-five (45) minutes in order to discuss how to fill out the blank Statements of Income, Expenses and Property given to him by the Defendant and to finalize the response to the Claimant's wife's Petition for Divorce
April 15, 2013	After the above-noted meeting, the Claimant writes an email to the Defendant asking if he can drop off all of his and his wife's financial information and court documents at the Defendant's office
April 16, 2013	The Defendant sends a retainer letter to the Claimant which she says may answer the questions in his email of April 15, 2013

April 17, 2013	The Defendant meets with the Claimant for approximately one-half hour and then completes and files an Answer to the Claimant's wife's Petition for Divorce
May 3, 2013	The Claimant sends an email to the Defendant advising, among other things, that he has partially filled out the forms that she gave to him although he needs some help with them and that "I also collected letters from the persons from whom I borrowed money for our matrimonial house."
May 3, 2013	The Defendant sends a reply email to the Claimant suggesting that he come in the following Monday next week in order to discuss the case and so that she can help him finish filling out the court papers
May 3, 2013	The Claimant sends a reply email to the Defendant saying that Monday does not work but Tuesday after 12 p.m. or Wednesday or Thursday any time would work
May 8, 2013	The Claimant and Defendant meet for approximately fifty (50) minutes so that the Defendant can assist the Claimant in completing the Statements of Income, Expenses and Property, so that she can review his supporting documents in that regard and so that she can discuss any child care issues and the sale of the matrimonial home with the Claimant
May 9, 2013	The Claimant writes an email to the Defendant stating that he needs some time to think about his wife's unilateral decisions regarding summer child care and saying that he will contact the Defendant once he revises the court forms in accordance with her advice
May 10, 2013	The Defendant writes a letter to the lawyer for the Claimant's wife advising of the

	Claimant's intention to list for sale the matrimonial home and requesting updated financial disclosure from the Claimant's wife (copied, by email, to the Claimant)
May 14, 2013	The opposing lawyer writes a letter to the Defendant regarding the sale of the home and three other unrelated issues (the Claimant's summer plans for the children of the marriage, passport applications for the children and "various safety issues" at the Claimant's home)
May 14, 2013	The Defendant writes a letter to the Claimant, attaching the letter of the same date from the opposing lawyer and asking that the Claimant "top up" the retainer which had been exhausted (sent by email to the Claimant on May 16, 2013)
May 18, 2013	The Claimant sends an email to the Defendant responding to the issues in the opposing lawyer's May 14, 2013 letter and the request for further retainer funds
May 21, 2013	The Defendant reviews the Claimant's email of May 18, 2014 and attachments
May 23, 2013	The Claimant and the Defendant meet for approximately twenty (20) minutes at which time the Claimant supplies further retainer funds to the Defendant following which the issues in the opposing lawyer's May 14, 2013 letter are discussed
May 24, 2013	The Defendant attends at the Supreme Court (Family Division) courthouse in order to review the Court file
May 24, 2013	The Claimant writes an email to the Defendant attaching a summer arrangement schedule prepared by his wife and with which he agrees
May 27, 2013	The Defendant writes a letter to the opposing lawyer (copied, by email, to the

	Claimant) concerning the issues raised in his letter of May 14, 2013
June 16, 2013	The Claimant writes an email to the Defendant in order to confirm his guess that she had not yet heard from the opposing lawyer and asking about the next course of action
June 17, 2013	The Defendant reviews the Claimant's email of June 16, 2013
July 3, 2013	The Claimant writes an email to the Defendant in order to follow up on his email of June 16, 2013
July 4, 2013	The Defendant reviews the Claimant's email of July 3, 2013 and writes an email to the Claimant indicating that the next course of action is for the Claimant to sign his disclosure documents (i.e. the Statements of Income, Expenses and Property); the Defendant attempts to set up a meeting with the Claimant in order to attain this goal
July 11, 2013	The Claimant and Defendant meet for approximately one hour to go over the Claimant's disclosure documents and to discuss various communications issues between the Claimant and his wife concerning child care
July 18, 2013	The opposing lawyer writes to the Defendant and indicates that he would like to review the matter with her during the week of July 29, 2013 in addition to perhaps scheduling subsequent oral discoveries
July 23, 2013	The Defendant calls the opposing lawyer (0.2 hours – no detail in invoice or file note provided to the Court)
August 19, 2013	The Claimant sends an email to the Defendant stating that he has arranged "all the documents you were looking for"

