|  |  |
| --- | --- |
| **Chapter 1:**  | Regulating the Legal Professions |
| **Chapter 2:**  | Professionalism |
| **Chapter 3:****Chapter 4:****Chapter 5:****Chapter 6:****Chapter 7:** **Chapter 8:****Chapter 9:****Chapter 10:****Chapter 11:****Chapter 12:****Chapter 13:** | Who is the ClientCompetenceConfidentialityConflicts of InterestDuty to the ClientFees and DisbursementsManaging the Client RelationshipWithdrawal from RepresentationDuty to OthersAdvocacyPractice management |
| **Chapter 14** | Accounting, bank accounts, and bookkeeping |

|  |
| --- |
| **Letter Starts At** |
| **#** | 1 |
| **A** | 1 |
| **B** | 4 |
| **C** | 5 |
| **D** | 20 |
| **E** | 28 |
| **F** | 29 |
| **G** | 33 |
| **H** | 33 |
| **I** | 34 |
| **J** | 36 |
| **K** | 38 |
| **L** | 38 |
| **M** | 42 |
| **N** | 46 |
| **O** | 47 |
| **P** | 49 |
| **Q** | 54 |
| **R** | 55 |
| **S** | 60 |
| **T** | 63 |
| **U** | 69 |
| **V** | 70 |
| **W** | 71 |
| **X** | - |
| **Y** | - |
| **Z** | - |

|  |  |  |
| --- | --- | --- |
| **Term** | **Rule/** **By-Law** | **Page** |
| **#** |  |  |
| 19(1) Constitution Act - French- Language rights- inform client | r. 3.2-2A -3.2-2B  | 40-b-7 |
| **A** |  |  |
| Abandonment of law practice - misconduct - report to LSUC | r. 7.1-3 | 61-b-11 |
| Abuse of Process - Lawyer shall not abuse tribunal process  | rr. 3.2-5, 3.2-5.1 and commentary, rr. 5.1-2(a) and (n) | 68-c/d-12 |
| Abuse of Tribunal Process - lawyer’s duties - SEE: Tribunal Process | rr. 3.2-5, 3.2-5.1 and commentary, rr. 5.1-2(a) and (n) | 68-c/d-12 |
| Accepting Retainer - confirmation in writing |   | 50-b/c/d-9 |
| Accounting - 5 types of systems - CHART advantages and disadvantages  |   | 89-b/d-14 |
| Accounting - client and firm funds - Lawyer's Responsibility for maintenance of appropriate books and records | By-Law 9 | 89-a-14 |
| Accounting - computerized systems - must be able to produce hard copies | By-Law 9  | 90-a-14 |
| Accounting - in a law practice |   | 89-a/c-14 |
| Accounting - lawyer may choose to maintain her own books or to delegate tasks |  | 89-a-14 |
| Accounting - types of systems - considerations for choosing  |   | 89-c-14 |
| Accounting Principles - Professional Competence Requirement | By-Law 9 | 89-a-14 |
| Acting - same matter - interests aligned  |   | 10-c/d-3 |
| Acting - same matter - more than one party (see joint retainer) |  rr. 3.4-5 - 3.4-9 | 10-c/d-3 / 11-a-3 |
| Acting against former client - new matter - conflict of interest - yes, where relevant confidential information may prejudice client - unless consent (specific to circumstance) | 3.4-10; 3.4-11; commentaries | 27-d-6 |
| Acting against former client - new matter - conflict of interest - no, where unrelated matter is fresh and independent and confidential information is irrelevant | 3.4-10; 3.4-11; commentaries | 27-d-6 |
| Acting against former client - same or related matter - conflict of interest - unless former client consents | 3.4-10; 3.4-11; commentaries | 27-c-6 |
| Acting against former clients - general | rr. 3.4-10; 3.4-11 | 27-b/c-6  |
| Acting against former clients - New matter - law firm - adequate measures to protect confidential info | rr. 3.4-10; 3.4-11 | 27-d-6 |
| Acting against former clients - New matter - no relevant confidential info - not improper to act | rr. 3.4-10; 3.4-11 | 27-d-6 |
| Acting against former clients - new matter, confidential info relevant, consent required | rr. 3.4-10; 3.4-11 | 27-c/d-6 |
| Acting against former clients - Same or related matter - consent required | rr. 3.4-10; 3.4-11 | 27-c-6 |
| Acting as mediator  | S. 5.7comment | 66-b/c-11 |
| Acting directly adverse to immediate legal interests of current client - cases - *Canadian National Railway Co v McKercher LLP* | 3.4-1; 3.4-3; commentary | 27-a-6 |
| Acting directly adverse to immediate legal interests of current client - conflict of interest - unless client consents | 3.4-1; 3.4-3; commentary | 27-a-6 |
| Acting directly adverse to immediate legal interests of current client - conflict of interest - circumstances arising,* Law partnership
* Space sharing associations
* Separate practices held out as law firm
 | 3.4-1; 3.4-3; commentary | 27-a-6 |
| Acting directly adverse to immediate legal interests of current client - conflict of interest - does not apply - where unreasonable for client to expect firm will not act against client in unrelated matters | 3.4-1; 3.4-3; commentary | 27-b-6 |
| Acting for both - corporation and its immediate constituency (officers, employees, agents - rules for conflict/joint retainer apply | rr. 3.2-3, 3.4-5 - 3.4-9 | 11-c/d-3 |
| Acting for both - Individual lacking capacity and authorized representative  | rr. 3.2-9; 3.4-5 to 3.4-9 | 11-a/b-3 |
| Acting for both - Transferor and Transferee | rr. 3.4-16.7 - 3.4-16.9 | 30-b/c-6 |
| Acting for both - transferor and transferee- *Land Registration and Reform Act* |  | 30-a-6 |
| Adjournment - criminal proceedings - insufficient time to prep or to obtain permission to withdraw | r. 3.7-6 | 57-a-10 |
| Adjournment - Criminal Proceedings - Withdrawal | r. 3.7-4 - 3.7-9 | 56-b/c-10 |
| Administration of Justice - avoiding irresponsible remarks or complaints | rr. 5.6-1, 7.2-1 comment | 66-a-11 |
| Administration of Justice - Duty to* Encourage respect for admin of justice
* Disclose interest being advanced
* Maintain court security
* Remain neutral as mediator
* Preserve impartiality as former judge
 | Chapters 5 and 7 | 65-d-11 |
| Administration of Justice - encourage respect for | rr. 5.6-1, 7.2-1 comment | 66-a-11 |
| Administration of Justice - Prosecutor- Duty | r. 5.1-3comment | 68-b-12 |
| Administration of Justice - securing court facilities  | r. 5.6-3 | 66-b-11 |
| Administrative Change - seeking reform - disclose interest being advanced | r5. 5.6-1 - 5.6-2comment | 66-a/b-11 |
| Administrative Suspension - automatic nature, no hearing | By-laws 5-6.1, 8 | 4-a-1 |
| Administrative Suspension - requirements to lift  |  | 4-c-1 |
| Admission- client - duties | r. 5.1-1 comment | 68-b-12 |
| Advancement of the legal profession - professionalism - uphold standards and advance goals | r. 2.1-2 and commentary | 5-c-2 |
| Adverse effect discrimination | r. 6.3.1-1 (comment 11) | 6-b-2 |
| Adverse effects discrimination - duty to accommodate | r. 6.3.1-1 (comments 11-12) | 6-b-2 |
| Advertising  | r. 4.2-2; r. 4.3-1 and comment By-Law15 | 76-a/b-13 |
| Advertising - fees - requirements | r. 4.3-1 and commentaryBy-Law 15 | 76-a/b-13 |
| Advertising - investment opportunities to client - Restrictions re mortgages | rr. 3.4-34 -3.4-34.3 | 33-a-6 |
| Advertising - lawyer not a certified specialist - not permitted to mislead | By-Law 15, s. 20(2) | 76-b-13 |
| Advertising - nature of practice - not misleading | r. 4.3-1By-Law 15 | 76-b-13 |
| Advertising - use of technology to advertise |   | 81-b/c-13 |
| Advice - Client does not follow - Confirm in writing / determine if withdrawal necessary | r. 3.7-2 comment | 52-a-9 |
| Advice - Conveyancing | rr. 3.2-9.4; 3..2-9.7 | 39-c/d-7 |
| Advice - Duty - SEE Quality of Service |  | 37-c/d-7 |
| Advice - Title Insurance | rr. 3.2-9.4 - 3.2-9.7, comment | 39-c/d-7 |
| Advise of errors and omissions - duty to  | s. 7.8 | 62-b-11 |
| Advocacy - Defence Counsel - Client admissions | r. 5.1-1 comment | 68-b-12 |
| Advocacy - Developing theory of the case - SEE THEORY OF THE CASE |  | 67-b/c/d-12 |
| Advocacy - duties - balance duty to client with duty to tribunal and admin of justice |  | 67-a-12 |
| Advocacy - Duty* raise every issue/argument, however distasteful
* seek every remedy and defence available
* never waive rights without client consent
* discourage frivolous or vexatious objections
* not take advantage of mistakes unrelated to merits of case
* avoid strategies of delay
* Conceal, destroy, or alter incriminating physical evidence
 | rr. 5.1-1, 5.1-3, 5.1-4, 5.1-5, 5.1-6 and commentary | 67-d-12 / 68-a-12 |
| Advocacy - duty - applies to all proceedings (formal and informal) |   | 67-a-12 |
| Advocacy - Limitations - Tribunal process - SEE: Tribunal Process |  | 68-c-12 |
| Advocacy - Prosecutor - Duties | r. 5.1-3comment | 68-b-12 |
| Advocacy - Restrictions | rr. 5.1-15.1-2 | 68-c-12 |
| Affiliation - conflict check | rr. 3.4-11.1 - 3.4-11.3; 3.4-16.1 | 33-d-6 |
| Affiliation - Conflict of interest - disclosure requirements—special disclosure obligations | rr. 3.4-11.1 - 3.4-11.3; 3.4-16.1 | 33-d-6; 34-a-6 |
| Affiliation - consent required - written consent | rr. 3.4-11.1 - 3.4-11.3; 3.4-16.1 | 34-a-6 |
| Affiliation - Definition | r. 1.1-1 | 33-b/c-6 |
| Affiliation - delegation not allowed unless client consent |   | 84-c-13 |
| Affiliation - permitted structure | By-Law 7 | 75-b/c-13 |
| Affiliation- different than partnership- exceptions for non-licensees | r. 3.6-8 and comment | 46-c/d-8 |
| Agent - lawyer as |   | 37-b-7 |
| Agent - Verification of Identity - if client outside Canada - must agree to specific procedures  | By-Law 7.1, Part III-s.23(11) (b) | 13-c-3 |
| Agent- title insurance- lawyer- no kickbacks  | r. 3.2-9.5 | 39-d-7 |
| Alcohol - May not appear under the influence in Tribunal | r. 5.1-2(p) | 69-d-12 |
| Alternative Dispute Resolution - follow client instructions  | r. 3.2-4 | 38-a-7 |
| Alternative Dispute Resolution - LSUC complaints - Professional conduct |  | 3-b-1 |
| Appeal Panel - Complaints |   | 3-c-1 |
| Appearance of impropriety - duty of professionalism |  | 5-b-2 |
| Appellant judges- practice restrictions  | S. 7.7 | 66-d-11 |
| Appropriation of funds - SEE: Trust Account | r. 3.6-10;By-law 9 - part IV | 45-d-846-a-8 |
| Areas of Competence - 6 | rr. 3.1-1 - 3.1-2; 3.7-7 | 15-b-4 |
| Arguments - advance every | r. 5.1-1comment | 67-d-12 |
| Articling student - transfers between law firms | rr. 3.4-17 - 3.4-23comment | 31-a-6 |
| Articling students - principal’s responsibility |  By-Law 7.1 Part I ; r. 6.2-2 | 83-c/d-13 |
| Assessment of account - right to | r. 3.6-3 | 45-c-8 |
| Assessment of Fees - Client’s right under Solicitor’s Act | r. 3.6-3 | 45-c-8 |
| Association, partnership or trust - verification | By-Law 7.1, Part III-23 | 13-b-3 |
| Attestation - verify ID within Canada | By-Law 7.1, Part III-s.23(9)-14 | 13-c-3 |
| Authority of LSUC - submit to - duties that flow from |  | 59-a-11 |
| Authorization - Client authority to disclose confidential info | r. 3.3-1 | 20-a/b-5 |
| Authorization - Disclosure of lawyer misconduct - Client authorization required, but duty to report still exists | r. 7.1-3, comment | 22-d-5; 23-a-5 |
| Authorization - instructions - Third Parties |   | 11-b-3 |
| Authorized representative - app’t for Disabled Client - special advising obligations | r. 3.2-9 | 38-d-7 |
| Authorized Representative - who is the client - potential joint client | r. 3.2-9 | 11-a/b-3 |
| Availability of Legal Services - offered so that efficient & convenient for the public  | By-Law 7 s. 4.1 | 75-c/d-13 |
| Award of Costs - requirement for judicial approval where fee is on contingency basis  |  | 47-b-8 |
| **B** |  |  |
| Bail - Lawyer as surety etc - Conflict of interest | rr. 3.4-40 - 3.4-41 | 34-c/d-6 |
| Bank Accounts - General Accounts |   | 90-b/c/d-14 / 91-a-14 |
| Bank Accounts - general and trust |   | 90-a-14 |
| Bank Accounts - general and trusts - not required to open at same institution, but recommended |  | 92-b-14 |
| Bank Accounts - no mixing firm funds with client funds |   | 90-a-14 |
| Bank Accounts - Trust Accounts  | r. 3.2 -7.3; By-Law 9  | 91-b-14 |
| Be alert to vulnerabilities—Duress or undue influence  |  | 38-d-7;39-a-7 |
| Beginning of engagement - Engagement letter - Contents |   | 50-b/c/d-9 |
| Best Practice - Witnesses giving testimony - Communication - Avoid | r. 5.4-2 | 72-c-12 |
| Best Practice- provide in writing, information re fees, disbursements and interests |  | 43-a-8 |
| Billing - bill at regular intervals |   | 90-c-14 |
| Billing - Fee types |  | 43-d-8 |
| Billing method - written confirmation  | r. 3.6-1.1 comment  | 45-a/b-8 |
| Binding authorities - Lawyer must not deliberately avoid informing tribunal  | r. 5.1-2(i) | 69-a-12 |
| Block fees - aka fixed or flat fees  |  | 43-d-8 |
| Bookkeeping - May be delegated |  | 97-b-14 |
| Borrower & lender - conflict of interest; - exceptions - may act for both  | rr. 3.4-12 - 3.4-16 | 29-b/c-6 |
| Borrower & lender - Joint Retainer - disclosure before | r. 3.4-15 | 29-c/d-6 |
| Borrowing from clients - Conflict of interest | r. 3.4-31 | 32-b/c-6 |
| Borrowing from clients - exceptions  | r. 3.4-31 | 32-b/c-6 |
| Borrowing from clients - Exceptions to Conflict rules prohibiting borrowing -related person (spouse etc) or lending institution | r. 3.4-31 | 32-b/c-6 |
| Business Contract Relationship - lawyer & client |   | 37-b-7 |
| Business venture with clients - Guarantee required - when is it okay | rr. 3.4-35 - 3.4-36 | 33-b-6 |
| Business with client - Payment for legal services - in shares etc - Independent Legal advice recommended but not required | r. 3.4-30 | 32-b-6 |
| Business with Clients  | rr. 3.4-28 - 3.4-36 | 31-d-6 |
| By-Law 6.1 - professional development requirements | By-Law 6.1 | 17-a-4; |
| By-Law 7.1 - delegation of work to non-lawyer employees | By-Law 7.1, Part I | 84-b/c-13 |
| By-Law 7.1 - ID and verify client | By-Law 7.1, Part III, s. 23 | 12-a/b-3 |
| By-Law 7.1 - obtaining client information | By-Law 7.1, Part III, s. 23 | 9-b-3 |
| By-Law 8 - financial reporting requirements, annual | By-Law 8  | 83-c-13 |
| By-Law 9 - client money- trust funds- minimum record keeping requirements  | By-Law 9, Part V | 41-c-7 |
| By-Law 9 - client property  | By-Law 9  | 40-c/d-7 |
| By-Law 9 - Lawyer permitted to withdraw from trust account - circumstances | By-Law 9 | 45-d-8 |
| By-Law 9 - maintaining accurate accounting records | By-Law 9 | 83-c-13 |
| By-Law 9 - where licence suspected or restricted - obligations if holding client money in trust  | By-Law 9 | 60-b-11 |
| **C** |  |  |
| Capacity - authorized representatives if client does not have capacity - who is client - potential joint client | r. 3.2-9 | 11-a/b-3 |
| Capacity, diminished - Special advising obligations  | r. 3.2-9 | 38-d-7 |
| Cash - Definition | By-Law 9, Part III | 95-b-14 |
| Cash Payments from/on behalf of Clients - Restrictions - refunding cash to clients | By-Law 9, Part III | 95-b/c/d-14 / 96-a-14 |
| Cell phones - discussion of client info (don’t use in public!) | r. 3.3-1 comment | 23-c-5 |
| Certified Specialist - advertising | r. 4.3-1,By-Law 15 | 76-b-13 |
| Challenging lawyer-client relationships |  | 52-c/d-9 /53-a-9 |
| Change in scope of representation - new retainer |   | 51-a-9 |
| Chapter 1 - Citation and Interpretation  |  | 2-b-1 |
| Chapter 2 - Integrity |  | 2-b-1 |
| Chapter 3 - Relationship to Clients  |  | 2-b/c-1 |
| Chapter 4 - Practice of Law  |   | 2-c-1 |
| Chapter 5 - Relationship to Administration of Justice  |   | 2-c-1 |
| Chapter 6 - Relationship to Students, Employees and Others  |   | 2-d-1 |
| Chapter 7 - Relationship to the Society and Other Lawyers |   | 2-d-1 |
| Charges & convictions - SEE Criminal Charges & Convictions | r. 7.1-4.4; andBy-law 8, s.2 | 61-d-11 /62-a/b-11 |
| Charging Order - Fees - Securing Payment- Solicitors Act 34  | *Solicitors Act* s34; r. 3.4-29 | 47-c/d-8 |
| Chart - Sympathetic vs Un-sympathetic - obligations | r. 5.4-2 | **Chart**, p. 72-73 |
| Citation and Interpretation - Chapter 1 of Rules |  | 2-b-1 |
| Civility, Integrity, honour - duty of professionalism | r. 2.1-1 | 5-a/b-2 |
| Clearance Period - Definition |  | 96-c-14 |
| Client - Additional duties upon relationship |   | 9-c/d-3 |
| Client - Authorization to disclose confidential info | r. 3.3-1 | 20-a/b-5 |
| Client - Authorized Representative - who is the client - potential joint client | r. 3.2-9 | 11-a/b-3 |
| Client - beginning of relationship and duties | r. 1.1-1 | 9-c/d-3 / 10-a-3 |
| Client - communication | rr. 3.1-1 - 3.1-2, comment; r. 3.7-7 | 16-b/c-4 |
| Client - Conflict of Interest* Recognition of,
* Definition of,
* Avoidance of
 | rr. 1.1-1, 3.4-1, comment | 25-a/b/c/d-625-a/b-625-c-625-d-6 |
| Client - conflict of interest - opposing parties - cannot represent opposing parties | 3.4-1; 3.4-3; commentary | 26-d-6 |
| Client - conflict of interest - SEE ACTING DIRECTLY ADVERSE TO IMMEDIATE LEGAL INTERESTS OF CURRENT CLIENT | 3.4-1; 3.4-3; commentary | 27-a/b-6 |
| Client - Corporation - aka: organization | rr. 3.2-3 | 11-c-3 |
| Client - Definition | r. 1.1-1 | 9-c-3 |
| Client - Determining Who is the client- can vary depending on context |  | 9-a/b-3 |
| Client - Determining Who is the client- importance of |  | 9-a-3 |
| Client - Diminished capacity - Special advising obligations | r. 3.2-9 | 38-d-7 |
| Client - Dishonesty, fraud etc, by | rr. 3.2-7, 3.2-8 | 38-b/c-7 |
| Client - Doing business with | rr. 3.4-28 - 3.4-36 | 31-d-6 |
| Client - duty of loyalty - opposing parties - cannot represent opposing parties | 3.4-1; 3.4-3; commentary | 26-d-6 |
| Client - Firm clients (other clients of the law firm) | r. 1.1-1 | 10-b-3 |
| Client - French - official language rights  | rr. 3.2-2A-2B | 40-b-7 |
| Client - Identification and verification, duty of* When identification required - identifying info
* When verification required - verifying identity
 | By-Law 7.1, Part III | 12-a/b-312-b/c-312-d-3/ 13-a/b/c-3 |
| Client - Investment where lawyer has interest  | rr. 3.4-29 - 3.4-30 and 3.4-32 | 32-a/b-6 |
| Client - joint client (organization and employees/ agents) | r. 3.2-3 | 11-c-3 |
| Client - Joint retainer - requirements and restrictions |  rr. 3.4-5 - 3.4-9 | 10-c/d-3 / 11-a-3 |
| Client - Limited scope client/ retainer | rr. 3.2-1A - 3.2-1A.2, comment | 11-c/d-3 |
| Client - multiple clients |  rr. 3.4-5 - 3.4-9, comment | 10-c/d-3 / 11-a-3 |
| Client - multiple clients - cannot represent opposing parties | 3.4-1; 3.4-3; commentary | 26-d-6 |
| Client - multiple clients - conflict of interest - cannot represent opposing parties | 3.4-1; 3.4-3; commentary | 26-d-6 |
| Client - New client - process in firm |   | 10-b-3 |
| Client - Organization - aka: corporation | rr. 3.2-3 | 11-c-3 |
| Client - Organization - Dishonest or fraudulent conduct - Special reporting/withdrawal obligations | rr. 3.2-7 - 3.2-8 | 38-b/c-7 |
| Client - Personal relationship with lawyer | r. 3.4-1 | 33-c/d-6 |
| Client - Prospective - duties to | r. 1.1-1,Sections 3.1, 3.2 | 9-b/c-3 |
| Client - refuses to report misconduct - Mandatory steps to take | rr. 7.1-4 - 7.1-4.3 | 61-c/d-11 |
| Client - relationship arises | r. 1.1-1 | 9-c/d-3 / 10-a-3 |
| Client - reporting misconduct of other lawyer/ paralegal - lawyers must encourage - required actions | rr. 7.1-4 - 7.1-4.3 | 61-c/d-11 |
| Client - repping both client & authorized representative/agent = joint retainer* Joint retainer, definition of
* repping client & authorized representative = joint retainer
* repping organization (client) & agent = joint retainer
 |  rr. 3.4-5 - 3.4-9, comment; r. 3.2-9, comment; 3.2-3, comment | 10-c-3; 11-a/b/c-310-c-311-a/b-311-c-3 |
| Client - Unrepresented parties | r. 7.2-9 | 11-d-3 /12-a-3 |
| Client - verification - duty | By-Law 7.1, Part III | 12-a/b-3 |
| Client communication | r. 3.1-1(d) | 53-a/c-9 |
| Client consent to disclose confidential info   - express or implied - otherwise it never ends - security of court facilities - to report misconduct of other lawyer | rr. 3.3-1; 5.6-3; 7.1-3 | 20-a/b-520-a/b-519-d-522-d-522-c/d-5 / 23-a-5 |
| Client Documents - SEE: Client File | s. 3.5, comment | 41-d-7 / 42-a/c-7 |
| Client Expectations - address throughout retainer | r. 3.1-1 - 3.1-2, comment; r. 3.7-7 | 16-b-4 |
| Client Expectations - avoiding difficulties | rr. 3.1-1 - 3.1-2, comment; 3.7-7 | 16-b/c/d-4 |
| Client Expectations - changed expectations | rr. 3.1-1 - 3.1-2, comment; 3.7-7 | 16-c-4 |
| Client Expectations - Changes - Terms of engagement revised in letter |  | 51-a-9 |
| Client Expectations - Duty to Honesty and Candour - Unreasonable expectations | r. 3.2-2 | 37-d-7 |
| Client Expectations - failure to meet | rr. 3.1-1 - 3.1-2, comment; 3.7-7 | 16-b/c-4 |
| Client Expectations - impossibility | rr. 3.1-1 - 3.1-2, comment; 3.7-7 | 16-c-4 |
| Client Expectations - interim billing | s. 3.6; By-Law 9 | 43-d-8 / 44-a-8 |
| Client Expectations - SEE Managing Client Expectations |  | 51-d-9 /52-a-9 |
| Client File - an aspect of Client Property | s. 3.5, comment;By-Law 9 | 40-d-7 |
| Client File - Client’s documents - examples |   | 41-d-7 /42-a/c-7 |
| Client File - copies for lawyer of docs not necessary for retainer- not necessary to return |   | 42-c-7 |
| Client File - lawyer’s docs, copies with request- lawyer’s discretion | s. 3.5, comment;By-Law 9 | 42-c-7 |
| Client File - lawyer’s docs, not necessary to return |   | 42-c-7  |
| Client File - Return of documents |  | 41-d-7  |
| Client File - Return of documents - what documents are returned |  | 41-d-7 /42-a-7 |
| Client Funds - SEE: Client Money | s. 3.5, comment;By-Law 9 | 41-c/d-7 |
| Client General Ledger (optional) - See Record Keeping - General Account - Client General Ledger  |  | 98-b/c-14 |
| Client Information - Discussion of client matters in public | r. 3.3-1 commentary | 23-c-5 |
| Client Information - leaks | r. 3.3-1 comment | 23-c-5 |
| Client Information - leaks—cost/space sharing measures if practicing “in association” | r. 3.3-1 comment | 23-c-5 |
| Client Information - uses - literary works | r. 3.3-1, comment | 23-a-5 |
| Client Information - uses - not to be used to disadvantage client, serve another, or benefit personally | r. 3.3-1, comment | 22-d-5 |
| Client instructions must reflect wishes of client - validity of legal instrument or agreement may be compromised |  | 39-a-7 |
| Client is organization - Dishonest or fraudulent conduct - Special reporting/withdrawal obligations | rr. 3.2-7 - 3.2-8, comment | 38-b/c-7 |
| Client Liabilities - See Record Keeping - Monthly Trust Comparison - client liabilities  |  | 99-c/d-14 / 100-a/b/c-14 |
| Client Money | s. 3.5, comment;By-Law 9 | 41-c/d-7 |
| Client Money - Financial Accounting Records | By-Law 9  | 41-c/d-7 |
| Client Money - Trust Account | s. 3.5, comment;By-Law 9 | 41-c/d-7 |
| Client money - trust funds - minimum record keeping requirements- By-law 9 | By-Law 9 | 41-c/d-7 |
| Client Money - Types of Funds |   | 41-c-7 |
| Client Property - appropriate to hold when | s. 3.5, comment;By-Law 9 | 40-d-7 / 41-a/b-7 |
| Client Property - Definition | s. 3.5, comment;By-Law 9 | 40-d-7 |
| Client property - duty to account for property - deliver property upon client request | s. 3.5, comment;By-Law 9 | 40-d-7 |
| Client property - duty to inform client of receipt of property | s. 3.5, comment;By-Law 9 | 40-c-7 |
| Client property - duty to keep separate | s. 3.5, comment;By-Law 9 | 40-c-7 |
| Client Property - Duty to manage | s. 3.5, comment;By-Law 9 | 40-c/d-7 |
| Client Property - hold property subject to legal services only | s. 3.5, comment;By-Law 9 | 40-d-7 |
| Client Property - if unsure who should receive it | s. 3.5, comment;By-Law 9 | 41-c-7 |
| Client Property - Information as property | s. 3.5, comment;By-Law 9 | 40-d-7 |
| Client property - maintain records  | s. 3.5, comment;By-Law 9 | 40-c-7 |
| Client Property - Money -SEE: Client Money | s. 3.5, comment;By-Law 9 | 41-c/d-7 |
| Client Property - Obligations | s. 3.5, comment;By-Law 9 | 40-c/d-7 |
| Client Property - privilege | s. 3.5, comment;By-Law 9 | 40-c/d-7 |
| Client Property - Rules - notification, labelling, record-keeping, accounting for | s. 3.5, comment;By-Law 9 | 40-c-7 |
| Client Property - SEE ALSO: Client File (re: duty to preserve client property also applies to client’s docs)  | s. 3.5, comment;By-Law 9 | 41-d-7 |
| Client Property - seizure by external authority | s. 3.5, comment;By-Law 9 | 40-c/d-7 |
| Client property - unsure who to receive- tribunal | s. 3.5, comment;By-Law 9 | 40-c-7 |
| Client Property - Valuable property | s. 3.5, comment;By-Law 9 | 41-a/b-7 |
| Client Property - Valuable Property - Distinction from Client money (valuable property has monetary value - client money is the money/funds itself) | s. 3.5, comment;By-Law 9 | 41-a/b/c-7 |
| Client Property - Valuable property Record | s. 3.5, comment;By-Law 9 | 41-a/b-7 |
| Client Property - Valuable property Record - does NOT include  | s. 3.5, comment;By-Law 9 | 41-b-7 |
| Client Relationship - Disengagement stage |  | 51-b/c/d-9 |
| Client Relationship - Engagement or Non-Engagement Stage - Confirm in writing |  | 49-d-9 / 50-a/b/-9 |
| Client Relationship - Implementation |  | 51-a/b-9 |
| Client Relationship - Managing - Stages |  | 49-a-9 |
| Client relationship - withdrawal- explain in retainer |  | 55-b/c-10 |
| Client relationship creation - ambiguous situations | r. 1.1-1 | 9-d-3 / 10-a-3 |
| Client relationship creation - formal or informal | r. 1.1-1 | 9-c/d-3 / 10-a-3 |
| Client relationship creation - how to avoid unintended relationship creation  | r. 1.1-1 | 10-a/b-3 |
| Client relationship creation - reasonable belief that relationship was created | r. 1.1-1 | 9-d-3 |
| Client service - competence areas | rr. 3.1-1 - 3.1-2, comments; r. 3.7-7 | 15-b-4 |
| Client Trust Listing - See Record Keeping - Monthly Trust Comparison - client trust listing |  | 100-b/c-14 |
| Client under duress or Undue Influence - be alert |  | 38-d-7 / 39-a-7 |
| Client’s instruction - limitations- duty to explain |  | 51-a/b-9 |
| Clients - challenging/difficult- indicators |  | 52-c/d-9 |
| Clients’ Trust Ledger - Sample |   | **Table** p. 106 |
| Clients’ Trust Ledger - See Record Keeping - Clients’ Trust Ledger | By-Law 9, Part V | 99-b-14 |
| Closing letter - Contents (SEE ALSO: Disengagement) |   | 51-b/c/d-9 |
| Collect fees - disclose confidential info |  r. 3.3-5 | 21-d-5 |
| Collection of personal information - must comply with PIPEDA |  | 85-d-13 / 86-a/b-13 |
| Commenting on Judges and lawyers - refrain from |  | 66-a-11 |
| Commissioner of Oaths - verification of identity (of client or relevant third party) | By-Law 7.1, Part III - s. 23(9) | 13-b/c-3 |
| Committee of Convocation - approval for working with unauthorized lawyers & paralegals | r. 7.6-1.1 | 59-d-11 / 60-a-11 |
| Committee of Convocation - Judge returning to practice - Express approval required | S. 7.7 | 66-d-11 |
| Communication - law society - prompt | r. 7.1-1 | 59-b/c-11 |
| Communication - prohibited manner (abusive, offensive) | rr. 7.2-4 - 7.2-5 | 63-b-11 |
| Communication - promptness | rr. 7.2-4 - 7.2-5 | 63-b-11 |
| Communication - Represented individuals - Lawyer may not approach, communicate, negotiate etc. directly | rr. 7.2-6 - 7.2-8.2, comment | 63-b/c-11 |
| Communication - Represented individuals - Parties may communicate directly with each other | rr. 7.2-6 - 7.2-8.2, comment | 63-c-11 |
| Communication - Represented organization - Lawyer communication with employees re: their personal interests | rr. 7.2-6 - 7.2-8.2, comment | 63-d-11 / 64-a-11 |
| Communication - Represented organizations - decision makers w/in the organization | rr. 7.2-6 - 7.2-8.2, comment | 63-d-11 /64-a-11 |
| Communication - Represented organizations - exception | rr. 7.2-6 - 7.2-8.2, comment | 63-d-11 / 64-a-11 |
| Communication - Represented organizations - Individually represented employees | rr. 7.2-6 - 7.2-8.2, comment | 63-d-11 /64-a-11 |
| Communication - Represented organizations - prohibited:* director/officer
* decision maker
* those capable of binding org.
