BENCHERS' DIGEST

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Money Laundering

by Allan T. Snell, Q.C.

On Friday, June 14, 2002 Madam Justice Rothery issued an Order pursuant to an application by the Federation of Law Societies of Canada and the Law Society of Saskatchewan and consented to by the Attorney General of Canada which vacated a previous Order of Chief Justice Gerein pronounced April 15, 2002. The June 14th Order expanded the interim exemption initially provided by Chief Justice Gerein to particular sections of *The Proceeds of Crime (Money Laundering) and Terrorist Financing Suspicious Transactions Reporting Regulations*. Pursuant to the Order, lawyers are exempted from the requirement to report suspicious transactions entered into by their clients and further, from the reporting of large cash transactions. These exemptions will continue pending the hearing on the merits of the petition launched by the Federation of Law Societies of Canada and the Law Society of British Columbia, challenging the inclusion of lawyers in the money laundering regulations. Orders similar to Madam Justice Rothery's have been issued across Canada.

This exemption applies only to lawyers and not to other entities named in the Regulations. We have recently been advised that there appears to be some confusion on the part of some professionals and institutions which are still subject to the *Act* and the Regulations requiring disclosure as to the effect of this exemption upon them. The answer is quite simply that it has no effect upon them. Lawyers will not be required to disclose suspicious transactions involving their clients, however, if those self-same transactions involve, for example, a financial planner or financial institution, those persons will continue to be subject to the disclosure requirements. The exemption does not, in any way, extend beyond what had always been the law with respect to solicitor-client privilege and confidentiality.

The practical effect of this may be that it may sometimes be in the client's best interest to instruct his/her lawyer to provide confidential information to a financial institution regarding monies received simply to avoid an appearance of suspicion which would then have to be reported by the financial institution to FINTRAC.

Further, the exemption does not alter the pre-existing legal and ethical prohibitions against knowingly or with willful blindness assisting a client in the commission of a crime. Money laundering is a crime and lawyers may not be complicit in it.

Highlights of the Meeting of the Benchers Held April 18 and 19, 2002

Attendance at the Bar Admission Course

Rule 160 requires that students-at-law attend all classes at the Bar Admission Course. The Bar Admission Course Director has some discretion to excuse absences in limited circumstances, such as illness or family emergencies, but that discretion does not extend to social engagements or other personal reasons. Principals are advised annually that they are not to assign work that conflicts with the Bar Admission Course.

During the August, 2001 Bar Admission Course, there were some attendance issues which resulted in some students being asked to meet with the Admissions & Education Committee. Some of the issues of concern to the Committee included the swearing of misleading affidavits, lack of respect for presenters and fellow students, and lack of professionalism.

At the April Convocation, the Admissions & Education Committee approved a new attendance policy which clarifies the Benchers' expectations regarding attendance at the Course and the consequences for failing to attend. Principals will be advised after the first unauthorized absence and students will not be permitted to attend the remainder of the Course after a second unauthorized absence. A new affidavit of attendance was also approved.

Incorporation

Lawyers have been allowed to incorporate their practice since January 1, 2002. To date, 74 permits have been issued. Questions have been raised whether lawyers must indicate on their letterhead or otherwise that they are incorporated.

The Benchers are of the opinion that since the reason for incorporation was for tax advantages and since there is no limitation on personal liability, there is no need to require lawyers to indicate the fact that they are corporations in their firm name, on their letterhead or otherwise.

Investment of Trust Funds

Rule 910 allows lawyers to invest trust funds in separate investments on written instructions from their clients. A financial institution had inquired whether lawyers could deposit their mixed, or pooled, trust funds in the Money Market Fund. Rule 911 sets out the requirements for a mixed trust account, being:

(a) an account which is readily available to be drawn upon by the member and in respect of which the member receives cancelled cheques and bank statements each month

The Finance Committee is of the opinion that the Money Market Fund does not meet the criteria to be a depository for mixed trust accounts.

Uniform Trust Conditions

The Benchers gave first reading to an amendment to *The Code of Professional Conduct* which deals in part with the issue of the uniform trust conditions. As had been noted in previous editions, the Benchers do not wish to make a specific set of trust conditions mandatory, but did want to make it clear that lawyers should not be guaranteeing funds in real estate transactions. The amendment reads as follows:

10A. The lawyer shall not, when acting for the purchaser in a real estate transaction, undertake personal responsibility for a transaction by guaranteeing payment. Conversely the lawyer, when acting for the vendor in a real estate transaction, shall not impose upon the lawyer acting for the purchaser a trust condition which requires the lawyer for the purchaser to guarantee closure of the transaction by personally guaranteeing payment of the entire purchase price.

Nothing in this paragraph shall prevent a lawyer for the purchaser from accepting a trust condition nor a lawyer for the vendor from imposing a trust condition which imposes a guarantee of closure where the purchaser's lawyer has the full purchase price in his or her possession at the time of acceptance of the trust condition and the funds are fully releaseable upon closing.

Second reading will be given to the amendment at the May Convocation.

Lawyers Concerned for Lawyers

At the February Convocation, representatives of Lawyers Concerned for Lawyers ("LCL") met with the Professional Standards

Committee to discuss how LCL could better assist members who find themselves in the professional standards process. Protocols are being developed.

At the April Convocation, representatives of LCL appeared before the Benchers to request additional funding for the program which began in 1988. Funding for the program has remained constant at $29/member for the last 3 years. Usage has been steadily increasing, with 68 clients in 2000, 91 in 2001 and the usage in the first quarter of 2002 is higher than last year.

The Benchers believe that LCL provides an extremely important service to the lawyers in Saskatchewan and their families. The Benchers also recognize the loss prevention element of the LCL program, and agreed that a portion of the annual funding should come from SLIA.

The Benchers agreed to provide increases to LCL over the next four years to approximately $42/member in 2004. The proportion of that assessment between the Law Society and SLIA has not yet been determined.

Rule 401

The Benchers approved an amendment to Rule 401 which allows informal conduct reviews to be conducted by non-Benchers. The Benchers believe that this is one function that should primarily be handled by Benchers. However, in special circumstances it may be more appropriate to use non-Benchers. Some circumstances considered include geography and special knowledge. The Rule amendment will be circulated in due course.

Highlights of the Meeting of the Benchers Held May 30th and 31st, 2002

Rule Amendments

At the meeting of Benchers held May 30th and 31st, the Benchers passed various Rule amendments, which are being circulated in this mailing.

Rules 152 and 157

These Rules were amended to allow students to clerk at the Provincial Court of Saskatchewan and to serve, during their articles, periods of secondment at the Court. At the moment, the Court does not have the infrastructure in place that would allow students to clerk for one year, however, secondments are possible. During a secondment, a student would have opportunity to observe small claims trials, mediations, criminal docket and trials and to assist judges with research. The Benchers were unanimous in their support for the amendment.