August 20, 2013	The Defendant reviews the Claimant's email of August 19, 2013 and sends an email to the Claimant indicating that she is on vacation and will return on August 26, 2013 but that he can drop off the documents at her law firm's reception
August 21, 2013	The Claimant sends an email to the Defendant agreeing to drop off the documents
August 27, 2013	Emails between Defendant and the opposing lawyer in order to arrange a telephone call the following day after 3:30 p.m.
August 28, 2013	The Defendant does not speak with the opposing lawyer but reviews an email from him and sends him an email in reply
August 28, 2013	The Claimant sends an email to the Defendant asking if she received all of the documents that he dropped off
August 30, 2013	The Defendant speaks with the opposing lawyer on the telephone regarding the sale of the matrimonial home, mould in the home and the associated remedial work required, custody issues and the continued request for the disclosure from the Claimant's wife
August 30, 2013	The Defendant sends an email to the Claimant reporting on the telephone call with the opposing lawyer and attempting to arrange a meeting with the Claimant
September 5, 2013	The Claimant and Defendant meet for approximately forty (40) minutes in order to discuss and execute his Statements of Income, Expenses and Property; the Statement of Expenses attaches documents from three individuals concerning money purportedly loaned by each of them to the Claimant; Defendant advises the Claimant that once the position of the Claimant's wife was known on various issues, the Claimant could be advised how to proceed

September 6, 2013	Statements of Income, Expenses and Property filed with the Court on September 5, 2013 are sent to the opposing lawyer
September 6, 2013	The Defendant writes a letter to the Claimant enclosing an interim account and requesting a "top up" of the now exhausted retainer
September 16, 2013	The opposing lawyer writes to the Defendant asking for further information about, among other things, the loans that the Claimant says were used to purchase the matrimonial home
September 17, 2013	The Defendant writes a letter to the Claimant regarding the opposing lawyer's letter of September 16, 2013; she indicates that once the Claimant's wife's disclosure is received, a decision can be made about oral discovery of the Claimant's wife, and she asks for information concerning the sale of the matrimonial home and as well as on her prior request for more retainer money
September 17, 2013	The Claimant writes an email to the Defendant in connection with her letter of September 17, 2013
September 20, 2013	The Claimant writes an email to the Defendant regarding child care issues that have arisen between the Claimant and his wife
September 20, 2013	Within one hour of receipt of the Claimant's email, the Defendant speaks with the Claimant on the telephone for approximately eighteen (18) minutes
November 7, 2013	The Claimant writes an email to the Defendant asking if she has heard anything from the opposing lawyer

November 13, 2013	The Claimant writes another email to the Defendant asking if she has heard anything from the opposing lawyer
November 13, 2013	The Defendant writes a reply email to the Claimant saying that she has not heard anything, that she has been in court proceedings much of the prior week and the current week and that she will look at the Claimant's file that day and follow up
December 10, 2013	The Claimant writes an email to the Defendant asking if it is time to communicate with the opposing lawyer in order to get the Claimant's wife's documents
December 10, 2013	The Claimant writes an email to the Defendant approximately one hour after the foregoing email in order to indicate that an offer on the matrimonial home has been accepted with a closing date of December 20, 2013
December 10, 2013	After the two foregoing emails, the Defendant unsuccessfully attempts to speak with the Claimant by telephone and then sends an email to him
December 10, 2013	The Claimant and Defendant ultimately do speak on the telephone for approximately twelve (12) minutes
December 11, 2013	The Defendant writes a letter to the opposing lawyer (copied, by email, to the Claimant) asking for his client's financial disclosure and confirming the accepted offer on the matrimonial home
December 12, 2013	The Claimant writes an email to the Defendant acknowledging receipt of December 11, 2013 letter to the opposing lawyer
December 16, 2013	The Claimant writes an email to the Defendant providing his new address

December 19, 2013	The opposing lawyer writes a letter to the Defendant enclosing his client's executed Statements of Income, Expenses and Property
December 20, 2013	The Defendant receives the opposing lawyer's letter of December 19, 2013 and she writes a letter to the Claimant enclosing the same and asking him to give her a call "after the holidays" so that they can discuss it
January 12, 2014	The Claimant writes an email to the Defendant because he thought that his wife had not provided her financial disclosure and he says that he doesn't want to be "hanged up with this case months after months" as it is "hampering" his life
January 17, 2014	The Defendant reviews the Claimant's email of January 12, 2014, calls the Claimant and arranges for him to pick up his wife's financial disclosure
January 18, 2014	The Claimant writes an email to the Defendant asking her to provide him with a copy of his own Statements of Income, Expenses and Property so that he can compare with his wife's financial disclosure
January 20, 2014	The Defendant writes an email to the Claimant indicating that she is in trial but that she will have the documents copied and left for him at her law firm's front desk
January 21, 2014	The Claimant writes an email to the Defendant in order to comment on his wife's financial disclosure but also indicating that he would like to "end the process ASAP" and asking the Defendant to communicate with his wife's lawyer "to negotiate all the issues such as Custody, Child support, spousal support, division of asset, Matrimonial debt. etc."

