

No.
New Westminster Registry

IN THE SUPREME COURT OF BRITISH
COLUMBIA

BETWEEN:

WILBERT KENNEDY

PLAINTIFF

AND:

**JOHN DOE, ROBIN CAMERON, WEST
COAST REALTY LTD., RICHARD
STASZKOW, HOMELIFE BAY CITY
REALTY INC., LADNER DOWNS sued as a
firm, NOORT DEVELOPMENTS, MARK
WOJCIECH BISKUPSKI, and MARZANNA
BISKUPSKI, and the ATTORNEY GERNERAL
IN THE PROVINCE OF BRITISH COLUMBIA**

DEFENDANTS

**CERTIFICATE OF PENDING
LITIGATION**

ROSBOROUGH & COMPANY

Barristers and Solicitors
33832 South Fraser Way
Abbotsford, B.C. V2S 2C5

Telephone: 859-7171 Vancouver Line: 857-2373

Facsimile: 853-8635

WRN:sjp

99-1143

BN206162.

ORIGINAL FILED JULY 28, 1999, AMENDED THIS 29TH DAY OF JULY, 1999
NEW WESTMINSTER AMENDED PURSUANT TO SUPREME COURT RULE 24(1)(a).

JUL 30 1999

No. S054982
New Westminster Registry

CIVIL REGISTRY
IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

WILBERT KENNEDY


PLAINTIFF

AND:

JOHN DOE, ROBIN CAMERON, WEST COAST REALTY LTD.,
RICHARD STASZKOW, HOMELIFE BAY CITY REALTY INC.,
LADNER DOWNS sued as a firm, NOORT DEVELOPMENTS,
MARK WOJCIECH BISKUPSKI, and MARZANNA BISKUPSKI,
and the ATTORNEY GENERAL IN THE PROVINCE OF BRITISH
COLUMBIA

DEFENDANTS

AMENDED STATEMENT OF CLAIM

1. The Plaintiff is retired and lives at 1204 Yew Street, Bellingham, Washington, U.S.A.
2. The Defendant, John Doe's occupation and address is unknown. 
(the "Imposter")
3. The Defendant, Robin Cameron, is a real estate agent employed by West Coast Realty Ltd. carrying on business as Sutton Group-West Coast Realty, whose address is #102-145 West 15th Street, North Vancouver, British Columbia.
("Ms. Cameron")
4. The Defendant, West Coast Realty Ltd. carries on business as Sutton Group-West Coast Realty and operates a real estate agency with its registered and records office located at Suite 450-688 West Hastings Street, Vancouver, British Columbia.
("Sutton Group")

5. The Defendant, Richard Staszko, is a real estate agent employed by Homelife Bay City Realty Inc., whose address is #10 - 1199, Lynn Valley Road, North Vancouver, British Columbia.

("Mr. Staszko")
6. The Defendant, Homelife Bay City Realty Inc., is a real estate agency carrying on business operations at #10-1199 Lynn Valley Road, North Vancouver, British Columbia.

("Homelife")
7. The Defendant, Noort Developments, is a partnership made up of Fernco Development Ltd., Norco Development Ltd., and Lenco Development Ltd., whose business activities include inter alia, residential land development and construction and whose address is #1800 - 400 Burrard Street, Vancouver, British Columbia.

("Noort Developments")
8. The Defendant, Ladner Downs, is a law firm whose address is 1200, Waterfront Centre, 200 Burrard Street, Vancouver, British Columbia.
9. The Defendant, Mark Biskupski, is a nursing aide whose address is 1748 Deep Cove Road, North Vancouver, British Columbia.
10. The Defendant, Marzanna Biskupski is a teacher whose address is 1748 Deep Cove Road, North Vancouver, British Columbia.

(Mark Biskupski and Marzanna Biskupski hereinafter referred to as the "Biskupskis")
11. On November 3, 1987, and at all material times thereafter, the Plaintiff was the registered owner of a bare residential lot located in the City of North Vancouver, Province of British Columbia which is more particularly known and described as:

PID: 008-725-390
Lot 11, District Lots 543 & 575
Plan 18033

(the "Property")
12. In or about the month of November, 1998, the Imposter, on his own or otherwise embarked on a criminal scheme to fraudulently deprive the Plaintiff of the Property and any benefits arising therefrom (the "Scheme").