Rule 900

The Benchers passed an amendment to Rule 900, which more explicitly defines trust funds.

Form TA-1 and Rule 1201

As a result of the Lamontagne matter and other discipline investigations, the annual trust account forms are under review. Proposed new forms TA-3 (the Annual Practice Declaration) and TA-5 (the Accountants' Report) are posted on the Law Society website at www.lawsociety.sk.ca in the Members' Section. Comments are welcome.

Under Rule 1201, lawyers starting a new office or trust account must, within 30 days, file a Commencement Report, Form TA-1. Previously, the Rule required the report to be completed by the accountant. As well, lawyers were exempted from filing the report if they had a computerized trust accounting system.

The Benchers approved a new Commencement Report (TA-1), which must now be completed by the lawyer, not the accountant. Additional information is required which will assist the auditor/inspector and augment the spot audit program.

Some of the additional information requested includes the name of partners, associates and lawyer employees; the location of the trust account; and the name of the accountant. The form also requires the lawyer to submit trust listings and reconciliations to the auditor/inspector by the 20th day of the following month for the first six months.

Formerly, Rule 1201(1)(c) exempted lawyers from filing Form TA-1 if they had a computerized system. We have found that although members have such systems, some do not necessarily use them. Members are not exempted from filing Form TA-1 unless they do not have a trust account, in which case they must file Form TA-7.

Chapter XVI, Commentary 10A – Code of Professional Conduct

As noted in the highlights of the April Convocation, the Benchers passed the amendment to Chapter XVI, Commentary 10a of *The Code of Professional Conduct*.

Lawyers' Trust Accounts – Payee Name

The Law Society has received correspondence from financial institutions to the effect that lawyers do not always ensure that the proper payee appears on cheques deposited to lawyers' trust accounts. To avoid delay and disruption, please ensure that the proper trust account name – not a variation – is shown as the payee for cheques deposited to your trust account.

Any cheques which are intended to be placed in trust, but which show the payee as a third party (the beneficiary), must be endorsed by the payee before being deposited.

Call for Volunteers for the Mentor Program, the Senior Legal Assistance Program and A Guideline for Lawyers Selling Real Estate

Mentor Program

The Mentor Program is designed to provide lawyers with the assistance of more experience counsel and is aimed at ensuring that the public continues to receive quality legal services. It is operated out of the office of the Law Society of Saskatchewan, where a list of experienced practitioners who have volunteered to serve as mentors is maintained. Assistance is provided in the areas of:

administrative and labour law
bankruptcy and receivership
civil litigation
corporate and commercial
criminal law
ethics and professional conduct
family law
probate
real property

Members interested in volunteering to serve as mentors are asked to contact the Law Society office, indicating which area(s) of law in which they are interested in providing assistance.

Seniors Legal Assistance Program

As part of the Lawyer Referral Service, the Law Society operates the Seniors' Legal Assistance Service. Under this program, lawyers agree to provide legal services free of charge to seniors who receive the Federal Guaranteed Income Supplement. This is a purely voluntary service and individual lawyers may decline to act in certain circumstances or for certain clients.

Interested members may contact the Law Society office.

Lawyers Selling Real Estate

Pursuant to section 3(1)(f) and (3) of *The Real Estate Act*, lawyers may sell real estate subject to certain conditions. The Real Estate Sub-Committee of the Law Society of Saskatchewan is studying the issue of lawyers selling real estate and is seeking volunteers to assist them in preparing guidelines for lawyers selling real estate which would fit within the limits set out in *The Real Estate Act*. Interested members may contact the Law Society office.

Queen's Counsel

Queen's Counsel appointments are made by the Cabinet with the judiciary, the Law Society and the Canadian Bar Association providing input. In the fall, the Benchers will be considering eligible members whose names may be put forward to the joint committee which will, in turn, present a restricted list of recommended lawyers to the Minister of Justice, the Honourable Chris Axworthy, Q.C. Members are invited to submit to the Law Society the names of lawyers whose recognized legal ability, service to the profession and to the public in Saskatchewan, warrant their consideration to the joint committee.

Ethics Rulings – April 2002 Convocation

Chapter IV – "Confidential Information" – Cannot Deliberately Shield Information from Law Society of Saskatchewan" – April 2002

February 2002 Question:

A lawyer asked if he could use "without prejudice" to shield letters from the Law Society for the purposes of discipline, the way "without prejudice" letters are shielded from the Court.

Ruling:

The Ethics Committee, during its February 2002 meeting, indicated that these are two different concepts. "Without prejudice" letters are kept from the eyes of the Court in order to protect negotiations and encourage settlements. Marking a letter "Without Prejudice" does not stop the Law Society from investigating a member as per its statutory duty to protect the public.

April 2002 Question:

The lawyer asked that the Ethics Committee February ruling with respect to "Without Prejudice Letters" not be published as he believed it missed the point of his inquiry. The matter was resubmitted to the Ethics Committee at April Convocation.

The Ethics Committee understood the lawyer to have previously asked whether or not he could use "Without Prejudice" to shield negotiations from the Law Society as was done with the Courts. His latest query is whether or not a provision could be included in a letter indicating that he would only enter into negotiations on the condition that the letter may not be disclosed to the Law Society. The lawyer takes the position that such clauses are often put in letters to prevent disclosure of negotiations to public competitors or the government, and should also apply to the Law Society. The lawyer asked for the Ethics Committee's position on a situation where specific terms of such settlement negotiation may be relevant in some way to a Law Society investigation.

Ruling:

The Ethics Committee was of the opinion that the answer to the latest question was the same as the first answer, regardless of the phrasing of the concept in question. Just as it is improper to require a complaint to be abandoned as part of a settlement, it is improper to impose a condition that correspondence not be disclosed to the Law Society, which correspondence might itself disclose grounds for a complaint and which a member might have a duty to report. Basically, no matter what a lawyer says in a letter or by way of agreement, if the Law Society is investigating a matter no provision in an agreement or phrase in a letter will prevent the Law Society from carrying out its statutory mandate to investigate.

Chapter XVI " Responsibility to Lawyers Individually" – Contacting Another Lawyer's Client – April 2002

Facts:

Client A hired Lawyer B and provided authorization to his former lawyer, Lawyer A to transfer files to Lawyer B. Lawyer A contacted the client directly after receiving the authorization. Lawyer B reported Lawyer A for contacting his client directly. Lawyer A indicated that he had wanted to talk to Client A about payment of his bill, and as well, to determine if there were any concerns Client A may have had with respect to his legal work. Lawyer A was advised of the rulings of September 1999 and December 1999 prohibiting contact with former clients. Lawyer A indicated he was not aware of those rulings and would not do it again. However,

Lawyer A then wrote directly to Lawyer B, and copied the correspondence to Client A.