* those supervising, consulting with or making decisions based on legal advisor
 | rr. 7.2-6 - 7.2-8.2, comment | 63-d-11 / 64-a-11 |
| Communication - Represented organizations - unions, government - specific examples in comments | rr. 7.2-6 - 7.2-8.2, comment | 63-d-11 /64-a-11 |
| Communication - Represented person or organization | rr. 7.2-6 - 7.2-8.2comment | 63-b/c/d-11 /64-a-11 |
| Communication - second opinions | r. 7.2-7 | 63-c-11 |
| Communication - standard expected of lawyers | rr. 7.2-4 - 7.2-5 | 63-b-11 |
| Communication - tools - associated risks | rr. 3.1-1 - 3.1-2, comment; r. 3.7-7 | 16-b-4 |
| Communication - with Clients  |  | 53-a/c-9 |
| Communication - with Clients - must be sensitive to individual needs  |  | 53-a/c-9 |
| Communication - with Clients - plain language |  | 53-a-9 |
| Communication - Witness- stages of testimony | r. 5.4-2 | 71-a/b-12 |
| Communication & Service - competent lawyer | rr. 3.1-1 - 3.1-2, comment; r. 3.7-7 | 16-b-4 |
| Communications from lawyer - standard of courtesy and civility, promptness | rr. 7.2-4 - 7.2-5 | 63-b-11 |
| Compensation for services - SEE: FEES |  | 43-d-8 / 44-a-8 |
| Competence - - Developing theory of the case - SEE THEORY OF THE CASE |  | 67-b/c/d-12 |
| Competence - 6 areas of  - Knowledge- Skills- Judgment- Client Service and communication- Practice Management- Professional development | rr. 3.1-1 - 3.1-2, comment; r. 3.7-7 | 15-b-4 |
| Competence - assumption of client |  | 15-a-4 |
| Competence - Client service and communication |  | 16-b/c/d-4 |
| Competence - components - Managing Client Expectations - service & communication  | r. 3.1-1(d) | 51-d-9 / 52-a-9 |
| Competence - consequences of incompetence |  | 15-a-4 |
| Competence - Definition of standard | rr. 3.1-1 - 3.1-2, comment; r. 3.7-7 | 15-a/b-4 |
| Competence — Developing theory of the case (legal concepts, issues, facts) |  | 16-b-4 |
| Competence - if not competent in a matter, refuse to act or obtain consent to collaborate | rr. 3.1-1 - 3.1-2, comment; r. 3.7-7 | 15-b-4 |
| Competence - intellectual capacity, deliberation, judgment | rr. 3.1-1 - 3.1-2, comment; r. 3.7-7 | 16-a/b-4 |
| Competence - knowledge | rr. 3.1-1 - 3.1-2, comment; r. 3.7-7 | 15-c/d-4 |
| Competence - later discovery of lack thereof- consult and collaborate  |  | 51-b-9 |
| Competence - obtain client’s informed consent to retain, consult, or collaborate with other lawyer |  | 51-b-9 |
| Competence - practice management | rr. 3.1-1 - 3.1-2, comment; r. 3.7-7 | 16-d-4 |
| Competence - Professional development - up to date re: legislation, rules, standards, techniques and practices | rr. 3.1-1 - 3.1-2, comment; r. 3.7-7 | 17-a-4; |
| Competence - Quality of Service - competence only one aspect of quality of service | r. 3.2-1 | 17-a/c-4 |
| Competence - Rules of Professional Conduct - Knowledge of | rr. 3.1-1 - 3.1-2, comment; r. 3.7-7 | 15-c-4; 17-a-4 |
| Competence - Skills | rr. 3.1-1 - 3.1-2, comment; r. 3.7-7 | 15-d-4 /16-a-4 |
| Competence - source of duty | rr. 3.1-1 - 3.1-2, comment; r. 3.7-7;*Law Soc. Act*, s.41 | 15-a-4 |
| Competence - standard  |  | 15-a/b-4 |
| Competence and Professional Development (CPD) - General |   | 3-a/b-1 |
| Complaint - ADR |  | 3-b-1 |
| Complaint - Harassment - DHC assistance filing complaint with Law Society or Human rights tribunal |   | 7-c-2 |
| Complaint - Proceedings Authorization Committee (PAC) |  | 3-b/c-1 |
| Complaints - Appeal Panel |   | 3-c-1 |
| Complaints - Complaints Resolution - informal resolution |   | 3-b-1 |
| Complaints - Hearing Panel |   | 3-b/c/d-1 |
| Complaints - initiated in writing |  | 3-b-1 |
| Complaints - Judicial Review |  | 3-c-1 |
| Complaints - Lawyer's Duty to respond - communicate and cooperate fully |   | 3-c/d-1 |
| Complaints - Serious allegations - Investigations |  | 3-b-1 |
| Complaints, Investigations, and Discipline |   | 3-b/c/d-1 |
| Conduct - Communication - Courtesy & Civility - Applies to all forms of communication | rr. 7.2-4 - 7.2-5  | 63-b-11 |
| Conduct - Duty - to Lawyers and others* courtesy and good faith
* communications with others
* communications with represented persons
* undertakings and professional promises
* financial obligations
 | s. 7.2 | 62-d-11 |
| Conduct Unbecoming of a lawyer - grounds for discipline - definition and examples | r. 1.1-1, r. 2.1-1, comment; s. 7.8.2; *Law Soc. Act* s. 33 | 60-c/d-11 /61-a-11 |
| Confession - Criminal Proceedings - Limitations on defence  | r. 5.1-1 | 68-b-12 |
| Confessions - limitations on defence | r. 5.1-1  | 68-b-12 |
| Confidential Information - Acting against former client | rr. 3.4-10 - 3.4-11, comment | 27-b/c-6 |
| Confidential Information - Definition | r. 3.3-1 | 19-b-5 |
| Confidential Information - definition for purposes of law firm transfer  | r. 3.4-17 - 3.4-23, comments | 30-d-6 / 31-a-6 |
| Confidential information - former client - SEE ACTING AGAINST FORMER CLIENT | 3.4-10; 3.4-11; commentaries | 27-b/c/d-6 |
| Confidential Information - informed consent - when disclosure not possible, must withdraw/refuse retainer | r. 1.1-1; r. 3.4-2, comment | 26-c-6 |
| Confidential Information - Law Firm - transfer between (SEE also: Law firm - Transfers between) | rr. 3.4-17 - 3.4-23, comments | 30-d-6 / 31-a-6 |
| Confidential Information - organization - whistle blowing | rr. 3.2-8; 3.3-3, comments | 22-b/c-5 |
| Confidentiality - applies to all clients in the firm | r. 3.3-1, comment | 20-a-5 |
| Confidentiality - defence against allegations exception | r. 3.3-4 | 21-c/d-5 |
| Confidentiality - definition | r. 3.3-1 | 19-b/c-5 |
| Confidentiality - Disclosure - implied / express authorization/consent | r. 3.3-1, comment | 20-a/b-5 |
| Confidentiality - Disclosure - implied / express consent | r. 3.3-1, comment | 20-a/b-5 |
| Confidentiality - duty | r. 3.3-1, comment | 19-b/c-5 |
| Confidentiality - duty - covers all client information obtained during professional rel’nship regardless of source | r. 3.3-1 | 19-b/c-5 |
| Confidentiality - duty - in house counsel | rr. 3.2-8; 3.3-3 | 22-b/c-5 |
| Confidentiality - duty - law firm | r. 3.3-1, comment | 20-a-5 |
| Confidentiality - duty starts |  r. 3.3-1, comment | 19-d-5 |
| Confidentiality - end of duty (NEVER!) |  r. 3.3-1, comment | 19-d-5 / 20-a-5  |
| Confidentiality - Exceptions - imminent serious harm exception - permitted disclosure | r. 3.3-3 | 21-a/b/c-5 |
| Confidentiality - Exceptions - Permissive vs Mandatory | rr. 3.3-3; 3.3-4; 3.3-5; 3.3-6; 3.3-7 | 20-b/c-5 |
| Confidentiality - exceptions to duty | rr. 3.3-1, 3.3-1.1, 3.3-3, 3.3-4, 3.3-53.3- 6 | 19-d-5 / 20-a/b/c/d-5 /21-a/b/c/d-5 / 22-a/b-5 |
| Confidentiality - fees - collect / establish |  r. 3.3-5 | 21-d-5 |
| Confidentiality - information that MUST be protected | r. 3.3-1, comment | 19-c/d-5 |
| Confidentiality - joint retainer  | rr. 3.4-5 - 3.4-9 | 10-c-3 |
| Confidentiality - justified / required disclosure | r. 3.3-1.1 | 20-c/d-5 |
| Confidentiality - Law firm - owed by all lawyers and employees to all clients | r. 3.3-1, comment | 20-a-5 |
| Confidentiality - literary works | r. 3.3-1 commentary | 23-a-5 |
| Confidentiality - may give rise to conflict of interest |   | 25-b-6 |
| Confidentiality - mediator | s. 5.7,comment | 66-b/c-11 |
| Confidentiality - owed by all lawyers & staffers | r. 3.3-1, comment | 20-a-5 |
| Confidentiality - permitted disclosure | rr. 3.3-3 - 3.3-5, 3.3-6; 3.3-7, comment | 20-b/c-5; 21-a/b/c/d-5 / 22-a/b-5 |
| Confidentiality - permitted disclosure between lawyers/firms - as reasonably necessary to detect and resolve conflicts of interest | 3.3-7 | 22-a/b-5 |
| Confidentiality - permitted disclosure between lawyers/firms - in cases of,* Mergers
* Firm associations
* Practice purchase
* Employment change
* Composition or firm ownership change
 | 3.3-7 | 22-a/b-5 |
| Confidentiality - permitted disclosure between lawyers/firms - manner consistent with* Transfer lawyer/firm obligations
* Protect client confidentiality and privilege
* Avoid client prejudice
 | 3.3-7 | 22-b-5 |
| Confidentiality - permitted disclosure between lawyers/firms - substantive discussions, after | 3.3-7 |  |
| Confidentiality - Perpetual duty |  r. 3.3-1 | 19-d-5 / 20-a-5 |
| Confidentiality - Privilege is a subset | r. 3.3-1 | 19-b-5 |
| Confidentiality - prohibited disclosure between lawyers/firms - where disclosure* Compromise privilege
* Prejudice client
 | 3.3-7commentary | 22-b-5 |
| Confidentiality - prospective clients |  r. 3.3-1, comment | 19-d-5 |
| Confidentiality - Reporting errors and omissions | s. 7.8 | 62-c-11 |
| Confidentiality - reporting misconduct | r. 7.1-3 | 61-b-11 |
| Confidentiality - scope of duty | r. 3.3-1 | 19-a/b/c/d-5 |
| Confidentiality - security of court facilities - disclosure |  r. 5.6-3, comment | 22-c/d-5 |
| Confidentiality - Security of Court Facilities - exception | r. 5.6-3,comment | 66-b-11 |
| Confidentiality - SEE ALSO - Disclosure |  |  |
| Confidentiality - seeking legal advice - permitted disclosure | r. 3.3-6 | 22-a-5 |
| Confidentiality - start of duty (when) |  r. 3.3-1 | 19-d-5 |
| Confidentiality - Technology / electronic media |   | 81-c-13; 82-a/b/c-13 |
| Confidentiality - vs. Privilege (distinguish) | r. 3.3-1, comment | 19-a/b-5 |
| Confidentiality - withdrawal - may not disclose without client consent  | r. 3.3-1, comment | 57-d-10 |
| Confirmation in writing - SEE Written confirmation |  |  |
| Conflict - disclosure- Fees- Securing Payment- Other than Retainer  | r 3.4-29 | 47-c/d-8 |
| Conflict - Firm client | r. 1.1-1 | 10-b-3 |
| Conflict - Jurors - lawyer shall disclose- See also: Jurors | r. 5.5-2 - 5.5-3 | 73-b/c/d-12 |
| Conflict Checking | r. 3.4-1 - 3.4-3,comments | 76-d-1377-a/b/c-13 |
| Conflict Checking - check variations of names (nicknames, maiden names, company names, alt spellings) | r. 3.4-1 - 3.4-3,comments | 77-b-13 |
| Conflict Checking - Computerized | r. 3.4-1 - 3.4-3,comments | 77-b/c-13 |
| Conflict checking - law firm new clients |   | 10-b-3 |
| Conflict Checking - lawyer must determine if there is a conflict of interest | r. 3.4-1 - 3.4-3,comments | 77-c-13 |
| Conflict checking - limited scope client |  | 11-c/d-3 |
| Conflict Checking - Manual | r. 3.4-1 - 3.4-3,comments | 77-b-13 |
| Conflict Checking - Prospective clients | r. 3.4-1 - 3.4-3,comments | 77-c-13 |
| Conflict Checking - requirements of every system | r. 3.4-1 - 3.4-3,comments | 77-b/c-13 |
| Conflict Checking - track conflict searches by names searched | r. 3.4-1 - 3.4-3,comments | 76-d-13 |
| Conflict Checking - when to check | r. 3.4-1 - 3.4-3,comments | 76-d-13 /77-a-13 |
| Conflict Names - Definition | r. 3.4-1 - 3.4-3,comments | 77-a-13 |
| Conflict of Interest - acting against client | rr. 3.4-10; 3.4-11 | 27-b/c/d-6 |
| Conflict of interest - acting against former client - law firm | rr. 3.4-10; 3.4-11 | 27-c-6 |
| Conflict of Interest - acting against former client - new matter | rr. 3.4-10; 3.4-11 | 27-c/d-6 |
| Conflict of Interest - acting against former client - same or related matter | rr. 3.4-10; 3.4-11 | 27-c-6 |
| Conflict of interest - acting against former client - SEE ACTING AGAINST FORMER CLIENT | 3.4-10; 3.4-11; commentaries | 27-b/c/d-6 |
| Conflict of Interest - Affiliations with non-legal services | rr. 3.4-11.1 - 3.4-11.3, comments; r. 3.4-16.1 | 33-d-6 / 34-a-6 |
| Conflict of Interest - Bail  | rr. 3.4-40 - 3.4-41 | 34-c/d-6 |
| Conflict of interest - between lawyers/firms - permitted disclosure - as reasonably necessary to detect and resolve conflicts of interest | 3.3-7 | 22-a/b-5 |
| Conflict of interest - between lawyers/firms - permitted disclosure - substantive discussions, after | 3.3-7 | 22-a/b-5 |
| Conflict of interest - between lawyers/firms - permitted disclosure - in cases of,* Mergers
* Firm associations
* Practice purchase
* Employment change
* Composition or firm ownership change
 | 3.3-7 | 22-a/b-5 |
| Conflict of interest - between lawyers/firms - permitted disclosure - manner consistent with* Transfer lawyer/firm obligations
* Protect client confidentiality and privilege
* Avoid client prejudice
 | 3.3-7 | 22-b-5 |
| Conflict of interest - borrower and lender - acting for both (lawyer, or two lawyers in same firm)  | rr. 3.4-12 - 3.4-16 | 29-b/c/d-6 |
| Conflict of Interest - Borrower and Lender - exceptions - when may act for both | rr. 3.4-13 - 3.4-16 | 28-c/d-6 |
| Conflict of Interest - Borrowing from clients (SEE: Borrowing from Clients) | r. 3.4-31; r. 3.4-33 | 32-b/c-6 |
| Conflict of Interest - both sides of dispute - cannot act | rr. 3.4-1; 3.4-3; 3.7-7 | 26-d-6 / 27-a-6 |
| Conflict of Interest - business with clients | rr. 3.4-28 - 3.4-36 | 31-d-6 |
| Conflict of interest - Client consent may not be sufficient/ waiver may be impossible | r. 1.1-1; r. 3.4-2, comment | 26-c-6 |
| Conflict of Interest - Competing interest (sources) |  rr. 1.1-1, 3.4-1 | 25-a/b/c-6 |
| Conflict of interest - Confidential information | r. 3.4-1, comment | 25-d-6 |
| Conflict of interest - Conflicts checking system (SEE ALSO: Practice Management- ch 13)- check/add to system every time a new person is involved in a matter and - when a prospective client comes in |  | 35-a/c-635-a-635-c-6 |
| Conflict of Interest - Criminal matters - Bail | rr. 3.4-40 - 3.4-41 | 34-c/d-6 |
| Conflict of interest - current client |  r. 3.4-1, comment | 25-a/b/c-6 |
| Conflict of interest - Dealing with - MAY continue to act in some circumstances | r. 3.4-2, comment | 26-a-6 |
| Conflict of interest - Definition | rr. 1.1-1, 3.4-1 | 25-c-6 |
| Conflict of interest - definition - substantial risk that loyalty or client representation materially affected* significant and plausible
* genuine, serious risk
* not mere possibility
* need not be likely or probable
* contemplated, not actual
 | 1.1-13.4-1 | 25-c-6 |
| Conflict of Interest - Due diligence - law firm transfers | r. 3.4-17 - 3.4-23, comments | 30-d-6 /31-a/b/c/d-6 |
| Conflict of interest - Duration (perpetual) | r. 3.4-1, comment | 25-d-6 |
| Conflict of interest - duty of loyalty- opposing parties - cannot represent opposing parties | 3.4-1; 3.4-3; commentary | 26-d-6 |
| Conflict of Interest - duty to Avoid | r. 3.4-1, comment | 25-d-6;  |
| Conflict of Interest - Duty to avoid - when it arises | r. 3.4-1, comment | 25-d-6 |
| Conflict of interest - Error by lawyer- withdrawal | s. 7.8  | 40-a/b-7 |
| Conflict of Interest - Estate law | rr. 3.4-37 - 3.4-38 | 34-b/c-6 |
| Conflict of Interest - Evaluate whether exists | r. 1.1-1; r. 3.4-1, comment | 25-a/d-6 |
| Conflict of Interest - Exceptions - Pro Bono short term services | rr. 3.4-16.2 - 3.4-16.6, comment | 30-b/c/d-6 |
| Conflict of Interest - Exceptions permitted by Rules | r. 3.4-1, comment | 25-d-6 |
| Conflict of Interest - Exceptions to rules - Personal guarantees | rr. 3.4-35 - 3.4-36 | 33-a/b-6 |
| Conflict of Interest - Extends to all clients, former clients, prospective clients |  r. 3.4-1, comment | 25-d-6 |
| Conflict of interest - factors to consider when determining existence of | r. 3.4-1, comment | 25-d-6 |
| Conflict of interest - former client |  r. 3.4-1, comment | 25-d-6 |
| Conflict of interest - former client - SEE ACTING AGAINST FORMER CLIENT | 3.4-10; 3.4-11; commentaries | 27-b/c/d-6 |
| Conflict of Interest - Gifts and Testamentary Instruments | rr. 3.4-37 - 3.4-38 | 34-b/c-6 |
| Conflict of Interest - Guarantees | rr. 3.4-35 - 3.4-36 | 33-a/b-6 |
| Conflict of Interest - Informed consent- definition / process  | r. 1.1-1; r. 3.4-2, comment | 26-a/b/c-6 |
| Conflict of Interest - Informed consent - may be impossible | r. 1.1-1; r. 3.4-2, comment | 26-c-6 |
| Conflict of Interest - Investment by client where lawyer has interest | rr. 3.4-29 - 3.4-30, 3.4-30 | 32-a/b-6 |
| Conflict of Interest - Joint Retainer | rr. 3.4-5 - 3.4-9 | 27-d-6 / 28-a-6 |
| Conflict of interest - Joint retainer - Estates & Real estate - general | rr. 3.4-5; 3.4-12 - 3.4-16, commentaries | 28-d-6 |
| Conflict of Interest - Joint Retainer - borrower & lender  | rr. 3.4-12 - 3.4-16 | 29-b/c/d-6 |
| Conflict of Interest - Joint Retainer - borrower & lender - exception | rr. 3.4-13 - 3.4-16 | 28-b/c/d-6 |
| Conflict of Interest - Joint Retainer - Continuing relationship with prior client | rr. 3.4-5 - 3.4-7 | 28-a/b/c-6 |
| Conflict of Interest - Joint Retainer - Existing Client | rr. 3.4-5 - 3.4-9 | 27-a/b/c-6 |
| Conflict of interest - Joint Retainer - if contentious issues | rr. 3.4-9; 3.7-7; 3.7-9 | 28-c/d-6 |
| Conflict of interest - Joint retainer - If prior agreement/Consent to continue for one party after conflict arises | rr. 3.4-9; 3.7-7; 3.7-9 | 28-c/d-6 |
| Conflict of Interest - Joint retainer - Steps to take | rr. 3.4-5 - 3.4-9 | 27-d-6 / 28-a/b-6 |
| Conflict of Interest - Joint Retainers (see joint retainer)  |  rr. 3.4-5 - 3.4-9 | 10-c/d-3 / 11-a-3 |
| Conflict of Interest - Judicial interim release | rr. 3.4-40 - 3.4-41 | 34-c/d-6 |
| Conflict of interest - Judicial interim release/bail - exception if family relationship | rr. 3.4-40 - 3.4-41 | 34-c-6 |
| Conflict of Interest - law firm transfers - Tribunal of competent jurisdiction to determine | r. 3.4-25 | 30-d-631-b-6 |
| Conflict of Interest - Lawyer transfer between law firms (SEE also: Law firm - Transfers between) | rr. 3.4-17 - 3.4-23, comments | 30-d-6 / 31-a/b/c/d-6 |
| Conflict of interest - lawyer’s self interests (financial or personal) | r. 3.4-1, comment | 25-b/c-6 |
| Conflict of interest - Lending to clients - Disclosure, Independent Legal Advice required | rr. 3.4-34 - 3.4-34.3 | 33-a-6 |
| Conflict of interest - loyalty duty | r. 1.1-1; r. 3.4-2, comment | 25-a/b/c-6 |
| Conflict of interest - may result from incompatible or competing duties |  | 25-a/b-6 |
| Conflict of interest - mere possibility of risk does not engage conflict rules | rr. 1.1-1; 3.4-1 | 25-c-6 |
| Conflict of Interest - Mortgage and Loan - Restrictions on lawyer’s activities/participation | rr. 3.4-34 - 3.4-34.3 | 32-c/d-6 / 33-a-6 |
| Conflict of Interest - Mortgage and Loan - SEE: Mortgage and Loan | rr. 3.4-34 - 3.4-34.3 | 32-b/c-6 |
| Conflict of Interest - Mortgage and Loan transaction - exceptions - MAY act for both | rr. 3.4-12 - 3.4-16 | 29-b/c/d-6 |
| Conflict of Interest - Mortgage and Loan transaction - lending client is a financial institution  | rr. 3.4-12 - 3.4-16 | 29-b/c/d-6 |
| Conflict of Interest - Mortgage and Loan transaction - lending client is a financial institution - Deemed Consent | r. 3.4-16 | 29-d-6 |
| Conflict of Interest - Mortgage and Loan transaction - prohibition on acting for borrower and lender | rr. 3.4-12 - 3.4-16 | 29-b/c-6 |
| Conflict of Interest - Mortgage and loan transactions - no advertising of investment re mortgage if lawyer has financial interest  | rr. 3.4-34 - 3.4-34.3 | 32-c/d-6 / 33-a-6 |
| Conflict of interest - Multi-discipline practices | rr. 3.4-11.1 - 3.4-11.3, comments; r. 3.4-16.1 | 34-a-6 |
| Conflict of Interest - Multi-discipline practices / partnerships - ensure all staff comply too | rr. 3.4-11.1 - 3.4-11.3, comments; r. 3.4-16.1 | 34-a-6 |
| Conflict of interest - multiple clients - opposing parties - cannot represent opposing parties | 3.4-1; 3.4-3; commentary | 26-d-6 |
| Conflict of interest - opposing parties - cannot represent opposing parties | 3.4-1; 3.4-3; commentary | 26-d-6 |
| Conflict of Interest - Organization/ corporation and Employees/ agents* Joint retainer, definition - required steps

Conflict where client is organization | rr. 3.2-3, comment;3.4-5 - 3.4-9 | 10-c/d-3 / 11-a-6; 11-c-310-c/d-3 / 11-a-6; 11-c-3 |
| Conflict of Interest - Outside Interest | rr. 7.3-7.4 | 34-a/b-6 |
| Conflict of Interest - Payment by client - shares etc | r. 3.4-30 | 32-b-6 |
| Conflict of Interest - permitted to act - Client consent REQUIRED | r. 3.4-2, comment | 26-a/b-6 |
| Conflict of Interest - Personal Guarantees | rr. 3.4-35 - 3.4-36 | 33-a/b-6 |
| Conflict of Interest - Personal outside interest | ss. 7.3; 7.4 | 34-a/b-6 |
| Conflict of Interest - Personal relationship (Friends, family) | r. 3.4-1 commentary | 33-c/d-6 |
| Conflict of interest - Possible vs Actual material impairment of client interest | rr. 1.1-1; 3.4-2, comment | 26-a/b-6 |
| Conflict of Interest - Pro Bono Law exception - No consent or waiver if conflict | rr. 3.4-16.2 - 3.4-16.6, comment | 30-b/c/d-6 |
| Conflict of Interest - Pro Bono Law Ontario court based - requirements before acting | rr. 3.4-16.2 - 3.4-16.6, comment | 30-c/d-6 |
| Conflict of Interest - Pro Bono Law Ontario court based services - modification of general rules on conflict | rr. 3.4-16.2 - 3.4-16.6, comment | 30-b/c/d-6 |
| Conflict of interest - prospective client |  r. 3.4-1, comment | 25-d-6 |
| Conflict of interest - public office | ss. 7.3; 7.4 | 34-a/b- 6 |
| Conflict of interest - Recognizing when it occurs | r. 3.4-1, comment | 25-a/b-6 |
| Conflict of Interest - Re-Evaluate whether exists | r. 3.4-1, comment | 25-d-6 |
| Conflict of interest - SEE ACTING DIRECTLY ADVERSE TO IMMEDIATE LEGAL INTERESTS OF CURRENT CLIENT | 3.4-1; 3.4-3; commentary | 27-a/b-6 |
| Conflict of Interest - sexual relationship with client | r. 3.4-1 | 33-c/d-6 |
| Conflict of interest - substantial risk that loyalty materially affected (genuine, serious risk) | rr. 1.1-1; 3.4-1 | 25-c-6 |
| Conflict of interest - substantial risk that loyalty or client representation materially affected* significant and plausible
* genuine, serious risk to duty of loyalty or client representation
* not mere possibility
* need not be likely or probable
* Contemplated, not actual
 | 1.1-13.4-1 | 25-c-6 |
| Conflict of interest - Testamentary instruments and gifts | rr. 3.4-37 - 3.4-38 | 34-b/c-6 |
| Conflict of Interest - third party and client | r. 3.4-1, comment | 25-d-6 |
| Conflict of Interest - Transfer between law firms - when it arises | rr. 3.4-17 - 3.4-23 | 30-d-6 / 31-a-6 |
| Conflict of Interest - transferor and transferee - acting for both | rr. 3.4-16.7 - 3.4-16.9 | 30-a/b-6 |
| Conflict of Interest - unrepresented persons | r. 7.2-9 | 34-d-6 |
| Conflict of interest - Waiver - Independent legal advice may be necessary |  | 26-b/c-6 |
| Conflict of interest - Waiver - When is waiver possible | rr. 1.1-1; 3.4-2, comment | 26-a/b-6 |
| Conflict of Interest - Waiver impossible - withdrawal* Lawyer cannot make full disclosure = waiver impossible
* Conflict requires decline/termination of retainer - general
* Cannot rep both sides of dispute - consent irrelevant
 | rr. 1.1-1; 3.4-2, comment; rr. 3.4-1; 3.4-3; 3.7-7 | 26-c/d-6 / 27-a-626-c-626-d-626-d-6 / 27-a-6 |
| Conflict of Interest - Wills - Spouses/partners | r. 3.4-5 | 29-a/b-6 |
| Conflict of Interest - Wills and gifts | rr. 3.4-37 - 3.4-38 | 34-b/c-6 |
| Conflict of Interest - withdrawal - general | rr. 3.4-1; 3.4-3; 3.7-7 | 26-d-6 |
| Conflict of Interest (high probability) - transfer of title - joint retainer  | rr. 3.4-16.7 - 3.4-16.9 | 30-a/b-6 |
| Conflicts checking system - generally- maintain up-to-date firm database of names(SEE ALSO: Practice Management- ch 13) | rr. 3.4-1-3.4-3 | 35-a/c-6 |
| Conflicts of interest - between lawyers/firms - prohibited disclosure- where disclosure* Compromise privilege
* Prejudice client
 | 3.3-7commentary | 22-b-5 |
| Consent - Client consent to disclose confidential info | r. 3.3-1 | 20-a/b-5 |
| Consent - Conflict of interest - exception (consent not required in limited circumstances) | rr. 3.4-10 - 3.4.11, comments | 27-c/d-6 |
| Consent - Conflict of interest - Express consent from all clients—*AND* lawyer must reasonably conclude that s/he can represent clients w/o material adverse effects on either | r. 3.4-2, comment;r. 1.1 (definition of consent) | 26-a/b-6 |
| Consent - Fee splitting and Referral fees | rr. 3.6-5 - 3.6-6 | 46-a/b-8 |
| Consent - Waiver of conflict of interest - When is waiver possible | r. 1.1-1; 3.4-2, comment | 26-a/b-6 |
| Consent, deemed - Mortgage and Loan transaction - joint retainer - lending client is a financial institution | r. 3.4-16 | 29-b/c-6 |
| Consequences of failure to Comply with *Rules* |  | 3-a-1 |
| Consider anonymous tip about security of court |  r. 5.6-3 | 22-c/d-5 |
| Contentious issue - Joint retainer - If cannot resolve; lawyer must withdraw + additional duties | rr. 3.4-5; 3.4-8; 3.4-9 | 28-c/d-6 |
| Contents of written note - disclose confidential info- Prevent serious harm  | r. 3.3-3 | 21-b/c-5 |
| Contingency Fee - Appropriate percentage - Factors to consider |  r. 3.6-2, comment | 47-a-8 |
| Contingency fee - Costs award included - requires judicial approval |  r. 3.6-2, comment | 47-b/c-8 |
| Contingency Fee - definition | r. 3.6-2, comment | 46-d-8 |
| Contingency fee - Fair and reasonable |  r. 3.6-2, comment | 47-a-8 |
| Contingency Fee - Money Retainer - Document in writing if required for disbursements |  r. 3.6-2, comment | 47-a/b-8 |
| Contingency Fee - Vulnerable or disabled client |  r. 3.6-2, comment | 47-c-8 |
| Contingency Fee - Written agreement (Mandatory) | r. 3.6-2, comment | 47-a-8 |
| Contingency Fee Agreement - Requirements (mandatory) - Solicitor’s Act | r. 3.6-2, comment | 47-a/b-8 |
| Contingency Fees - NOT allowed for family, criminal or quasi-criminal matters |  r. 3.6-2, comment | 47-a-8 |
| Contingency Plans - Lawyer's Absence |   | 85-c/d-13 |
| Continuing Legal education - scheduling |   | 80-a-13 |
| Continuing to act despite conflict of interest | rr. 1.1-1; 3.4-2, comment | 26-a/b-6 |
| Conveyancing - advice- minimizing risks |  r. 3.2-9.4 commentary | 37-c/d-7 |
| Conveyancing - Definition |  | 39-c-7 |
| Convocation Committee - approval for working with unauthorized lawyers and paralegals | r. 7.6-1.1comment | 59-d-11 / 60-a-11 |
| Convocation Committee - Judge returning to practice - When Express approval required | s. 7.7 | 66-d-11 |
| Corporate Representation - Joint representation of corporation and employees- conflict of interest  |  rr. 7.2-8-8.2 and comment | 64-a-11 |
| Corporation - joint retainer | r. 3.2-3, comment | 11-c-3 |