13. At no time did the Plaintiff consent to the actions of the Defendants set out herein and in particular the Scheme, and at no time material to this action did the Plaintiff have any knowledge of the activities of the Defendants set out herein and in particular the Scheme.
14. In furtherance of the Scheme, the Imposter posed as the Plaintiff and fraudulently represented himself to be the Plaintiff for the purposes of entering into a written listing agreement listing the Property for sale with Ms. Cameron and Sutton Group (the "Listing Agreement") to wit the Imposter signed the Listing Agreement by subscribing the Plaintiff's name.
15. In furtherance of the Listing Agreement, Ms. Cameron and Sutton Group marketed the Property for sale.
16. Thereafter and on or about December 10, 1998, Noort Developments as purchaser made a written offer to purchase the Property for \$220,000.00 and otherwise on terms and conditions set out in an interim agreement which the Imposter agreed to by subscribing the Plaintiff's name as Vendor (the "Interim Agreement").
17. The Plaintiff says that Ms. Cameron and Sutton Group were an effective cause in bringing about the Interim Agreement.
18. Pursuant to the Interim Agreement, Noort Developments paid a deposit on the Property in the amount of \$20,000.00. (the "Deposit").
19. Upon the execution of the Interim Agreement, the Imposter posed as the Plaintiff and fraudulently represented himself to be the Plaintiff for the purposes of retaining Ladner Downs to act as legal counsel on the conveyance of the Property to wit the Imposter did retain Ladner Downs to act as legal counsel to convey the Property (the "Retainer").
20. In or about the last week of December 1998, and prior to the conveyance of the Property, Noort Developments entered into an agreement with the Biskupskis which included inter alia:
 - (a) an agreement to assign Noort Development's interest in the Interim Agreement to the Biskupskis;
 - (b) an agreement to provide the Biskupskis good and marketable title to the Property by having the Vendor as Transferor execute a Form A Transfer to the Biskupskis as Transferees (the "Transfer");
 - (c) an agreement to finance the Biskupskis' purchase of the Property;
 - (d) an agreement to finance the construction of a house for the Biskupskis on the Property; and
 - (e) an agreement to build the Biskupskis a house on the Property.

(the "Biskupskis' Contract")

21. In furtherance of the Biskupskis' Contract, the Biskupskis granted Noort Developments a mortgage in the Property (the "Mortgage") to be filed concurrently with the Transfer.
22. On or about December 29, 1998, the Imposter attended Ladner Downs' law offices for the purpose of signing the requisite conveyancing documents for the Property and in fact did sign these same documents subscribing the Plaintiff's name to each and every document with the exception of the Transfer. The Imposter took the Transfer and left the law offices of Ladner Downs and thereafter fraudulently subscribed the Plaintiff's name on the Transfer as Transferor or alternatively directed or permitted some other person to fraudulently subscribe the Plaintiff's name on the Transfer as Transferor. Furthermore, the Imposter fraudulently subscribed the name of Virginia Lange as the witnessing officer on the Transfer and fraudulently impressed the Transfer with a Notary Stamp. Alternatively, the Imposter directed or permitted some other person to fraudulently subscribe the name of Virginia Lange as witnessing officer on the Transfer or permitted some other person to fraudulently impress the Transfer with a Notary Stamp.
23. Thereafter, the Imposter returned the Transfer to Ladner Downs who in turn sent the Transfer for filing and registration to the New Westminster/Vancouver Land Title Office and on January 6, 1999, the New Westminster/Vancouver Land Title Office registered the Transfer and subsequently registered the Mortgage ("Completion").
24. Upon Completion, the Biskupskis commenced the construction of a house on the Property and have effected improvements to the Property.
25. Upon Completion, Ladner Downs charged out of the proceeds of sale from the Property, those monies owing under their Retainer including but not limited to fees, disbursements and taxes.
26. Upon Completion, Ms. Cameron and or Sutton Group received out of the proceeds of sale from the Property, the commission owing under the Listing Agreement and in the amount of \$5,724.50 inclusive of GST.
27. Upon Completion, Mr. Staszkow and or Homelife received out of the proceeds of sale from the Property, the commission owing under the Listing Agreement and in the amount of \$4,975.50 inclusive of GST.
28. Donald McLellan, legal counsel for Noort Developments continues to retain in trust, monies from the sale of the Property being the difference between the Deposit and the commission fees paid to Ms. Cameron, Sutton Group, Mr. Staszkow and Homelife (the "Hold-Back").
29. The Plaintiff says that as the owner of the Property, Ms. Cameron and Sutton Group owed the Plaintiff a fiduciary duty, to exercise all the reasonable care, skill, diligence and competence of a Real Estate Agent and Real Estate Agency both when contemplating the Listing Agreement and thereafter upon entering the Listing Agreement.