January 24, 2014	The Defendant writes a letter to the opposing lawyer (copied, by email, to the Claimant) in order to provide the opposing lawyer with the information requested in his letter of September 16, 2013, in order to indicate that her client has a desire to resolve the outstanding issues and in order to ask for a specific position from the Claimant's wife concerning the issue of property division in light of the Claimant's Statement of Property listing the loans used to purchase the home as a matrimonial debt
January 24, 2014	The Defendant subsequently writes an email to the Claimant requesting information on whether or not he is entitled to a long term service award
January 25, 2014	The Claimant writes an email to the Defendant indicating that he will contact his employer's human resources department and asking for a meeting with the Defendant
January 30, 2014	The Claimant writes an email to the Defendant attaching a string of emails concerning his long term service award
January 31, 2014	The opposing lawyer writes a letter to the Defendant requesting oral discovery of the Claimant on February 28, 2014
February 14, 2014	The Defendant writes an email to the Claimant regarding the opposing lawyer's letter of January 31, 2014 and advising that she is not available on that date but asking for his general availability
February 14, 2014	The Claimant writes a reply email to the Defendant asking her to fix a time "as per your convenience"
February 14, 2014	The Defendant subsequently writes an email to the opposing lawyer proposing various dates in March 2014 for oral discovery

February 18, 2014	The Claimant writes an email to the Defendant advising that his family physician put him on medical leave from February 13 to May 12, 2014 because of stress and depression and asking her to "expedite the divorce process"
February 25, 2014	The Claimant writes an email to the Defendant asking her to let him know the new date for the oral discovery "as per [her] (& the other party's) convenience"
February 27, 2014	The Defendant contacts the opposing lawyer's office looking for an oral discovery date
February 27, 2014	The Defendant writes an email to the law firm which holds, in trust, the funds from the sale of the matrimonial home and asks how much is in the trust account from that transaction
February 27, 2014	The other law firm replies with the figure that is in the trust account
March 4, 2014	The Claimant writes an email to the Defendant asking about the oral discovery date
March 5, 2014	The Defendant writes a letter to the opposing lawyer (copied, by email, to the Claimant) about the oral discovery date and the long term service award
March 5, 2014	The Defendant writes an email to the Claimant attaching the March 5, 2014 letter to the opposing counsel and requesting, from the Claimant, more information concerning the value of the long term service award
March 5, 2014	the Claimant writes a reply email to the Defendant indicating that he cannot attend an oral discovery from March 23 to 26, 2014

March 6, 2014	The opposing lawyer writes a letter to the Defendant proposing oral discovery dates in April 2014
March 10, 2014	The Defendant writes a letter to the opposing lawyer regarding oral discovery dates in April 2014
March 13, 2014	The opposing lawyer's assistant writes an email to the Defendant suggesting an oral discovery date of April 22, 2014 at 10 a.m.
March 18, 2014	The Defendant writes an email to the Claimant advising that the opposing lawyer's assistant called about an oral discovery on April 22, 2014 and suggesting a meeting beforehand on March 26, 2014
March 18, 2014	The Claimant writes an email to the Defendant indicating that he is out of the city on March 26, 2014 and asks for another date
March 18, 2014	The Defendant writes an email to the Claimant suggesting a March 27, 2014 meeting date
March 18, 2014	The Claimant writes an email to the Defendant saying that March 27, 2014 is not good for him and asking for any date the following week
March 18, 2014	The Defendant writes an email to the Claimant suggesting a meeting date of April 2, 2014
March 18, 2014	The Claimant writes a reply email to the Defendant agreeing to an April 2, 2014 meeting date
March 20, 2014	The Defendant writes an email to the opposing lawyer's assistant confirming an oral discovery on April 22, 2014 beginning at 9 a.m.

April 2, 2014	The Claimant and Defendant meet for approximately one (1) hour and twenty (20) minutes at which time the Defendant gives the Claimant her opinion that the loans purportedly used to buy the matrimonial home would not likely be seen by a judge as loans forming part of the matrimonial debt unless the Claimant's wife acknowledges them as such
April 4, 2014	The Defendant writes a letter to the Claimant seeking more retainer money in advance of the oral discovery
April 14, 2014	The Claimant writes an email to the Defendant asking if he can use a credit card to pay the Defendant's invoice since the money from the sale of the matrimonial home is still held in trust
April 15, 2014	The Defendant writes an email to the Claimant indicating that a credit card payment is acceptable
April 17, 2014	The Claimant writes an email to the Defendant attaching a string of emails between the Claimant and his wife in which she does not appear to acknowledge the loans purportedly used for the purchase of the matrimonial home as part of the matrimonial debt
April 18, 2014	The Claimant forwards, to the Defendant, more emails between the Claimant and his wife
April 22, 2014	The Claimant is orally discovered by the opposing lawyer
April 22, 2014	The Claimant sends an email to the Defendant attaching other emails that he says represent a contract between he and his wife
April 24, 2014	The opposing lawyer writes a letter to the Defendant asking for, among other things,