| Corporation - who gives instructions | r. 3.2-3, comment | 11-c-3 |
| Corporation - who is the client | r. 3.2-3, comment | 11-c-3 |
| Correspondence - standard of courtesy and civility, promptness | rr. 7.2-4 - 7.2-5 | 63-b-11 |
| Costs - increases - keep client updated - consider providing interim bills |   | 51-d-9 / 52-a-9 |
| Course of conduct - harassment | s. 6.3-3, r. 6.3.1-3 | 6-b-2 |
| Court Facilities - security - disclosure of confidential info |  r. 5.6-3, comment | 22-c/d-5 |
| Court Facilities - security - duty to inform responsible persons | r. 5.6-3comment | 66-b-11 |
| Court Order - Disclosure of confidential info | r. 3.3-1.1 | 20-c/d-5 |
| Court Process - lawyer’s duties - SEE: Tribunal Process | rr. 5.1-1, 5.1-3; rr. 5.1-4 - 5.1-6, comments | 67-d-12 / 68-a/b-12 |
| Courtesy and good faith - Refrain from* sharp practices
* taking unfair advantage of mistakes
* denying reasonable requests
* using recording device without permission
 | rr. 7.2-1 - 7.2-3 | 62-d-1163-a-11 |
| Courtesy, Civility and Good Faith - duty | rr. 5.1-5; 7.2-1, comment | 5-b/c-2 |
| Criminal - contingency fees NOT allowed (includes Quasi Criminal) |  r. 3.6-2, comment | 47-a-8 |
| Criminal charges & convictions - other than criminal - self report to LSUC (CDSA, Income Tax Act, provincial and federal offences re: dishonesty or professional business) | r. 7.1-4.4, comment;By-law 8, s.2 | 61-d-11 /62-a/b-11 |
| Criminal charges & convictions - Private prosecution - Reporting | r. 7.1-4.4, comment;By-law 8, s.2 | 62-b-11 |
| Criminal charges & convictions - Reporting - indictable offences only (incl. hybrid) | r. 7.1-4.4, comment;By-law 8, s.2 | 61-d-11 / 62-a-11 |
| Criminal charges & convictions - Reporting - Other lawyers | r. 7.1-4.4, comment;By-law 8, s.2 | 62-b-11 |
| Criminal charges & convictions - reporting others only req’d if related to legal practice | r. 7.1-4.4, comment;By-law 8, s.2 | 62-b-11 |
| Criminal charges & convictions - self report - private prosecution | r. 7.1-4.4, comment;By-law 8, s.2 | 62-a/b-11 |
| Criminal charges & convictions - self report - scope and timing | r. 7.1-4.4, comment;By-law 8, s.2 | 60-b-11 |
| Criminal charges & convictions - self report charges to LSUC | r. 7.1-4.4, comment;By-law 8, s.2 | 61-d-11 /62-a/b-11 |
| Criminal Charges and convictions - Reporting- Final Result | r. 7.1-4.4, comment;By-law 8, s.2 | 62-b/c-11 |
| Criminal Code 141 (concealment of indictable offence for consideration) - Duty to inform client - reporting  | rr. 7.1-4 - 7.1-4.3 | 61-c/d-11 |
| Criminal Code Part XVII - Language rights- Right to trial in French - duty to inform | rr. 3.3-2A - 3.2-2B commentary | 40-b-7 |
| Criminal Conduct - Client - duty when advising | r. 3.2-7 - 3.2-8, comments | 38-b/c-7 |
| Criminal Proceedings - abuse of process to threaten to lay or seek withdrawal of charge for benefit of complainant | r. 3.2-5, 3.2-5.1, comment; rr. 5.1-2 (a), (h) | 68-d-12 |
| Criminal Proceedings - Confession - Defence may not mislead/cannot be dishonest | rr. 5.1-1,comment;rr. 5.1-2(b),(e),(g) | 69-c-12 |
| Criminal Proceedings - Guilty Pleas | rr. 5.1-7 - 5.1-8 | 74-b/c/d-12 |
| Criminal Proceedings - Guilty Pleas - Advising client about | rr. 5.1-7 - 5.1-8 | 74-c-12 |
| Criminal Proceedings - Guilty Pleas - before agreement with Crown | rr. 5.1-7 - 5.1-8 | 74-c/d-12 |
| Criminal Proceedings - Guilty Pleas - Client denies involvement - may not assist in plea | rr. 5.1-7 - 5.1-8 | 74-d-12 |
| Criminal Proceedings - Guilty Pleas - client must admit elements | rr. 5.1-7 - 5.1-8 | 74-c/d-12 |
| Criminal Proceedings - Guilty Pleas - Mandatory advising/explanation to client | rr. 5.1-7 - 5.1-8 | 74-c-12 |
| Criminal Proceedings - Guilty Pleas - no assisting fake admissions | rr. 5.1-7 - 5.1-8 | 74-d-12 |
| Criminal Proceedings - Guilty Pleas - obtain client’s admission and instruction in writing | rr. 5.1-7 - 5.1-8 | 74-d-12 |
| Criminal proceedings - Guilty pleas- judge may ignore | rr. 5.1-7 - 5.1-8 | 74-b/c-12 |
| Criminal proceedings - Guilty pleas- Judge may impose sentence different than crown  | rr. 5.1-7 - 5.1-8 | 74-b/c-12 |
| Criminal Proceedings - threats to bring prosecution in other forum for civil benefit prohibited | r. 3.2-5 | 38-a/b-7 |
| Criminal Proceedings - Withdrawal - Adjournment (for cause other than non-payment) | r. 3.7-6, comment | 57-a-10 |
| Criminal Proceedings - Withdrawal - Permitted - required steps | r. 3.7-4, comment | 55-c/d-10 |
| Criminal proceedings - withdrawal- inform court | r. 3.7-4, comment | 56-d-10 |
| Criminal proceedings - withdrawal - Insufficient interval - with permission of court (for adequate cause other than non-payment) | r. 3.7-6, comment | 57-a-10 |
| Criminal Proceedings - Withdrawal - Not permitted- insufficient time | r. 3.7-5 | 56-d-10 / 57-a-10 |
| Criminal Proceedings - Withdrawal - Permitted - Non-payment or Adequate cause - only if no serious prejudice results | r. 3.7-4, comment | 56-c-10 |
| Criminal proceedings - withdrawal - Permitted - sufficient interval between withdrawal and trial | r. 3.7-4  | 56-b/c-10 |
| Criminal proceedings - withdrawal - SEE ALSO: Withdrawal - Criminal Proceedings | rr. 3.7-4 - 3.7-6 | 56-b/c-10 |
| Criminal proceedings - withdrawal- depends on |  | 56-b/c-10 |
| Criminal proceedings - withdrawal- permission from judge- other than non-payment | r. 3.7-6, comment | 57-a-10 |
| Criticism of fellow lawyers, tribunals, system, judges - public statements & media appearances | s. 7.5 | 65-b/c-11 |
| Current client - conflict of interest |  r. 3.4-1 - 3.4-3, comment | 26-d-6 / 27-a/b-6 |
| **D** |  |  |
| Deception, by client - Optional Withdrawal - Serious loss of confidence | r. 3.7-2comment | 55-d/56-a-10 |
| Declining a Matter - at screening stage  |  | 49-d-9 |
| Deemed Consent - Conflict of Interest - Mortgage and Loan transaction - lender is a financial institution  | r. 3.4-16 | 29-b/c-6 |
| Deemed Consent - Mortgage and Loan transaction - lending client is a financial institution | r. 3.4-16 | 29-b/c-6 |
| Defence Counsel - confessions | r. 5.1-1 comment | 68-b-12 |
| Defence Counsel - duties | r. 5.1-1 comment | 68-b-12 |
| Defend against allegations - disclose confidential info | r. 3.3-4 | 21-c/d-5 |
| Delay - advocacy strategy - avoid | r. 5.1-1comment | 68-a-12 |
| Delegation - affiliations |   | 84-b/c-13 |
| Determining Who is the client -importance of - See Client | By-Law 7.1-8  | 9-b/c-3 |
| Developing theory of the case - assess strengths of opponents case |  | 67-c-12 |
| Developing theory of the case - consider remedies |  | 67-c-12 |
| Developing theory of the case - goal |  | 67-a/b-12 |
| Developing theory of the case - Re-evaluate when new info comes |  | 67-c/d-12 |
| Developing theory of the case - SEE THEORY OF THE CASE |  | 67-b/c/d-12 |
| Developing theory of the case- Conduct legal research |  | 67-b-12 |
| Developing theory of the case- Definition |  | 67-a-12 |
| Developing theory of the case- general |  | 67-a-12 |
| Developing theory of the case- investigate the facts |  | 67-b-12 |
| Developing theory of the case- lawyer’s role as advocate |  | 67-a/b-12 |
| Developing theory of the case- steps to help |  | 67-b/c-12 |
| Developing theory of the case-consider and anticipate contrary evidence |  | 67-c-12 |
| Developing theory of the case-identify evidence available on each legal issue |  | 67-b-12 |
| DHC - Discrimination and Harassment Counsel - free service to public |  | 7-c-2 |
| Difficult Client - indicators  |   | 52-c/d-9 |
| Difficult Client - may not be sufficient reason for withdrawal |  Section 3.7 | 52-d-9 |
| Diminished capacity - authorized representative - determine who is client - potential joint client | r. 3.2-9 | 11-a-3 |
| Diminished capacity - Special advising obligations | r. 3.2-9 | 38-d-7 |
| Disabled Client - Client Communication |  | 53-a/c-9 |
| Disabled Client - Contingency fee - special obligation |  | 47-c-8 |
| Disabled Client - maintain normal relationship as far as reasonably possible |  | 38-d-7 |
| Disabled Client - Special advising obligations | r. 3.2-9 | 38-d-7 |
| Disbursement - changes in estimate |   | 44-d-8 |
| Disbursement - Definition |   | 43-d-8 |
| Disbursement - disputed - what to do |   | 45-c-8 |
| Disbursement - examples |   | 44-a-8 |
| Disbursement - fair and reasonable - factors (see commentary)  | rr. 3.6-1 - 3.6-1.1 commentaries | 44-a/b -8 |
| Disbursement - No profit allowed |   | 43-d-844-a-8 |
| Disbursement - right to assessment under Solicitors act | r. 3.6-3comment | 45-c-8 |
| Disbursement - Settlement Funds |  | 45-b-8 |
| Disbursement - standard of fair and reasonable- considerations  | rr. 3.6-1 -3.6-44.1-1 commentaries | 44-a/b-8 |
| Disbursement - Timely disclosure | r. 3.6-1 commentary | 44-c-8 |
| Disbursement - Trust Account - Payment out of - conditions | r. 3.6-10  | 45-d-846-a-8 |
| Disbursement - written confirmation | r. 3.6-1.1 comment  | 45-a/b-8 |
| Disbursements- Money retainer- Contingency fee- writing requirement | r. 3.6-2, comment | 47-a-8 |
| Disciplinary authority of LSUC - scope / grounds | r. 1.1-1, 2.1-1 | 60-c/d-11 |
| Disciplinary Suspension - definite or indefinite time period |   | 3-d-1 |
| Discipline - conduct unbecoming of a lawyer | r. 1.1-1Section 7.8.2 | 60-d-11 |
| Discipline - Conduct Unbecoming of a lawyer - definition and examples |  | 60-d-11 |
| Discipline - Failure to Report Misconduct | r. 7.1-3 | 61-c-11 |
| Discipline - failure to respond promptly to Law Society | r. 7.1-1 | 59-b-11  |
| Discipline - matter of public record |  | 3-c/d-1 |
| Discipline - possible consequences |   | 3-b/c-11 |
| Discipline - Professional Misconduct - Definition and examples | r. 1.1-1Section 7.8.2 | 60-c/d-11 |
| Discipline - suspension | rr. 7.6-1.2 - 7.6-1.4;By-laws 7.1, 9 | 3-d-1 / 4-a/c-1 |
| Discipline, Investigations, and Complaints |   | 3-b/c-1 |
| Disclose- Errors and omissions | r. 5.1-4comment | 62-b/c/d-11 |
| Disclosure - borrower & lender- material info | r. 3.4-15, comment | 29-b-6 |
| Disclosure - Client authorization required - Reporting lawyer misconduct | r. 7.1-3, comment | 22-d-5 / 23-a-5 |
| Disclosure - Client is organization |  | 22-b/c-5 |
| Disclosure - confidential information - client authorized OR without authorization if: - legally required - prevent harm - establish or collect fees | rr. 3.3-13.3- 3, 3.3- 4,3.3- 53.3- 6 | 19-d-5;20-b/c/d-5;21-c-5; |
| Disclosure - defence against allegations (permitted) | r. 3.3-4 | 21-c/d-5 |
| Disclosure - Fees - Hidden fees/payments | r. 3.6-1.1 comment | 44-d-8 |
| Disclosure - for lawyer to seek legal advice | r. 3.3-6 | 22-a-5 |
| Disclosure - joint retainer | rr. 3.4-5 - 3.4-9 | 10-d-3 |
| Disclosure - Justified Disclosure - where NO obligation to disclose exists - process | r. 3.3-1.1 | 20-d-5 / 21-a-5 |
| Disclosure - Justified Disclosure - where obligation to disclose DOES exist - process | r. 3.3-1.1 | 20-c/d-5 |
| Disclosure - Justified Disclosure (required) | r. 3.3-1.1 | 20-c/d-5 |
| Disclosure - justified or permitted - no more than necessary | r. 3.3-3 | 20-c-5;21-c/d-5 |
| Disclosure - justified or permitted - without client authority - summary |  | 20-b-5 |
| Disclosure - Law Reform - Disclose interest being advanced |  | 65-d-11 |
| Disclosure - Literary Works | r. 3.3-1, comment | 23-a-5 |
| Disclosure - Misconduct of other lawyers or paralegal | r. 7.1-3, comment | 22-d-5 / 23-a-5 |
| Disclosure - Mortgage and Loan - Joint retainer - Material info |  | 28-d-6 |
| Disclosure - Mortgage and Loan transaction - lawyer | rr. 3.4-34 -3.4-34.3 | 32-c/d-6 |
| Disclosure - NO obligation to disclose exists - process of not disclosing | r. 3.3-1.1 | 20-d-5;21-a-5 |
| Disclosure - permitted - between lawyers/firms - as reasonably necessary to detect and resolve conflicts of interest | 3.3-7 | 22-a/b-5 |
| Disclosure - permitted - between lawyers/firms - in cases of,* Mergers
* Firm associations
* Practice purchase
* Employment change
* Composition or firm ownership change
 | 3.3-7 | 22-a/b-5 |
| Disclosure - permitted - between lawyers/firms - manner consistent with* Transfer lawyer/firm obligations
* Protect client confidentiality and privilege
* Avoid client prejudice
 | 3.3-7 | 22-b-5 |
| Disclosure - permitted - between lawyers/firms - substantive discussions, after | 3.3-7 | 22-a/b-5 |
| Disclosure - personal or business relationship w/ tribunal member/judge | rr. 5.1-2(c)&(d) | 69-a/b-12 |
| Disclosure - Prevent Death or serious bodily Harm - permitted—limitations  | r. 3.3-3 | 21-c-5 |
| Disclosure - Prevent imminent / serious harm (permitted) | r. 3.3-3 | 21-a-5 |
| Disclosure - Prevent imminent / serious harm (permitted) - reasonable person standard | r. 3.3-3 | 21-a/b-5 |
| Disclosure - prohibited - between lawyers/firms - where disclosure* Compromise privilege
* Prejudice client
 | 3.3-7commentary | 22-b-5 |
| Disclosure - Prohibited use of client information | r. 3.3-1, comment | 23-a-5 |
| Disclosure - Public conversations and discussions | r. 3.3-1 comment | 23-c-5 |
| Disclosure - reasonable belief of dangerous situation at Court facilities |  r. 5.6-3 | 22-d-5 |
| Disclosure - Risk of imminent death or serious bodily harm—factors to consider | r. 3.3-3 | 21-a/b-5 |
| Disclosure - Risk of serious psychological harm | r. 3.3-3 | 21-a-5 |
| Disclosure - titlePlus - Lawpro |  | 39-c/d-7 |
| Disclosure - to establish or collect fees - permitted | r. 3.3-5 | 21-d-5 |
| Disclosure - Use of Client Information- literary works | r. 3.3-1, comment | 23-c-5 |
| Disclosure - Use of Client Information- literary works—not dependent on length of time since retainer ended | r. 3.3-1, comment | 23-c-5 |
| Disclosure - Whistle blowing | rr. 3.2-8; 3.3-3 | 22-b/c-5 |
| Disclosure - without client authorization - summary |  | 20-b-5 |
| Disclosure- Fees- Securing Payment- Other than Retainer | r 3.4-29 | 47-d-8 |
| Discovery Obligations - Client abuses discovery - Lawyer must withdraw | r. 5.1-3.1 | 74-b-12 |
| Discovery Obligations - lawyer as advocate - explain full disclosure oblig  | r. 5.1-3.1 | 74-a-12 |
| Discovery Obligations - Frivolous or vexatious abuse prohibited | r. 5.1-3.1 | 74-b-12 |
| Discrimination - “adverse effect”  | r. 6.3.1-1 (comment 11) | 6-b-2 |
| Discrimination - Definition | r. 6.3.1 | 6-a/b-2 |
| Discrimination - duty to Accommodate - process and scope | r. 6.3.1 | 6-b-2 |
| Discrimination - employment practices | r. 6.3.1 | 6-a-2 |
| Discrimination - impact of/adverse effects | r. 6.3.1 | 6-b-2 |
| Discrimination and harassment  | rr. 6.3.1- 6.3.1-3 | 6-a/b/c-2 |
| Discrimination and Harassment Counsel |   | 7-c-2 |
| Discrimination and Harassment Counsel - services offered |   | 7-c-2 |
| Discussion of client matter in public - if client cannot be identified | r. 3.3-1 comment | 23-c-5 |
| Discussion of client matters in public- even if client cannot be identified (don’t!) | r. 3.3-1 comment | 23-c-5 |
| Disengagement - Limited grounds for lawyer to withdraw |  | 51-b-9 |
| Disengagement - no right of lawyer to terminate at will, mandatory and discretion grounds (SEE ALSO: Withdrawal) |  | 51-b-9 |
| Disengagement - right of client to terminate at will |  | 51-b-9 |
| Disengagement Letter - Confirm Receipt (registered mail or client signature) |   | 51-d-9 |
| Disengagement Letter - Contents- Completion |   | 51-b/c-9 |
| Disengagement Stage - Early termination |   | 51-d-9 |
| Disengagement Stage - end of matter - Disengagement letter |   | 51-b/c-9 |
| Disengagement Stage - Limited Scope Services |   | 51-c/d-9 |
| Disengagement Stage - Matter complete - Contents of disengagement letter |  | 51-b/c-9 |
| Disengagement Stage - Withdrawal - Disengagement letter mandatory | 3.7-9 | 51-b/c-9 |
| Dishonest client - Duty when advising | r. 3.2-7 - 3.2-8 | 38-b-7 |
| Dishonest client - organization | rr. 3.2-7, 3.2-8 | 38-b/c-7 |
| Dishonest Conduct - Tribunal - Lawyer may not engage in | rr. 5.1-1commentrr. 5.1-2(b)(e)(g) | 69-b/c-12 |
| Dispute - Statement of Account - fees | r. 3.6-3 | 45-c-8 |
| Dissolution of a law firm - withdrawal | rr. 3.7-8, 3.7-9 comment | 55-c/d-10 |
| Diversity - professionalism - special responsibility | r. 2.1-1 | 5-a-2 |
| Division of Fees - SEE: Fee Splitting | r. 3.6-5 - 3.6-7 | 46-a/b/c-8 |
| Do not leave client documents on receptionists desk in plain view | r. 3.3-1 comment | 23-c-5 |
| Docketing Systems - Computerized |   | 81-a-13 |
| Docketing Systems - Manual |   | 80-d-13 / 81-a-13 |
| Docketing Systems - purpose and considerations |  | 80-d-13 / 81-a-13 |
| Document registration Agreement (e-reg) - DRA = undertaking | r. 7.2-11comment | 64-c-11 |
| Draft contract- mediator | S. 5.7comment | 66-b/c-11 |
| Drugs - May not appear under the influence in Tribunal (really?) | r. 5.1-2(p) | 69-d-12 |
| Duplicate Cash Receipt - Sample |   | 108-14 |
| Duplicate Cash Receipts Book - See Record Keeping - Duplicate Cash Receipts Book |   | 101-c/d-14 / 102-a-14 |
| Duties- Sympathetic witnesses | r. 5.4-2(a)(a.2)(b) | 71-c/d-12Chart, p. 72-73 |
| Duties to Clients- general * Competence
* Safeguard confidential info
* Avoid conflicts of interest
* Provide fair and reasonable fees
* Withdraw from representation under certain circs
* Manage client relationship through proper communication
 |   | 37-c-7 |
| Duties- unsympathetic witnesses | r. 5.4-2 | 72-a/c-12Chart, p. 72-73 |
| Duty - French language client - inform client of language rights | r. 3.2-2A - 3.2-2Bcommentary | 40-b-7 |
| Duty - ADR - should consider | r. 3.2-4 | 38-a-7 |
| Duty - Advancement of the legal profession - uphold standards and advance goals | r. 2.1-2 | 5-c-2 |
| Duty - Advocacy | Section 5.1-1, 5.1-3, 5.1-4, 5.1-6 | 67-d-12 / 68-a-12 |
| Duty - Advocacy - balance duty to client with duty to tribunal and admin of justice | Section 5.1-1, 5.1-3, 5.1-4, 5.1-6 | 67-d-12 |
| Duty - Appropriately Advise client | r. 3.2 | 37-c-7 |
| Duty - Avoid conflict of interest | r. 3.4-1, comment | 25-d-6 |
| Duty - Balancing competing duties (step 5) |   | 3-a-1 |
| Duty - Cannot accept illegal funds | r. 3.2-7 - 3.2-8 | 38-b-7 |
| Duty - Cannot hold evidence of a crime | r. 3.2-7 | 70-a-12 |
| Duty - Cannot hold stolen property | r. 3.2-7 - 3.2-8 | 38-b-7 |
| Duty - Cannot knowingly assist in or encourage dishonesty, fraud, crime, illegal conduct (wrongful conduct) by client | r. 3.2-7 - 3.2-8 | 38-b-7 |
| Duty - Cannot Threaten criminal proceedings to achieve civil advantage | r. 3.2-5 | 38-a/b-7 |
| Duty - client identification and verification | By-Law 7.1, Part III | 12-b/c/d-3 / 13-a/b/c-3 |
| Duty - Client Money | By-law 9 | 41-c-7 |
| Duty - Client Property - SEE Client Property | By-law 9  | 40-d-7 / 41-a/b-7 |
| Duty - communicate with clients in a timely and effective manner appropriate to age and abilities of client |  | 53-a/c-9 |
| Duty - communication - provide same level of service, regardless of ability |  | 53-a/c-9 |
| Duty - Competence | rr. 3.1-1 - 3.1-2, 3.7-7 | 15-a/b-4 |
| Duty - Competence - Quality of service exceeds duty of competence | r. 3.2-1 | 17-a/c-4 |
| Duty - Competence - Read in conjunction with Quality of Service Rule | r. 3.2-1 | 17-a/c-4 |
| Duty - Compromise - Duty to encourage | r. 3.2-4 | 38-a-7 |
| Duty - Confidentiality | r. 3.3-1 | 19-b/c-5 |
| Duty - Court Process - Also SEE Tribunal Process | rr. 3.2-5-5.1; 5.1-1; 5.1-2; comment | 68-d-12 / 69-a/b-12 |
| Duty - Courtesy & Civility - Applies to all forms of communication | r. 7.2-4 - 7.2-5 | 63-b-11 |
| Duty - Courtesy and Good Faith  | r. 7.2-1r. 5.1-5 | 5-b/c-2 |
| Duty - Defence Counsel - Confessions | r. 5.1-1 comment | 68-b-12 |
| Duty - discrimination and harassment - no denial of service or inferior service | rr. 6.3.1- 6.3.1-3 | 6-a/b-2 |
| Duty - dishonest conduct / misstating | rr. 5.1-1commentrr. 5.2-2(b,e,g) | 69-c/d-12 |
| Duty - Encourage client to report misconduct | rr. 7.1-4 - 7.1-4.3 | 61-c/d-11 |
| Duty - Encourage respect for Administration of justice | r. 5.6-1; 7.2-1comment | 66-a-11 |
| Duty - Financial obligations - must meet obligations incurred on behalf of client | r. 7.1-2comment | 64-d-11 |
| Duty - Integrity, civility, courtesy | rr. 2.1-1; 5.1-5; 7.2-1  | 5-a/b-2 |
| Duty - joint retainer - see Joint retainer | 3.4-5 - 3.4-9 | 10-c/d-3 |
| Duty - Know the law and applicable procedures | r. 3.1-1 (g) | 17-a-4 |
| Duty - loyalty - conflict of interest - opposing parties - cannot represent opposing parties | 3.4-1; 3.4-3; commentary | 26-d-6 |
| Duty - Loyalty - SEE CONFLICT OF INTEREST |  |  |
| Duty - Loyalty - source of rules on conflict of interest | r. 3.4 | 25-a-6 |
| Duty - Manage client property - SEE Client Property |  | 40-d-7 |
| Duty - Multi-Discipline practices (MDP) - ensure non-licensees comply w/ rules | Section 7.8.1 | 65-c/d-11 |
| Duty - Non-licensees - lawyer must ensure they comply with Rules and ethical principles | Section 7.8.1 | 65-c/d-11 |
| Duty - not to hire former lawyer or paralegal | r. 7.6-1.1 | 59-d-11 / 60-a-11 |
| Duty - Not to mislead tribunal  | rr. 5.1-2(e)(f)(h)(i)&(l) | 68-d-12 / 69-a-12 |
| Duty - of Confidentiality - Perpetual duty |  | 19-d-5 |
| Duty - prevent unauthorized practice  | r. 7.6-1.1 | 60-a-11 |
| Duty - Prosecutor - to public and administration of justice | r. 5.1-3comment | 68-b-12 |
| Duty - prospective client |   | 9-b/c-3 |
| Duty - Quality of Service - Courteous, thorough, prompt | r. 3.2-1 | 17-a/c-4; |
| Duty - report misconduct by licensee/other lawyers or paralegals | r. 7.1-3, comment | 22-d-5 / 23-a-5 |
| Duty - Reporting on mortgage transactions - time limit | rr. 3.2-9.8 - 3.2-9.9 | 39-d-7 |
| Duty - Security of court facilities | r. 5.6-3comment | 66-b-11 |
| Duty - service to client - responsibility to be competent -  - maintain confidentiality - avoid conflicts of interest - continue to represent / not withdraw- duties related to fees, billing and handling money |  | 9-a-3 |
| Duty - Settlement - Duty to encourage | r. 3.2-4 | 38-a-7 |
| Duty - Settlement - Must present all offers to client | r. 3.2-4 | 38-a-7 |
| Duty - Successor lawyer | r. 3.7-10 comment | 58-d-10 |
| Duty - Title insurance and Conveyancing | rr. 3.2-9.4-3.2-9.7 | 39-c/d-7 |
| Duty - to Accommodate | r. 6.3.1-1 (comment 12) | 6-a/b-2 |
| Duty - to Administration of Justice * Encourage respect for admin of justice
* Disclose interest being advanced
* Maintain court security
* Remain neutral as mediator

Preserve impartiality as former judge |  | 65-d-11 |
| Duty - to be Professional | rr. 2.1-1 - 2.1-2 | 5-a-2 |
| Duty - to Client - Honesty and Candour | r. 3.2-2 | 37-d-7 |
| Duty - to Client (additional)* Appropriately advise
* Special duties related to title insurance and mortgage transactions
* Protect client funds and property
 |  | 37-d-7 |
| Duty - to Law Society - Assist in preventing unauthorized practice | r. 7.6-1comment | 59-c/d -11 |
| Duty - to Law Society - list |  | 57-a-11 |
| Duty - to Law Society - not to hire former lawyer or paralegal | r. 7.6-1.1comment | 59-d-11 / 60-a-11 |
| Duty - to Law Society - Respond promptly and completely | r. 7.1-1 | 59-b-11 |
| Duty - to LawPRO | Section 7.8 | 62-c-11 |
| Duty - to Lawyers and others* courtesy and good faith
* communications with others
* communications with represented persons
* undertakings and professional promises
* financial obligations
 |  | 62-d-11 |
| Duty - to Liability Insurer - reporting errors and omissions, claims of prof negligence | Section 7.8 | 62-b-11 |
| Duty - To report errors and omissions to LawPRO | Section 7.8 | 62-c-11 |
| Duty - to report misconduct, incl:* inappropriate use of trust $
* abandonment of law practice
* involvement in serious criminal activity
* mental instability
* situation that could seriously prejudice client
 | r. 7.1-3 | 61-b/c-11 |
| Duty - Tribunal Process - Also SEE: Tribunal Process | rr. 3.2-5-5.1; 5.1-2(a)(n) comment | 68-c/d-12 |
| Duty - Undertakings - SEE Undertakings | r. 7.2-11comment5.1-6 | 64-b/c-11 |
| Duty - Unrepresented Parties  | r. 7.2-9 | 12-a-3; |
| Duty - Uphold integrity of profession - Outside interests | rr. 2.1-1; 2.1-2 | 64-d-11 |
| Duty - Uphold integrity of Profession - Public appearances and statements | rr. 2.1-1; 2.1-2 | 65-a-11; 65-b/c-11 |
| Duty - Uphold integrity of profession - Public Office | rr. 2.1-1; 2.1-2 | 65-a-11 |
| Duty - Uphold Integrity of the Profession  | rr. 2.1-1 - 2.1-2 | 64-d-11 / 65-a-11 |
| Duty - Withdrawal, steps to take | rr. 3.7-4 | 56-c/d-10 |
| Duty- Discovery: See also Discovery | r. 5.1-3.1 | 74-a/b-12 |
| Duty- Inform client -French language - Use of French and English in court- Constitution act 19(1) | r. 3.2-2A; 3.2-2Bcommentary | 40-b-7 |
| Duty- Inform client- French language- Right to criminal trial in French- Criminal code s 530 | r. 3.2-2A; 3.2-2Bcommentary | 40-b-7 |
| Duty- Juror- Cannot encourage improper conduct |  | 73-b-12 |
| Duty- Lawyer as a witness withdraw  | Section 5.2 | 73-d-12 / 74-a-12 |
| Duty- no indirect influence | rr. 5.1-2(c)&(d) | 69-a/b-12 |
| Duty- not to work with former lawyer- purpose | r. 7.6-1By-law 4 | 59-c/d-11 |
| Duty of Loyalty - conflict of interest |  r. 3.4-1, comment | 25-d-6 / 26-a-6 |
| Duty of loyalty - conflict of interest - opposing parties - cannot represent opposing parties | 3.4-1; 3.4-3; commentary | 26-d-6 |
| Duty of loyalty - SEE ACTING DIRECTLY ADVERSE TO IMMEDIATE LEGAL INTERESTS OF CURRENT CLIENT | 3.4-1; 3.4-3; commentary | 27-a-6 |
| Duty owed to others- law society- list |  | 59-a/b-11 |
| Duty- Public appearances and statements- no prejudice to any party | Section 7.5 | 65-b/c-11 |
| Duty- Report- Own misconduct |  | 61-c-11 |
| Duty to advise- further money retainer required |  | 43-d-8 |
| Duty to legal profession -general |  | 61-a-11 |
| Duty to others- Law Society- respond promptly and completely  | r. 7.1-1 | 59-b-11 |
| Duty to Others- Suspension/ restriction- not to practice law |  rr. 7.6-1.2 - 7.6-1.4By-law 7.1 part IIBy-law 9 part II.1 | 60-b-11 |
| Duty to report - charges laid against lawyer  |  | 61-d-11 / 62-a/b-11 |