Ruling:

The Ethics Committee confirmed the rulings of September 1999 and December 1999 indicating that once an authorization to transfer the file was received, Lawyer A should not contact the client except through Lawyer B, or with the consent of Lawyer B Lawyer A could contact the client directly. The Ethics Committee also noted that to send a copy to the client when writing to Lawyer B was seen as contacting the client directly.

Chapter XVI – "Responsibility to Lawyers Individually" – Duty to Follow Client Instructions – April 2002

Facts:

Lawyer C acted on behalf of the purchasers and Lawyer D acted on behalf of the builders with respect to construction of a house. The purchasers entered into a construction agreement with the builder, a term of which was that the purchasers would irrevocably assign to the builder the entire proceeds of any mortgage required by the purchaser to finance construction. The purchasers signed an Assignment of Mortgage Proceeds document assigning proceeds to the builder. When the house was almost completed, there were some outstanding issues as the purchasers believed there were major deficiencies with respect to the property, change orders which had not yet been approved, and concerns about administrative costs. Lawyer C withheld mortgage advances as well as some of the purchasers own money in trust pending resolution of the outstanding issues. Lawyer D insisted that Lawyer C must forward all mortgage advances to his office as per the irrevocable Assignment of Mortgage Proceeds document, and asked the Law Society Ethics Committee for a ruling.

Ruling:

The Ethics Committee ruled that absent undertakings or accepted trust conditions on the part of Lawyer C or any illegality, the Lawyer C is bound to follow the instructions of his clients. If a document such as the Construction Agreement or Assignment of Mortgage Proceeds is breached by the purchasers, then the builder may deal with the purchasers' breach in the regular course. The lawyer should advise the clients, of course, of all potential consequences arising from the possible breach.

Chapter XVI – "Responsibility to Lawyers Individually" – Breach of Trust Conditions – Passage of Time - April 2002

Facts:

In 1997, Lawyer E sent approximately $8,600 to Lawyer F's firm on behalf of his client, in trust, on the following trust conditions:

1. "You will accept the enclosed amount appropriated on account of the principal balance and not the interest (if any) owing on our client's account with your firm.
2. You credit the enclosed payment as well as the prior payments on account of $9,500.00 for a total of $18,100.00 ($8,600.00 + $9,500.00) against the guarantee signed by our client's brothers;
3. You will deliver up our client's file including all documents including audio and visual tapes and information concerning him in your possession."

The client's two brothers had signed as guarantors for the client's fees at Lawyer F's office. Lawyer E believed that applying the $8,600 to the "original" fees would satisfy the guarantors' liability. Lawyer F's firm wrote to Lawyer E indicating they would accept the $8,600 and the trust conditions, but they wanted to add a provision to protect themselves in the event of a claim of bankruptcy by the client. Lawyer E indicated that the addition of another trust condition on his trust conditions was not acceptable, and he was not prepared to amend the original trust conditions. Lawyer F's firm did not comply with the trust conditions, kept the $8,600, and did not forward the files.

Approximately a year later, the lawyers communicated again, this time with respect to the issue of taxation. A taxation was held October 31st, 2000. The Taxing Officer took into account the $8,600 payment to the Lawyer F's firm and indicated that approximately $9,000 remained owing by the client to Lawyer F's firm.

Lawyer E and Lawyer F attempted to settle the matter and offers went back and forth. Lawyer E indicated that if his offer was accepted, Lawyer F's firm would not have to pay back the $8,600 as per the breached trust conditions, which were imposed approximately four to five years prior. Lawyer F argued that the passage of time would constitute "tacit" acceptance by Lawyer E of the trust conditions as amended by Lawyer F's firm.

In 2001, Client G complained to the Law Society that he and Lawyer E had never received the file and that Lawyer F was in breach of the 1997 trust conditions. The Complaints Officer ascertained the positions of the parties involved. There was some confusion about whether or not the files were actually delivered. Lawyer F's office took the position that everything had been sent, in compliance with the trust conditions. However, the file was later located by Lawyer F's office and a box of files was forwarded to the Law Society.

Ruling:

1. Did Lawyer F breach the trust conditions imposed by Lawyer E in 1997 on the $8,600 Lawyer E forwarded to Lawyer F's firm?

   Yes, Lawyer F breached the trust conditions, did not send the file over and should not have used the money since he did not comply with trust conditions.

2. Were the trust conditions amended by Lawyer F's firm's letter which added the provision regarding a potential claim in bankruptcy accepted by Lawyer E, as he did not pursue Lawyer F about the breach of trust conditions?

   No, Lawyer F's firm's proposed amendment to trust conditions was never accepted by Lawyer E, and Lawyer E's not doing anything further to obtain return of the money on behalf of his client cannot be seen as "tacit" acceptance of additional trust conditions on his trust conditions, or the acceptance of the breach of trust conditions.

3. As the matter is before the Courts with respect to the guarantors' liability of Client G's brothers, and a Judgment has been issued with respect to the $8,600 applied at taxation, is this a civil matter which is not within the Ethics Committee's jurisdiction to review?

   The Ethics Committee will not tackle the issue of the money for the foregoing reasons, as it is being dealt with as a civil matter. The portion of the issue that is before the Court will not be ruled upon by the Ethics Committee. However, the issues respecting the breach of trust conditions are not before the Courts and are within the scope of the Ethics Committee, and are, therefore, the subject of this ruling.

4. Lawyer E indicates that his client is currently prepared to settle with Lawyer F if Lawyer F is prepared to accept less than his taxation judgment. Lawyer E was prepared to settle the matter and not push the trust condition breach issue prior to this as well. Did these attempts to negotiate about the outstanding amount "waive" any claim of breach of trust conditions?

   Lawyers are free to negotiate on issues such as this. It certainly does not mean that compliance with trust conditions has been "waived".

5. May Lawyer F maintain a solicitors' lien over the files even though he did not comply with the original trust conditions which indicated that the file should have been sent to Lawyer E's office.

   No, Lawyer F is still under trust conditions to forward the file.

6. What should the Complaints Officer do with the large box of Lawyer F's firm files in her office?

   The Complaints Officer should forward the files to Lawyer E because that is what Lawyer F ought to have done upon accepting the money.

Chapter V – "Impartiality and Conflict of Interest Between Clients" – Acting Against a Former Client – April 2002

Facts:

Client H complained that Lawyer J drafted an agreement between his company, Corporation H and a company named Corporation K. Client H indicated that Lawyer J was his lawyer on other matters prior to the date of the 2000 contract, and that he left a $5,000 retainer with Lawyer J for any future problems. Client H was served with a Statement of Claim early in 2002 by Corporation K and contacted Lawyer J to defend that matter. Lawyer J indicated that he was in a conflict of interest and was unable to represent Client H as he had been working for Corporation K on a litigation matter since 1995.