	the Claimant's exact position concerning what the Claimant is looking for in terms of the matrimonial property and parenting issues
April 24, 2014	The Defendant writes an email to the Claimant attaching the opposing lawyer's letter of April 24, 2014 and asking him to call tomorrow to discuss
April 25, 2014	The Claimant writes an email to the Defendant with his response to the opposing lawyer's letter of April 24, 2014, indicating that he would rely on her to prepare a formal offer based on his legal position, and asking that the case be finished soon
May 1, 2014	The Defendant prepares a lengthy settlement letter to the opposing lawyer and emails a draft of the same to the Claimant for comment
May 1 and 2, 2014	Various emails between the Claimant and the Defendant concerning specific details in the draft settlement letter
May 2, 2014	The Defendant sends an email to the Claimant asking for a meeting
May 5, 2014	The Claimant and the Defendant meet for approximately forty-five (45) minutes in order to finalize the draft settlement letter; the Defendant suggests putting forward a compromise position concerning those areas in which the Claimant's legal position is weak (e.g. the loans purportedly used to purchase the matrimonial home) but the Claimant instructs the Defendant to put forward the full amount of the possible claim so as to see how his wife will respond
May 5, 2014	The Defendant sends the finalized settlement letter (copied, by email, to the Claimant) to the opposing lawyer

May 26, 2014	The opposing lawyer writes to the Defendant in order to advise that a division of the loans purportedly used to purchase the matrimonial home was not acceptable because there was no documentation to support that the loans were loans (as required by Nova Scotia law, according to the opposing lawyer)
May 27, 2014	The Defendant sends an email to the Claimant advising that an agreement on the loans is not forthcoming and requesting more retainer funds
May 27, 2014	The Claimant sends a reply email to the Defendant asking her to evaluate all aspects of the case considering Nova Scotia law, asking if it is worthwhile to negotiate or if he should just go to court, and asking for a meeting as soon as possible
May 27, 2014	The Defendant writes a reply email to the Claimant proposing a meeting the following day and asking for payment of an outstanding legal account
May 27, 2014	The Claimant accepts a meeting the following day and says that he will put some money towards the outstanding account
May 28, 2014	The Claimant and the Defendant meet for approximately one (1) hour and twenty (20) minutes at which time the Defendant tells the Claimant that he has not proven that the monies extended to him by the third parties constitute actual loans (as opposed to gifts), that she does not believe that he will be successful in proving them to be loans at trial and that they can pursue a change in child support payments if there is a new child parenting plan
May 28, 2014	The Claimant writes an email to the Defendant suggesting that he does not think that his wife wants to continue fighting and asking the Defendant's opinion regarding

	possibly withdrawing his settlement offer and securing a divorce trial date as soon as possible
May 30, 2014	The Claimant writes an email to the Defendant asking for her comment on withdrawing "our answer & file for divorce from my side and take a court date for divorce" and asking her to draft a letter, in accordance with their discussion on May 28, 2014, asking the opposing lawyer to give his wife's position about an agreed parenting plan as opposed to having a custody assessment carried out as proposed by the opposing lawyer
June 5, 2014	The Claimant files a Notice of Intention to Act on One's Own and writes an email to the Defendant indicating that he has decided to dismiss her and requesting that she return his retainer
June 5, 2014	The Defendant writes to the Claimant enclosing her final account and indicating that there is nothing left of the retainer that the Claimant had previously paid
June 5, 2014	The Claimant writes a reply email to the Defendant asking for her to refund all of the money that he has previously paid to her
June 11, 2014	The Claimant writes to the principal of the Defendant's law firm in order to complain of poor service and to request the return of all money he had previously paid
June 11, 2014	The Claimant tries to file a Request for Date Assignment Conference in order to secure a trial date but he also requests a Settlement Conference, the latter of which is denied because the Claimant's wife had not filed all required documents, including updated income information
June 12, 2014	The principal of the Defendant's law firm rejects the Claimant's request for the return

	of all money or maintains that there is no basis for the Claimant's complaints
June 27, 2014	The Claimant files a complaint against the Defendant with the Nova Scotia Barristers' Society
July 27, 2014	The Defendant receives the filed Complaint from the Nova Scotia Barristers' Society (that was sent on July 22, 2014) and is asked to respond by August 5, 2014
August 8, 2014	The Defendant responds to the Complaint (after having been given an extension to reply by August 8, 2014)
September 2, 2014	The Nova Scotia Barristers' Society dismisses the Complaint
September 26, 2014	The Claimant files an "appeal" of the dismissal
October 15, 2014	The Complaints Review Committee of the Nova Scotia Barristers' Society confirms that the dismissal of the Claimant's Complaint is correct
December 5, 2014	The Claimant files the within Notice of Claim