| Duty to withdraw - Joint retainer - conflict |  | 10-d-3 / 11-a-3 |
| Duty When Advising Client |  | 37-c/d-7 |
| Duty When Advising Client - Honesty and Candour | r. 3.2-2 | 37-d-7 |
| Duty -Witnesses  | rr. 5.1-2(j,km,o) & 5.3-1 | 69-c-12 |
| Duty-Guilty pleas: See Criminal Procedure  | rr. 5.1-7-5.1-8 | 74-b/c/d-12 |
| Duty-Prohibited conduct - courtesy & good faith: Refrain from* sharp practices
* taking unfair advantage of mistakes
* denying reasonable requests
* unfounded criticism
* using recording device without permission
 | rr. 7.2-1 - 7.2-3 | 62-d-11 / 63-a-11 |
| **E** |  |  |
| Earmarked funds - Trust Account | r. 3.6-10By-Law 9 | 45-d-8 / 46-a-8 |
| Effective management - Practice management - Competence (staff, time, finances, client information) |  | 16-d-4 |
| Electronic Media |   | 81-b/c-13 |
| Electronic Trust Transfer Requisition Form - Trust Disbursements Journal |  | 99-a/b-14 |
| Electronic Trust Transfer Requisition Form (Form 9A) - Sample |   | 109-14 |
| Employees - confidentiality - lawyer responsible |  | 20-a-5 |
| Encourage Respect for Administration of Justice | r. 5.6-1; 7.2-1comment | 66-a-11 |
| Engagement - Limited Scope Retainer | rr. 3.2-1A; 3.2-1A.2 | 11-d-3 |
| Engagement Letter - 2 basic terms (scope & costs) |  | 50-b-9 |
| Engagement Letter - contents |   | 50-b/c/d-9 |
| Engagement Letter - Include conditions for Withdrawal |   | 50-c-9 |
| Engagement letter- set out factors for withdrawal |  | 50-c-9 |
| Engagement letter should stipulate relationship does not begin until signed/returned and retainer paid (exceptions: limited scope retainer, summary advice) |  | 50-d-9 |
| Engagement Stage - Confirm in writing |   | 50-b-9 |
| Equity Initiative - model policies - employment and service provision |   | 6-d-2 / 7-a-2 |
| Equity Initiative - training sessions |  | 6-d-2 / 7-a/c-2 |
| e-reg™ - undertakings - real estate - document registration agreement (DRA) | r. 7.2-11comment | 64-c-11 |
| Error by lawyer - Lawyer’s obligations/steps to take | r 7.8 | 40-a-7 |
| Error by lawyer - not correctable | Section 7.8 | 40-a-7 |
| Error by lawyer - Notify client promptly | r 7.8 | 40-a-7 |
| Error by lawyer - potential conflict of interest - withdraw | Section 7.8 | 40-a-7 |
| Error by lawyer - Professional Liability Insurer - must notify | r 7.8 | 40-a/b-7 |
| Error by lawyer - withdrawal | r 7.8 | 40-a-7 |
| Error by lawyer- Client should get Independent Legal Advice | r 7.8 | 40-a-7 |
| Errors & Omissions - disclosure - general reporting requirements | Section 7.8 | 62-b/c-11 |
| Errors & omissions - notice to insurer (LawPRO) (subject to confidentiality rules) | Section 7.8 | 62-c/d-11 |
| Errors and Omissions | Section 7.8 | 40-a-7 |
| Errors and Omissions - Reporting to LawPRO/liability insurer | Section 7.8 | 62-c/d-11 |
| Errors and Omissions- Duty to disclose  | r. 5.1-1, 5.1-3, 5.1-5, 5.1-6comment | 68-a-12 |
| Essential terms of engagement - scope & costs |   | 50-a/b-10 |
| Estate Law - Conflict of Interest | rr. 3.4-37 - 3.4-38 | 34-b/c-6 |
| Ethical Conflict - Guidelines to resolve |   | 2-d-1 / 3-a-1 |
| Ethical problem or question - steps in applying rules |  | 2-d-1 / 3-a-1 |
| Evidence - incriminating - prohibition from counselling or participating in concealment, destruction, or alteration of incriminating physical evidence SEE TRIBUNAL PROCESS | 5.1-2A | 69-d-12; 70-a/b/c-12 |
| Evidence (oral)- Lawyer not to interfere with | r. 5.4-2 | 71-a/b-12 |
| Evidence of a crime - cannot hold | r. 3.2-7 | 70-a-12 |
| Expert report - See Medical Legal Report  | r. 3.2-9.1 - 3.2-9.3 | 39-a/b-7 |
| Express consent - Disclosure of confidential info | r. 3.3-1, commentary | 20-a/b-5 |
| **F** |  |  |
| Failure to accommodate - discrimination  | r. 6.3.1-1 (comment 12) | 6-b-2 |
| Fair and Reasonable - contingency fee - factors to consider |  r. 3.6-2, comment 1 | 47-a-8 |
| Fair and Reasonable - Fees - factors to consider in determining (mandatory) | rr. 3.6-1 - 3.6-1.1 + comment 1 | 44-a/b-8 |
| Fair trial on the merits- Prosecutor- duty | r. 5.1-3Comment 1 | 68-b-12 |
| False evidence and affidavits - Lawyer may not offer | rr. 5.1-2(e) | 69-a-12 |
| False testimony - Lawyer may not allow | rr. 5.1-2(k) | 69-a/b-12 |
| Family law - contingency fees NOT allowed |  r. 3.6-2,  | 47-a-8 |
| Fee Splitting - Consent of client mandatory | rr. 3.6-5 - 3.6-6 | 46-b-8 |
| Fee Splitting - definition  | r. 3.6-5  | 46-a/b-8 |
| Fee Splitting - division with lawyers / paralegals (not at same firm)- conditions | r. 3.6-5 | 46-b-8 |
| Fee Splitting - multi discipline practice and interprovincial firms | r. 3.6-8 | 46-c/d-8 |
| Fee Splitting - non-licensees - exceptions to restriction - multi-discipline partnership and interprovincial law firm | r. 3.6-8 | 46-c/d-8 |
| Fee splitting - non-licensees - prohibited  | r. 3.6-7 | 46-c-8 |
| Fee splitting - Referral Fees - Consent of client mandatory | rr. 3.6-5 - 3.6-6 | 46-b-8 |
| Fee splitting - referrals fees - NOT TO non-licensees (FROM is ok) | r. 3.6-5, 3.6-7 | 46-c-8 |
| Fee Splitting - referrals fees - requirements | r. 3.6-5 | 46-b-8 |
| Fee Splitting - restrictions | r. 3.6-7 | 46-c-8 |
| Fee Splitting - restrictions - exceptions | r. 3.6-8 | 46-c/d-8 |
| Fee Splitting - sale of law practice | r. 3.6-7 comment 1a | 46-b-8 |
| Fee Splitting - Title insurer - CANNOT receive money from a title insurer | r. 3.2-9.5 | 46-c-8 |
| Fees - advertising | r. 4.2-2 | 76-a/b-13 |
| Fees - changes in estimate | r. 3.6-1 comment 4 | 44-c/d-8 |
| Fees - Contingency Fee Agreement |  r. 3.6-2, comment 1 | 46-d-847-a-8 |
| Fees - Costs award - Contingency fee - Payment to lawyer requires judicial approval |  r. 3.6-2, comment 1 | 47-b/c-8 |
| Fees - Disclosure to establish or collect (confidential info) |  r. 3.3-5 | 21-d-5 |
| Fees - disputed - what to do |  | 45-c-8 |
| Fees - Fees Book- Sample |   | 103--14 |
| Fees - Hidden fees - examples |  | 44-d-845-a-8 |
| Fees - Hidden fees - prohibited from withholding financial information from client | r. 3.6-1.1 comment 2 | 44-d-8 |
| Fees - Interest - Overdue accounts | r. 3.6-1.1 | 45-a-8 |
| Fees - Lawyer’s right - Solicitor’s Act requirements |  Solicitors Act s. 2(1) | 45-c-8 |
| Fees - Pro Bono encouraged |  r. 4.1-1 + comment 2 | 44-b-8 |
| Fees - referrals - conditions and restrictions | rr. 3.6-6- 3.6-7(b) | 46-a/b-8 |
| Fees - right to assessment under Solicitor’s Act | r. 3.6-1.1Comment 4.1 | 45-a-8 |
| Fees - Securing Payment |  r 3.4-29 | 47-c/d-8 |
| Fees - Securing Payment - Charging Order- Solicitors Act 34 | Solicitors Act 34, r 3.4-29 | 47-d-8 |
| Fees - Securing Payment - Money retainer best option | r 3.4-29 | 47-c-8 |
| Fees - Securing Payment - Mortgage against property- Solicitors Act 35 |  Solicitors Act 35r 3.4-29 | 47-d-8 |
| Fees - Securing Payment - Other than Retainer |  r 3.4-29 | 47-c/d-8 |
| Fees - Securing Payment - Solicitor's Lien |  r 3.4-29 | 47-d-8 |
| Fees - Settlement Funds | By-law 9 | 45-b-8 |
| Fees - should provide initial estimate  | r. 3.6-1.1 comment 3 | 44-c-8 |
| Fees - statement of account - interim or final) | r. 3.6-3 | 45-b/c-8 |
| Fees - Timely disclosure provided to client - Duty | r. 3.6-1 | 44-c-8 |
| Fees - Trust Account - Payment out of - conditions | r. 3.6-10By-Law 9- part. IV | 45-d-846-a-8 |
| Fees - Types - hourly rate - block / fixed fee - fees by stages - contingency fees - r. 3.6-2 - pro bono - r. 4.1-1 |   | 43-d-8 |
| Fees - written confirmation | r. 3.6-1.1 comment 3 | 45-a/b-8 |
| Fees and disbursement division- joint retainers  | rr. 3.6-4 | 44-b-8 |
| Fees and Disbursements - general |   | 43-d-8 |
| Fees Book - contents |  | 98-a-8 |
| Fees Book - Sample |   | 103-14 |
| Fees Book - See Record Keeping - General Account - Fees Book | By-Law 9, Part V | 97-a/b-14 |
| Fees-Securing Payment- Other than Retainer- conflict disclosure | r 3.4-29 | 47-c/d-8 |
| Fiduciary - Definition - put client’s needs first | r. 3.4-1 comment 1 | 37-b-7 |
| Fiduciary - most important duties | r.  3.4-1 comment 2 | 37-c-7 |
| Fiduciary - standard of care |   | 37-b/c-7 |
| Fiduciary duty - Duty of Loyalty |  | 25-a/b-6 |
| Fiduciary- what is required as | r. 3.4-1 comment 2 | 37-b/c-7 |
| File - open a file after initial screening |   | 49-d-9 |
| File Management |   | 76-c/d-13 |
| File Management - accounting records - must be maintained - belong to lawyer | By-Law 9, Part V | 79-b-13 |
| File Management - closing files |   | 78-c/d-13 |
| File Management - closing files - destroying documents (see also Privacy - destruction of personal information) |   | 78-d-13 to 80-a-13; 88-a/c-13 |
| File Management - closing files - destroying file - considerations  |   | 79-a-13 |
| File Management - closing files - process |   | 78-c/d-13 79-a-13 |
| File Management - Conflict Checking (see conflict checking) | R3.4-(1)-(3) +commentary | 76-d-13; 77-a/b/c-13 |
| File Management - dated notations of all meetings, correspondence |   | 78-a/b-13 |
| File Management - documents belonging to client - must be returned |  | 78-d-13 |
| File Management - documents belonging to lawyer / law practice - examples |   | 79-a/b-13 |
| File Management - documents belonging to lawyer / law practice - TEST  |   | 79-a/b-13 |
| File Management - opening files |   | 77-d-13 |
| File Management - opening files - assign file name and number |  | 78-b-13 |
| File Management - opening files - notation of limitation periods |   | 78-a-13 |
| File Management - opening files - unnecessary to open - general inquiries, no confidential info |   | 77-d-13 |
| File Management - opening files - when required  |   | 77-d-13 78-a-13 |
| File Management - organization - by type of document |   | 78-b/c-13 |
| File Management - required systems | By-Law 7.1 | 76-c/d-13 |
| File Management - retaining documents |   | 79-a/b/c-13 |
| File Management - retaining documents - costs at lawyer's expense |   | 79-b-13 |
| File Management - retaining documents - examples of docs to keep - See also Privacy |  | 79-b-13 |
| File Management - retaining documents - purposes - client sues or complains |   | 79-c-13 |
| File Management - storage - active v. closed files - See also Privacy - retention and security of personal info |   | 78-c/d-13 87-c/d-13 |
| File Management - types of systems |   | 76-c/d-13 |
| Finances |   | 82-c-13 |
| Finances - financial obligations of operating law practice, examples |  | 83-b-13 |
| Finances - hold in trust fees for third party services | r. 7.1-2Comment 2 | 83-a-13 |
| Finances - interest - trust accounts - report to LSUC |  By-Law 8 | 83-c-13 |
| Finances - lawyers obligation to pay expenses  | r. 7.1-2comment | 82-d-1383-a-13 |
| Finances - must meet all obligations incurred “on behalf” of client | r. 7.1-2Comment 1 | 82-d-13 |
| Finances - operating a law practice - includes LSUC fees, liability insurance |   | 83-b-13 |
| Finances - Reporting requirements | By-Law 8 | 83-c-13 |
| Finances - taxes - report to LSUC |   | 83-c-13 |
| Finances - Third parties - lawyer withdraws or discharged | r. 7.1-2Comment 2 | 83-a/b-13 |
| Finances - Third parties - unexpected change in cost | r. 7.1-2Comment 2 | 83-a-13 |
| Finances - Third parties - hiring to help case & fees | r. 7.1-2Comment 2 | 82-d-13 83-a-13 |
| Finances - third party - should obtain client’s consent before retaining | R7.1-2Comment 2 | 82-d-13 |
| Finances - types of professional obligations |   | 82-a-13 |
| Financial Accounting Records- Client Money | By-Law 9- part V | 41-c/d-7 |
| Financial obligations - duty to meet obligations incurred on behalf of client | r. 7.1-2Comment 1 | 64-d-11 |
| Financial obligations - lawyer’s duty to profession and clients | r. 7.2-2Comment 1 | 64-d-11 |
| Firm - Confidentiality - owed by all lawyers and employees to all clients | r. 3.3-1 | 20-a-5 |
| Firm Client - duties owed by all lawyers | r. 1.1-1Def. of client | 10-b-3 |
| Former client - conflict of interest |  r. 3.4-1, comment 10 | 27-b-6 |
| Former client - conflict of interest - SEE ACTING AGAINST FORMER CLIENT | 3.4-10; 3.4-11; commentaries | 27-b/c/d-6 |
| Former client - SEE Acting against former client |  |  |
| Former client - transfers between firms - SEE Law firm - Transfers between |  rr. 3.4-17 - 3.4-23 +commentary | 30-d-631-a-6 |
| Former Judges- Return to practice | S. 7.7 | 66-d-11 |
| Former lawyers - cannot work with lawyers- purpose  | r. 7.6-1Comment 1 | 60-a-11 |
| Fraud - Client - Duty when advising | r. 3.2-7 | 37-c/d-7 |
| French - Clients - official language rights | r. 3.2-2A | 40-b-7 |
| Frivolous objections - Advocacy - avoid | r. 5.1-1Comment 8 | 68-a-12 |
| **G** |  |  |
| General account - no direct deposits of client money (must bill trust account first) |  | 90-b-14 |
| General Account - Record Keeping - lawyer must keep... | By-Law 9, Part V | 97-c/d-14 |
| General Account - Record Keeping -See Record Keeping - General Account | By-Law 9, Part V  | 97-c/d-14 |
| General Accounts |   | 90-b-14 |
| General Accounts - Can be a personal account but not recommended  | By-Law 9 | 90-b-14 |
| General accounts - deposit client payments | By-Law 9 | 90-c/d-14 |
| General Accounts - HST |   | 91-a-14 |
| General Accounts - Payments include rent, salaries, supplies, etc. |   | 90-d-14 |
| General Accounts - record deposits in *general receipts journal* - See also Record Keeping requirements |   | 90-c/d-14 97-a/b-14 |
| General Accounts - Withdrawals | By-Law 9 | 90-d-1491-a-14 |
| General Accounts - Withdrawals - general disbursements journal - See also Record keeping requirements | By-Law 9, Part V | 91-a-1497-d-1498-a-14 |
| General Cash Journal - See Record Keeping - General Account - General Cash Journal | By-Law 9, Part V | 97-c/d-14 |
| General Client Ledger - Sample |   | 104--14 |
| General Disbursement Journal - Sample |   | 103--14 |
| General Disbursements Journal - contents |  | 98-a-14 |
| General Disbursements Journal - See Record Keeping - General Account - General Disbursements Journal | By-Law 9, Part V | 97-d-1498-a-14 |
| General Receipts Journal - contents  |  | 97-d-14 |
| General Receipts Journal - Sample |   | 103--14 |
| General Receipts Journal - See Record Keeping - General Account - General Receipts Journal | By-Law 9, Part V | 97-d-14 |
| Gifts and Testamentary Instruments - conflict of interest | rr. 3.4-37 - 3.4-38 | 34-b-6 |
| Giving undertakings | r. 7.2-11 +commentary5.1-6 | 64-a/b-11 |
| Good cause - factors | r. 3.7-1 | 55-b-10 |
| Good Cause - Withdrawal - Factors | r. 3.7-1 | 55-b-10 |
| Good Character Hearings for candidates - Hearing Panel |  | 3-b/c-1 |
| Gossip - client information | r. 3.3-1 comment 8 | 23-c-5 |
| Government lawyers - transfer between departments - rules | r. 3.4-20Comment 2 | 31-a-6 |
| Grounds of discrimination / harassment | OHRC; r. 6.3.1-1  | 5-d-26-a-2 |
| Guarantees by lawyers - exceptions - guarantees ok if...  | rr. 3.4-35 - 3.4-36 | 33-a/b-6 |
| Guidelines - Transfers between law firms - insulating/screening transferring lawyer | r. 3.4-20 Comment 3 | 31-b/c-6 |
| Guilty Pleas - SEE: Criminal Proceedings - Guilty Pleas | rr. 5.1-7-5.1-8 | 74-b/c-12 |
| **H** |  |  |
| Harassment - Advocacy - avoid | r. 5.1-1 +commentary | 68-a-12 |
| Harassment - course of conduct/series | rr. 6.3-0  | 6-b-2 |
| Harassment - Definition | rr. 6.3-0 | 6-b-2 |
| Harassment - Discrimination and Harassment Counsel |   | 7-c-2 |
| Harassment - Law Society Equity Initiative - model policies |   | 6-d-27-a-2 |
| Harassment - sexual - Definition | rr. 6.3-0 | 6-b/c-2 |
| Harassment - single incident |  | 6-b-2 |
| Hearing Division - approval for working with unauthorized lawyers & paralegals | r. 7.6-1.1 | 59-d-11 / 60-a-11 |
| Hearing Panel - Complaints |   | 3-b-1 |
| Hidden Fees - SEE: Fees - Hidden fees |  |  |
| Honesty and Candour - Duty When Advising Client | r. 3.2-2 | 37-d-7 |
| Honesty and Candour - See Quality of Service to Client | r. 3.2-2 | 37-d-7 |
| Honour, integrity, civility - duty | rr. 2.1-1  | 5-b-2 |
| HST - payable by clients on lawyer's fees and some disbursements |   | 91-a-14 |
| HST - general bank accounts |   | 91-a-14 |
| HST - statement of account | r. 3.6-3 | 45-b/c-8 |
| HST - track HST receivable in the *fees book -* See also Record Keeping Requirements | By-Law 9, Part V,  | 91-a-14;97-b-14 |
| Human Rights Code - grounds of discrimination  | r. 6.3.1-1 | 5-d-26-a-2 |
| Human Rights Code - lawyer’s duties | rr. 6.3.1- 6.3.1-3 | 5-d-2 6-a/b-2 |
| **I** |  |  |
| Identification - always required, except in certain cases outlined in by-laws | By-Law 7.1, Part III- 22 | 12-b-3 |
| Identification - client & Third Party | By-Law 7.1, Part III- s. 23(1)(8) | 12-a/b-3 |
| Identification - Individual - types of info req’d | By-Law 7.1, Part III-23 | 12-c-3 |
| Identification - obligation to obtain docs relevant to ID/ keep records | By-Law 7.1, Part III- 23 | 12-b-3 |
| Identification - Organization - types of info req’d - add’l info if not a financial institution/ govt /public company | By-Law 7.1, Part III-23 | 12-c-3 |
| Identification - records - must be kept - time | By-Law 7.1, Part III-s.23 (13),(14) | 13-c/d-3 |
| Identification - Verification - See Verification | By-Law 7.1, Part III-23 | 12-c/d-3 |
| Identification - Withdrawal - May trigger obligation to withdraw | By-Law 7.1, Part III-s.26, 27 | 13-d-3 |
| Identification of client - definition | By-Law 7.1, Part III- s. 23 | 12-b-3 |
| Identity of client - confidential |  r. 3.3-1 comment 5 | 19-d-3 |
| Illegal funds - from client | r. 3.2-7 | 38-b-7 |
| Implementation Stage |   | 51-a/b-9 |
| Implied consent - Disclosure of confidential info | r. 3.3-1 | 20-a/b-5 |
| In House Counsel - duty of confidentiality | rr. 3.2-8; 3.3-3 | 22-b/c-5 |
| In House Counsel - Wrongful Conduct by organization | rr. 3.2-7, 3.2-8 | 38-c/d-7 |
| Incompetence - discovery of lack thereof-consult and collaborate | r. 3.1-2 comment 6 | 51-b-9 |
| Incompetence - impact on client | rr. 3.1-1 - 3.1-2 | 15-a-4 |
| Incompetence - obtain client’s informed consent to retain, consult, or collaborate with other lawyer | r. 3.1-2 comment 6 | 51-b-9 |
| Independent and impartial - Tribunal - Lawyer’s duty to ensure | rr. 5.1-2(c)&(d) | 69-a-12 |
| Independent Legal Advice - before joint retainer (suggest) | rr. 3.4-5 - 3.4-9 | 10-d-3 |
| Independent Legal Advice - Certificate - required for investment with client  | rr. 3.4, 32 | 32-a-6 |
| Independent Legal Advice - conflict of interest |   | 26-c/d-6 |
| Independent legal advice - Definition | r. 1.1 | 26-c/d-6 |
| Independent legal advice - Errors & omissions | Section 7.8 | 62-b/c-11 |
| Independent Legal Advisor - Definition | r. 1.1 | 26-c/d-6 |
| Independent Legal Representation - conflict of interest - continue acting despite conflict of interest |   | 26-c/d-6 |
| Independent Legal Representation - Definition | r. 1.1  | 26-c/d-6 |
| Independent Legal Representation - Mediator | r. 5.7-1 +commentary | 66-c-11 |
| Indictable Offence - Definition |   | 62-a-11 |
| Individual - Identification- types of info req’d | By-Law 7.1, Part III-23 | 12-b/c-3 |
| Individuals - Verification - examples of documentation | By-Law 7.1, Part III- 23(7) | 12-d-313-a/b-3 |
| Inferred consent - Disclosure of confidential info | r. 3.3-1 | 20-a/b-5 |
| Inferred consent—sometimes confirm disclosure with client |  | 20-b-5 |
| Influence tribunal - Do not | rr. 5.1-2(c)&(d) | 69-a/b-12 |
| Influence Witnesses - Don't | rr. 5.1-2(j,km,o) & 5.3-1 | 69-c/d-1270-d-12 |
| Influencing - Tribunals - Lawyer may not | rr. 5.1-2(c)&(d) | 69-a/b-12 |
| Informed consent - conflict of interest- definition / process | r. 3.4-2, commentary | 26-a/b/c-6 |
| Initial contact - lawyer client relationship |   | 9-b/c-3 |
| Initial Screening Stage - SEE: Screening Stage | By-Law 7.1, Part III, | 49-a/b/c-9 |
| Insurer - Lawyers Professional Indemnity Company (LawPRO) | Section 7.8 | 62-c-11 |
| Insurer - Professional liability - Errors & omissions - reporting / indemnification | Section 7.8 | 62-c-11 |
| Insurer - Title - referral fee prohibited | r. 3.2-9.5 | 46-c-8 |
| Integrity - Chapter 2 of Rules |  | 2-b-1 |
| Integrity of the profession - Duty to uphold | rr. 2.1-1 - 2.1-2 | 64-d-1165-a-11 |
| Integrity, civility, honour - duty | rr. 2.1-1  | 5-a/b-2 |
| Intellectual capacity - judgment | r. 3.1-1 (f) | 16-a-4 |
| Interest - account to Law Foundation |   | 81-c-13 |
| Interest - outstanding fees & disbursements - Requirements | r. 3.6-1.1 | 45-a-8 |
| Interest - Overdue accounts - Must disclose in writing the potential for interest, rate and when it applies | r. 3.6-1.1 | 45-a-8 |
| Interim statement of accounts |  | 44-d-8 |
| Interpretation and Citation - Chapter 1 of Rules |  | 2-b-1 |
| Interprovincial law firm/partnership - fee splitting - Exception to restriction on fee splitting - (Affiliations excluded) | r. 3.6-8 | 46-c/d-8 |
| Interprovincial law firms - permitted structure | By-Law 7 | 75-b-13  |
| Interviewing Witnesses - Depends on:* stage of proceeding

sympathetic/unsympathetic witness  | r. 5.4-2 | 71-a/b-12**Chart**, p. 72-73 |
| Intoxicated- prohibited from appearing | r. 5.1-2(p) | 69-d-12 |
| Investigations - referral to ADR or PAC |  | 3-b-1 |
| Investigations - serious allegations of misconduct, incapacity or incompetence |  | 3-b-1 |
| Investigations, Complaints, and Discipline |   | 3-b/c-1 |
| Investment by client - lawyer has interest  | rr. 3.4-28-29 | 32-a/b-6 |
| Investment by client - lawyer has interest - ILA confirmed by written certificate (required) | rr. 3.4, 32 | 32-a-6 |
| Irresponsible remarks or complaints (avoid making) | r. 5.6-1Comment 3 | 66-a-11 |
| **J** |  |  |
| Joint clients - dispute or contentious matter  | rr. 3.4-8 - 3.4-9 | 10-d-311-a-3 |
| Joint clients - organization and employees |  rr. 7.2-8-8.2 and commentary | 62-a-11 |
| Joint clients - organization/corporation and employees/agents | rr. 3.2-3, + commentary | 11-c-3 |
| Joint Clients - who is the client |   | 10-d-3 |
| Joint retainer - advice before retaining | rr. 3.4-6 | 10-d-3 |
| Joint Retainer - borrower & lender - disclosure of material info  | rr. 3.4-15 | 29-c-6 |
| Joint Retainer - borrower & lender - duty to disclose | rr. 3.4-15 | 29-c-6 |
| Joint Retainer - Circumstances where should decline | rr. 3.4-5 - 3.4-9 | 28-a-6 |
| Joint retainer - confidentiality between clients | rr. 3.4-5(b) | 10-c-3 |
| Joint retainer - Conflict - sophisticated parties—vulnerable party—advise to get independent legal advice | rr. 3.4-8; 3.4-9 | 28-b/c-6 |
| Joint retainer - conflict arises between parties - steps to take  | rr. 3.4-5; 3.4-8; 3.4-9 | 28-c-6 |
| Joint Retainer - conflict between parties arises | rr. 3.4-5; 3.4-8; 3.4-9 | 28-c-6 |
| Joint Retainer - Conflict of interest | rr. 3.4-5 - 3.4-9 | 27-d-628-a-6 |
| Joint Retainer - conflict of interest - Estates & Real estate | rr. 3.4-5; 3.4-12 - 3.4-16, commentaries | 28-d-6 |
| Joint Retainer - Consent - informed Consent | rr. 3.4-7 | 28-b-6 |
| Joint Retainer - Consent - written consent | rr. 3.4-7 + comment 1 | 28-b-6 |
| Joint Retainer - Continuing relationship with prior client - independent legal advice needed | r. 3.4-6 | 28-b-6 |
| Joint Retainer - Definition |  rr. 3.4-5  | 10-c-3 |
| Joint Retainer - Differing knowledge/ vulnerabilities | rr. 3.4-5 - 3.4-9 | 10-d-3 |
| Joint Retainer - duties of lawyer:-- ensure no conflict exists-- advise all clients re: joint retainer-- obtain consent to act for joint clients-- advise of potential withdrawal if conflict arises |  | 10-c/d-3 |
| Joint Retainer - duty to withdraw if conflict arises |  | 11-a-3 |
| Joint Retainer - Existing Client - Additional Obligations - Conflict of Interest | r. 3.4-6 | 28-b/c-6 |
| Joint retainer - General RULE | rr. 3.4-5 - 3.4-9 +commentary | 10-c/d-3; 11-a-3 |
| Joint Retainer - independent legal advice suggested | rr. 3.4-5 - 3.4-6 +commentary | 28-b-6 |
| Joint Retainer - Mortgage and Loan transaction - “material information” (definition) | r. 3.4-15, comment | 29-c-6 |
| Joint Retainer - Mortgage and Loan transaction - acting for borrower and lender | rr. 3.4-12 - 3.4-16 | 29-b/c/d-6 |
| Joint Retainer - Mortgage and Loan transaction - lending client is a financial institution | rr. 3.4-13 - 3.4-16 | 29-d-6 |
| Joint Retainer - Mortgage and Loan transaction - lending client is a financial institution - Deemed Consent (purpose) | r. 3.4-16 | 29-d-6 |
| Joint Retainer - Must Advise - Conflict of Interest | rr. 3.4-5 - 3.4-9 | 27-d-628-a-6 |
| Joint Retainer - Must NOT act jointly where… | rr. 3.4-8 | 10-d-3 |
| Joint Retainer - Potential conflict -Steps to take in obtaining consent | rr. 3.4-5 - 3.4-7 | 28-a/b-6 |
| Joint Retainer - Requirements | rr. 3.4-5 - 3.4-9 | 27-d-628-a-6 |
| Joint Retainer - Statement of Account | 3.6-4 | 44-b-8 |
| Joint Retainer - Statement of Account (separate) | r. 3.6-4 | 45-c-8 |
| Joint Retainer - Title transfer - exceptions to prohibition | rr. 3.4-16.8 - 3.4-16.9 | 30-a-6 |
| Joint Retainer - Title transfers - prohibited | rr. 3.4-16.7 - 3.4-16.9 | 30-a-6 |
| Joint Retainer - Transfer of Title | rr. 3.4-16.7 - 3.4-16.9 | 30-a-6 |
| Joint retainer - unrepresented parties | r. 7.2-9;rr. 3.4-1 - 3.4-3 | 12-a-3 |
| Joint Retainer - Who is instructing |   | 10-d-3 |
| Joint Retainer - who will give instructions |  | 10-d-3 |
| Joint Retainer - Wills - 2 spouses | r. 3.4-5 | 29-a-6 |
| Joint Retainer - withdrawal due to conflict | rr. 3.4-5 - 3.4-8 | 11-a-3 |
| Joint retainer agreement | rr. 3.4-5 - 3.4-9 | 10-c/d-3; 11-a-3 |
| Joint retainers- fees and disbursement division  | r 3.6-4 | 44-b-8 |
| Joint will between 2 spouses - conflict of interest | r. 3.4-5 | 29-a/b-6 |
| Joint-Retainer - Engagement letter/retainer agreement - specify no confidentiality |  rr. 3.4-5 - 3.4-9 | 50-b-9 |
| Judge- Relationship with party- prohibited  |  | 69-a-12 |
| Judges - returning to practice - When Convocation approval required to appear in court | S. 7.7 | 66-d-11 |
| Judgment - competence area - intellectual capacity - deliberation - judgment - reasoned decisions & RPC | r. 3.1-1 (f) | 16-a/b-4 |