With respect to the conflict of interest issue, Lawyer J indicated that he acted for Corporation K on a matter separate from the Agreement with Client H, and had received instructions in March 1995 with respect to the separate litigation with another contractor. The Corporation K litigation matter was dormant from approximately March 1997 until December 2001 when a new lawyer began representing the opposing side. Client H attended with Lawyer J regarding the Statement of Claim served by Corporation K on or about January 16th, 2002. At that time, Lawyer J explained to Client H that he was unable to deal with the current litigation matter involving Client H as he was already representing Corporation K on another litigation matter. Lawyer J clarified that he acted only for Client H and his company in drafting the agreement in 2000, and received no instructions from Corporation K nor provided them any advice on that particular matter.

Client H was of the belief that Lawyer J drafted up the agreement in 2000 on behalf of both parties unbeknownst to him. Client H also complained that Lawyer J indicated that the $5,000 retainer already went towards Client H's prior bills.

Ruling:

Lawyer J was not in a conflict of interest when he prepared the 2000 agreement for Client H at the outset. Lawyer J is now in a conflict of interest, and cannot act at all on the new litigation as he acts on current litigation involving Corporation K on their behalf and cannot act against them. Lawyer J was right to refuse to act for Client H to defend this matter.

Chapter V – "Impartiality and Conflict of Interest Between Clients" – Conflict of Interest – Municipal Counsel – April 2002

Facts:

Client L was involved in an ongoing dispute with Municipality M about the lease and sale of a piece of property. Client L complained that Municipality M's counsel acted on behalf of Municipality M's Department N as well as the Municipality's Department O. Client L expressed concerns that Department O and Department N were using their statutory powers inappropriately with respect to the disputed property lease, and that Municipality M's counsel was thus drawn into a conflict of interest with respect to those matters.

Ruling:

The Ethics Committee was of the opinion that it is the lawyer's duty to advise clients and not to "direct" the client. The client is ultimately the one who decides what to do based on the advice of the lawyer. Municipality M's counsel is not in a conflict of interest by virtue of advising two different Municipal Departments.

Ethics Rulings – May 2002 Convocation

Chapter XVI " Responsibility to Lawyers Individually" – Contacting Another Lawyer's Client – May 2002

The Ethics Committee considered and synthesized its numerous previous rulings on this issue.

In a situation where a new lawyer is acting for a client, a former lawyer to whom the client owes an account should proceed as follows:

1. The former lawyer should contact the new lawyer and ask whether the new lawyer is acting for the client in respect of the debt.
2. If the new lawyer is acting for the client in respect of the debt, the former lawyer may ask the new lawyer for consent to contact the client.
3. If consent to contact the client is not given, the former lawyer must deal only with the new lawyer. This includes sending account reminders only to the new lawyer, and instructing any collection agent to only contact the new lawyer.
4. If consent to contact the client is given, or if the new lawyer advises that the new lawyer is not acting for the client with respect to the account, the former lawyer may contact the client directly solely with respect to the collection of the account.

The Committee wished to emphasize that the mischief sought to be avoided is the former lawyer speaking to the client about the merits of the client's matter, about the reasons for the client leaving, or to induce the client to return (including offers to reduce or otherwise compromise the account with the purpose of inducing the client to return). This type of contact would be unethical.

If the former lawyer sells and assigns the account to a collection agent, so that the debt is no longer owned by the former lawyer, the Society cannot restrict the activities of the collection agent. However, the restrictions on contact by the former lawyer continue.

Chapter XV – "Responsibility to the Profession Generally" – Unprofessional Letter – May 2002

Facts:

Lawyer C requested the Ethics Committee review correspondence she received from Lawyer D. Lawyer C's concerns with Lawyer D's letter extended not to Lawyer D personally, but rather to the new collaborative law process. Lawyer D's letter stated in part,

> *"My client wishes to resolve the issues between herself and her husband by way of interest based (collaborative) negotiation.*
>
> *This is a form of process for which the lawyers receive considerable training.*
>
> *It is my understanding that your client would also like to pursue this process. I do not believe that you have received the training. Is there*

anyone in your firm who has, who you would be prepared to refer to? Or is there another solicitor who you might be prepared to recommend."

Lawyer C indicated that she believed that she was a settlement-oriented lawyer who had not had to conduct a family law trial for more than ten years. She indicated that she believed the concept of collaborative law was desirable, but the counsel who have not taken the training prescribed by the Collaborative Lawyers "Inc." are effectively excluded. She found Lawyer D's correspondence confirmed her concerns that the Collaborative Lawyers "Inc." may attempt to direct clients to seek select counsel. Lawyer C indicated that she is concerned that the Collaborative Lawyers "Inc." is proceeding toward the development of an exclusive "club" or organization, and that a yearly membership fee would be imposed on all lawyers who seek to practice collaborative law in order to be a member of "Inc." Lawyer C points out that we all pay fees to the Law Society annually to practice law. Lawyer D's letter caused her concern in that if a lawyer did not attend the training and become a member of Collaborative Lawyers "Inc." their ability to practice family law would be undermined.

Lawyer D was asked to respond to Lawyer C's concerns, as well, representatives of the Collaborative Lawyers "Inc." were asked to provide their comments. Lawyer D's letter qualified that he had no doubt in his mind that his ethical obligation was to treat Lawyer C as her client's counsel. Lawyer D was prepared to meet with Lawyer C and her client upon receipt of some financial information. Lawyer D was very positive about the collaborative law concept and stated that "I also hope that the Law Society will continue to encourage the development of this process in the interest of its members and the interest of the public." These comments were also echoed by the Collaborative Lawyers "Inc." representatives.

Ruling:

The Ethics Committee stated that it is supportive of the concept of practicing law in a collaborative fashion. In light of the collaborative law concept being new to the profession in Saskatchewan, the Committee does not wish to sanction Lawyer D, but does wish to comment that his letter to Lawyer C raises concerns that must be dealt with. The Committee plans to review the matter with primary cognizance to the basic tenets of the profession:

1. a member must not denigrate the skills and abilities of another member,
2. a member is not to hold themselves out as a specialist,
3. a member cannot refuse to act opposite another member,
4. the client should have freedom of choice to select a lawyer,
5. a member should not try to influence the opposing client's choice of lawyer.

A Committee of Benchers will invite representatives of the Collaborative Lawyers "Inc." group to meet to ascertain how best to deal with issues of concern which arise with respect to the new process, in the best interests of the public and of the members in the province.