30. The Plaintiff says that the identity of the person who signs as Vendor under an interim agreement is a material fact and that Ms. Cameron and Sutton Group had an obligation to both verify and know whether their principal and an eventual signatory under the Interim Agreement was Wilbert Kennedy. To wit, the Plaintiff says that Ms. Cameron and Sutton Group negligently failed to verify the identity of their contemplated principal in advance of the Listing Agreement and thereafter in advance of and upon the execution of the Interim Agreement.
31. Furthermore, the Plaintiff says that Ms. Cameron and Sutton Group breached their duty of care to the Plaintiff by negligently entering into the Listing Agreement and negligently procuring the sale of the Property.
32. Particulars of Ms. Cameron's and Sutton Group's negligence and breach of fiduciary duty are as follows:
- (a) At no time did Ms. Cameron nor anyone at Sutton Group have a face to face meeting with the Imposter in anticipation of the Listing Agreement or upon the execution of the Listing Agreement;
 - (b) At no time did Ms. Cameron nor anyone at Sutton Group have a face to face meeting with the Imposter in anticipation of the Interim Agreement or otherwise;
 - (c) At no time did Ms. Cameron nor anyone at Sutton Group make a reasonable attempt to verify the Imposter's identity and or corroborate the Imposter's fraudulent misrepresentation that he was Wilbert Kennedy; and
 - (d) Ms. Cameron and Sutton Group agreed with the Imposter to list and sell the Property far below fair market value where in the above circumstances, a reasonable Real Estate Agent would have made further inquiries into the propriety of the Listing Agreement and specifically the identity of the Imposter.
33. Furthermore, the Plaintiff says that the Biskupskis' Contract is void in its entirety as Noort Developments breached a fundamental term in the Biskupskis' Contract by failing to assign any interest in the Interim Agreement to the Biskupskis.
34. In addition or in the alternative, the Plaintiff says that the Biskupskis' Contract is void in its entirety as Noort Developments agreed to provide the Biskupskis good and marketable title to the Property which Noort Developments breached by innocently or otherwise procuring a fraudulent Transfer for registration.
35. In addition or in the further alternative, the Plaintiff says that Noort Developments innocently or otherwise assigned a void Interim Agreement and innocently or otherwise procured a void Transfer for registration and as a consequence, fundamentally breached the Biskupskis' Contract and have provided a complete absence of consideration for the Biskupskis' Contract.



36. In addition or in the further alternative, the Plaintiff says that the Biskupskis' Contract was entered into under a mutual mistake wherein both parties wrongly believed that Noort Developments had an interest to assign under the Interim Agreement.
37. In addition or in the further alternative, the Plaintiff says that the Biskupskis' Contract was entered into under a mutual mistake wherein both parties wrongly believed that Noort Developments could procure a registrable Transfer to the Property providing both good and marketable title to the Biskupskis.

The Plaintiff claims against the Imposter as follows:

- (a) Damages;
- (b) Punitive Damages;
- (c) Aggravated Damages;
- (d) Court Ordered Interest; and
- (e) Costs.

The Plaintiff claims against the Biskupskis as follows:

- (a) A declaration that the assignment of the Interim Agreement is void;
- (b) A declaration that the Transfer is void;
- (c) An Order that the Biskupskis be ejected from the Property;
- (d) A declaration that the Plaintiff is the fee simple owner of the Property;
- (e) An Order that Title to the Property vest in the name of Wilbert Kennedy, free and clear of all encumbrances including the mortgage registered under BM355493 and subject only to the reservations, provisos, exceptions and conditions in the original grant thereof from the Crown;
- (f) A Certificate of Pending Litigation against the Property;
- (g) Costs; and
- (h) Such further and other relief as to this Honourable Court may deem meet and just.