| Judgment - competent lawyer | r. 3.1-1 (f) | 16-a-4 |
| Judgment - reasoned decisions | r. 3.1-1 (f) | 16-a-4 |
| Judicial Approval - Contingency Fee -fees from costs award must be approved |  r. 3.6-2, comment 1 | 47-b/c-8 |
| Judicial interim release - Lawyer as surety etc - Conflict of interest | rr. 3.4-40 - 3.4-41 | 34-c-6 |
| Judicial Review - Complaints |  | 3-c-1 |
| Jurors - Disclosure - Lawyer must disclose knowledge that juror:* may have an interest in case
* connected to judge, counsel or litigant
* connected to any potential witness
 | r. 5.5-2, 5.5-3 | 73-b/c/d-12 |
| Jurors - Lawyer communications with - no contact w juror, family | r. 5.5-1, comment 1, 5.5-4  | 73-b-12 |
| Jurors - Lawyer communications with - prohibited | r. 5.5-1, comment 1, 5.5-4 | 73-b-12 |
| Jurors - Lawyer communications with - unconnected lawyer - still not allowed to discuss w juror  | r. 5.5-1,comment 1, 5.5-4 | 73-b-12 |
| Jurors- conflict - disclosure-interest in case- acquainted with party in case-acquainted with witness  | r. 5.5-2-5.5-3 | 73-b/c-12 |
| Jurors- improper conduct- lawyer cannot encourage |  | 73-b-12 |
| Justified Disclosure - confidential info | r. 3.3-1.1 | 20-c/d-5 |
| **K** |  |  |
| Knowledge - client’s matter | r. 3.1-1-3.1-2, comment, 3.7-7  | 15-c-4 |
| Knowledge - competent lawyer | r. 3.1-1-3.1-2, comment, 3.7-7  | 15-b-4 |
| Knowledge - Gather and review all factual information | r. 3.1-1-3.1-2, comment, 3.7-7  | 15-d-4 |
| Knowledge - general legal principles and procedure | r. 3.1-1 -3.1-2, comment, 3.7-7  | 15-b-4 |
| Knowledge - Legal, Procedural, Factual | r. 3.1-1-3.1-2, comment, 3.7-7  | 15-c/d-4 |
| **L** |  |  |
| Language rights - duty to inform - proceeding conducted in French or English | rr. 3.2-2A - 3.2-2B | 40-b-7 |
| Language Rights (Official languages) | rr. 3.2-2A-3.2-2B commentary | 40-b-7 |
| Law firm - associations - permitted disclosure - as reasonably necessary to detect and resolve conflicts of interest | 3.3-7 | 22-a/b-5 |
| Law firm - change in composition or firm ownership- permitted disclosure - as reasonably necessary to detect and resolve conflicts of interest | 3.3-7 | 22-a/b-5 |
| Law Firm - clients - all lawyers owe duties to them, even if not directly involved | r. 1.1-1 | 10-b-3 |
| Law firm - clients - new - advise all lawyers | r. 1.1-1  | 10-b-3 |
| Law firm - Confidentiality - owed by all lawyers and employees to all clients | r. 3.3-1 | 20-a/b-5 |
| Law firm - Dissolution of a law firm - withdrawal | r. 3.7-9 comment | 57-d-10 |
| Law firm - Joint retainer - Mortgage and Loan transaction - Acting for borrower and lender | rr. 3.4-12 - 3.4-16 | 29-b/c/d-6 |
| Law firm - Joint retainer - Transfer of title | rr. 3.4-16.7 - 3.4-16.9 | 30-a/b-6 |
| Law firm - merger - permitted disclosure - as reasonably necessary to detect and resolve conflicts of interest | 3.3-7 | 22-a/b-5 |
| Law firm - Mortgage and Loan transaction - Joint retainer - Acting for borrower and lender | rr. 3.4-12 - 3.4-16 | 29-b/c/d-6 |
| Law firm - the lawyer transfers between firms - applicability of rule | rr. 3.4-17 - 3.4-23 | 30-d-6 |
| Law firm - Transferring Lawyer Disqualification  | rr. 3.4-21-r. 3.4-22 | 31-c-6 |
| Law firm - Transfers between - Actual possession of confidential info - disqualification, exceptions (consent, interest of justice) | rr. 3.4-20-22 | 31-b/c-6 |
| Law Firm - transfers between - confidential info held by transferring lawyer | rr. 3.4-20-22; 3.4-23 | 30-d-631-b-6 |
| Law Firm - transfers between - confidential information | rr. 3.4-17 - 3.4-23comment | 30-d-631-a-631-b-6 |
| Law firm - Transfers between - Definition of confidential information | r. 3.4-17 | 30-d-6, 31-a-6 |
| Law firm - transfers between - disqualification of law firm & disqualification of lawyer | rr. 3.4-20-22 | 31-b/c-6 |
| Law Firm - transfers between - Due diligence to ensure compliance with *Rules* | r. 3.4-23, comment | 31-a/c-6 |
| Law firm - Transfers between - Employees, staff etc. | rr. 3.4-23 | 31-a/b-6 |
| Law firm - Transfers between - General rule | rr. 3.4-17-3.4-23 | 30-d-6, 31-a-6 |
| Law firm - transfers between - gov’t lawyers | r. 3.4-20 | 31-a-6 |
| Law Firm - transfers between - government internal transfers - rule not applicable | rr. 3.4-20 | 31-a-6 |
| Law firm - transfers between - in house counsel, rules applicable  | rr. 3.4-17 - 3.4-26 | 31-a-6 |
| Law firm - transfers between - matters to consider - before hiring | r. 3.4-17-3.4-23 comment | 30-d-631-a-6  |
| Law Firm - transfers between - NO confidential, but prejudicial info held by transferring lawyer - notice & further consents if you want lawyer to act | r. 3.4-22-24 | 30-d-631-c-6 |
| Law firm - Transfers between - Protecting Confidential Information  | rr. 3.4-17-3.4-23 | 30-d-631-a-6 |
| Law Firm - transfers between - reasonable measures / guidelines to insulating and screening transferring lawyer | r. 3.4-23, 3.4-26, r. 3.4-20 comment | 31-a/b-6 |
| Law Firm - transfers between - transferring lawyer disqualification - regardless of info | r. 3.4-23 | 30-d-6 |
| Law firm - transfers between - withdrawal rules apply | r. 3.4-17-3.4-23 comment | 31-a-6 |
| Law firm - transfers between -applicability of rules  | r. 3.4-20 | 31-a-6 |
| Law Foundation of Ontario - mixed trust account - interest remitted to |  By-Laws 8 and 9; Law Society Act s. 57 | 91-d-14 |
| Law PRO - title insurance | r. 3.2-9.4 - 3.2-9.7 | 39-c/d-7 |
| Law Reform - Disclose interest being advanced | r. 5.6-2comment | 66-a/b-11 |
| Law Society - Areas of primary function |   | 1-a-1 |
| Law Society - Authority - Over lawyers and paralegals |   | 1-a-1 |
| Law Society - authority / right to make rules/ determine prohibited conduct |   | 2-b-1 |
| Law Society - Benchers |   | 1-a/b-1 |
| Law Society - CEO |  | 1-b-1 |
| Law Society - Convocation |   | 1-a/b-1 |
| Law Society - Departments - Client Services Centre, Communications and Public Affairs, Equity Initiatives Department (diversity)  |  | 1-c-1 |
| Law Society - Disciplinary authority of LSUC - professional misconduct- “conduct unbecoming of a lawyer”  | r. 1.1-1Section 7.8.2 | 60-c/d-1161-a-11 |
| Law Society - Divisions - PD&C, Professional Regulation |   | 1-b/c-1 |
| Law Society - duty - suspended or restricted license - undertaking to not practice  | rr. 7.6-1.2 - 7.6-1.4By-law 7.1 part IIBy-law 9 part II.1 | 58-b-11 |
| Law Society - duty - unauthorized practice | r. 7.6-1comment | 59-c/d-11 |
| Law Society - duty respond promptly | r. 7.1-1 | 59-a/b-11 |
| Law Society - General |   | 1-a-1 |
| Law Society - Licensing - protections afforded to clients | r. 7.6-1comment | 59-c/d-11 |
| Law Society - Mandate |   | 1-a/b/c/d-1 |
| Law Society - Professional Development and Competence Division (PD&C) |   | 1-b-1 |
| Law Society - Treasurer |   | 1-b-1 |
| Law Society Act - Authority to make/enforce rules, discipline |   | 2-b-1 |
| Law Society Act - powers granted to Law Society - right to make rules and regulations, discipline |  | 2-b-1 |
| Law Society- Duties owed by lawyers- list  | Section 7.1-1 | 59-b/c-11 |
| Law Society- Duties owed- respond promptly and completely | r. 7.1-1 | 59-a/b-11 |
| Law Society- Undertakings- discipline | rr.7.6-1.2-7.6-1.4; By-Law 7.1, Part II; By-Law 9, Part II.1 | 60-c/d-1161-a-11 |
| Law Society’s practice management helpline- advice- duty to report |  | 61-c-113-a/b-1 |
| LawPro - Definition (indemnity/insurance) |  | 62-c-11 |
| LawPro- Error by lawyer- must notify | r 7.8-3 | 40-a/b-7 |
| LawPRO-Duty to report errors and omissions | Section 7.8 | 62-c/d-11 |
| Lawyer - Competence | rr. 3.1-1 - 3.1-2 | 15-a/b-4 |
| Lawyer - Acting as Mediators | S. 5.7comment | 66-b-11 |
| Lawyer - Advocate - Duties as | rr. 5.1-1, comment | 67-d-1268-a-12 |
| Lawyer - change of employment - permitted disclosure - as reasonably necessary to detect and resolve conflicts of interest | 3.3-7 | 22-a/b-5 |
| Lawyer - changes law firms - conflict of interest - confidential info | rr. 3.4-17 - 3.4-26 | 30-d-631-a-6  |
| Lawyer - Client Relationship - prospective client & beginning of - duties triggered |   | 9-c-3 |
| Lawyer - Definition | r. 1.1-1 | 2-a-1 |
| Lawyer - Duress - should be satisfied that client is signing documents agreements freely and voluntarily  |  | 39-a-7 |
| Lawyer - governing law of discrimination / harassment (Code and RPC) | rr. 6.3.1- 6.3.1-3 | 6-b/c/d-2 |
| Lawyer - license suspended or restricted - undertaking to not practice  | rr. 7.6-1.2 - 7.6-1.4By-law 7.1 part IIBy-law 9 part II.1 | 59-b-1160-b-11 |
| Lawyer - misconduct - reporting  | r. 7.1-3 | 61-b-11 |
| Lawyer - obligations re: discrimination / harassment | rr. 6.3.1- 6.3.1-3 | 6-a/b-2 (discrimination) 6-b/c/d-2(harassment) |
| Lawyer - Private life - conduct unbecoming a lawyer - discipline | r. 1.1-1Section 7.8.2 | 60-d-1151-a-11 |
| Lawyer - purchase of practice - permitted disclosure - as reasonably necessary to detect and resolve conflicts of interest | 3.3-7 | 22-a/b-5 |
| Lawyer - Right of Lien upon withdrawal | r. 3.7-9 comment | 57-c-10 |
| Lawyer - transfers between law firm - disqualified from disclosing info / involvement the matter if conflict of interest | r. 3.4-23 | 31-b/c-6 |
| Lawyer - transfers between law firms - SEE Law firm - Transfers between | rr. 3.4-17 - 3.4-26 | 30-d-631-a/b/c-6 |
| Lawyer - undertaking to not practice law (Suspension) |  rr. 7.6-1.2 - 7.6-1.4By-law 7.1 part IIBy-law 9 part II.1 | 60-b-11 |
| Lawyer - undertakings - general | r. 7.2-11comment5.1-6 | 64-b-11 |
| Lawyer as a Witness - client matter - not permitted (subject to tribunal discretion/contrary provisions) | Section 5.2 | 73-d-12 |
| Lawyer as a Witness - client matter - becomes a necessary witness - withdraw | Section 5.2 | 73-d-12 |
| Lawyer as a Witness in proceeding - prohibited from acting as advocate in appeal | Section 5.2 | 74-a-12 |
| Lawyer Client relationship - fiduciary, agency, contractual, profession | r.  3.4-1 comment | 37-b/c-7 |
| Lawyer Client Relationship - general - what it is | r.  3.4-1 comment | 37-a-7 |
| Lawyer Client Relationship - Rules of Professional Conduct - 7 Chapters governing |   | 2-b/c-1 |
| Lawyer Client retainer - Definition |   | 9-c-3 |
| Lawyer Dealing with Witnesses |  | 70-c/d-12 |
| Lawyer- duty- indirect influence | rr. 5.1-2(c)&(d) | 69-a/b-12 |
| Lawyer is Fiduciary; has duty | r.  3.4-1 comment | 37-b-7 |
| Lawyer Misconduct - duty to report versus confidentiality | r. 7.1-3, comment | 22-b/c-5 |
| Lawyer- misconduct- must report own misconduct | R. . 7.1-3, comment | 61-c-11 |
| Lawyer Privilege | r. 3.3-1 | 19-a/b-5 |
| Lawyer- Second Opinion: SEE ALSO: COMMUNICATIONS- SECOND OPINION | r. 7.1-3, comment | 61-c-11 |
| Lawyer withdrawal- SEE: DISENGAGEMENT | r. 3.7-1 comment | 51-b/c-9 |
| Lawyer’s Absence - Plan for practice interruptions, planned absences, unplanned absences |  | 85-d-13 |
| Lawyer’s documents- Withdrawal- client’s request  |  | 58-a-10 |
| Lawyer’s obligation - lender- Registered mortgage and final report | rr. 3.2-9.8-3.2-9.9 | 39-d-7 |
| Lawyer’s personal relationships with client—consider vulnerability and implications for privilege | r. 3.4-1 | 33-c-6 |
| Lawyer’s record - discipline - hearing panel decision made public |  | 3-c/d-1 |
| Lawyers- cannot encourage improper conduct |  | 69-b/c-12 |
| Lawyers Professional Indemnity Company (LawPRO) | Section 7.8 | 62-b-11 |
| Leading cases- must disclose  | r. 5.1-2(e),(f),(h),(i),(l)  | 68-d-1269-a-12 |
| Legal advice, seeking - disclosure of confidential info may be permitted | r. 3.3-6 | 21-d-5;22-a-5 |
| Legal Practitioner - Definition |  | 2-a-1 |
| Legal Profession - Definition |   | 2-a-1 |
| Legal services - Payment - in shares etc - Independent Legal advice recommended but not required | r. 3.4-30 | 32-b-6 |
| Legally Required Disclosure - confidential info | r. 3.3-1.1 | 20-c/d-5 |
| Legislative Change - seeking reform - disclose interest being advanced | r. 5.6-1, 5.6-2comment | 66-a/b-11 |
| Lender - loan secured by mortgage - Reporting requirements | rr. 3.2-9.8 - 3.2-9.9 | 39-d-7 |
| Lender- registered mortgage and final report- lawyer’s obligation  | rr. 3.2-9.8-3.2-9.9 | 39-d-7 |
| Lending Institution - guarantees by lawyer | rr. 3.4-35 - 3.4-36 | 33-b-6 |
| Lending Institution - lawyer borrowing from and lending to clients | r. 3.4-31 - rr. 3.4-33 | 32-b/c-6 |
| Lending to clients - Conflict of interest - Disclosure, Independent Legal Advice required | rr. 3.4-34 -3.4-34.3 | 33-a-6 |
| Liability - Reporting obligations | Section 7.8 | 62-c-11 |
| Licensee - Definition | r. 1.1-1 | 2-a-1 |
| Licensing - protections afforded to clients | r. 7.6-1comment | 59-c/d-11 |
| Lien - Right of Lien upon withdrawal | Rr. 3.7.8 - 3.7-9, commentaries | 57-c-10 |
| Lies, by client - Optional Withdrawal - Serious loss of confidence | r. 3.7-2comment | 55-d-1056-a-10 |
| Limitations- Defense counsel- voluntary confession  | r. 5.1-1 comment | 68-b-12 |
| Limitations on instruction- duty to explain |  | 51-b-9 |
| Limited scope - client | rr. 3.2-1A-3.2-1A.2 | 11-c/d-3 |
| Limited scope client—duties of competence, confidentiality and avoidance of conflict of interest |  | 11-c/d-3 |
| Limited scope retainer - Definition |  rr. 3.2-1A-3.2-1A.2 | 11-c/d-3 |
| Limited Scope Retainer - Engagement terms confirmed in writing |  | 50-d-9 |
| Literary works (any medium) - use of client info - disclosure | r. 3.3-1, comment | 23-b-5 |
| Litigation guardian - disabled Client - Special advising obligations | r. 3.2-9 | 38-d-7 |
| Loan and Mortgage Transactions - restrictions on lawyer from engaging in | rr. 3.4-34 -3.4-34.3 | 32-c/d-6 |
| Loan secured by mortgage - reporting obligations | rr. 3.2-9.8 - 3.2-9.9 | 39-d-7 |
| Loyalty - Duty - SEE CONFLICT OF INTEREST |  |  |
| **M** |  |  |
| Maintain accurate accounting records - By-Law 9 | By-Laws 8 & 9Law Society Act s. 57 | 83-c-13 |
| Making legal services available - restrictions on means |  | 81-b/c-13 |
| Managing Client Expectations |   | 51-d-952-a-9 |
| Managing Client Expectations - cannot meet expectations |   | 52-a-9 |
| Managing Client Expectations - Client Communication |  | 53-a/c-9 |
| Managing Client Expectations - Client Communication - responsibility to ensure effective |   | 53-a/c-9 |
| Managing Client Expectations - Client Communication - vulnerable or disabled client |  | 53-a/c-9 |
| Managing Client Expectations - client does not follow lawyer’s advice- withdrawl |  | 52-a-9 |
| Managing Client Expectations - Common Expectations  |   | 52-a/b-9 |
| Managing Client Expectations - Common expectations |  | 52-b-9 |
| Managing Client Expectations - Communication - Methods of Communication |  | 53-a/c-9 |
| Managing Client Expectations - Communication - Must consider individual needs and ability |  | 53-a/c-9 |
| Managing Client Expectations - costs - consider interim bills |  | 52-a-9 |
| Managing Client Expectations - Difficult Clients - indicators |  | 52-c/d-9 |
| Managing Client Expectations - interim statement of accounts |  | 44-d-8 |
| Managing Client Expectations - Monitor client expectations |  | 52-a-9 |
| Managing Client Expectations - must keep client informed of all developments, negative and positive |  | 51-d-952-a-9 |
| Managing Client Expectations - Service Expectations (common) |   | 52-a/b-9 |
| Managing Client Expectations - Unreasonable expectations |   | 52-a-9 |
| Managing Client Expectations - Unvoiced Expectations |   | 52-b-9 |
| Managing Relationship - after consultation individual must be included in conflict checking system |  | 49-d-9 |
| Managing Relationship - Disengagement Stage |  | 51-b/c-9 |
| Managing Relationship - Engagement or Non-Engagement Stage - Confirm in writing |   | 49-d-9 |
| Managing Relationship - Implementation Stage |   | 51-a/b-9 |
| Managing Relationship - Initial Screening Stage |   | 49-b/c-9 |
| Mandatory disclosure  | r. 3.3-1.1 | 20-c/d-5 |
| Mandatory withdrawal* discharged by client
* client instructs to breach Rules or By-laws

lawyer not competent in matter | r. 3.7-7 | 57-a/b-10 |
| Mandatory Withdrawal - failure to withdraw may be professional misconduct | r. 3.7-7 | 57-b-10 |
| Manner of Withdrawal | rr. 3.7-8, 3.7-9 comment | 57-b/c-10 |
| Marketing | Rr. 4.2-0-4.2-1 and commentary | 75-d-13 |
| Marketing - any medium permissible w/ conditions | Rr. 4.2-0-4.2-1 and commentary  | 75-d-1376-a-13 |
| Marketing - inappropriate - examples | R4.02(0)-(1)comment | 76-a-13 |
| Material Information - disclosure prior to joint retainer w/ borrower & lender | r. 3.4-15, comment | 28-c-6 |
| Media- Professional Responsibilites | Section 7.5 | 65-c-11 |
| Mediator - draft contract | S. 5.7comment | 66-c-11 |
| Mediators - lawyers as | S. 5.7comment | 66-b/c-11 |
| Mediators - Privilege | S. 5.7comment | 66-c-11 |
| Medical Legal Report  | r. 3.2-9.1 - 3.2-9.3 | 39-a/b-7 |
| Medical Legal Report - doctor asks not to disclose to client  | r. 3.2-9.1 - 3.2-9.3 | 39-b-7 |
| Medical Legal Report - Duty of Candour | r. 3.2-9.1 - 3.2-9.3 | 39-b-7 |
| Medical Legal Report - knowledge of contents harmful to client - what to do | r.- 3.2-9.2-9.3 | 39-b-7 |
| Medical Legal Report - physician asks not to disclose to client | r. 3.2-9.1 - 3.2-9.3 | 39-b-7 |
| Medical Legal Report - refuse to accept if on condition of not showing to client | r. 3.2-9.1  | 39-b-7 |
| Medical Legal Report- health professional asks not to disclose to client | r. 3.2-9.1 - 3.2-9.3 | 39-b-7 |
| Medical Legal Report- knowledge of contents harmful to client- recommend reviewing at office of physical or health professional | r. 3.2-9.3 | 39-b-7 |
| Medical Legal Report-instruction | r. 3.2-9.1 - 3.2-9.3 | 39-b-7 |
| Mental instability of lawyer/paralegal- report | r. 7.1-3 | 61-b-11 |
| Methods of Offering Service - restrictions | By-Law7 S.4.1 | 75-c/d-13 |
| Minimum Standard of Competence - Lawyer |   | 15-b/c-4 |
| Misappropriation - Trust account funds | r. 3.6-10By-Law 9- part. IV | 46-a-8 |
| Misappropriation of trust funds - Trust Account |  | 93-b-14 |
| Misconduct - by licensee/other lawyer- duty to report vs confidentiality | r. 7.1-3, comment | 22-d-523-a-5 |
| Misconduct - Client refuses to report - Mandatory steps to take | rr. 7.1-4 - 7.1-4.3 | 61-c/d-11 |
| Misconduct - client seeks private remedy - duty as lawyer | rr. 7.1-4.2 | 61-d-11 |
| Misconduct - Disclosure of confidential info - Client authorization required | r. 3.3-1, comment | 20-a/b-5 |
| Misconduct - Duty to Report - exceptions - confidential information, unlawful | r. 7.1-3 | 61-b-11 |
| Misconduct - Encourage client to report | rr. 7.1-4 - 7.1-4.3 | 61-c/d-11 |
| Misconduct - examples | r. 7.1-3 | 61-b-11 |
| Misconduct - report by lawyer - advice of Practice Management Helpline (if lawyer unsure whether to report) |   | 61-c-11 |
| Misconduct - Report by lawyer - motivation behind report - honest intention to protect | r. 7.1-3 | 61-b/c-11 |
| Misconduct - reporting - duty applies to own conduct & all licensed by LSUC | r. 7.1-3 | 61-c/d-11 |
| Misconduct - reporting to LSUC - duty | r. 7.1-3 | 61-a/b-11 |
| Misconduct - where client has claim against dishonest lawyer - Mandatory steps to take in advising client  | rr. 7.1-4.27.1-4.3 | 61-b/c-11 |
| Misleading - Tribunal - Prohibited | rr. 5.1-2(e)(f)(h)(i)&(l) | 68-d-1269-a-12 |
| Misleading tribunal - Prohibited | rr. 5.1-2(e)(f)(h)(i)&(l) | 68-d-1269-a-12 |
| Misstatements - misleading tribunal - Prohibited | rr. 5.1-2(e)(f)(h)(i)&(l) | 69-a-12 |
| Mistake by lawyer: SEE Error | Section 7.8 | 40-a/b-7 |
| Mistakes - do not take advantage of | r. 5.1-1comment | 68-a-12 |
| Mistreat witnesses - Don't | rr. 5.1-2(j,k,m,o), 5.3-1, 7.2-6, and 7.2-8-7.2-8.2 and commentary | 69-c/d-12 |
| Mixed Trust Account - Trust Account | By-Law 9  | 92-d-1493-a-14 |
| Model Policies - professionalism - law society equity initiatives |   | 6-d-2;7-a-2 |
| Money - SEE Client Money | By-law 9 | 41-c-7 |
| Money from Clients - "Cash" - Definition | By-Law 9, Part III | 95-b-14 |
| Money from Clients - Cash - $7,500 Rule - Exceptions | By-Law 9, Part III | 95-c/d-14; |
| Money from Clients - Cash - $7,500 Rule - foreign currency | By-Law 9, Part III | 95-b/c-14 |
| Money from Clients - Cash - $7,500 Rule - NEVER accept more than $7,500 CAD cash | By-Law 9, Part III | 95-b-14 |
| Money from Clients - Cash - $7,500 Rule - when applicable  | By-Law 9, Part III | 95-c/d-14 |
| Money from Clients - Cash - handling and record keeping  | By-Law 9, Part III | 95-d-1496-a-14 |
| Money from Clients - Cash - prevention of money laundering  | By-Law 9, Part III | 95-b/c-14 |
| Money from Clients - Cash - Refunding in cash |   | 95-d-1496-a-14 |
| Money from Clients - Cash - Refunds - Cheque - creates better record |  | 95-d-1496-a-14 |
| Money from Clients - Cash - Refunds - obtain client’s written instructions prior to withdrawal |  | 95-d-1496-a-14 |
| Money from Clients - Cash - Refunds - Withdrawal slip - request duplicate |  | 95-d-1496-a-14 |
| Money from Clients - Cash - Restrictions on Accepting Cash |  | 95-b/c -14 |
| Money from Clients - clearance period for certified cheques, bank drafts, money orders |  | 96-c-14 |
| Money from Clients - Clearance Periods |   | 96-c/d-1497-a-14 |
| Money from Clients - Client’s original payment returned because of non-sufficient funds |  | 96-d-1497-a-14 |
| Money from Clients - Ensure Deposits have Cleared before Disbursements |   | 96-c/d-14 |
| Money from Clients - lawyers may accept credit and debit card payments from clients |  | 96-a/b-14 |
| Money from Clients - Overdrawn client trust ledger - if client trust ledger is "overdrawn" lawyer MUST correct |   | 96-d-1497-a-14 |
| Money from Clients - Overdrawn client trust ledger - if lawyer can’t correct, must report to LSUC  |  | 96-d-1497-a-14 |
| Money from Clients - Payments using Debit or Credit Cards  |   | 96-a/b-14 |
| Money from Clients - Payments using Debit or Credit Cards - all merchant discounts and service charges must be charged to general account |  | 96-a/b-14 |
| Money from Clients - Payments using Debit or Credit Cards - cannot make all deposits to one account and then transfer to other account  |  | 96-a/b-14 |
| Money from Clients - Payments using Debit or Credit Cards - Point of Sale (POS) machines  |  | 96-b-14 |
| Money from Clients - Types of payments |   | 95-a/b-14 |
| Money Retainer - Appropriate when |   | 43-c-8 |
| Money Retainer - Contingency Fee - Document in writing if required for disbursements |  r. 3.6-2, comment | 47-a/b-8 |
| Money Retainer - Contingency fee agreement | r. 3.6-2 | 43-c-8 |
| Money Retainer - Disbursements |  r. 3.6-2, comment | 43-c/d-844-a-8 |
| Money Retainer - Fees |  r. 3.6-2, comment | 43-c/d-8 |
| Money Retainer - Trust account |  | 43-b-8 |
| Money retainer- Amount appropriate (factors to consider) |  | 43-c-8 |
| Money retainer- further retainer required- duty to advise |  | 43-c-8 |
| Money retainer- where not appropriate |  | 43-c-8 |
| Monthly General Reconciliation (optional) - See Record Keeping - Monthly General Reconciliation |  | 98-c-14 |
| Monthly Trust Comparison - Sample |   | 105-c/d-14 |
| Monthly Trust Comparison - See Record Keeping - Monthly Trust Comparison | By-Law 9, Part V | 99-c/d-14 |
| Mortgage against Property - Fees - Securing Payment- Solicitors Act 35 | Solicitors Act 34, 35 r 3.4-29 | 47-d-8 |
| Mortgage and Loan transaction - Conflict of interest - Definition of indirect interest | rr. 3.4-34 -3.4-34.3 | 32-d-6 |
| Mortgage and Loan transaction - Disclosure obligations - Conflict of interest | rr. 3.4-34 -3.4-34.3 | 33-a-6 |
| Mortgage and Loan transaction - disclosure requirements if lawyer arranges / sells |  rr. 3.4-34 -3.4-34.3 | 32-d-6 |
| Mortgage and Loan transaction - Joint Retainer - requirements | rr. 3.4-13 - 3.4-16 | 29-b-6 |
| Mortgage and Loan transaction - Joint Retainer- lending client is a financial institution (lending client is a bank, trust company, insurance company, credit union, or finance company) | rr. 3.4-13 - 3.4-16 | 29-d-6 |
| Mortgage and Loan transaction - lawyer doing business w/ a client - Guidelines | rr. 3.4-34 -3.4-34.3 | 32-c/d-633-a-6 |
| Mortgage and Loan transaction - lawyer doing business w/ client - advertising not allowed |  r. 3.4-34.3 | 33-a-6 |
| Mortgage and Loan transaction - lawyer doing business w/ client - when acceptable | rr. 3.4-34 -3.4-34.3 | 32-c/d-6 |
| Mortgage and Loan transaction - lawyer doing business w/ client - disclosure |  rr. 3.4-34 -3.4-34.3 | 32-d-6 |
| Mortgage and loan transactions - advertising investments (prohibited) |  r. 3.4-34.3 | 33-a-6 |
| Mortgage and loans transactions - Conflict of interest |  rr. 3.4-34 -3.4-34.3 | 33-a-6 |
| Mortgage- lender- lawyers obligations  | rr. 3.2-9.8-3.2-9.9 | 39-d-7 |
| Mortgages - reporting requirements | rr. 3.2-9.8 - 3.2-9.9 | 39-d-7 |
| Multi-Discipline Practice - ensure non-licensees comply with rules | Section 7.8.1 | 65-c/d-11 |
| Multi-discipline practice / partnership - Fee Splitting - Exception to restriction on fee splitting - (Affiliations excluded) | r. 3.6-8 | 46-d-8 |
| Multi-discipline practices - conflict of interest - ensure non-licensee’s comply w rule | rr. 3.4-11.1 - 3.4-11.3 | 33-d-634-a-6 |
| Multi-Discipline practices - Duties of lawyer | Section 7.8.1 | 65-c/d-11 |
| Multi-Discipline practices (MDP) - duty re non-licensees’ compliance w rules | Section 7.8.1 | 65-c/d-11 |
| Multiple clients - joint retainer |  | 10-c/d-3 |
| **N** |  |  |
| Negligence - Reporting obligations | Section 7.8 | 62-c-11 |
| Negligence (defending against)- retaining documents- copies for lawyer |  | 42-d-7 |
| New client - Client - process in firm |   | 10-b-3 |
| Non-Billable hours - track them |   | 80-d-1381-a-13  |
| Non-Engagement Letter - Contents |   | 49-d-9 50-b/c-9 |
| Non-engagement letter - identifies to whom lawyer does not provide legal services |  | 9-b-3 |
| Non-Engagement Letter- contents |  | 50-a-9 |