Chapter V – "Impartiality and Conflict of Interest Between Clients" – Conflict of Interest – Municipal Counsel – May 2002

This matter was reviewed by the Ethics Committee during its meeting of May 30th, 2002, having previously been before the Ethics Committee in April 2002. The lawyer for Client L wrote to ask the Ethics Committee to reconsider the matter on the basis of the question, "Is it appropriate for a Municipality M's counsel to only prosecute a company when it is possible to prosecute the Municipality as well?"

Ruling:

The Ethics Committee saw nothing in what Municipality M's counsel had done that was an inappropriate exercise of prosecutorial discretion. The company certainly had remedies such as:

1. Instituting a private prosecution, or
2. Using this in defence of the prosecution at hand if they are suggesting an inappropriate exercise of prosecutorial discretion.

The Ethics Committee saw nothing unethical about the Municipality M's counsel's decision, or exercise of his discretion. The Committee did not see this as a conflict question but rather a question of prosecutorial discretion, and the Company's problem with the way it was exercised. The Committee emphasized that there are legal remedies through the Courts.

Chapter XIX – "Avoiding Questionable Conduct" Depositing an Unendorsed Client Cheque to Trust Account and Paying Own Fees – May 2002

Facts:

Client C complained about Lawyer D March 5th, 2002. Client C complained about Lawyer D's fees, and as well, complained that Lawyer D took a cheque which was made out to Client C by the Court of Queen's Bench, and cashed this cheque without his endorsement.

The cheque, in the amount of $6,181.93, represented garnisheed monies belonging to Client C paid back into Court as a result of the opposing party filing a Notice of Abandonment of Appeal. Lawyer D obtained the cheque from the Court of Queen's Bench Registrar's Office, deposited this unendorsed cheque to his trust account, and paid the entire amount towards his fees (which were outstanding in the amount of $8,695.03).

The issue the Ethics Committee considered was:

Was Lawyer D in breach of *The Code of Professional Conduct* and/or acting unethically by deliberately depositing an unendorsed third party cheque made out to a client into his trust account in order that he may apply the funds to his outstanding account?

Ruling:

The Ethics Committee was of the opinion that Lawyer D's actions in this matter were wrong and his was not the appropriate choice of conduct in the circumstances. Lawyer D should have asked the client to endorse the Court of Queen's Bench cheque issued in the client's name, or alternatively, if the client refused to endorse the cheque, Lawyer D could have maintained a solicitor's lien on the file and the cheque.

The client in the circumstances has civil remedies. The Committee, in the specific circumstances, is not prepared to rule that the member must pay back the monies. As well, in the particular circumstances, the Committee is not referring the matter to discipline.

Chapter VIII – "Preservation of Clients' Property"– Access to Former Joint Client File – May 2002

The question for the Committee was whether one of two prior joint clients could refuse to allow the other joint client access to the joint file, now that they were no longer in agreement. In this situation, husband and wife both had access to a common file for purposes of litigation. Lawyer F retained the file. The question arose whether or not one client or the other could obtain the file from Lawyer F and/or deny access to the file to the other.

Ruling:

Without the consent of both parties, the file cannot be turned over or released in total or piecemeal to either of the parties. It is appropriate that both parties and their counsel have access to the file for purposes of review in the ongoing litigation, and subject to payment to photocopy parts of the file which would remain under Lawyer F's control.

Chapter XI – "Fees" – Service Charge for Credit Card Payments – May 2002

Facts:

Client J complained about his lawyer, Lawyer K, who acted on his behalf in the purchase of his house. Client J was asked to pay cash to close at the outset and Client J asked an assistant at the Lawyer K's office if a Visa payment would be acceptable. The assistant indicated this would be fine. Lawyer K met with Client J to go over the house purchase details. Client J used his Visa card to pay the amount of approximately $11,000.00, and at no time was he advised there would be a service charge. Client J received a letter from Lawyer K along with his account statement including a $340.78 Visa service charge. Lawyer K apologized for this charge, however, indicated that Client J would be responsible to pay it. Client J indicated that if had he known that kind of service charge would be imposed, he would have obtained a certified cheque from the bank instead. Lawyer K admitted that this service charge was never brought to Client J's attention, but Lawyer K was not able to reverse the charge to the firm for use of Visa and thus had to charge it to the client. He argued that Client J was a sophisticated businessperson who was likely aware there would be a service charge for the use of the Visa charge. As well, Lawyer K stated that Client J obtained the benefit of Air Mile credits along with the use of his Visa card, and if forced to pay this service charge amount back to Client J, Lawyer K would essentially have completed this transaction for Client J for free.

Ruling:

The Ethics Committee ruled that Lawyer K would have to bear this Visa service charge. If the client was not advised that there would be a Visa service charge, the client did not have the choice to pay the cash to close in a way which would not incur such a service charge, such as obtaining a bank draft. In these circumstances, Lawyer K cannot charge this service charge back to the client.

Chapter XVI – "Undertakings" – Trust Conditions – May 2002

Facts:

A client owing Lawyer N money forwarded a letter and a cheque to Lawyer N, and indicated in the letter that he wished to impose trust conditions on the payment as follows:

> *"I therefore propose the following as settlement rather than a court action. Enclosed you will find my personal cheque in the amount of $272.47 as payment in full of the account to resolve this issue. I send you this in trust, with the condition that if negotiated by yourself within seven days the matter is settled. If not, please return the cheque to me*

and I will wait for your service documents for a court appearance."

Lawyer N cashed the cheque and pursued legal action against the former client for the remainder of his account. Lawyer N took the position that a client had no ability to impose trust conditions upon him, that he did not accept the client's proposal and that he was justified in applying the amount towards his outstanding account and continuing to collect the balance. Lawyer N took the position that it was a matter of contract, and no agreement was reached between the parties. Lawyer N allowed that if Client O had endorsed on the back of the cheque "accepted in full settlement" and, in turn, if Lawyer N had then endorsed the signature or deposited the cheque with a deposit stamp below the endorsement, then he would have been bound to accept this in full settlement.

Ruling:

The Committee was not prepared to render a legal opinion on the effect of the endorsements on the cheque.

However, the Committee was prepared to rule on the trust conditions contained in the letter. The Committee was of the opinion that Lawyer N's view that the client had no ability to impose trust conditions was inaccurate, and he misunderstood the application of trust conditions. The important point was not who may impose trust conditions, but who may accept them so as to be ethically bound.

Both clients and lawyers may "impose" trust conditions, (though only lawyers are ethically bound by *The Code of Professional Conduct* not to impose impossible, impractical or manifestly unfair trust conditions). For example, lenders may advance funds to a lawyer acting for them on a transaction in trust on condition that the funds be used only for certain purposes. The lawyer who accepts those funds and acts on them must do so in accordance with those trust conditions.

