RMOLAW

quarterly

RMO RYAN MURDOCH O'REGAN Lawyers

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Caveat

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Our team often receives enquiries asking whether we could assist with lodging a caveat on a title to land to prevent a sale from going ahead.

So what is a caveat?

The word "caveat" is derived from the Latin word for "beware"- a warning or caution. It is primarily used to protect the unregistered interest in the land that is not capable of immediate registration on the title. Once a caveat is registered on the title, it will prevent the registration of any instrument or dealing with the land which may defeat or diminish the interest which the caveat claims to protect. You can think of it as a barrier to restrain any party from doing anything to the title to land that is contrary to the interests of the person lodging the caveat. In short, a caveat allows the opportunity and time for unregistered and equitable interests to be dealt with between the parties or considered by a competent court whilst the status quo of the title is preserved.

How to lodge a caveat?

The person who claims to have a caveatable interest in the land is *"the caveator"* and the registered owner of the land and any other person affected by the caveat is *"the caveatee"*.

To lodge a caveat, a Form 11 needs to be prepared and signed by the caveator or the caveator's solicitor and lodged with the Titles Registry. The caveat form can be lodged via PEXA.

It is not the function of the Registrar of Titles to decide the rights and wrongs of any interest claimed by the caveator.

When will a caveat lapse?

Once a caveat is lodged, the Titles Registry will notify the caveatee that a caveat has been lodged on the title by service of a notice.

The caveatee, upon being notified of the caveat, may serve a written notice on the caveator, requiring the caveator to start a court proceeding to establish his or her interest claimed in the caveat. The caveatee must also notify the Titles Registry within 14 days of service of the notice on the caveator that this action has been taken.

Once the caveator is served with the notice from the caveatee, if the caveator does not want the caveat to lapse, the onus of proof then rests with the caveator to establish that the caveat was not lodged or continued without reasonable cause. Specifically, the caveator must take the following two steps:

a) Start a court proceeding to establish the interest claimed under the caveat within 14 days of being served with the notice; and
b) Notify the registrar within 14 days that a proceeding has been started.

If the caveator fails to take the abovementioned steps, the caveat will lapse 14 days after the notice is served on the caveator.

If a notice (from the caveatee) is not served on the caveator, the caveator has 3 months in which to start court proceedings to establish his or her interest claimed in the caveat and notify the registrar that the proceedings have started. In such a case, if the proceedings are not started within 3 months, the caveat will lapse after the expiry of the 3 month period, unless the caveat was lodged with the consent of the registered owner (which will be a non-lapsing caveat).

Compensation for improper caveat

Under s130(1) of the *Land Titles Act 1994*, the caveator who lodges or continues a caveat without reasonable cause must compensate any person who suffers loss or damage as a result.

In the case of *Love v Kempton* [2010] VSC 254, Mr Kempton was the highest bidder at a property auction sale. After winning the auction, Mr Kempton refused to sign the contract of sale and attempted to negotiate the terms of the contract with the property owner Mr Love. Mr Love subsequently decided to sell the property to the underbidders. Mr Kempton then lodged a caveat over the property in order to protect his interest pursuant to "a contract for sale". The court found that Mr Kempton had no arguable claim and was guilty of "misuse of the caveat procedure". Mr Kempton was ordered to pay Mr Love's costs on an indemnity basis.

In a proceeding for compensation in Queensland, it is presumed that the caveat was lodged or continued without reasonable cause unless the caveator proves that the caveat was lodged or continued with reasonable cause.

To avoid being caught in the situation described above, a caveat should be lodged with care and whether a caveatable interest exists should be properly assessed prior to lodging the caveat.

What could constitute a "caveatable interest"?

We provide below a non-exhaustive list of examples where the Court held that a caveatable interest exists for your ease of reference:

a) The interest of a purchaser under a valid unconditional (but not yet settled) contract of sale (unless the lodging of a caveat is prohibited under the terms of the Contract);
b) The interest of a purchaser under an instalment contract;
c) A grantee's interest under an option to purchase land;
d) The interest of a beneficiary under a constructive, resulting or implied trust.

Below is a non-exhaustive list of examples where the interest of the caveator does not constitute a caveatable interest:

a) The interest of a purchaser under a conditional contract of sale where there are unsatisfied condition precedents;
b) A purchaser of a proposed lot under an off-the-plan contract of sale prior to the registration of the survey plan is not entitled to an equitable interest in the land; or
c) A vendor's lien (for unpaid purchase money), which is not capable of giving rise to any equitable lien over the land.

Should you consider lodging a caveat, it is crucial that you seek legal advice on whether you have a caveatable interest to start with, which needs to be assessed on a case-to-case basis.