| Non-Licensees - ensure non-licensees comply with rules - multi discipline practice | Section 7.8.1 | 65-c/d-11 |
| Non-licensees - referral fees - cannot give, may receive from | r. 3.6-7 | 46-c-8 |
| Non-licensees - restrictions on what they can do (see Support Staff) |  By-Law 7.1, Part I | 83-d-13 |
| Non-licensees- fee splitting (prohibited) | Rr. 3.6-5 - r. 3.6-7 | 46-c-8 |
| Non-payment of fees - cannot withdraw always |  r. 3.7-3 | 43-c-8 |
| Non-payment of fees - criminal proceedings - cannot use if insufficient time | r. 3.7.5 | 56-d-1057-a-10 |
| Non-payment of fees - Withdrawal - Court discretion | r. 3.7-3 | 56-b-10 |
| Non-payment of fees - withdrawal - No prejudice may result | r. 3.7-3 | 56-b-10 |
| Non-payment of fees - Withdrawal - Reasonable notice | r. 3.7-3 | 56-a/b-10 |
| Non-payment of fees- withdrawal- prejudice- must continue to act | r. 3.7-3 | 56-b-10 |
| Non-profit/charity - guarantees by lawyer | rr. 3.4-35 - 3.4-36 | 33-b-6 |
| Not rep opposing parties in dispute - Conflict of interest  | rr. 3.4-1; 3.4-3; 3.7-7 | 26-d-627-a-6 |
| **O** |  |  |
| Objections - frivolous or vexatious - avoid | r. 5.1-1comment | 68-a-12 |
| Obligation - administrative requirements of practice - bankruptcy  | By-Law 8  | 85-c-13 |
| Obligation - business structures | By-Law 7 | 85-c-13 |
| Obligation - Continuing Professional Development | By-Law 6.1 | 85-c-13 |
| Obligation - inform the Law Society of changes in status or contact info | By-Law 8  | 85-b-13 |
| Obligation - Maintain Prof Liability Insurance | By-Law 6 | 85-b-13 |
| Obligation - pay annual fee to LSUC- due Jan 1st  | By-Law 5 | 85-b-13 |
| Obligation - submit annual report to LSUC - due March 31st | By-Law 8  | 85-b-13 |
| Obligation - under PIPEDA - privacy - handling of personal information |  | 86-a-13 |
| Obligation- cannot encourage improper conduct | rr. 1.1-1, 2.1-1, comment, s. 7.8.2 | 60-c/d-11 |
| Obligation Discovery: See Also discovery | r. 5.1-3.1 | 74-a/b-12 |
| Obligation- Duty to report - general |  | 61-b-11 |
| Obligation- Guilty pleas - See Criminal Procedure | rr. 5.1-7-5.1-8 | 74-a/c/d-12 |
| Obligation- Lawyer as a witness withdraw | Section 5.2 | 73-d-1274-a-12 |
| Obligation- Security of court facilities | r. 5.6-3comment | 65-d-1166-b-11 |
| Obligation- Witnesses | rr. 5.1-2(j,k,m,o) & 5.3-1, 7.2-6, and 7.2-8-7.2-8.2 and commentary  | 69-c/d-12 |
| Obligations - juror conflict- SEE ALSO: JURORS | r. 5.5-2-5.5-3 | 73-b/c-12 |
| Obligations- Sympathetic witnesses | r. 5.4-2 | 71-d-12**Chart**, p. 72 |
| Obligations- unsympathetic witnesses | r. 5.4-2 | 71-c-1272-a-12**Chart**, p. 72 |
| Offer to settle - Duty to present to client | r. 3.2-4 | 38-a-7 |
| Office of Privacy Commissioner - See also PIPEDA |  | 86-b-13 |
| Official language rights  | R 2.1-1 commentary | 40-b-7 |
| Omission by lawyer: SEE Error | Section 7.8 | 40-a/b-7 |
| On behalf of my client - SEE Undertakings | r. 7.2-11comment5.1-6 | 64-b-11 |
| Opening files - file management |   | 77-d-13 |
| Opinions - professional not personal | r. 5.1-1, 5.1-3, 5.1-4, 5.1-6,comment | 68-a-12 |
| Opinions - Second - Rules regarding communication | r. 7.2-6-7.2-8.2 | 63-b/c-11 |
| Opposing Counsel - no duty to assist, but cannot withhold binding authorities | Rr. 5.1-2(e), (f), (h), (i), and (l)  | 69-a-12 |
| Optional Withdrawal - Serious loss of confidence or non-payment (as long as no prejudice results) | rr. 3.7-2, 3.7-3 | 55-d-10 |
| Optional withdrawal- when availabile | rr. 3.7-2, 3.7-3 | 55-c/d-10 |
| Organization - confidentiality duty | rr. 3.2-8; 3.3-3 | 22-b/c-5 |
| Organization - Disclosure - additional obligations | rr. 3.2-8; 3.3-3 | 22-b-5 |
| Organization - dishonest conduct - Already done / currently doing | rr. 3.2-7, 3.2-8 | 38-b/c-7 |
| Organization - dishonest conduct - Intended | rr. 3.2-7, 3.2-8 | 38-c-7 |
| Organization - Identification - types of info - add’l info if not a financial institution/ govt / public company | By-Law 7.1, Part III-23 | 12-c-3 |
| Organization - joint retainer | rr. 3.4-5-3.4-9 commentary3.4-5 - 3.4-9 | 10-c/d-311-a-3 |
| Organization - Joint retainer - Confidentiality | rr. 3.2-8; 3.3-3 | 22-a/b-5 |
| Organization - Misconduct - Advise those responsible  | rr. 3.2-8; 3.3-3 | 22-c-5 |
| Organization - reasonable efforts to identify directors & owners (w/ 25%+ share)  | By-Law 7.1, Part III- 23(2) | 13-b-3 |
| Organization - Reporting requirements | rr. 3.2-7, 3.2-8 | 38-c-7 |
| Organization - Verification - examples of documents | By-Law 7.1, Part III- 23 | 13-a-3 |
| Organization - Verification - existence, name, address, names of directors | By-Law 7.1, Part III | 13-a/b-3 |
| Organization - Verification - must verify identity of individuals giving instructions | By-Law 7.1, Part III | 13-a-3 |
| Organization - Verification - reasonable efforts to obtain info re: directors and >25% shareholders | By-Law 7.1, Part III | 13-b-3 |
| Organization - Whistle blowing - confidential info remains confidential | rr. 3.2-8; 3.3-3 | 22-b/c-5 |
| Organization - who gives instructions | rr. 3.2-3 | 11-c-3 |
| Organization - who is the client | rr. 3.2-3, 3.4-5 - 3.4-9 | 11-c-3 |
| Organization - Withdrawal from representation | rr. 3.2-8; 3.3-3 | 22-c-5 |
| Other lawyer’s mistake- duty to lawyers & Others | rr. 7.2-1 - 7.2-3 | 63-a-11 |
| Outside Canada - verification of identity | By-Law 7.1, Part III-s.23(9)2 | 13-c-3 |
| Outside interest - Conflict of interest | rr. 7.3-7.4 | 34-a/b-6 |
| Outside interest- conflict of interest - may need to withdraw, depending on nature of the outside interest, the client retainer, and the conflict | rr. 7.3-7.4 | 34-a/b-6 |
| Outside interests - Definition | rr. 7.3-1 - 7.3-2comment | 65-a/b-11 |
| Outside interests - Must not conflict w/ integrity of profession | rr. 2.1-1-2.1-2rr. 7.3-1 - 7.3-2comment | 64-d-1165-a-1165-a/b-11  |
| Outside interests-profession into disrepute | rr. 7.3-1 - 7.3-2comment | 65-a/b-11 |
| Outsourcing - storage and processing of client info - privacy  |  | 87-d-1388-a-13 |
| Outstanding accounts - Interest | r. 3.6-1.1 | 45-a-8 |
| Overdue accounts - interest | r. 3.6-1.1 | 45-a-8 |
| **P** |  |  |
| Paralegal - Definition | r. 1.1-1 | 2-a-1 |
| Paralegal - Unauthorized practice | r. 7.6-1Comment By-law 4 | 59-d-11 |
| Paralegal s - supervision of | By-Law 7.1, Part I | 85-a/b-13 |
| paralegals - can’t act outside scope- lawyer to supervise  | r. 7.6-1By-law 4 | 60-b-11 |
| Paralegals - working with - lawyer must supervise  | r. 7.6-1.1commentBy-law 4 | 60-a-11 |
| Partnership, trust or association - Verification | By-Law 7.1, Part III- 23 | 13-a/b-3 |
| Payment - Fee types |  | 43-d-8 |
| Payment - in shares etc - Independent Legal advice recommended but not required | r. 3.4-29-3.4—30, 3.4-32 | 32-b-6 |
| Payment by client - from settlement funds | By-law 9- 9(1), r. 3.6-1.1 commentary | 45-a/b-8 |
| Payment by client - shares | r. 3.4-29-3.4-30, 3.4-32 | 32-b-6 |
| Payment with shares  | r. 3.4-29-3.4-30, 3.4-32 | 32-b-6 |
| Payments from Clients - See "Money from Clients" | By-law 9- Part III | 95-b/c-14 |
| Permitted Business Structures and Practice Arrangements | By-Law 7 | 75-b/c-13  |
| Permitted Business Structures and Practice Arrangements - Limited liability partnership - permitted structure | By-Law 7 | 75-b/c-13  |
| Permitted Business Structures and Practice Arrangements - Multi Discipline Practice - permitted structure | By-Law 7 | 75-b/c-13  |
| Permitted disclosure  | rr. 3.3-3; 3.3-4; 3.3-5; 3.3-6, 3.3-7, commentary | 21-a/b/c/d-5 |
| Permitted Disclosure - between lawyers/firms - as reasonably necessary to detect and resolve conflicts of interest | 3.3-7 | 22-a/b-5 |
| Permitted Disclosure - between lawyers/firms - in cases of* Mergers
* Firm associations
* Practice purchase
* Employment change
* Composition or firm ownership change
 | 3.3-7 | 22-a/b-5 |
| Permitted Disclosure - between lawyers/firms - manner consistent with* Transfer lawyer/firm obligations
* Protect client confidentiality and privilege
* Avoid client prejudice
 | 3.3-7 | 22-b-5 |
| Permitted Disclosure - between lawyers/firms - substantive discussions, after | 3.3-7 | 22-a/b-5 |
| Permitted disclosure - security of court facilities—no more info than necessary |  r. 5.6-3 | 22-d-5 |
| Permitted disclosure - To collect fees  | r. 3.3-5 | 21-d-5 |
| Permitted disclosure - To defend against certain allegations | r. 3.3-4 | 21-c/d-5 |
| Permitted disclosure - To prevent imminent death or serious bodily harm—lawyer should seek legal advice  | r. 3.3-3 | 21-a/b/c-5 |
| Permitted disclosure - to seek legal advice | r. 3.3-6 | 22-a-5 |
| Personal behaviour - conduct unbecoming a lawyer - discipline | r. 1.1-1Section 7.8.2 | 60-d-1161-a-11 |
| Personal Connection with tribunal member-prohibited | rr. 5.1-2(c)&(d) | 69-a/b-12 |
| Personal connections to tribunal - no influencing! | rr. 5.1-2(c)&(d) | 69-a/b-12 |
| Personal guarantees (of loans/debts) - by lawyer - Restrictions/exceptions | rr. 3.4-35 - 3.4-36 | 33-a/b-6  |
| Personal information - definition of (under PIPEDA) | s.2(1) PIPEDA | 86-c/d-13 |
| Personal information - not included in definition (under PIPEDA) |  | 86-c/d-13 |
| Personal relationship - clients | r. 3.4-1 | 33-c/d-6 |
| Personal relationship - tribunals | rr. 5.1-2(c)&(d) | 69-a/b-12 |
| Personal relationship - tribunals - must declare | rr. 5.1-2(c)&(d) | 69-a/b-12 |
| Personal views - Avoid expressing | r. 5.1-1, 5.1-3, and 5.1-4-5.1-6 and commentaries | 68-a-12 |
| PIPEDA - application to all provinces, interprovincial and international transfers of personal info; exceptions for provinces with substantially similar provincial laws |  | 86-a/b-13 |
| PIPEDA - Complaints to the Commissioner |  | 86-b-13 |
| PIPEDA - compliance with 10 principles |  | 86-a-13 |
| PIPEDA - conflict with LSUC Rules - contact Helpline |  | 87-b-13 |
| PIPEDA - Privacy - *Personal Information Protection and Electronic Documents Act* |  | 86-a/b-13 |
| Plea Bargaining - SEE: Criminal Proceedings - Guilty Pleas | rr. 5.1-7-5.1-8 | 74-b/c/d-12 |
| Potential conflict - Joint retainer—ongoing assessment | rr. 3.4-5 - 3.4-9 | 27-d-628-a-6 |
| Power of Attorney - For Lawyer's Practice |   | 85-d-13 |
| Practice Management - advertising - specialists | R4.3-1By-Law15 | 76-b-13 |
| Practice Management - affiliations - delegation |   | 84-b/c-13 |
| Practice Management - competence area  - staff - time - finances - client information - filing | r. 3.1-1 (i) | 16-d-4 |
| Practice Management - effective -component of competency  | R. 3.1-1(i) | 75-a-13 |
| Practice Management - file management - see File Management |   | 76-c/d-13 |
| Practice Management - Helpline - help reporting misconduct |   | 61-c-11 |
| Practice Management - Managing Financial Responsibilities - See Finances |   | 82-c-13 |
| Practice management - Marketing - includes firm names, letterhead, logos, ads | Rr. 4.2-0 4.2-1 and commentary | 75-d-13 |
| Practice Management - marketing - inappropriate | Rr. 4.2-0-4.2-1 comment | 76-a-13 |
| Practice Management - marketing - interprovincial law firms  | By Law 7 | 75-b-13 |
| Practice management - Marketing - Misrepresentation of nature of practice- not permitted | Rr. 4.2-0-4.2-1 and commentary  | 75-d-13 |
| Practice Management - name of firm - comply with *OBCA* and *Partnerships Act* | Rr. 4.2-0-4.2-1 | 76-a-13 |
| Practice Management - Paralegals | By-Law 7.1, Part I | 84-a-13 |
| Practice management - permitted business structures | By-Law 7 | 75-b/c-13 |
| Practice Management - Support Staff (see Support Staff) |  By-Law 7.1 s.6.1 Part I | 83-d-1384-a-13 |
| Practice Management - Technology - See Technology |   | 81-b-13 |
| Practice Management - Time Management - See Time Management |   | 79-d-13 |
| Practice Management Helpline - Competence and Professional Development |  | 3-a-1 |
| Practice of Law - Chapter 4 of Rules |   | 2-c-1 |
| Practice Restrictions- former judges | S. 7.7 | 66-d-11 |
| Practice Review Program - CPD - remedial in nature |  | 3-c-1 |
| Practice-related promises - SEE Undertakings | r. 5.1-6, 7.2-11comment5.1-6 | 64-b/c/d-11 |
| Preparation- witnesses  | rr. 5.3-1 | 70-d-12 |
| Prevent Abuse of Tribunal Process - Duty | rr. 3.2-5, 3.2-5.1 and commentary, and rr. 5.1-2(a) and (n) | 68-c/d-12 |
| Privacy - client referrals - avoid making initial contact with prospective clients |  | 87-a-13 |
| Privacy - collection of personal information - new client matter |  | 86-d-1387-a-13 |
| Privacy - destruction of personal information - ensure secure disposal - See also: File Management - closing files- destroying documents) |  | 87-d-13;79-a-13 |
| Privacy - destruction of personal information - metadata - (data about data) must also be destroyed |  | 88-a/c-13 |
| Privacy - destruction of personal information - must keep a record |  | 88-a/c-13 |
| Privacy - Develop Privacy Policy - LawPRO as precedent |  | 86-c-13 |
| Privacy - disclosure of client personal info - conflict between Rules and PIPEDA - contact LSUC Helpline |  | 87-b-13 |
| Privacy - disclosure of personal info upon written request - 30 day response |  | 87-c-13 |
| Privacy - disclosure of personal information - EXCEPTIONS to consent requirements under S.7(3) and (5) (where PIPEDA exceptions conflict with obligations under Rules - contact Helpline) |  | 87-a/b-13 |
| Privacy - DISCLOSURE of personal information - obtain consent |  | 87-b-13 |
| Privacy - disclosure of personal information - PIPEDA and confidentiality obligations in Rules |  | 87-b-13 |
| Privacy - for Law Practice - See also PIPEDA |  | 85-d-1386-a-13 |
| Privacy - Large Firms - consider appointing Privacy Officer |  | 86-b-13 |
| Privacy - obligation to respond to request for personal info in 30 days |  | 87-c-13 |
| Privacy - personal information - outsourcing storage and processing - service provider outside of Canada - must notify clients |  | 87-d-1388-a-13 |
| Privacy - personal information - transparency of handling practices |  | 87-d-13 |
| Privacy - process request for personal info at minimal cost | PIPEDA, Sched 1, Principle 9, clause 4-9.4 | 87-c-13 |
| Privacy - retention and security of personal information - See also File Management - retaining documents |  | 87-c/d-13; 78-c/d-1379-b/c-13 |
| Privacy - safeguarding personal information - outsourcing storage and processing - permissible but still responsible |  | 87-d-13 |
| Privacy - safeguarding personal information - reasonable measures (the more sensitive the info, stronger the safeguards) |  | 87-d-13 |
| Privacy - use and disclosure of personal information |  | 87-a/b-13 |
| Privacy - USE of client information for secondary purposes - SENSITIVE information (e.g. health) - *express* consent required |  | 87-a-13 |
| Privacy - use of client information for secondary purposes - should advise and obtain consent |  | 87-a-13 |
| Private prosecution - self report to LSUC  | r. 7.1-4.4By-law 8, s.2 | 62-b-11 |
| Privilege - Client Property | S. 3.5 and commentariesby-law 9  | 40-c/d-7 |
| Privilege - Confidentiality (privilege a subset) | r. 3.3-1 | 19-a/b-5 |
| Privilege - Definition | r. 3.3-1 | 19-a/b-5 |
| Privilege - Evidentiary rule | r. 3.3-1 | 19-a-5 |
| Privilege - Justified Disclosure - assert if privileged, consider if may be | r. 3.3-1.1 | 20-bc/d-5;21-a/b/c/d-522-a/b-5 |
| Privilege - Lawyer and Client | r. 3.3-1 | 19-a/b-5 |
| Privilege - Litigation | r. 3.3-1 | 20-a/b-5 |
| Privilege - Mediators | S. 5.7comment | 66-c-11 |
| Privilege - vs. Confidentiality (distinguish) | r. 3.3-1 | 19-a/b-5 |
| Pro Bono - Conflict of Interest - Content of Duty | rr. 3.4-16.2 - 3.4-16.6, comment | 30-b/c-6 |
| Pro Bono - Conflict of Interest - Limitations to modified rules | rr. 3.4-16.2 - 3.4-16.6, comment | 30-c/d-6 |
| Pro Bono - Conflict of Interest - Modified rules | rr. 3.4-16.2 - 3.4-16.6, comment | 30-c-6 |
| Pro Bono - Conflict of Interest - No Imputation of confidential info to partners and associates | rr. 3.4-16.2 - 3.4-16.6, comment | 30-b/c-6 |
| Pro Bono - Conflict of Interest - Short Term Legal Services- Process | rr. 3.4-16.2 - 3.4-16.6, comment | 30-c/d-6 |
| Pro Bono - Conflict of Interest- Screening Measures | rr. 3.4-16.2 - 3.4-16.6, comment | 30-c/d-6 |
| Pro Bono - Fees | r. 4.1-1- commentary | 44-b/c-8 |
| Pro Bono - lawyers encouraged to provide | r. 4.1-1- commentary | 44-b/c-8 |
| Pro Bono Law Ontario court based services - exception to conflict of interest rules - Cannot act if aware of conflict | rr. 3.4-16.2 - 3.4-16.6, comment | 30-b/c-6 |
| Pro Bono Law Ontario court based services - modification to general rules on conflict of interest | rr. 3.4-16.2 - 3.4-16.6, comment | 30-b/c-6 |
| Proceedings Authorization Committee (PAC) - Complaints |   | 3-c-1 |
| Process in firm - New Client |   | 10-b-3 |
| Professional - duty to be Professional - meaning of professional | rr. 2.1-1 - 2.1-2 | 5-a-2 |
| Professional - fulfill duty |   | 5-a-2 |
| Professional Development - competence area - annual requirements (By-law 6.1) - Law Society | By-Law 6.1r. 3.1-1, 3.1-2, comment, 3.7-7  | 17-a-4 |
| Professional Development - competence area & adapting to change | r. 3.1-1, 3.1-2, comment, 3.7-7 By-Law 6.1 | 17-a-4 |
| Professional Development - Legislation, rules, standards, techniques and practices | r. 3.1-1, 3.1-2, comment, 3.7-7 By-Law 6.1 | 17-a-4 |
| Professional Development - Purpose |  r. 3.1-1, 3.1-2, comment, 3.7-7 By-Law 6.1 | 17-a-4 |
| Professional Interactions - Duty - to Lawyers and others* courtesy and good faith
* communications with others
* communications with represented persons
* undertakings and professional promises
* financial obligations
 | Section 7.2 | 62-d-11 |
| Professional Liability Insurer - Error by lawyer | r 7.8-3 | 40-b-7 |
| Professional Misconduct - Discipline by law Society | r. 1.1-1Section 7.8.2 | 60-c-11 |
| Professional Misconduct- Discipline | r. 1.1-1Section 7.8.2 | 60-c-11 |
| Professional misconduct- Duty to law society- Respond promptly and completely | r. 7.1-1 | 59-b/c-11 |
| Professional misconduct- trust account- inappropriate payment | r. 3.6-10By-Law 9- part. IV | 46-a-8 |
| Professional Relationship - lawyer & client |   | 37-b-7 |
| Professional Responsibility Requirements - LSUC - purpose |   | 59-a-11 |
| Professionalism |   | 5-a-2 |
| Professionalism - advancement of the legal profession - uphold standards and advance goals | r. 2.1-2 and commentary  | 5-c-2 |
| Professionalism - courtesy & good faith | r. 7.2-1r. 2.1-1, 2.1-2 | 5-a-2 |
| Professionalism - discrimination | rr. 6.3 | 6-a/b-2 |
| Professionalism - diversity | r. 2.1-1 | 5-d-26-a-2 |
| Professionalism - harassment | rr. 6.3.1-3, 6.3 | 6-b/c/d-2 |
| Professionalism - Human Rights Code | r. 2.1-1Ss. 6.3- 6.3.1 | 5-d-26-a/b/c/d-2 |
| Professionalism - Integrity, civility, honour | rr. 2.1-1 | 5-a/b-2 |
| Professionalism - model policies |   | 6-d-2;7-a-2 |
| Professionalism - standard | rr. 2.1-1 - 2.1-2 | 5-a-2 |
| Prohibited - Interviewing represented witnesses (+ exception) | rr. 5.3-1, 7.2-6, 7.2-6Acomment | 71-a-12 |
| Prohibited conduct - duty to other lawyers - courtesy & good faith: Refrain from* sharp practices
* taking unfair advantage of mistakes
* denying reasonable requests
* unfounded criticism

using recording device without permission | rr. 7.2-1 - 7.2-3 | 63-a-11 |
| Prohibited conduct - harassment | rr. 6.3, 6.3-3, 6.3.1-3 | 6-b/c/d-2 |
| Prohibited Disclosure - between lawyers/firms - where disclosure* Compromise privilege
* Prejudice client
 |  | 22-b-5 |
| Promises, from lawyer - SEE Undertakings | r. 7.2-11comment5.1-6 | 64-b/c/d-11 |
| Property - SEE ALSO: Client Property |  |  |
| Prosecutor - duties - to public and administration of justice | r. 5.1-3comment | 68-b-12 |
| Prospective Client - Definition | r. 1.1-1 | 9-b/c-3 |
| Prospective clients - confidentiality |  r. 3.3-1 | 19-d-5 |
| Prospective clients - conflict of interest |  r. 3.4-1, comment | 25-a/b/c/d-626-a-6  |
| Prospective clients - privacy - avoid making initial contact |  | 87-a-13 |
| Protection for clients - authorized lawyers | r. 7.6-1comment | 59-c/d-11 |
| Psychological harm - Disclosure - permitted if substantial interference with health or wellbeing (Smith v Jones) | r. 3.3-3 | 21-a/b-5 |
| Public Appearances - duties | Section 7.5 | 65-b/c-11 |
| Public Appearances - restrictions | Section 7.5 | 65-b/c-11 |
| Public appearances and statement - guidelines | Section 7.5 | 65-b/c-11 |
| Public appearances and statements - prohibited if likely to prejudice right to fair hearing | Section 7.5 | 65-c-11 |
| Public Discussions / Conversations - Disclosure - Prohibited | r. 3.3-1 comment | 23-c-5 |
| Public Office - Conduct unbecoming (cannot reflect adversely upon lawyer’s integrity) - Disciplinary action | r. 7.4-1 | 65-b-11 |
| Public Office - Duty - Public eye | r. 7.4-1 | 65-b-11 |
| Public Office - Duty of lawyer while in office | r. 7.4-1 | 65-b-11 |
| Public Office - Duty to uphold integrity of profession | r. 7.4-1 | 65-b-11 |
| Public Statements - duties | Section 7.5 | 65-c-11 |
| Public Statements - restrictions | Section 7.5 | 65-b/c-11 |
| Public statements- self promotion- prohibited | s. 7.5 | 65-c-11 |
| Purchase and sale of practice | rr. 3.6-5-r. 3.6-7 comment | 46-b-8 |
| Purpose- Short-term legal services Pro Bono Law Ontario court based - exception to conflict of interests | rr. 3.4-16.2 - 3.4-16.6, comment | 30-b/c-6; |
| **Q** |  |  |
| Quality of Service - Competence | r. 3.2-1 | 17-a/c-4 |
| Quality of Service - courteous, thorough, prompt | r. 3.2-1 | 17-a-4 |
| Quality of Service - deadlines-timeliness -expectations  | r. 3.2-1 | 17-c-4 |
| Quality of Service to Client - r. 3.2 (+)* honesty and candour - r. 3.2-2
* encourage compromise /settlement / ADR - r. 3.2-4
* not to threaten criminal proceedings - r. 3.2-5
* fraud by client - r. 3.2-7/8
* diminished capacity - r. 3.2-9
* medical / legal reports - r. 3.2-9.1
* Title insurance - r. 3.2-9.1- 3.2-9.3
* Reporting on mortgages - r. 3.2-9.8 - 3.2-9.9
* errors and omissions - section 7.8
* official language rights - r. 2.1-1 commentary
 | r. 3.2  | 37-d-738-a-738-a-738-b/c-738-c-739-b-739-c-739-d-740-a-740-b-7 |
| Quality of service—duty  | r. 3.2-1 | 17-a/c-4 |
| **R** |  |  |
| Real estate - electronic registration - e-reg ™ - must sign DRA | r. 7.2-11comment | 64-c-11 |
| Real Estate - Support Staff | R 6.1-(5)-6.1-6.2 | 83-d-1384-85-d/a-13 |
| Real Estate - Undertakings - Document registration Agreement | r. 7.2-11comment | 64-b/c-11 |
| Real Property - transferor / transferee- conflict of interest | rr. 3.4-16.7 - 3.4-16.9 | 30-a/b-6 |
| Reasonable notice - intention to withdraw - no loss of advantage or rights | r. 3.7-1comment | 55-b-10 |
| Reasonable notice - intention to withdraw - rules of court or tribunal will govern |  r. 3.7-1comment | 55-b-10 |
| Reasonable Notice - Withdrawal - Factors determining if notice reasonable | r. 3.7-1comment | 55-b-10 |
| Reasonable notice of an intention to withdraw - varies | r. 3.7-1comment | 55-b-10 |
| Reasonable person standard - permitted disclosure - prevent harm | r. 3.3-5 | 21-a/b-5 |
| Reasonable Requests - duty to lawyers & others | rr. 7.2-1 - 7.2-3 | 62-d-11 to63-a-11 |
| Receiving Cash - Record Keeping - receipts  |   | 101-d-14 |
| Receiving Money From Clients - see Money from Clients |  | 95-a-14 |
| Reconciliation - Trust Accounts - mandatory - See Record Keeping - Monthly Trust Comparison  | By-Law 9, Part V  | 99-d-14;100-a/b-14 |
| Record Keeping | By-Law 9, Part V | 97-a/b-14 |
| Record Keeping - Bookkeeping - May be delegated to trained support staff, independent bookkeeper, accountant |   | 97-b-14 |
| Record Keeping - Clients’ Trust Ledger (10 years) - combo of receipts and disbursements  |   | 99-b-14 |
| Record Keeping - Detailed Duplicate Cash Receipts Book (6 years) | By-Law 9, Part V  | 101-d-14 |
| Record Keeping - Detailed Duplicate Deposit Slips |  | 101-c-14 |
| Record Keeping - Duplicate Cash Receipts Book - must contain... | By-Law 9, Part V | 101-d-14 |
| Record Keeping - Duplicate Cash Receipts Book - should number duplicate cash receipts | By-Law 9, Part V | 99-d-14 |
| Record Keeping - Duplicate Cash Receipts Book - signatures | By-Law 9, Part V | 101-d-14 |
| Record Keeping - Duplicate Cash Receipts Book - signatures - preventing money laundering |  | 101-d-14102-a-14 |
| Record Keeping - Financial Institution - must switch financial institution if don’t provide required source docs |  | 101-c-14 |
| Record Keeping - General Account | By-Law 9, Part V  | 97-c/d-14 |
| Record Keeping - General Account - Client General Ledger (optional) |   | 98-b/c-14 |
| Record Keeping - General Account - Fees Book - $ fees charged to client - kept for 6 years |   | 98-a/b-14 |
| Record Keeping - General Account - Fees Book - contents  |  | 98-a/b-14 |
| Record Keeping - General Account - General Disbursements Journal - contents |  | 97-d-14;98-a-14 |
| Record Keeping - General Account - General Disbursements Journal - $ lawyer spends - kept for 6 years |   | 98-a/b-14 |
| Record Keeping - General Account - General Receipts Journal - $ lawyer receives - kept for 6 years |   | 97-d-14 |
| Record Keeping - General Account - General Receipts Journal - contents |  | 97-d-14 |
| Record Keeping - General Account - lawyer must keep  | By-Law 9, Part V | 97-c/d-14 |
| Record Keeping - General Account - Monthly General Reconciliation (optional) |   | 98-c-14 |
| Record Keeping - General Account - types of records | By-Law 9, Part V  | 97-c-14 |
| Record Keeping - General Account General Cash Journal | By-Law 9, Part V  | 97-d-14 |
| Record Keeping - General Account -Records kept for 6 years + current year |  | 97-d-14 |
| Record Keeping - Minimum Requirements - By-law 9 - purpose | By-Law 9, Part V  | 97-a/b-14 |
| Record Keeping - Monthly Trust Comparison - amounts lawyer forgot to post to trust receipts or disbursements journal  |  | 99-d-14 |
| Record Keeping - Monthly Trust Comparison - client liabilities |   | 100-b/c-14 |