The Plaintiff claims against Noort Developments as follows:

- (a) A declaration that the Interim Agreement is void;
- (b) A declaration that Noort Developments breached the Biskupskis' Contract by failing to assign to the Biskupskis an interest in the Interim Agreement;
- (c) A declaration that Noort Developments breached the Biskupskis' Contract by procuring the Transfer which did not provide good and marketable title to the Property;
- (d) A declaration that Noort Developments fundamentally breached the Biskupskis' Contract and have provided a complete absence of consideration;
- (e) A declaration rescinding the Biskupskis' Contract;
- (f) A declaration that the Biskupskis' Contract is void;
- (g) A declaration that the Mortgage is void;
- (h) An Order discharging from title to the Property, that mortgage registered against the Property under BM355493;
- (i) Costs; and
- (j) Such further and other relief as this Honourable Court may deem meet and just.

The Plaintiff claims against Ladner Downs as follows:

- (a) A declaration that the Retainer is void;
- (b) Damages for those monies paid to Ladner Downes pursuant to the Retainer from the sale proceeds of the Property;
- (c) Court Order Interest;
- (d) Costs; and
- (e) Such further and other relief as this Honourable Court may deem meet and just.

The Plaintiff claims against Ms. Cameron and Sutton Group as follows:

- (a) A declaration that the Listing Agreement is void;
- (b) Damages for negligently failing to verify the identify of the principal under the Listing Agreement and breach of fiduciary duty to the Plaintiff;
- (c) Damages for those monies derived from the proceeds of sale of the Property and paid to Ms. Cameron and or Sutton Group pursuant to the Listing Agreement;
- (d) Court Ordered Interest;
- (e) Costs; and
- (f) Such further and other relief as this Honourable Court may deem meet and just.

The Plaintiff claims against Mr. Staszko and Homelife as follows:

- (a) A declaration that the Listing Agreement is void;
- (b) Damages for those monies derived from the proceeds of sale of the Property and paid to Mr. Staszko and Homelife pursuant to the Listing Agreement;
- (c) Court Ordered Interest;
- (d) Costs; and
- (e) Such further and other relief as this Honourable Court may deem meet and just.

The Plaintiff seeks a declaration that the Plaintiff is entitled to the Hold-Back together with accrued interest.

The Plaintiff seeks an Order that Donald McLellan pay over to the Plaintiff the Hold-Back together with accrued interest.

The Plaintiff seeks an Order that the Registrar of Titles at the New Westminster/Vancouver Land Title Office give effect to the terms of this Order through registration.

The Plaintiff claims against the Attorney General in the Province of British Columbia as follows:

- (a) A declaration that the Imposter can not be found;
- (b) Unrecovered damages including interest against any and all named Defendants payable out of the Assurance Fund;
- (c) Unrecovered costs against any and all named Defendants payable out of the Assurance Fund; and
- (d) Such further and other relief as this Honourable Court may deem meet and just.

PLACE OF TRIAL: NEW WESTMINSTER, BRITISH COLUMBIA

Dated: July 27, 1999


Solicitor for the Plaintiff

This Statement of Claim is filed by Wayne R. Neufeld of the law firm of Rosborough & Company, solicitors for the Plaintiff, whose office is located at #201-33832 South Fraser Way, Abbotsford, British Columbia, V2S 2C5. Telephone (604)859-7171 Fax (604)853-8635

No.S054982
New Westminster Registry

IN THE SUPREME COURT OF BRITISH
COLUMBIA

BETWEEN:

WILBERT KENNEDY

PLAINTIFF

AND:

**JOHN DOE, ROBIN CAMERON, WEST
COAST REALTY LTD., RICHARD
STASZKOW, HOMELIFE BAY CITY
REALTY INC., LADNER DOWNS sued as a
firm, NOORT DEVELOPMENTS, MARK
WOJCIECH BISKUPSKI, and MARZANNA
BISKUPSKI, and the ATTORNEY GERNERAL
IN THE PROVINCE OF BRITISH COLUMBIA**

DEFENDANTS

**AMENDED
WRIT OF SUMMONS AND
STATEMENT OF CLAIM**

ROSBOROUGH & COMPANY

Barristers and Solicitors
33832 South Fraser Way
Abbotsford, B.C. V2S 2C5
Telephone: 859-7171 Vancouver Line: 857-2373
Facsimile: 853-8635