The Committee notes that Commentary 10 to Chapter XVI of the Code provides, in part:

If the lawyer is unable or unwilling to honour a trust condition imposed by someone else, the subject of the trust condition shall be immediately returned to the person imposing the trust condition unless its terms can be forthwith amended, preferably in writing, on a mutually agreeable basis.

It will be seen that the commentary does not refer to trust conditions imposed only by a lawyer, but by "someone else" and by a "person". By acting on the cheque, Lawyer N was accepting the trust condition as set out in the letter, and as further stated in Commentary 10, *"the lawyer….shall scrupulously honour any trust condition once accepted"*.

Legal Web Cites

By Peta Bates

This column looks at online sources for unemployment insurance legislation and case law.

Employment Insurance Act, S.C. 1996, c. 23

http://laws.justice.gc.ca/en/E-5.6/index.html

Employment Insurance Regulations, SOR/96-332

http://laws.justice.gc.ca/en/E-5.6/SOR-96-332/index.html

The first link listed above takes you to the Employment Insurance Act on the Department of Justice Consolidated Statutes and Regulations web page. To print the entire act, select the "Full Document for Printing" link above the green search box. To look for keywords in the text of the act, type the terms connected by "and" in the green search box and click on the "OK" button. The search retrieves a list of sections which contain your keywords. Search terms are not highlighted in the retrieved documents which makes it difficult to locate them in the text. Use the "Edit – Find" command on your Internet browser to locate the terms in the document.

I find the green keyword search box is more useful for an initial

search through the entire database of federal statutes and regulations when you are trying to locate the legislation which governs your issue. If you already know the relevant statute it is easier to open the full document for printing and search the text of the statute using your browser's "Edit – Find" command.

At the bottom of the web page for the Employment Insurance Act are links to all the regulations associated with the Act and the "Coming into Force" information for the Act.

Human Resources Development Canada. Digest of Benefit Entitlement Principles

http://www.hrdc-drhc.gc.ca/ae-ei/loi-law/guide-digest/table_of_contents_e.shtml

The Digest outlines the principles which are used by Human Resources Development Canada (HRDC) to make decisions about granting or denying benefits under unemployment insurance legislation. Footnotes for each chapter contain hyperlinks to the relevant sections of the Employment Insurance Act or Regulations. Reference is made to CUB's (decisions of the Umpire, or Canadian Umpire Benefits). Hyperlinks to these decisions will be provided in a future update to the Digest. In the meantime they are available at the following web site.

Canadian Umpire Benefits Decisions (CUB's)

http://www.ei-ae.gc.ca/easyk/search.asp

CUB's are part of a database of 9,000 unemployment insurance decisions from HRDC, the Office of the Umpire, the Federal Court of Appeal and the Supreme Court of Canada. You can search one or all of these sources by checking the appropriate boxes. The search syntax uses the symbols "&" for AND, " | " for OR and " * " for truncation of endings. Further help is available by selecting the "how it works" link. The CUB number can be used as a search term.

There are links from this site to the web sites of the Board of Referees and the Office of the Umpire.

Office of the Umpire. Judicial Interpretations

http://www.ei-ae.gc.ca/umpire/Uhome_e.shtml

On the Office of the Umpire web site is a compendium of judicial interpretations of unemployment insurance legislation decided by the Federal Court of Appeal and the Supreme Court of Canada. The subject index provides access to each topic where the principles are discussed and the full text of the relevant statute section and cited cases are available by hyperlinks.

Human Resources Development Canada. Employment Insurance Online

http://www.hrdc-drhc.gc.ca/ae-ei/employment_insurance.shtml

This is the Canadian government web site which explains employment insurance to the public. It offers instructions on how to apply for employment insurance, the types of benefits available and how to appeal a decision to the Board of Referees and then to the Umpire.

HRDC. Saskatchewan Office

http://www.sk.hrdc-drhc.gc.ca/common/home.shtml

Residents of Saskatoon, Melfort, North Battleford, La Ronge and Prince Albert can use the online form on the Saskatchewan page of the HRDC web site to apply for unemployment insurance online.

Impact of Copyright Decision

After the Federal Court of Appeal decision on copyright, the library will be changing its procedures when research or photocopy requests are received in order to comply with the Court's ruling on fair dealing. The Court stated that merely posting a notice disclaiming responsibility for any infringing copies made by users or by library staff on behalf of others is insufficient. The Court also stated that the library could not guarantee the legitimacy of the motives and dealings of all patrons in every copying instance, and that the library must be more diligent in making sure the patron is aware of potential violations in copyright. In order to claim that any copying done at the library is fair dealing under the Copyright Act, the library must be able to prove that the copying done by clients or requested by clients is for purposes that comply with fair dealing. Therefore, there are changes to our procedures and record keeping noted below.

Itemized below are the requirements for the library to comply with copyright laws. These are summarized only and do not form a legal opinion. The following requirements to comply with copyright laws existed before the Federal Court of Appeal ruling:

1. Exemptions apply to non-profit institutions and the collection is open to the public.
2. Exemptions allow a patron or the library staff to copy on behalf of another under fair dealing provisions permitting research or private study. The interpretation of "research" can

include arguing cases in court as well as preparing opinions, briefs and factums. "Private study" as defined by Fox in *Canadian Law of Copyright and Industrial Design*, 3rd ed., p. 552 means "a form of study which is personal to the person undertaking it". Therefore private study groups and distributing copies of cases by law professors to students are not considered private study. However, an articling student requesting a copy for his or her own learning is considered private study and therefore fair dealing.

3. Exemptions permit a patron or library staff to make a photocopy or fax copy of an article under fair dealing provisions (exception: does not apply to works of fiction, poetry or dramatic or musical work).
4. The person requesting the copy must satisfy the library that the copy will not be used for purposes other than those under fair dealing and the library provides a single copy only. The copy must be stamped stating the copyright provisions.
5. Copies made under fair dealing must not be in digital form and intermediate copies must be destroyed once given to the patron.
6. The library must keep detailed records on copies made by the library. The information includes the name of the library making the copy, the date of the request, and sufficient information to identify the item being copied. These records are subject to inspection by owners of copyrighted works and copyright collectives.
7. A warning sign must be posted by the photocopy machine. This exemption applies only where the library has an agreement with a copyright collective. It may apply if negotiations with a collective have begun.

The Court was not convinced that the library could comply with exemptions 2, 3, and 4 when a stand-alone copier was available on the premises. Therefore additional forms and record keeping are required. These include:

1. *The Notice*
   A notice must be given to patrons attempting to make copies. The content of the notice is to inform patrons about improper copying and fair dealing. It states that the library staff may deny copying if copyright laws will be violated. The notices will be made available at the photocopiers and an additional sign will be posted containing the notice.