| Record Keeping - Monthly Trust Comparison - client trust listing |   | 100-b-14 |
| Record Keeping - Monthly Trust Comparison - client trust listing - process |   | 100-c/d-14 |
| Record Keeping - Monthly Trust Comparison - errors by financial institution  |  | 100-a/c/d-14 |
| Record Keeping - Monthly Trust Comparison - trust bank balance reconciliation - process |   | 99-d-14 to 100-b-14 |
| Record Keeping - Monthly Trust Comparison - trust reconciliation = mandatory | By-Law 9, Part V  | 99-c/d-14 |
| Record Keeping - Monthly Trust Comparison - trust reconciliation - comparison process |   | 100-a/b-14 |
| Record Keeping - Monthly Trust Comparison - trust reconciliation - lawyer must review  |   | 100-d-14 |
| Record Keeping - Monthly Trust Comparison - trust reconciliation - lawyer must review - what lawyer must ensure  |  | 100-d-14  |
| Record Keeping - Monthly Trust Comparison (10 years)  |   | 99-c-14 to 100-d-14 |
| Record Keeping - Monthly Trust Comparison (10 years) - completed 25th of each month |   | 99-c/d-14 |
| Record Keeping - Other Keeping Requirements | By-Law 9, Part V | 100-d-14101-a-14 |
| Record Keeping - Records MUST be current, permanent, avail in paper copy | By-Law 9, Part V | 97-c-14 |
| Record Keeping - Sample - Figure 1 Fees Book |   | 103--14 |
| Record Keeping - Sample - Figure 1 Fees Book |  | 103 -- 14 |
| Record Keeping - Sample - Figure 1 General Disbursement Journal |   | 103--14 |
| Record Keeping - Sample - Figure 1 General Receipts Journal |   | 103--14 |
| Record Keeping - Sample - Figure 2 General Client Ledger |   | 104--14 |
| Record Keeping - Sample - Figure 3 Trust Disbursements Journal |   | 105--14 |
| Record Keeping - Sample - Figure 3 Trust Receipts Journal |   | 105--14 |
| Record Keeping - Sample - Figure 3 Trust Transfer Journal |   | 105--14 |
| Record Keeping - Sample - Figure 4 Clients’ Trust Ledger |   | 106--14 |
| Record Keeping - Sample - Figure 5 Monthly Trust Comparison |   | 107--14 |
| Record Keeping - Sample - Figure 6 Duplicate Cash Receipt |   | 108--14 |
| Record Keeping - Sample - Figure 7 Valuable Property Record |   | 108--14 |
| Record Keeping - Sample - Figure 8 Electronic Trust Transfer Requisition Form (Form 9A) |   | 109--14 |
| Record Keeping - sample documents |   | 100-a-14 |
| Record Keeping - Source Documents - cheque Imaging - special considerations  |   | 101-b-14 |
| Record Keeping - Source Documents - examples |   | 101-a/b-14 |
| Record Keeping - Source Documents - General and Trust Accounts (10 years) |   | 101-a/b-14 |
| Record Keeping - Source Documents - must keep |   | 97-a/b-14 101-a/b/c-14 |
| Record Keeping - Trust Account  | By-Law 9, Part V  | 98-d-14 |
| Record Keeping - Trust account | By-Law 9, Part V | 98-d-14 |
| Record Keeping - Trust Account - lawyer must keep | By-Law 9, Part V | 98-d-14 |
| Record Keeping - Trust Account - Records kept for 10 yrs + current yr except Transfer Journal |   | 98-d-1499-a-14 |
| Record Keeping - Trust account - source documents | By-Law 9, Part V | 101-a/b/c-14 |
| Record Keeping - Trust Account - Trust Cash Journal - Definition | By-Law 9, Part V | 98-d-14 |
| Record Keeping - Trust Account - types of records | By-Law 9, Part V  | 98-d-14 |
| Record Keeping - Trust Disbursements Journal - Electronic Trust Transfer Requisition Form |  | 99-b-14 |
| Record Keeping - Trust Disbursements Journal (10 years) - payments made out of the trust |   | 99-a-14 |
| Record Keeping - Trust Receipts Journal (10 years) - $ held for the client |   | 98-d-1499-a-14 |
| Record Keeping - Trust Transfer Journal (6 years) - tracks $ transferred between trust accounts |   | 99-b/c-14 |
| Record Keeping - Valuable Property Record - contents |   | 102-c-14 |
| Record Keeping - Valuable Property Record (10 Years) | By-Law 9, Part V  | 102-a/b-14 |
| Record Keeping Requirements | By-Law 9, Part V  | 97-a/b-14 |
| Recording Devices - duty to lawyers & others | rr. 7.2-1 - 7.2-3 | 63-a-11 |
| Records - Verification - retention timeframe | By-Law 7.1, Part III-s.23(14) | 13-c/d-3 |
| Referral Fees - Consent of client mandatory | rr. 3.6-5 - 3.6-6 | 46-b-8 |
| Referrals - Conditions and restrictions for referral fee | r. 3.6-6- 3.6-7(b) | 46-a/b-8 |
| Referrals - fee splitting with non-licensees (cannot) | r. 3.6-7 | 46-c-8 |
| Refunds - Cash refunded to client |  | 95-d-1496-a-14 |
| Refunds - Money from Clients - Cash  |  | 95-d-1496-a-14 |
| Registered mortgage and final report- lender- lawyer’s obligation | rr. 3.2-9.8-3.2-9.9 | 39-d-7 |
| Related Person - lawyer borrowing from and lending to clients | r. 3.4-32 | 32-a/b/c-6 |
| Related Person (s. 251 of the *Income Tax Act*) - transfer of title - mortgage/loan transaction - “Related Persons Exception” | rr. 3.4-16.2 - 3.4-16.6, comment | 29-b/c-6;30-a/b-6 |
| Related persons - Definition | rr. 3.4-16.7 - 3.4-16.9; Income Tax Act s.251 | 29-b/c-6;30-a/b-6 |
| Relationship to Administration of Justice - Chapter 5 of Rules |   | 2-c-1 |
| Relationship to Clients - Chapter 3 of Rules |  | 2-b-1 |
| Relationship to Students, Employees and Others - Chapter 6 of Rules |   | 2-c-1 |
| Relationship to the Society and Other Lawyers - Chapter 7 of Rules |   | 2-c-1 |
| Relationship with Client - Managing - Stages |  | 49-a-9 |
| Remedial programs - CPD, restrict practice, Practice Review, etc |  | 3-c-1 |
| Remote locations - transfer of title | rr. 3.4-16.2 - 3.4-16.6, comment | 30-a-6 |
| Report - mental instability of lawyer/paralegal | r. 7.1-3 | 61-b-11 |
| Report - misconduct - by lawyer or paralegal | r. 7.1-3 | 61-b-11 |
| Report - misconduct - encourage client | rr. 7.1-4 - 7.1-4.3 | 61-c/d-11 |
| Report - misconduct - rule does not interfere w/ solicitor-client privilege | r. 7.1-3 | 61-b-11 |
| Report misconduct - Duty | r. 7.1-3 | 61-b-11 |
| Report- misconduct- lawyer’s own misconduct as well as others  | r. 7.1-3 | 61-c-11 |
| Reporting - Criminal charges & convictions - *Criminal Code* s.504 | r. 7.1-4.4By-law 8, s.2 | 62-b-11 |
| Reporting - Criminal charges & convictions - Other Lawyers | r. 7.1-4.4By-law 8, s.2 | 62-b-11 |
| Reporting - Criminal charges & convictions - Timelines (as soon as reasonably practicable) | r. 7.1-4.4By-law 8, s.2 | 62-a/b-11 |
| Reporting - Criminal charges & convictions (SEE ALSO: Criminal charges and convictions) | r. 7.1-4.4By-law 8, s.2 | 61-d-1162-a/b-11 |
| Reporting - errors and omissions - LawPRO - subject to confidentiality | Section 7.8 | 62-b/c-11 |
| Reporting- Criminal Charges and convictions - Final Result | r. 7.1-4.4By-law 8, s.2 | 61-d-11;62-a/b-11 |
| Reporting errors & omissions - to client and to LawPRO (subject to confidentiality rules) | Section 7.8 | 62-b/c-11 |
| Reporting letter - termination - Contents- (SEE ALSO: Disengagement) |   | 51-b/c-9 |
| Reporting on Mortgage Transactions | rr. 3.2-9.8-3.2-9.9 | 39-d-7 |
| Reporting requirements - Client is organization - dishonest or fraudulent conduct | rr. 3.2-7, 3.2-8 | 38-b/c-7 |
| Representation (withdrawal from)- SEE: WITHDRAWAL  |  | 55-a-10 |
| Represented individuals - lawyer communications with - prohibited | r. 7.2-6  | 63-b/c-11 |
| Represented individuals - lawyer negotiations with - prohibited | r. 7.2-6  | 63-b/c-11 |
| Represented organizations - lawyer communications with - prohibited (various individuals and posts) |  rr. 7.2-8-7.2-8.2 and comment | 63-d-1164-a-11 |
| Represented organizations - lawyer communications with employees / acting for employees |  rr. 7.2-8-7.2-8.2 and comment | 64-a-11 |
| Represented witness - Interviewing - Special obligations | rr. 5.3-1, 7.2-6, 7.2-6Acomment | 71-a-12 |
| Representing joint clients (joint retainer rule) | rr. 3.4-5 - 3.4-9 | 10-c/d-3; 11-a-3 |
| Required Disclosure - confidential info | r. 3.3-1.1 | 20-c/d-5 |
| Resign - In house counsel - Wrongful Conduct by organization | rr. 3.2-7, 3.2-8 | 38-b/c-7 |
| Respond promptly - duty to law society | r. 7.1-1 | 59-b-11 |
| Restriction (of licence) - obligations |  rr. 7.6-1.2 - 7.6-1.4By-law 7.1 part IIBy-law 9 part II.1 | 60-b-11 |
| Retainer - contents / address these things in the retainer: specific legal service, specific results, costs, time likely required | r. 3.1-1-3.1-2 | 16-c-4 |
| Retainer - Definition / Types* Retainer (act of retaining a lawyer)
* Retainer agreement (contract outlining services)
* Money retainer - see Money Retainer
 |   | 43-b-8 |
| Retainer - Disclosure - implied consent to disclose confidential info | r. 3.3-1 | 20-a/b-5 |
| Retainer - discuss scope with client  | r. 3.1-1 | 16-c/d-4 |
| Retainer - Joint |  rr. 3.4-5 - 3.4-9 | 10-c/d-3;11-a-3 |
| Retainer - Lawyer Client retainer - duties triggered by |   | 9-c-3 |
| Retainer - refuse - conflict of interest - both sides of dispute  | rr. 3.4-1; 3.4-3; 3.7-7 | 26-d-6 |
| Retainer - third parties - authorization from client - instructions |  | 10-a-3; 11-b-3 |
| Retainer - third parties - confusion as to client |  | 10-a-3; 11-b-3 |
| Retainer (Scope of) - Written confirmation |  | 43-a-8; |
| Retainer Agreement - 2 basic terms (scope & costs) |  | 50-b-9 |
| Retainer Agreement - contents |   | 50-b/c/d-9 |
| Retainer Agreement - formal or informal |  | 9-d-3 |
| Retainer Agreement - use to confirm who is client and who authorized for instructions  - joint clients r. 3.4-5 - organization r. 3.2-3 | rr. 3.4-53.2-3 | 9-b/c-3 |
| Retainer- withdrawal- explain factors - at beginning of retainer and upon withdrawal |  | 55-c-1057-b/c-10 |
| Retaining documents - copies for lawyer- defend against negligence |   | 42-c-7 |
| Retention of records - verification - timeframe | By-Law 7.1, Part III-s.23(14) | 12-d-3 |
| Retired judges - Returning to practice - Convocation approval required to appear in court  | S. 7.7 | 66-d-11 |
| Returning documents - SEE Client File |  | 41-d-742-a/c-7 |
| Right to criminal trial in French- language rights- Criminal code S530- duty to inform | r. 2.1-1 commentary | 40-b-7 |
| Right to decline representation of client |  | 49-d-9 |
| Right to Fair Trial - Public Statements & media appearances prohibited if interfere with | Section 7.5 | 65-b/c-11 |
| Right to lien on client file for unpaid fees | r. 3.7-9 comment | 57-c-10 |
| Rules - Multi-Discipline Practice (MDP) - Non-licensees must comply | Section 7.8.1 | 65-c/d-11 |
| Rules - Non-Licensees in MDP must comply | Section 7.8.1 | 65-c/d-11 |
| Rules - steps to consider in applying |  | 2-d-1 to 3-a-1 |
| Rules of Professional Conduct - Amendments (in force October 2014, rules are current as of March 2016) |  | 2-b-1 |
| Rules of Professional Conduct - Applicability to all proceedings |  | 67-a-12 |
| Rules of Professional Conduct - conflict w personal ethics |   | 2-d-1;3-a-1 |
| Rules of Professional Conduct - guidelines to resolve ethical problem (7 recommended steps) |   | 2-d-1; 3-a-1 |
| Rules of Professional Conduct - interpretation | r. 1.0-1r. 1.1-1 | 2-d-1;3-a-1 |
| Rules of Professional Conduct - knowledge of- Law Society Act - Duty | r. 3.1-1 (g) | 15-c-4 |
| Rules of Professional Conduct - outline |   | 2-b/c/d-1 |
| Rules of Professional Conduct - priority over personal beliefs |   | 2-d-1;3-a-1 |
| Rules of Professional Conduct - process of applying |  | 3-a-1 |
| Rules of Professional Conduct - purpose |  | 3-a-1 |
| Rules of Professional Conduct - regulations under (By-Laws) |  | 2-b-1 |
| Rules of Professional Conduct - Terminology |  | 1-d-1 to 2-a-1 |
| Rules of Professional Conduct/Law Society Act - letter & spirit | r. 3.1-1 (g) | 16-b-4 |
| **S** |  |  |
| Sale of law practice - Fee Splitting | r. 3.6-7 comment | 46-b/c-8 |
| Same law firm - Joint retainer - Mortgage and Loan transaction - Acting for borrower and lender | rr. 3.4-12 - 3.4-16.9 | 29-b/c/d-6 |
| Same law firm - Joint retainer - Transfer of title | rr. 3.4-16.7 - 3.4-16.9 | 30-a/b-6 |
| Sample Record Keeping - See Record Keeping - Sample Documents |  | 102-c-14 |
| Scope of agreement |  | 43-a-8 |
| Scope of Representation - Changes - New Retainer  |  | 51-a-9 |
| Screening Clients - SEE: Screening Stage; Identification/Verification of client | By-Law 7.1, Part III | 49-b/c-9 |
| Screening Stage - conflicts, competence, timeliness  |  | 49-b/c-9 |
| Screening Stage - declining a matter - may provide referral/resources |  | 49-d-9 to 50-a-9 |
| Screening Stage - difficult clients - identify |  | 49-c/d-9 |
| Screening Stage - Factors to assist whether to accept/decline |  | 49-b/c-9 |
| Screening Stage - Purpose / Factors to consider |  | 49-b/c-9 |
| Screening Stage - record information gathered |  | 49-d-9 |
| Second Opinion - Communication with represented individual | r. 7.2-7 | 63-c-11 |
| Second Opinion - Consulting first legal practitioner | r. 7.2-7 | 63-c-11 |
| Securing Payment - Fees | r 3.4-29 | 47-d-8 |
| Securing Payment - Fees - Other than Retainer | r 3.4-29 | 47-d-8 |
| Security of Court Facilities - anonymous tip where bound by confidentiality | r. 5.6-3 | 22-c/d-5 |
| Security of Court Facilities - disclosure  |  r. 5.6-3 | 22-d-5 |
| Security of court facilities - Duty to inform responsible persons | r. 5.6-3comment | 66-b-11 |
| Self-Promotion - Public Statements - prohibited |  | 65-c-11 |
| Self-reporting - Criminal charges & convictions | r. 7.1-4.4By-law 8, s.2 | 61-d-11 to62-a/b-11 |
| Separate interest bearing trust account - see Trust Account - separate interest bearing trust account |  | 89-d to 90-a-14 |
| Serious loss of Confidence - definition | r 3.7-2 | 55-d-10 |
| Serious Loss of Confidence - Examples |  | 55-d-10 to 56-a-10 |
| Serious loss of confidence- Withdrawal - client refuses to take advice (but no threats to force decision) | r. 3.7-2comment | 56-a-10 |
| Service & Communication - competent lawyer | r. 3.1-1 (d) | 16-b-4 |
| Service to Client - Duty - contents | Sections 3.1, 3.2 | 15-a-3;17-a/c-3 |
| Services in French (Ontario)- French Language Services Act 5(1)- language rights- duty to inform | r. 3.2-2A - 3.2-2B | 40-b-7 |
| Settlement - Funds - payment of lawyer from client funds | By-law 9 - Part IV | 45-d-8 to 46-a-8 |
| Settlement - offer and acceptance - duty to present settlement offer | r. 3.2-4 | 38-a-7 |
| Settlement - Trust Account - Conditions for payment of fees | r. 3.6-10By-Law 9 - Part IV | 45-d-8 to 46-a-8 |
| Sexual Harassment - Course of conduct/series | r. 6.3-0 | 6-b-2 |
| Sexual Harassment - Definition | r. 6.3-0 | 6-b-2 |
| Sexual Harassment - examples | r. 6.3-0 | 6-c/d-2 |
| Sexual Harassment - Single Incident | r. 6.3-0 | 6-b-2 |
| Sexual relationship - clients | r. 3.4-1 | 33-c-6 |
| Sharing fees, profits, costs etc. - SEE Fee Splitting | r. 3.6-5 | 46-b-8 |
| Sharing space with Unauthorized persons - requires Convocation approval | r. 7.6-1.1comment | 59-d-11 to 60-a-11 |
| Sharp Practice, prohibited - duty to lawyers/others - courtesy and good faith | rr. 7.2-1 - 7.2-3 | 63-a-11 |
| Sharp Practices - duty to lawyers & others | rr. 7.2-1 - 7.2-3 | 63-a-11 |
| Shit faced- don’t do it! | r. 5.1-2(p) | 69-d-12 |
| Signing E-Reg™ docs - lawyer assumes complete responsibility | R 6.1-(5)-6.1-6.2 | 84-d-13 |
| Skills - competent lawyer - examples | r. 3.1-1 (c) | 15-d-4;16-a-4 |
| Smith v Jones - Disclosure - Risk of serious psychological harm | r. 3.3-3 | 21-a-5 |
| Sole Practice, General partnership, LLP, Professional Corporation - permitted structures | By-Law 7 | 75-b/c-13  |
| Solicitor’s Act - Contingency Fee Agreement - requirements (mandatory) |  r. 3.6-2, comment | 46-d-8 to47-a/b-8 |
| Solicitor’s Act - statement of account - requirements | r. 3.6-3 | 43-b/c-8 |
| Solicitor’s Act 34- Fees - Securing Payment - Charging Order | Solicitors Act 34, r 3.4-29 | 47-d-8 |
| Solicitors Act 35 -Mortgage against Property - Fees - Securing Payment | Solicitors Act 35, r 3.4-29 | 47-d-8 |
| Solicitors Act- Contingency Fee- fees from cost award must be approved |  r. 3.6-2, comment | 46-d-8 to47-a/b-8 |
| Solicitors Act S 33- Interest- requirements | r. 3.6-1.1 | 45-a-8 |
| Solicitor's Lien - Fees - Securing Payment  | r 3.4-29 | 47-d-8 |
| Source Documents - Definition - See Record Keeping - Source Documents |  | 101-a/b/c-14 |
| Special obligation - Client is organization - Dishonest or fraudulent conduct discovered - Reporting/withdrawal | rr. 3.2-7, 3.2-8 | 38-b/c-7 |
| Special responsibility - French language client - inform client of language rights | r. 2.1-1commentary | 40-b-7 |
| Spot Audit Program - CPD - remedial in nature |  | 3-a/b-1 |
| Spouse - lawyer borrowing from and lending to clients | r. 3.4-31 | 32-b/c-6 |
| Stage of Testimony - Interviewing witnesses - Considerations | r. 5.4-2 | 71-b-12 |
| Standard of Care - Fiduciary |   | 37-b-7 |
| Standard of Competence | rr. 3.1-1 - 3.1-2 | 15-a/b-4 |
| Standard of Competence - failure to meet - what constitutes a failure - consequences | rr. 3.1-1 - 3.1-2Law Soc. Act, s. 41 | 15-a/b-4 |
| Standards of the Legal Profession | rr. 3.1-1 - 3.1-2Law Society Act, s. 41 | 15-a/b-4 |
| Standing (in court) - Transfers between firms | rr. 3.4-17 - 3.4-23 | 30-d-6 to31-a/b/c-6 |
| Statement of Account - Disputed amount - what to do | r. 3.6-3comment | 45-b/c-8 |
| Statement of Account - incl Joint Retainer  | 3.6-3-3.6-4 | 45-b/c-8 |
| Statement of Account - Solicitor’s Act req’ts - “subscribed with proper hand” | Solicitors Act s. 2(1) | 45-c-8 |
| Stolen Property - by client | r. 3.2-7 | 38-b-7 |
| Subscribed with proper hand - Definition | Solicitors Act s. 2(1) | 45-c-8 |
| Successor Lawyer - duties upon being retained - ensure other lawyer actually withdrawn | r. 3.7-10 comment | 58-c-10 |
| Successor lawyer - duty by old lawyer to assist transition | rr. 3.7-8, 3.7-9 comment | 57-b-10 |
| Successor Lawyer - third parties hired by previous lawyer | R7.1(2)comment | 83-c/d-13 |
| Successor Lawyer - withdrawal follow up | r. 3.7-10 comment | 56-a/c-10 |
| Supervision - staff and paralegals | By-law 7.1, Part I  | 85-a-13 |
| Supervision - support staff - real estate | R 6.1-(5)-6.1-6.2 | 84-d-13 |
| Support Staff- |  | 83-c/d-1384-a/b/c-13 |
| Support Staff - articled students not included |  By-Law 7.1 Part I S.6.1 | 83-c/d-13 |
| Support Staff - clearly identify themselves in all communications |  | 83-c/d-13 |
| Support Staff - delegation  | By-law 7.1, Part I | 84-b/c-13 |
| Support Staff - delegation - examples of appropriate tasks  | By-Law 7.1, Part I | 84-c-13 |
| Support Staff - delegation - special matters & real estate | R 6.1-(5)-6.1-6.2 | 84-d- 1385-a-13 |
| Support Staff - hiring process |  | 83-d-13; 84-a-13 |
| Support Staff - hiring process - comply with Ontario Human Rights Code |  | 83-d-13 |
| Support Staff - real estate  | R 6.1-(5)-6.1-6.2 | 84-d-1385-a-13 |
| Support staff - real estate - disclosure of lawyer’s personalized e-reg passphrase PROHIBITED | R 6.1-(5)-6.1-6.2 | 84-d-13 |
| Support staff - real estate - use of lawyer’s encrypted diskette to access e-reg PROHIBITED | R 6.1-(5)-6.1-6.2 | 84-d-13 |
| Support Staff - training - office manual of procedures and polices |  | 84-b-13 |
| Support Staff- restrictions on what they can do | By-Law 7.1, Part Ir.6.1-(1) | 84-b/c-13 |
| Support Staff- supervision of | By-Law 7.1, Part I | 84-b/c-13 |
| Support Staff- training - regarding legal practice |  | 84-a/b-13 |
| Suspended - lawyer still hold funds or property in trust | By-law 9Part II.1 | 60-b-11 |
| Suspended from practicing law - restrictions | rr. 7.6-1.2 - 7.6-1.4By-law 7.1 part IIBy-law 9 part II.1 | 60-b-11 |
| Suspension - administrative | By-laws 5-6.1, 8 | 4-a/c-1 |
| Suspension - administrative and disciplinary - general | rr. 7.6-1.2 - 7.6-1.4;By-laws 7.1, 9 | 4-a/c-1 |
| Suspension - consequences | rr. 7.6-1.2 - 7.6-1.4;By-laws 7.1, 9 | 4-c-1 |
| Suspension - disciplinary | rr. 7.6-1.2 - 7.6-1.4;By-laws 7.1, 9 | 3-d-1;4-a-1 |
| Suspension - Duties of lawyer or paralegal under suspension | rr. 7.6-1.2 - 7.6-1.4;By-laws 7.1, 9 | 4-c-1 |
| Suspension -obligations |  rr. 7.6-1.2 - 7.6-1.4By-law 7.1 part IIBy-law 9 part II.1 | 60-b-11 |
| Sympathetic Witnesses - Definition | r. 5.4-2 | 71-c-12**Chart**, p. 72 |
| Sympathetic Witnesses - Interviewing - Guidelines | r. 5.4-2 | 71-c/d-12**Chart**, p. 72 |
| **T** |  |  |
| Table- Sympathetic vs Unsympathetic - obligations | r. 5.4-2 | **Chart**, p. 72 |
| Talk Shop in public (don’t!) | r. 3.3-1 comment | 23-a/c-5 |
| Technology  |  | 81-b/c/d-13; 82-a/b- 13 |
| Technology - Advertising |  | 81-b/c-13 |
| Technology - Back up information |  | 80-b-13 |
| Technology - Confidentiality |  | 81-c-13; 82-a- 13 |
| Technology - ensuring tasks completed without error or omission  |  | 82-c-13 |
| Technology - general - manage law practice  |  | 81-b-13 |
| Technology - Loss / destruction of data |  | 82-b-13 |
| Technology - Providing Legal Advice or Services  |  | 81-c-13 |
| Technology - Risks of electronic correspondence - take precautions |  | 82-c-13 |
| Technology - Security measures in place |  | 82-a-13 |
| Technology - Tools for Practice Management |  | 81-d-13 |
| Technology - Update technology systems - ensure technology has not become obsolete |  | 82-b-13 |
| Termination - client may terminate at any time | r. 3.7-1 comment | 55-a-10 |
| Termination - SEE ALSO: Disengagement Stage | r. 3.7-1 comment | 51-b/c/d-9 |
| Termination - SEE: Withdrawal; Chapter 10 generally - p 55 |  |  |
| Termination Letter - Contents (SEE ALSO: Disengagement) |  | 51-b/c-9 |
| Terminology |  | 1-d-1 to 2-a-1 |
| Terminology - shall, must, should, may |  | 2-a-1 |
| Testamentary Instruments and Gifts to lawyer or lawyer’s partner - Conflict of Interest | rr. 3.4-37 - 3.4-38 | 34-b/c-6 |
| Testimony - Stage of testimony - Lawyer communication with witnesses | r. 5.4-2 | 71-b-12 |
| Testimony- Lawyer not to interfere with | r. 5.4-2 | 71-a/b-12 |
| Theory of the case - client - consultation to develop plan based on client desired outcome and consent for plan |  | 67-d-12 |
| Theory of the case - definition |  | 67-b-12 |
| Theory of the case - developing* Investigate facts
* Conduct legal research and find relevant law
* Identify evidence available on each legal issue
* Consider and anticipate contrary evidence
* Consider remedies, whether logically flow from theory
* Assess strength of opponent’s case
* Re-evaluate when new information
 |  | 67-b/c/d-1267-b-1267-b-1267-b-1267-c-1267-c-1267-c-1267-c-12 |
| Theory of the case - form - expressed in one paragraph, combine facts and law to justify legal result |  | 67-d-12 |
| Theory of the case - goal - lead tribunal to inescapable conclusion of client’s success |  | 67-d-12 |
| Third parties - retainer - authorization from client - instructions |  | 10-a-3; 11-b-3 |
| Third parties - retainer - confusion as to client |  | 10-a-3; 11-b-3 |
| Third Party - are they a client? Authorization to give instructions? |  | 10-d-3; 11-b3 |
| Third party - By-law 7.1 - definition for purposes of by-law | By-Law 7.1, Part III- 23(1)(8) | 12-a/b-3 |
| Third party - fees - such as experts, consultants etc | R7.1(2)comment | 82-d-1383-a-13 |
| Third Party - Identification & verification - must be ID’d | By-Law 7.1, Part III- 23(1)(8) | 12-d-3 |
| Third Party - Identification & verification - unable to meet lawyer in person | By-Law 7.1, Part III-s.23(8) | 13-b/c-3 |
| Third Party (incl prospective client) - conflict of interest | r. 3.4-1, comment | 25-d-6 |
| Threatening criminal proceedings - abuse of process - criminal prosecutor | rr. 3.2-5, 5.1-2comment | 68-d-12 |
| Threatening criminal proceedings - not allowed - civil advantage- exception | r. 3.2-5 | 38-a-7 |
| Threats - Abuse of tribunal process - Prohibited from threatening charges to gain benefits | rr. 3.2-5, 5.1-2comment | 68-d-12 |
| Ticklers |  | 80-c-13 |
| Time docketing |  | 80-d-13 to 81-a-13 |
| Time Management |  | 79-d-13 |
| Time Management - Continuing Legal education - yearly |  | 80-a-13 |
| Time Management - daily time planning |  | 79-d-13 |
| Time Management - delegating scheduling to staffers |  | 80-b-13 |
| Time Management - docketing |  | 80-d-13 |
| Time Management - lawyer is responsible for meeting deadlines |  | 80-d-13 |
| Time Management - Periodic review of all open files |  | 80-d-13 |
| Time Management - Planning |  | 79-d-13 |
| Time Management - Reminder systems - computerized |  | 80-c-13 |
| Time Management - Reminder Systems - Manual |  | 80-c-13 |
| Time Management - strategies to better use time |  | 80-a/b-13 |
| Time Management - Systems |  | 80-b/c-13 |
| Time Management - Ticklers |  | 80-c-13 |
| Time Management - weekly / monthly |  | 79-d- 13;80-a-13 |
| Timely - fees & disbursements | r. 3.6-1.1 commentary | 44-c-8 |
| Title Insurance - Disclosure | R 3.2-9.7 | 39-c/d-7 |
| Title Insurance - recommending products | rr. 3.2-9.4-3.2-9.7 | 39-c/d-7 |
| Title Insurance - Support Staff - MUST NOT give legal opinions | R 6.1-(5)-6.1-6.2 | 85-a-13 |
| Title Insurance - Support Staff - WITH direct supervision, MAY advise, present options, recommendations | R 6.1-(5)-6.1-6.2 | 85-a-13 |
| Title Insurance and commentaries | r. 3.2-9.4-9.7 | 39-c-7 |
| Title insurance- Definition |  | 39-c-7 |
| Title insurance- lawyer - prohibited from compensation | r. -3.2-9.6 | 39-d-7 |
| Title insurance- not mandatory | r. 3.2-9.4   | 39-c-7 |
| Title Insurer - fee splitting prohibited | r. 3.2-9.5 | 46-c-8 |
| Title transfer - SEE Transferor and Transferee |  |  |
| Transfer of client matter - written confirmation or acknowledgment signed by client |  | 58-a-10 |
| Transfer of funds - requires verification of ID | By-Law 7.1, Part III-23 | 12-c/d-3 |
| Transfer of title - Potential issues should be considered prior to accepting a joint retainer. |  | 30-a/b-6 |
| Transfer of title - SEE Transferor and Transferee |  |  |
| Transferor and Transferee - acting for both | rr. 3.4-16.7 - 3.4-16.9 | 30-a/b-6 |
| Transferor and Transferee - acting for both - Prohibited if conflict likely to arise | rr. 3.4-16.7 - 3.4-16.9 | 30-a/b-6 |
| Transferor and Transferee - acting for both - Same Law Firm | rr. 3.4-16.7 - 3.4-16.9 | 30-a/b-6 |