WRN:sjp

99-1143

LAND TITLE OFFICE: Lower Main
REQUESTOR: COUNTER #2

TITLE NO: BM355492

VANCOUVER

PAGE 1
12:14 1999-08-26
Page 13

TITLE NO: BM355492
FROM TITLE NO: H4674

APPLICATION FOR REGISTRATION RECEIVED ON: 31 DECEMBER, 1998
ENTERED: 06 JANUARY, 1999

REGISTERED OWNER IN FEE SIMPLE:
MARK WOJCIECH BISKUPSKI, NURSING AIDE
MARZANNA BISKUPSKI, ECE TEACHER
1748 DEEP COVE ROAD
NORTH VANCOUVER, BC
V7G 1S5
AS JOINT TENANTS

TAXATION AUTHORITY:
MUNICIPALITY OF NORTH VANCOUVER

DESCRIPTION OF LAND:
PARCEL IDENTIFIER: 008-725-390
LOT 11 DISTRICT LOTS 543 AND 575 PLAN 18033

LEGAL NOTATIONS: NONE

CHARGES, LIENS AND INTERESTS:
NATURE OF CHARGE
CHARGE NUMBER DATE TIME

MORTGAGE
BM355493 1998-12-31 11:29
REGISTERED OWNER OF CHARGE
FERNCO DEVELOPMENT LTD.
INCORPORATION NO. 101530
AS TO AN UNDIVIDED 1/3 INTEREST
BM355493
NORCO DEVELOPMENT LTD.
INCORPORATION NO. 101717
AS TO AN UNDIVIDED 1/3 INTEREST
BM355493
LENCO DEVELOPMENT LTD.
INCORPORATION NO. 101531
AS TO AN UNDIVIDED 1/3 INTEREST
BM355493

CAVEAT
BN151261 1999-06-14 13:01
REGISTERED OWNER OF CHARGE
WILBERT KENNEDY
BN151261

CLAIM OF BUILDERS LIEN
BN175879 1999-07-06 09:11
REGISTERED OWNER OF CHARGE
NOORT DEVELOPMENTS
A PARTNERSHIP
BN175879

CERTIFICATE OF PENDING LITIGATION
BN206162 1999-07-30 15:33
REGISTERED OWNER OF CHARGE

CONTINUED ON PAGE 2

LAND TITLE OFFICE: Lower Main
REQUESTOR: COUNTER #2

TITLE NO: BM355492

VANCOUVER

PAGE 2
12:14 188918-26
Page 14

WILBERT KENNEDY
BN206162

"CAUTION - CHARGES MAY NOT APPEAR IN ORDER OF PRIORITY. SEE SECTION 28, L.T.A."

DUPLICATE INDEFEASIBLE TITLE: NONE OUTSTANDING

TRANSFERS: NONE

PENDING APPLICATIONS: NONE

*** CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN ***

LAND TITLE OFFICE: Lower Main

REQUESTOR: COUNTER #2

TITLE NO: BM355492

VANCOUVER

PAGE 1
10:05 Page 15-23

TITLE NO: BM355492
FROM TITLE NO: H4674

APPLICATION FOR REGISTRATION RECEIVED ON: 31 DECEMBER, 1998
ENTERED: 06 JANUARY, 1999

REGISTERED OWNER IN FEE SIMPLE:

MARK WOJCIECH BISKUPSKI, NURSING AIDE
MARZANNA BISKUPSKI, ECE TEACHER
1748 DEEP COVE ROAD
NORTH VANCOUVER, BC
V7G 1S5
AS JOINT TENANTS

TAXATION AUTHORITY:

MUNICIPALITY OF NORTH VANCOUVER

DESCRIPTION OF LAND:

PARCEL IDENTIFIER: 008-725-390
LOT 11 DISTRICT LOTS 543 AND 575 PLAN 18033

LEGAL NOTATIONS: NONE

CHARGES, LIENS AND INTERESTS:

NATURE OF CHARGE

CHARGE NUMBER	DATE	TIME
---------------	------	------

MORTGAGE

BP142437	2000-06-20	14:19
REGISTERED OWNER OF CHARGE		
HSBC BANK CANADA		
BP142437		

"CAUTION - CHARGES MAY NOT APPEAR IN ORDER OF PRIORITY. SEE SECTION 28, L.T.A."

DUPLICATE INDEFEASIBLE TITLE: NONE OUTSTANDING

TRANSFERS: NONE

PENDING APPLICATIONS: NONE

*** CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN ***

LAND TITLE OFFICE: Lower Main
REQUESTOR: COUNTER #2

TITLE NO: BM355492

VANCOUVER

PAGE 2
10:08 2001-05-23
Page 16

WILBERT KENNEDY
BN206162

MORTGAGE

BP142437 2000-06-20 14:19
REGISTERED OWNER OF CHARGE
HSBC BANK CANADA
BP142437

"CAUTION - CHARGES MAY NOT APPEAR IN ORDER OF PRIORITY. SEE SECTION 28, L.T.A."