   This notice will also appear on the website in a printable format. A copy is included in this mailing of the Benchers' Digest.
2. *Confirm the purpose of the copies being requested*
   When you call the library to ask for copies or if you call for help with your legal research, library staff will ask you for what purpose you will be using the copies requested. Permitted are copies for 1) research, review, criticism, private study, and 2) court, tribunal or government proceedings. A response that is not prompted is more acceptable than a prompted response.
3. *The Declaration*
   Each patron must sign a declaration before any copying can be performed. The declaration states that the patron has read the notice and agrees to comply with copyright laws. For self-serve copying, we will provide copies of a declaration to be signed by the person needing the copies. How the library will handle telephone and email requests by members has not yet been determined with respect to the declaration. The library committee will review the procedures at the September meeting. The Law Society of Upper Canada requires a copy signed and faxed to them before any copying is done.
   This would also mean that runners should bring a copy of the signed declaration with them if sent to photocopy on behalf of a lawyer in the firm.

   A copy of each type of declaration is included in this mailing of the Benchers' Digest.

We would like to thank the Law Society of Upper Canada for sharing the information they have received through legal counsel to ensure that they are complying with the Court's ruling on fair dealing. Our procedures are very similar to the Great Library's procedures at the Law Society of Upper Canada. Even though we were not directly involved in the lawsuit, the outcome of this decision directly affects the library and our services. We are committed to continuing to provide a quality service while complying with the Court's ruling as well. The website address for a copy of the Federal Court of Appeal decision is located at the end of the digest in this issue, which was kindly supplied by the Law Society of Upper Canada Library.

The National Copyright Committee of the Federation of Law Societies will be discussing the impact and implications of the Court's decision at its meeting in August 2002. The Federation's Committee began negotiations with CanCopy a number of years ago and negotiations were postponed due to the pending litigation. The copyright information on the Federation's website is still very useful for members. (See http://www.flsc.ca under Committees, then National Copyright Committee). In light of the recent court ruling combined with the fact that the appeal period to the Supreme Court of Canada has yet to expire (at the time of this writing), it may be premature to enter into any agreements with a copyright collective.

Long-awaited Copyright Decision Released

The Federal Court of Appeal has ruled on a number of key copyright issues arising in a long-standing dispute between the Law Society of Upper Canada and three Canadian legal publishers. The publishers were successful in asserting copyright in the particular works in issue and in establishing that the Law Society's custom photocopying service prima facie infringes the publishers' copyright. However, the court refused to grant a permanent injunction against the Law Society, recognizing that the "fair dealing" exemption under the *Copyright Act* can apply when the Law Society provides copies of requested legal materials for research or private study.

CCH Canadian Ltd., Thomson Canada Ltd. and Canada Law Book Inc. ("the publishers") produce legal materials in Canada. The Law Society of Upper Canada ("the Law Society") is a statutory non-profit corporation that governs the legal profession in Ontario. As part of its mandate, the Law Society operates the Great Library, which has one of the largest collections of legal materials in Canada. Upon request from lawyers, articling students, the judiciary and other authorized researchers, the Law Society will photocopy legal materials from the Great Library's collection for a fee that covers the costs of its custom photocopying service. Library users can pick up photocopies or have them forwarded by mail or facsimile. The Law Society also provides free-standing photocopiers for patrons to operate themselves using coins or prepaid cards. The publishers brought an action against the Law Society for copyright infringement, asserting copyright in 11 items, including reported judicial decisions, headnotes, a case summary and a topical index. The trial judge held that copyright subsists in some of the items but not these particular materials. The trial judge also held that the fair dealing exemption under the *Copyright Act* was to be strictly construed and the Law Society's copying was not within the ambit of fair dealing. The publishers appealed and the Law Society cross-appealed.

The Federal Court of Appeal allowed the appeal in part and dismissed the cross-appeal. Copyright subsists in the reported judicial decisions, the headnotes, the case summary and the topical index, all being sufficiently "original" to qualify for copyright protection under s. 5 of the *Copyright Act*. The crucial requirement for a finding of originality is that the work be more than a mere copy. However, Anglo-Canadian copyright law does not require "creativity" to establish that a work is not a mere copy. The Law Society's custom photocopying service *prima facie* infringes the publishers' exclusive right under s. 3(1) of the Act to reproduce their works. In transmitting a facsimile of a certain item to a single recipient, the Law Society does not infringe, however, the publishers' sole right under s. 3(1)(f) of the Act to communicate their works to the public by telecommunication. By providing free-standing photocopiers and a vast collection of the publishers' works together in a single environment, and merely posting a notice disclaiming responsibility for any infringing copies made by users, the Law Society implicitly authorizes patrons to reproduce the publishers' works, thereby prima facie infringing the publishers' right to authorize reproductions of their works. The "fair dealing" exemption in s. 29 of the Act, which provides that "fair dealing for the purpose of research or private study does not infringe copyright," need not be strictly construed. "Research" is not qualified by "private" in the Act. Therefore research for a commercial purpose, including legal research carried out for profit by entities such as law firms, is not automatically excluded from the exemption. "Research for the purpose of advising clients, giving opinions, arguing cases, preparing briefs and factums is nonetheless research." The Law Society has no purpose for copying the publishers' works other than to fulfill the purpose of requesters and shares the purposes of individual Great Library patrons. If a patron can make a copy of the publishers' works for himself or herself as fair dealing for an allowable purpose, the Law Society does not infringe copyright if it makes the copy on behalf of that patron. A number of factors should be considered in determining whether a dealing is fair, including the purpose of the dealing, the character of the dealing, the amount of the dealing, alternatives to the dealing, the nature of the work in question and the effect of the dealing on that work. While the Law Society generally acts in good faith and discourages abuses of its custom photocopying service through its "Access to the Law Policy," it cannot guarantee the legitimacy of the motives and dealings of all patrons in every case, nor can it ensure that its service will not be abused. The policy is insufficient to categorically establish fair dealing with respect to every single request. The Law Society cannot rely on the exemption for free-standing photocopiers under s. 30.3 of the Act since there is no evidence that it has entered into an agreement with a collective society as required for this exemption.

This is not an appropriate case to grant the permanent injunction

requested by the publishers. It is impossible to say whether or not each and every one of the publishers' works in the Great Library is an "original" work entitled to copyright protection. It is also impossible to generally deny the application of the fair dealing exemption to the Law Society. Due to the variability of the purposes of Great Library patrons, the court cannot universally determine whether or not the fair dealing exemption will apply to the Law Society in the future. The publishers are entitled to a declaration that copyright subsists in their materials in issue and that the Law Society has infringed copyright in the works that were reproduced.