Administering Deceased Estates – A Summary

Graham Morrison
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There is no doubt that attending to the administration of a deceased estate can be very challenging for an administrator/personal representative. Not only are there some difficult decisions to be made but the demands of beneficiaries who are often family members and co-administrators, and also of well-meaning bystanders 'who are often family members' can take its toll on the determination, enthusiasm and resolve the administrator has in performing a task entrusted to them because of the confidence the deceased had in them when they were nominated to the role.

Where no will exists, the administrator takes on this role often because of a duty to the deceased and their family or because they are the "one that gets things done" or because "nobody else wanted to do it".

In any case the administrator attends to their role with some trepidation and a little ignorance about what they need to do. No doubt they often receive guidance from someone who say they have all the answers and who suggests that they could do a better job.

There is no simple way of dealing with the complexity of administering an estate but in this article, it is hoped to give some insight into some of the practical aspects of administration and the tasks to be carried out in that role.

Set out below are some comments on administration which are mostly recorded as dot points for simplification and as a summary. It is hoped that this assists you with understanding the administration role. Where it does not give enough information or if the estate requirements

or questions are very complex a discussion with RMO Law may be a better option rather than trying to figure things out for yourself or by asking for guidance from Google or the internet.

To administer an estate a Personal Representative must attend to the following:

Identify the Assets

Bank accounts - Identification of bank accounts are usually done by the administrator being given or by locating bank statements. A letter to the financial institution will reveal what funds are held in the deceased's name and the banks requirements for the funds to be released.

- If the bank accounts are in joint names the surviving joint account holder will keep the funds in that account.
- Non-joint accounts. The most important question - Is Probate or Letters of Administration required by the bank? If so, an application will need to be made to the Supreme Court before the funds are released.

Note: Each bank has their own requirements which must be attended to before the funds are released. This may take the financial institution weeks or months for the release of funds to be achieved.

Nursing Home – Refundable Accommodation Deposit ("RAD") - These are the funds paid by the deceased to enter a nursing home.

- Probate or letters of administration are usually required before the RAD is released by a nursing home.
- The refund process is very quick as the refund must, by law, be paid within 14 days of the nursing home being given a request for the funds and a certified copy of the grant of probate or letters of administration.

Company Shares - The shares are usually the deceased's investment in a company listed on the stock exchange but can also be an interest in a private company in which the deceased had a business interest or in a company acting as a trustee for a family or other trust.

- The options when dealing with shares are for the shares to be transferred to a beneficiary, transmitted to the administrator or for the shares to be sold. If the shares are in a public company, they will be sold with the assistance of a stockbroker.
- Taxation issues may arise.
- Probate or Letters of Administration may be required in order to have authority to deal with the shares.
- Jointly owned shares will transfer to the surviving joint owner.

Real Property - The deceased's home or an investment property

- There are a few ways of dealing with real property including transmission of the property into the beneficiary's name (ownership) or transmission of the property into the administrator's name so that the property can then be sold or transferred.
- Depending on the circumstances, probate or letters of administration are used to transmit property.
- An original will can sometimes be used to transmit the property directly to the beneficiaries without the need to apply for a grant of probate.
- If real property is owned in joint names as "joint tenants", the real property does not become an estate asset and the surviving joint tenant receives ownership of the property by recording the death in the title's office.
- If the jointly owned property is instead held as "tenants in common", the deceased person's share becomes an estate asset and is distributed pursuant to the instructions in the deceased's will or if there is no will, by the administrator applying the intestacy rules in the Succession Act 1981.

<u>Superannuation</u>

- If there is a valid "Binding Death Nomination" made by the deceased the nominated beneficiary will receive the death benefit from the superannuation fund. The deceased can nominate their estate as the beneficiary and in this case the funds form part of the estate for distribution by the administrator.
- If there is no Binding Death Nomination, the trustee of the super fund will determine who will receive the death benefit. This will be a spouse, child, someone in an interdependent relationship or who is being maintained by the deceased. The trustee can determine to pay the death benefit to the deceased's estate and be dealt with as part of the estate distributions.

<u>Other assets</u>

- Depending upon the nature of the assets and the requirements of the estate, they will be distributed, transferred or sold. If sold the sale proceeds will be distributed to the beneficiaries.

Identify the Liabilities

It is the administrator's role to identify, pay and account for the estates liabilities before making a distribution to the beneficiaries. If the liabilities are not paid the administrator may be personally liable for the estate's unpaid debts.

- The **Funeral Cost** is the first expenses to be paid and has priority over all other expenses.
- **Other Expenses** may include the following:
  a) Rates
  b) Electricity/Gas accounts

c) Loans in the deceased's name- personal or housing loans
d) Tax owing by the deceased or by the estate
e) Legal Costs and fees
f) Money or debts owed by the deceased.