DUPLICATE INDEFEASIBLE TITLE: NONE OUTSTANDING

TRANSFERS: NONE

CORRECTIONS: NONE

PENDING APPLICATIONS: NONE

98 DEC 31 11 29

BM355492

LAND TITLE ACT
FORM A

(Section 181(1))

PROVINCE OF
BRITISH COLUMBIA

FREEHOLD TRANSFER

LAND TITLE OFFICE
41 WEST WARDEN AVENUE VANCOUVER

(This area for Land Title Office use) Page 1 of 1 page

1. APPLICATION: (Name, address, phone number and signature of applicant's solicitor or agent)
~~DONALD D. MCLELLAN, Barrister and Solicitor~~
~~#370-550 6th Street, New Westminister~~
~~V3L 3B7 Phone No. 526-1805~~ **ADD: HUNTER TURNER** *S. Seal*
BARRISTERS & SOLICITORS **Solicitor/Agent**
#300 - 1401 LONSDALE AVE **Client No. 010646**
NORTH VANCOUVER, B.C.
2. (a) PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND (PID) (LEGAL DESCRIPTION)
V7A 2Y9 986-4368
008-725-390 Lot 11 District Lots 543 and 575
Plan 18033
- (b) MARKET VALUE: \$220,000.00 13 98/12/31 11:26:43 01 NW 117071
FEE SIMPLE \$55.00
3. CONSIDERATION: \$220,000.00
4. TRANSFEROR(S):*
WILBERT OWEN KENNEDY
5. FREEHOLD ESTATE TRANSFERRED:*
FEE SIMPLE
6. TRANSFEEE(S): (Including occupation(s), postal address(es) and postal code(s))*
MARK WOJCIECH BISKUPSKI, Nursing Aide, and
MARZANNA BISKUPSKI, ECE Teacher, both of 1748 Deep Cove Road,
North Vancouver, B.C. V7G 1S5 as "JOINT TENANTS"
7. EXECUTION(S):** The transferor(s) accept(s) the above consideration and understand(s) that this instrument operates to transfer the freehold estate in the land described above to the transferee(s).

OFFICER SIGNATURE(S)

EXECUTION DATE

TRANSFEROR(S) SIGNATURE(S)

Virginia Lange

Y	M	D
98	12	29

Wilbert Owen Kennedy

VIRGINIA LANGE

Notary Public
#206-3650 Mount Seymour Parkway
North Vancouver, B.C. V7H 2Y5

Wilbert Owen Kennedy

OFFICER CERTIFICATION: I, the undersigned, being a duly qualified Notary Public for the Province of British Columbia and certify the matters set out in Part 5 of the Land Title Act as they pertain to the execution of this instrument.
Tel: (604) 924-0099

* If space insufficient, enter "SEE SCHEDULE" and attach schedule in Form E.

** If space insufficient, continue executions on additional page(s) in Form D. (to/takenn)

END OF DOCUMENT

AGENTIS INFORMATION
SERVICES INC. 6

1/2

5. To oneself

- (1) A lawyer should assist in maintaining the honour and integrity of the legal profession, should expose without fear or favour before the proper tribunals, unprofessional or dishonest conduct by any other lawyer and should accept without hesitation a retainer against any lawyer who is alleged to have wronged the client.
- (2) It is the duty of every lawyer to guard the Bar against the admission to the profession of any candidate whose moral character or education renders that person unfit for admission.
- (3) A lawyer should make legal services available to the public in an efficient and convenient manner that will command respect and confidence. A lawyer's best advertisement is the establishment of a well-merited reputation for competence and trustworthiness.
- (4) No client is entitled to receive, nor should any lawyer render any service or advice involving disloyalty to the state, or disrespect for the judicial office, or the corruption of any persons exercising a public or private trust, or deception or betrayal of the public.
- (5) A lawyer should recognize that the oaths taken upon admission to the Bar are solemn undertakings to be strictly observed.
- (6) All lawyers should bear in mind that they can maintain the high traditions of the profession by steadfastly adhering to the time-honoured virtues of probity, integrity, honesty and dignity.