While the court's 132-page decision provides significant guidance on many aspects of copyright law, the court refused to rule broadly on the Law Society's practices with respect to copyright infringement and the applicability of the fair dealing exemption in the future.

References:

CCH Canadian Ltd. v. Law Society of Upper Canada, 2002 FCA 187, online: Federal Court of Canada <http://decisions.fct-cf.gc.ca/fct/2002/2002fca187.html>. Law Society of Upper Canada, News Release, "Court Ruling Upholds Fair Access to Court Decisions" (May 15, 2002), online: Canada NewsWire <http://www.newswire. ca/releases/May2002/15/c6152. html>. C. Alphonso, "Appeal Court Rules Against Law Society" *The Globe and Mail* (May 15, 2002), p. A11. C. Alphonso & P. Waldie, "Publishers' Licence Bid Gets Boost" *The Globe and Mail* (May 16, 2002), p. B2.

The preceding was reprinted with the permission of the Law Society of Upper Canada Library. This digest can be found on the Law Society of Upper Canada Library's website located under "What's New in Law: Law and Technology" which can be found at http://library.lsuc.on.ca/GL/whats_tech.htm. The digest is dated May 22, 2002.

The Law Society of Saskatchewan Libraries

Rural Computer Training Project

For the first half of 2002, the library has been conducting computer training in communities around Saskatchewan, specifically targeting the rural lawyer population. With the generous support from the Law Foundation, the library staff have been teaching what information is provided on the Law Society's website and how to perform computerized research using the library's databases.

The idea for the training originated at a library committee meeting in the fall of 2000 under Chairman Stuart Eisner. During that brainstorming session, the ideas for the bulk purchasing program for criminal codes, developing a manual of Saskatchewan precedents, and conducting a training program for rural lawyers were formed. The training was deemed necessary since the printed library resources outside of Saskatoon and Regina have always been less than ideal and challenging to use. Rural practitioners have had to turn to the computer for legal information because of the distance to adequate printed resources. To support the library committee's philosophy of desktop access for its members, the library's mandate would include providing primary Saskatchewan legal materials (that is, case law and legislation) to the desktop of its members and providing them with the means to use those materials. Up until this program was launched, the training that the library staff conducted was done on a one-on-one basis in the Saskatoon or Regina libraries, or by telephone.

Twelve locations were selected throughout the province to receive the training. Those locations included Yorkton, Swift Current, Lloydminster, Estevan, Melfort, Meadow Lake, Prince Albert, Humboldt, La Ronge, Battleford, Rosetown and Moose Jaw. The cooperation from the local colleges for renting their computer facilities has been excellent. Attendance has been good, with 81% of those registering actually attending the sessions. Estimating the rural lawyer population at one-third of the total members, we have provided training to 33% of the rural lawyer population.

The library committee decided at the April meeting that the library would continue to conduct the training sessions for rural lawyers by traveling to the centres and using local computer labs. We will continue to offer the training at no charge for the rural practitioners. The Law Foundation funding allowed the library to hire staff to help set up the training by booking the facility, marketing the training, and accepting registrations. Since we will not have the staff to perform these tasks, we are developing a package to send to anyone interested in receiving the training that will provide guidance on what to do. We will need to rely on someone locally to accept registrations and book the computer lab for a minimum of 10 lawyers. Weyburn has already requested training and their training has been tentatively scheduled for the fall 2002.

As part of the training, the library developed a user's manual for the resources on the website. Updates to the manual are being written for release in the fall. The updates will be posted in the members' section in PDF format, along with filing instructions. We will not be maintaining a mailing list of those members who have manuals. Those members who already have manuals will need to print the updates from the website. For those wanting a copy of the manual without attending the training session, the cost of the manual is $20. Orders for manuals received now will be sent in the fall when the updates are complete.

If you are located in Regina or Saskatoon, the library is partnering with SKLESI to conduct full-day training sessions in both locations in December 2002. We will cover more resources than just the Law Society's website in this training.

The training that you will receive from the library should be good grounding for computer searching on other systems, but it does not mean that you will not need specific training on those other resources. The key to using an online system effectively is to understand how the databases are organized, how the data is structured, and the search commands of that system. Having said that, just when you think you have a grasp of what's on the website, the library will be loading two new services this summer and possibly one more database of our own. The new services are more complex to use and will require additional training. We will incorporate this into our training and manual as much as possible. As in law, the materials are always changing, and therefore the training must reflect those changes.

Change of Hours for Public Access to the Libraries

Effective September 18, the libraries in Regina and Saskatoon will be changing the hours we are open to the public. For security reasons, our hours will be 9:00 am to 12:00 noon, 1:00 to 4:00 pm. for *members of the public*. The hours for members of the Law Society and other primary clientele will remain the same. However, the door will be locked at noon and at 4:00 pm. The public users will be asked to leave at those times. Members of the Law Society may wish to carry keys to the library so they can still enter. Library staff will remain on duty until 5:00 pm.

Proposed Change in Billing Practices

For over two years, the library has been issuing monthly invoices for library services such as computer searches, photocopying, interlibrary loans, and printing. To further reduce the administration, we are proposing to switch to quarterly billing starting in 2003. The library staff will still be able to provide you with the cost of the computer search or other service at the time of providing the service. We want to cumulate those charges for three months and issue invoices four times a year. This should reduce the paperwork for the law firms.

The library also prepares receipts for all payments. Receipts will be issued to your firm upon request. Otherwise receipts will be kept on the library's files.

Please contact Susan Baer at 569-8020, toll-free at 1-877-989-4999, or sbaer@lawsociety.sk.ca if changing to a quarterly billing system will be a hardship for your firm.

Martin's Criminal Code Bulk Purchase Program

We have placed the order for the 2003 *Martin's Criminal Code* for those firms registered with the library's subscription. The Codes will be issued in the fall. The approximate cost of the Codes this year is $67, which is a savings of $13 over the single copy price. The price does not include shipping and handling. We may be able to squeeze in a few last minute orders. Please contact Alice Lalonde at 569-8020, toll-free at 1-877-989-4999, or alalonde@lawsociety.sk.ca to order your Code through the library's bulk purchasing plan.

Equity Ombudsperson

It is our pleasure to introduce Norma Farkvam, the Equity Ombudsperson of the Law Society of Saskatchewan. As Equity Ombudsperson, Norma will provide neutral and confidential assistance to lawyers, articling students and support staff working for legal employers who ask for help in resolving complaints of discrimination or harassment. Norma may be contacted at: Box 22012,RPO Wildwood, Saskatoon, S7H 5P1. She can also be reached at (306) 242-4885 or toll free throughout Saskatchewan at (866) 444-4885.