| Transferring lawyers - do not participate or disclose confidential information  | r. 3.4-21 - 3.4-22 | 31-c-6 |
| Transfers - between law firms - SEE Law firm - Transfers between | rr. 3.4-17 - 3.4-26 | 30-d-6 to 31-a-6 |
| Tribunal - Dishonest Conduct  | rr. 5.1-1commentrr. 5.2-2(b,e,g) | 68-c/d-12 |
| Tribunal - Influencing | rr. 5.1-2(c)&(d) | 68-c-12;69-a/b-12 |
| Tribunal - Misleading | rr. 5.1-2(e)(f)(h)(i)&(l) | 68-d-12; |
| Tribunal of competent jurisdiction - determine conflict of interest - law firm transfers | r. 3.4-25 | 30-d-631-b-6 |
| Tribunal Process - Abuse - Prohibited from threatening charges to gain benefits | rr. 3.2-5, 5.1-2comment | 68-d-12 |
| Tribunal Process - Abuse - Prohibited from useless or malicious proceedings | r. 5.1-2comment | 68-d-12 |
| Tribunal Process - Abuse of - Subject to Discipline, even if not remarked by judge |  | 68-c-12 |
| Tribunal Process - Alcohol and Drugs - Don’t appear under the influence | r. 5.1-2(p) | 69-d-12 |
| Tribunal Process - Dishonest Conduct (prohibited) - includes:* misstating contents of doc’ts, testimony, argument or statute
* assisting fraud, dishonesty, illegal conduct
* presenting misleading defence after client confesses
 | rr. 5.1-1commentrr. 5.2-2(b,e,g) | 69-b/c-12 |
| Tribunal process - Influencing Tribunal - Must declare personal/business relationships, may need to withdraw | rr. 5.1-2(c)&(d) | 69-a/b-12 |
| Tribunal Process - Lawyer obligations to witnesses | rr. 5.1-2(j,km,o) & 5.3-1 | 70-d-12 |
| Tribunal Process - lawyer’s duties - shall not:* abuse process
* mislead tribunal
* influence tribunal
* engage in dishonest conduct
* mistreat/influence witnesses
* appear under the influence
 | r 5.1-2; comment | 68-c-12 |
| Tribunal Process - Misleading Tribunal (prohibited) - includes:* misinformation
* allowing tribunal to be misled
* allowing trib. to mislead itself
 | rr. 5.1-2(e)(f)(h)(i)&(l) | 68-d-12 to69-a-12 |
| Tribunal Process - Prohibited from counselling or participating in concealment, destruction, or alteration of incriminating physical evidence | 5.1-2A | 69-d-12; 70-a/b/c-12 |
| Tribunal Process - Prohibited from counselling or participating in concealment, destruction, or alteration of incriminating physical evidence - physical evidence | 5.1-2A | 69-d-12 |
| Tribunal Process - Prohibited from counselling or participating in concealment, destruction, or alteration of incriminating physical evidence - does not apply in certain circumstances (exculpatory use) | 5.1-2A | 70-a-12 |
| Tribunal Process - Prohibited from counselling or participating in concealment, destruction, or alteration of incriminating physical evidence - no positive obligation to take, keep possession, or disclose existence | 5.1-2A | 70-a-12; 70-c-12 |
| Tribunal Process - Prohibited from counselling or participating in concealment, destruction, or alteration of incriminating physical evidence - options when in possession* Consult senior legal practioner
* Retain independent legal counsel (additional steps)
* Deliver evidence to authorities, prosecution or tribunal
* Disclose existence of evidence
 | 5.1-2A | 70-b/c-1270-a-1270-b-1270-b-1270-b-12 |
| Tribunal Process - Prohibited from counselling or participating in concealment, destruction, or alteration of incriminating physical evidence - testing and copying evidence before delivery or disclosure | 5.1-2A | 70-c-12 |
| Tribunal Process - Prohibited from counselling or participating in concealment, destruction, or alteration of incriminating physical evidence - duty - balancing duty of loyalty and confidentiality with administration of justice | 5.1-2A | 70-b-12 |
| Tribunal Process - Witnesses - SEE: Witnesses  | Section 5.4 | 70-d-12 |
| Tribunal Process- Can report to regulatory body for legally entitled benefit | rr. 3.2-5.1, 5.1-2comment | 66-d-12 |
| Tribunal Process- Prohibited from threatening regulatory reporting to gain benefit unless application made in good faith | rr. 3.2-5, 5.1-2comment | 68-d-12 |
| Trust Account | R3.2-7.3; By-Law 9 P II | 91-b-14 |
| Trust Account - must be properly named and designated as a trust |  | 91-c-14 |
| Trust Account - "mixed trust account" | s.57(2) | 91-d-14 |
| Trust Account - "mixed trust account" - interest goes to Law Foundation unless... |  | 91-d-14 92-a/b-14 |
| Trust Account - all funds must be allocated to clients |  | 92-d-14 |
| Trust Account - banking fees & service charges withdrawn from general account NOT trust account |  | 91-c-14 |
| Trust Account - Client money | By-Law 9, Part IV | 41-c-7 |
| Trust Account - Deposits - all deposits recorded in Trust Receipts Journal - SEE: Record Keeping - Trust Receipts Journal | By-Law 9, Part V, s.18 | 92-c/d-14 to 93-a-14;98-d-14 |
| Trust Account - Deposits - deposits for individual clients recorded in individual Clients' Trust Ledger - See Record Keeping - Clients’ Trust Ledger | By-Law 9, Part V, s.18 | 90-d-1491-a-14; 95-b-14 |
| Trust Account - Deposits - methods |  | 91-a/b-14 |
| Trust Account - Deposits - must include description or record of handling of client moneys not deposited into trust account | By-Law 9, Part IV, s.8(3) | 92-d-1491-a-14 |
| Trust Account - Deposits - must keep "source documents" - See Record Keeping |  | 92-b-14; 101-abc-14 |
| Trust Account - Deposits - what to deposit | By-Law 9, Part IV, s.7 | 92-c/d-14 |
| Trust Account - Deposits - When to deposit |  | 92-d-14 |
| Trust Account - Deposits for individual clients recorded in the client’s trust ledger |  | 92-d-14 |
| Trust Account - Fiduciary duty to discuss separate interest bearing trust account |  | 91-d-14 to 92-a-14 |
| Trust Account - Financial Institutions - examples | By-Law 9 | 92-b-14 |
| Trust Account - Financial Institutions - must be able to provide source documents | By-Law 9 | 92-b-14 |
| Trust Account - funds not required to be deposited into a mixed trust account... | By-Law 9, Part IV, s.8 | 93-a-14 |
| Trust account - minimum record keeping requirements-By Law 9 | By-law 9, section V | 41-c-7 |
| Trust Account - Misappropriation | r. 3.6-10By-Law 9- part. IV | 45-d-8 to 46-a-8 |
| Trust Account - miscellaneous funds or floats prohibited |  | 92-d-14 |
| Trust Account - mixed trust account - must not deposit funds received from or for client if client requests not to - See Trust Account - separate interest-bearing trust account |  | 91-d-14 92-a/b-14 |
| Trust Account - money retainer | By-Law 9, Part IV | 43-b-8 |
| Trust account - must be deposited by end of following day |  | 93-b-14 |
| Trust Account - must not hold money in trust if not directly related to legal services providing to client | R3.2(7.3) | 91-b-14 |
| Trust Account - no handling of client funds/property by bankrupt lawyers without LSUC permission | By-Law 9, Part II  | 91-b-14 |
| Trust Account - only shared between partners or lawyers and employees |  | 92-c-14 |
| Trust Account - only used for the provision of legal services | R3.2(7.3) | 91-b-14 |
| Trust Account - opening an account |  | 91-b/c-14 |
| Trust Account - opening an account - banking fees/service charges must be withdrawn from general account |  | 91-b/c-14 |
| Trust Account - opening an account - must ensure bank adheres to certain terms - provide written instructions |  | 91-b/c-14 |
| Trust Account - opening an account - requirements vary by bank |  | 91-b/c-14 |
| Trust Account - Payment of Disbursements - conditions | r. 3.6-10By-Law 9- part. IV | 45-d-846-a-8 |
| Trust Account - permitted withdrawals | r. 3.6-10By-Law 9- part. IV | 45-d-846-a-8 |
| Trust Account - Record Keeping - lawyer must keep | By-Law 9, Part V | 98-d-14  |
| Trust Account - Record Keeping - See Record Keeping - Trust Account | By-Law 9, Part V | 98-d-14 |
| Trust Account - Separate Interest Bearing Trust Account |  | 91-d; 92-a-14 |
| Trust Account - Separate interest bearing trust account - examples of  |  | 92-a/b-14 |
| Trust Account - Separate interest bearing trust account - procedure |  | 92-a/b-14 |
| Trust Account - Sharing Trust Accounts - must be a partnership or employment relationship  |  | 92-c-14 |
| Trust Account - Trust Receipts - See Trust Account - Deposits  | By-Law9 | 92-c/d-1493-a-14 |
| Trust Account - types of |  | 91-d-14 |
| Trust Account - Unclaimed Trust Funds - contact payee |  | 94-d-14; 95-a-14 |
| Trust Account - Unclaimed Trust Funds - longer than 2 years transfer to LSUC’s "Unclaimed Trust Fund" |  | 94-d-14; 95-a-14 |
| Trust Account - Unclaimed Trust Funds - must follow up with payee to ensure cheque received |  | 94-d-14 |
| Trust Account - Unclaimed Trust Funds - stale trust cheques |  | 94-d-14 |
| Trust Account - Withdrawal  | By-Law 9, Part IV | 93-b-14 |
| Trust Account - Withdrawal - methods (cheque, transfer, e-transfer) | By-Law 9, Part IV, s.10-12 | 93-c-14;  |
| Trust Account - Withdrawal - never by cheque payable to "cash" or “bearer” | By-Law 9, Part IV, s.11 | 93-d-14 |
| Trust Account - Withdrawal - reasons to withdraw from trust account | By-Law 9, Part IV | 93-b/c-14 |
| Trust Account - Withdrawal - Co-signature of non-licensee employee |  | 94-b-14 |
| Trust Account - Withdrawal - co-signer recommended |  | 94-b-14 |
| Trust Account - Withdrawal - electronic transfer - special requirements  | By-Law 9, Part IV, s.12 | 93-d-1494-a-14 |
| Trust Account - Withdrawal - electronic transfer process | By-Law 9, Part IV, s.12 | 93-d-14; 94-a-14 |
| Trust Account - Withdrawal - electronic transfer software - 2 person requirement | By-Law 9, Part IV, s.12 | 93-d-14 |
| Trust Account - Withdrawal - electronic transfer software - 2 person requirement - exception for sole practitioner | By-Law 9, Part IV, s. 12(3) | 93-d-14 |
| Trust Account - Withdrawal - Electronic Trust Transfer Requisition Form (Form 9A) - See Record Keeping - Electronic Trust Transfer Requisition Form | By-Law 9, Part IV, s.12(7) | 93-d-1494-a-14; 99-a-14 |
| Trust Account - Withdrawal - errors - avoid mixing up trust account cheques with general account cheques by using different style or colour |  | 94-c-14 |
| Trust Account - Withdrawal - errors - make correcting entries in client trust ledger, trust receipts, disbursement journals |  | 94-c-14 |
| Trust Account - Withdrawal - errors - must corrected and get written record |  | 94-c-14 |
| Trust Account - Withdrawal - NO using Automated Bank Machines | By-Law 9 | 94-a-14 |
| Trust Account - Withdrawal - record in Trust Disbursements Journal - See Record Keeping - Trust Disbursements Journal | By-Law 9, Part V, s.18 | 93-b-14; 99-a-14 |
| Trust Account - Withdrawal - Trust Disbursements - "misappropriation of trust funds" |  | 93-b-14 |
| Trust Account - Withdrawal - Who is Authorized? |  | 94-a/b-14 |
| Trust Account- Earmarked funds  | r. 3.6-10By-Law 9- part. IV | 46-a-8 |
| Trust Cash Journal - See Record Keeping - Trust Account - Trust Cash Journal - trust receipts + trust disbursements journals |  | 98-d-14 |
| Trust Conditions- Also: See undertakings  | r. 7.2-11comment 5.1-6 | 64-b/c-11 |
| Trust Conditions- definition |  | 64-b-11 |
| Trust Disbursements Journal - See Record Keeping - Trust Disbursements Journal | By-Law 9, Part V | 99-a-14 |
| Trust Disbursements Journal -Sample |  | 105--14 |
| Trust Receipts Journal - Sample |  | 105--14 |
| Trust Receipts Journal - See Record Keeping - Trust Receipts Journal | By-Law 9, Part V | 98-d-1499-a-14 |
| Trust Reconciliation - See Record Keeping - Monthly Trust Comparison - trust reconciliation | By-Law 9, Part V | 99-d-14/ 100-a-14 |
| Trust Transfer Journal - Sample |  | 105--14 |
| Trust Transfer Journal - See Record Keeping - Trust Transfer Journal | By-Law 9, Part V | 99-b/c-14 |
| Trust, partnership or association - verification | By-Law 7.1, Part III- 23 | 13-b-3 |
| **U** |  |  |
| Unauthorized lawyers & paralegals - share space or associate with - need Committee approval | r. 7.6-1.1 | 59-d-1160-a-11 |
| Unauthorized lawyers & paralegals -cannot work with - unless authorized | r. 7.6-1.1 | 59-d-1160-a-11 |
| Unauthorized persons- restriction- purpose | r. 7.6-1 | 60-a-11 |
| Unauthorized practice - duty to prevent practice of (incl. paralegals) | r. 7.6-1, r.7.6-1.1comment | 59-c/d-11 |
| Unauthorized practice - employing unauthorized people | r. 7.6-1.1 | 59-d-11; 60-a-11 |
| Unauthorized practice - no safeguards to protect clients | r. 7.6-1comment | 59-c-11 |
| Unauthorized practice - risks to client | r. 7.6-1comment | 59-c-11 |
| Undertaking to not practice if unlicensed  | rr. 7.6-1.2 - 7.6-1.4By-law 7.1 Part IIBy-law 9 Part II.1 | 60-b-11 |
| Undertakings - accepting | r. 7.2-11Rr.5.1-6comment | 64-b/c-11 |
| Undertakings - breach - court may order damages |  | 64-c/d-11 |
| Undertakings - breach subject to discipline by Law Society |  | 64-c/d-11 |
| Undertakings - Document Registration Agreement (DRA) | r. 7.2-11comment | 64-c-11 |
| Undertakings - enforceable before court/tribunal |  | 64-c/d-11 |
| Undertakings - enforcement by Law Society |  | 64-c/d-11 |
| Undertakings - enforcement by tribunal |  | 64-c/d-11 |
| Undertakings - real estate | r. 7.2-11commentrr.5.1-6 | 64-c-11 |
| Undertakings - should be in writing | r. 7.2-11comment rr. 5.1-6 | 64-b-11 |
| Undertakings, from lawyer | r. 7.2-11commentrr.5.1-6 | 64-b/c-11 |
| Unlicensed - SEE: Unauthorized lawyers/Unauthorized Practice | r. 7.6-1.1 | 59-d-1160-a-11 |
| Unlicensed - Undertaking not to practice | rr. 7.6-1.2 - 7.6-1.4By-law 7.1 part IIBy-law 9 part II.1 | 60-b-11 |
| Unlicensed individuals - Duty to prevent practice of (incl. paralegals) | r. 7.6-1comment | 59-c/d-11 |
| Unreasonable expectations - Managing Client Expectations |  | 52-a-9 |
| Unrepresented parties - conflict of interest - may represent per Joint Retainer rules | r. 7.2-9 | 34-d-6 |
| Unrepresented parties - even where interests seem to be aligned with client | r. 7.2-9 | 11-d-3;12-a-3 |
| Unrepresented parties - joint retainer - establish whether conflict exists  | r. 7.2-9; | 11-d-3;12-a-3 |
| Unrepresented parties - special duty-- ensure they know you don’t rep them | r. 7.2-9 | 11-d-3;12-a-3 |
| Unsympathetic Witnesses - Definition | r. 5.4-2 | 71-a-12Chart, p. 72 |
| Unsympathetic Witnesses - Interviewing - Guidelines | r. 5.4-2 | 71-a/c-12Chart, p. 72 |
| Up the ladder - Reporting requirements - wrongful conduct by organization | rr. 3.2-7, 3.2-8 | 38-c-7 |
| Uphold Integrity of the Profession - duty | rr. 2.1-1 - 2.1-2 | 64-d-1165-a-11 |
| Urge Independent Legal Representation - unrepresented party  | r. 7.2-9 | 12-a-3 |
| Use of Credit and Debit Cards - See Money from Clients - Payments using Debit or Credit Cards |  | 96-a/b-14 |
| Useless proceedings - Prohibited from pursuing | rr. 5.1-2comment | 68-c/d-12; 69-a-12 |
| **V** |  |  |
| Valuable Property Record - contents |  | 102-a/b/c-14 |
| Valuable Property Record - does NOT include |  | 41-b-7 |
| Valuable Property Record - Sample |  | 108-14 |
| Valuable property record - SEE client property |  | 41-a/b-7 |
| Valuable Property Record - See Record Keeping - Valuable Property Record (10 Years) | By-Law 9, Part V | 102-b-14 |
| Verification | By-Law 7.1, Part III | 12-b/c/d-3; 13-a/b/c/d-3 |
| Verification - attestation | By-Law 7.1, Part III-s.23(9) | 13-b/c-3 |
| Verification - client & third parties | By-Law 7.1, Part III-23 | 12-c/d-3; 13-a/b/c-3 |
| Verification - Documentation - reliable, independent source documents - determined at lawyer’s discretion | By-Law 7.1, Part III | 12-b-3 |
| Verification - if client or third party cannot meet in person - attestation | By-Law 7.1, Part III-s.23(9) | 13-c-3 |
| Verification - Individual - examples of appropriate documentation | By-Law 7.1, Part III | 12-d-3; 13-a-3 |
| Verification - Individuals | By-Law 7.1, Part III | 12-c/d-3 |
| Verification - Organization | By-Law 7.1, Part III | 13-a/b-3 |
| Verification - Organization - must also verify identity of individuals giving instructions | By-Law 7.1, Part III | 12-c/d-3 |
| Verification - Outside Canada / Inside Canada | By-Law 7.1, Part III-s.23(9) | 13-b/c-3 |
| Verification - Records - must be kept - time | By-Law 7.1, Part III-s.23 | 13-c-3 |
| Verification - required when $ transferred  | By-Law 7.1, Part III | 12-d-3 |
| Verification - required when $ transferred - exceptions | By-Law 7.1, Part III | 12-d-3 |
| Verification - timeframe to complete verification for individual or organization | By-Law 7.1, Part III | 12-d-3 |
| Verification - timeframe to keep records | By-Law 7.1, Part III-s.23 | 13-d-3 |
| Verification - Trust, partnership, association | By-Law 7.1, Part III | 13-a/b-3 |
| Verification - withdrawal - may trigger obligation to withdraw | By-La 7.1, Part III | 13-d-3 |
| Verification of client - definition | By-Law 7.1, Part III- s. 23 | 12-b-3 |
| Verification of identity - when required - if involves receipt, payment or transfer of funds | By-Law 7.1, Part III | 12-c/d-3 |
| Vexatious proceedings- Prohibited from bringing | r. 5.1-2comment | 68-c/d-12 |
| Victims - of harassment - can go to DHC |  | 7-c-2 |
| Vulnerable Client - Client Communication |  | 53-a/c-9 |
| Vulnerable Client - Contingency Fee - Special obligations |   | 47-c-8 |
| Vulnerable Client - Definition - Contingency fee (RE) |   | 47-c-8 |
| **W** |  |  |
| Waiver of client’s rights - consent required | r. 5.1-1comment | 68-a-12 |
| Whistleblowing - confidential info | rr. 3.2-8; 3.3-3 | 22-b/c-5 |
| Whistleblowing - withdrawal | rr. 3.2-8; 3.3-3 | 22-c/d-5 |
| Who is the client - SEE: Client | r. 1.1-1 | 9-b/c-3 |
| Will - For Lawyer - include clause addressing how practice should be sold, transferred, closed |  | 85-d-13 |
| Wills - Change to will - Joint retainer - confidentiality | r. 3.4-5;rr. 3.3-1 - 3.3-6 | 29-b/c-6 |
| Wills - Joint Retainer - spouses | r. 3.4-5 | 29-a/b-6 |
| Wills - Joint retainer (spouses) - Should inform both parties of what happens if one changes their will | r. 3.4-5;rr. 3.3-1 - 3.3-6 | 29-a/b-6 |
| Wills and Gifts - Conflict of interest | rr. 3.4-37 - 3.4-38 | 34-b/c-6 |
| Withdraw (application)- not required by Rules, but usually by rules of court |   | 56-c/d-10 |
| Withdraw- Serious loss of confidence- examples  |  | 55-d-1056-a-10 |
| Withdrawal  | Section 3.7 | 55-a-10 |
| Withdrawal - client may terminate at any time | r. 3.7-1 comment | 55-a-10 |
| Withdrawal - client refuses to take advice (but no threats to force decision) | r. 3.7-2comment | 56-a-10 |
| Withdrawal- client requests lawyer’s documents |  | 58-a-10 |
| Withdrawal - confidentiality - may not disclose  | r. 3.3-1 comment | 57-d-10 |
| Withdrawal - conflict btw joint clients |  rr. 3.4-5 - 3.4-9 | 10-d-3; 11-a-3 |
| Withdrawal - Conflict of interest | rr. 3.4-1; 3.4-3; 3.7-7 | 26-d-6 |
| Withdrawal - criminal proceedings | rr. 3.7-4 - 3.7-6 | 56-b/c-10 |
| Withdrawal - criminal proceedings - adequate cause | r. 3.7-4 comment | 56-b-10 |
| Withdrawal - Criminal Proceedings - Adjournment (for cause other than non-payment) | r. 3.7-6 | 57-a-10 |
| Withdrawal - criminal proceedings - application to court to be removed - inform crown and court promptly of intention | r. 3.7-4 comment | 56-d-10 |
| Withdrawal - criminal proceedings - insufficient time - NOT permitted | r. 3.7-5 | 56-d-10; 57-a-10 |
| Withdrawal - criminal proceedings - insufficient time for new lawyer - seek adjournment | r. 3.7-6 | 56-d-10; 57-a-10 |
| Withdrawal - criminal proceedings - non-communication of reasons to Crown | r. 3.7-4 comment | 56-d-10 |
| Withdrawal - criminal proceedings - non-payment of fees | r. 3.7-4 commentr. 3.7-5 | 56-c-10 |
| Withdrawal - Criminal Proceedings - Not permitted | r. 3.7-5 | 56-d-10; 57-a-10 |
| Withdrawal - Criminal Proceedings - Permitted - Non-payment or Adequate cause - only if no prejudice results | r. 3.7-4 comment | 56-c-10 |
| Withdrawal - Criminal Proceedings - required steps | r. 3.7-4 comment | 56-c/d-10 |
| Withdrawal - criminal proceedings - sufficient time - permitted | r. 3.7-4  | 56-c-10 |
| Withdrawal - criminal proceedings -application to court - most tribunals require | r. 3.7-4 comment | 56-c/d-10 |
| Withdrawal - deceived by client | r. 3.7-2comment | 55-d-10;56-a-10 |
| Withdrawal - difficult client may not be reason enough |  | 52-d-9; 53-a-9 |
| Withdrawal - Dishonest client - organization | rr. 3.2-7, 3.2-8 | 38-b/c-7 |
| Withdrawal - Dishonest Conduct by client - Duty to tribunal | rr. 5.1-1commentrr. 5.2-2(b,e,g) | 69-b/c-12 |
| Withdrawal - Dissolution of a law firm  | rr. 3.7-8, 3.7-9 comment | 57-d-10 |
| Withdrawal - Duties- steps to take | rr. 3.7-8, 3.7-9 comment | 57-b/c-10 |
| Withdrawal - Error by lawyer- potential conflict of interest | Section 7.8 | 40-a/b-7 |
| Withdrawal - Good cause - Factors  | r. 3.7-1comment | 55-b-10 |
| Withdrawal - Good cause - factors determining good cause |  | 55-b-10 |
| Withdrawal - Good cause - required process | r. 3.7-1 | 55-b-10 |
| Withdrawal - Identification & verification stage | By-Law 7.1, Part III | 13-d-3 |
| Withdrawal - Lawyer’s Lien | rr. 3.7-9 comment | 57-c-10 |
| Withdrawal - Mandatory* discharged by client
* client instructs to breach Rules or By-laws
* lawyer not competent in matter
 | r. 3.7-7 | 57-b-10 |
| Withdrawal - Mandatory - failure to withdraw may be professional misconduct  | r. 3.7-7 | 57-a/b-10 |
| Withdrawal - manner of | rr. 3.7-8, 3.7-9 comment | 57-b/c-10 |
| Withdrawal - Non-payment of fees - no prejudice | r. 3.7-3 | 56-a/b-10 |
| Withdrawal - Non-payment of fees - no prejudice - Court Direction | r. 3.7-3 | 56-a/b-10 |
| Withdrawal - Non-payment of fees - no prejudice may result - Reasonable notice | r. 3.7-3 | 56-a/b-10 |
| Withdrawal - non-payment of fees -circumstances when withdrawal not possible |  | 43-c/d-8 |
| Withdrawal - Notice period - appropriate to circumstances - factors | r. 3.7-1comment | 55-b-10 |
| Withdrawal - Optional Withdrawal - Serious loss of confidence or non-payment (as long as no prejudice results) | rr. 3.7-2, 3.7-3 | 55-c/d-10 |
| Withdrawal - Personal/Business connection with tribunal member - if judge does not recuse herself, may need to withdraw | rr. 5.1-2(c)&(d) | 69-a/b-12 |
| Withdrawal - Reasonable notice - Factors determining if notice reasonable | r. 3.7-1comment | 55-b-10 |
| Withdrawal - Requirements - Good Cause and Reasonable Notice | r 3.7-1comment | 55-b-10 |
| Withdrawal - SEE ALSO: disengagement stage |  | 51-b/c/d-9 |
| Withdrawal - Should not prejudice client’s cause |  | 55-b-10 |
| Withdrawal - Successor Lawyer - duties | r. 3.7-10 comment | 58-c-10 |
| Withdrawal - Successor lawyer - duty by old lawyer to assist transition  | rr. 3.7-8, 3.7-9 comment | 57-b/c-10 |
| Withdrawal - Transfer of file/documents to successor |  | 58-a-10 |
| Withdrawal - Whistle blowing | rr. 3.2-8; 3.3-3 | 22-b/c-5 |
| Withdrawal - written confirmation - sometimes mandatory |  | 58-a-10 |
| Withdrawal - Wrongful conduct - Client is organization  | rr. 3.2-8; 3.3-3 | 22-b/c-5 |
| Withdrawal- criminal - permission from judge- other than non payment | r. 3.7-6 | 57-a-10 |
| Withdrawal- criminal proceeding- depends on  |  | 56-b/c-10 |
| Withdrawal- criminal proceeding- inform court  | r. 3.7-4 comment | 56-d-10 |
| Withdrawal- criminal proceedings - adjournment | r. 3.7-6 | 57-a-10 |
| Withdrawal- non-payment of fees- prejudice- must continue to act | r. 3.7-3 | 56-a/b-10 |
| Withdrawal- retainer- explain factors  |  | 55-c-10 |
| Withdrawal- Serious loss of confidence- definition |  | 55-d-10 |
| Witness- communication- stages of testimony | r. 5.4-2 | 71-b-12 |
| Witnesses - During Testimony - Special rules governing lawyer communication with | r. 5.4-2 | 71-a/b-12 |
| Witnesses - Witnesses Giving Evidence - Special rules governing lawyer communications with | r. 5.4-2 | 71-a/b-12 |
| Witnesses - Chart of Acceptable Communications | r. 5.4-2 | Chart, p. 72 to 73 |
| Witnesses - Communicating With | Sections 5.3-5.4 | 70-c/d-12; 71--a/b-12 |
| Witnesses - Influencing prohibited | rr. 5.1-2(j,k,m,o) & 5.3-1 | 69-c-12 |
| Witnesses - Interviewing | rr. 5.3-1, 7.2-6, 7.2-6Acomment | 70-d-12; 71-a-12 |
| Witnesses - Interviewing - Depends on:* stage of proceeding
* sympathetic/unsympathetic witness
 | r. 5.4-2 | 71-b/c-12Chart, p. 72 to 73 |
| Witnesses - Interviewing - During proceeding - Special rules govern lawyer communications | r. 5.4-2 | 71-b-12Chart, p. 72 to 73 |
| Witnesses - Lawyer can speak with any witness, witness not obliged to cooperate | Section 5.3 | 70-c/d-12 |
| Witnesses - Lawyer dealings with | rr. 5.1-2(j,k,m,o) & 5.3-1 | 69-c-12; 70-c/d-12 |
| Witnesses - Lawyer influence of prohibited | rr. 5.1-2(j,km,o) & 5.3-1 | 69-c-12 |
| Witnesses - Lawyer may not be a witness in same case | Section 5.2 | 73-d-12; 74-a-12 |
| Witnesses - Preparing, how to help | rr. 5.3-1, 7.2-6, 7.2-6Acomment | 70-d-12 |
| Witnesses - Represented - SEE: Represented Individual/Organization | rr. 5.3-1, 7.2-6, 7.2-6Acomment | 71-a-12 |
| Witnesses - Represented persons/org - interviewing - special obligations | rr. 5.3-1, 7.2-6, 7.2-6Acomment | 71-a-12 |
| Witnesses - Sympathetic/Unsympathetic - Considerations in interviewing | r. 5.4-2 | 71-d-12; 72-a-12Chart, p. 72 |
| Witnesses - Sympathetic/Unsympathetic - Definitions | r. 5.4-2 | 68-a-12Chart, p.72 |
| Witnesses - Uncertain whether you can communicate - get lawyer’s consent or get leave of the tribunal- or just avoid | r. 5.4-2 | 72-a/c-12 |
| Working with Unauthorized persons - requires Convocation approval | r. 7.6-1.1comment | 59-d-11; 60-a-11 |
| Written Confirmation - Billing method - type of billing method | r. 3.6-1.1 comment | 45-a/b-8 |
| Written Confirmation - Fees and Scope | r. 3.6-1.1 comment | 45-a/b-8 |
| Wrongful Conduct - Organization | rr. 3.2-7, 3.2-8 | 38-b/c-7 |
| Wrongful Conduct by client - cannot assist | r. 3.2-7 | 38-b-7 |
| Wrongful Conduct by client - cannot instruct how  | r. 3.2-7 | 38-b-7 |
| Wrongful conduct by client organization - disclosure of confidential information (can’t) | rr. 3.2-8; 3.3-3 | 22-c-5 |
| Wrongful Conduct by organization - in house counsel | rr. 3.2-7, 3.2-8 | 38-b/c-7 |