The **Personal Representative's obligation** is to ensure that all expenses are paid prior to the distribution of the estate to the beneficiaries.

Identify the Beneficiaries

<u>If there is a will</u>

- The beneficiaries will be named in the will.
- The executor's obligation is to ensure that the beneficiaries are properly identified and are "entitled" to receive a distribution from the estate.

<u>Beneficiaries if no will – (intestate)</u>

- The beneficiaries are those persons named in Schedule 2 of the Succession Act. The beneficiaries must also be "entitled" to receive the funds from the estate.
- An example of when a beneficiary may not be entitled to receive a distribution from an estate is where the beneficiary is an undischarged bankrupt.

Learn more about administering deceased estates in part 2 of our next newsletter. In the meantime, call one of our expert wills and estates lawyers for more information.

What is Bail?

A Bail undertaking is a promise to continue to appear when required at court after you have been charged with an offence. Prior to being convicted of an offence, a person in a civilised society enjoys the presumption of innocence and a bail undertaking is a formalised manner to balance the competing needs for the preservation of liberty of the individual and the execution of the criminal justice system with each being features of the administration of justice.

Why and how is bail granted?

Section 9 of the Bail Act confers upon any person who is brought before a court a prima facie right to bail.[1] This right is subject to the 'further provisions of the Bail Act' and these further provisions which provide for circumstances where bail must be refused are found in section

[1] *Williamson v Director of Public Prosecutions (DPP) (Qld)* [2001] 1 Qd R 99.

16 of the Bail Act where an unacceptable risk is identified to exist or the defendant is deemed to be in a prescribed 'show cause' position.

It is often the case that bail will be granted on an individual's own undertakings and conditions. This phrasing is the court's indication that the onus remains on the individual to ensure that they will abide by any lawful direction of the court or other authority and return to court at the next court date either personally or through legal representation. This is the least stringent manner in which bail can be granted and is granted in accordance with the presumption of innocence and the presumption of the court that the individual will appear at the next hearing date of their matter.

Conditions of Bail

Bail is also often granted with conditions in accordance with section 11 of the Bail Act. The imposition of any condition on an individual granted bail is at odds with the presumption of innocence and involves weight being attributed to countervailing considerations required for the due administration of justice. Where a condition is imposed, it is deemed that the condition which limits the liberty of the individual is required to duly administer justice despite it being arguably unjust to impose restrictions on the liberty of an individual presumed innocent of an offence. Conditions can be imposed as a means of offsetting an unacceptable risk and returning the nature of the risk to the realm of acceptability.

Along the spectrum towards circumstances where an application for bail may be refused exist circumstances for which an unacceptable risk can be cured by the imposition of bail conditions. Section 11 of the Bail Act provides a list of specified and special conditions which address the circumstances where unacceptable risk can be said to be cured by conditions.

Section 11(1) of the Bail Act provides specific conditions relating to the deposit of security and sureties and states:

> *"A court or police officer authorised by this Act to grant bail shall consider the conditions for the release of a person on bail in the following sequence—*
>
> > *(a) the release of the person on the person's own undertaking without sureties and without deposit of money or other security;*
> >
> > *(b) the release of the person on the person's own undertaking with a deposit of money or other security of stated value;*
> >
> > *(c) the release of the person on the person's own undertaking with a surety or sureties of stated value;*
> >
> > *(d) the release of the person on the person's own undertaking with a deposit of money or other security of stated value and a surety or sureties of stated value;*

but shall not make the conditions for a grant of bail more onerous for the person than those that in the opinion of the court or police officer are necessary having regard to the nature of the offence, the circumstances of the defendant and the public interest." (Emphasis added)

The requirement of this sequence of consideration is consistent with the final part of the paragraph which provides that a court or police officer shall not make the conditions for a grant of bail more onerous than are necessary. This sort of condition is often reserved for more serious offences and typically no security or surety will be required by the court when granting bail. While the conditions dealt with in section 11(1) are limited to the imposition of deposits of money and surety assurance, section 11(2) deals with the sorts of conditions which are imposed to more specifically address and cure identified unacceptable risks.

Section 11(2) of the Bail Act deals with what are referred to as 'special' conditions and provides:

"Where a court or a police officer authorised by this Act to grant bail considers that the imposition of special conditions is necessary to secure that a person—

(a) appears in accordance with the person's bail and surrenders into custody; or

(b) while released on bail does not—

(i) commit an offence; or

(ii) endanger the safety or welfare of members of the public; or

(iii) interfere with witnesses or otherwise obstruct the course of justice whether in relation to the person or another person;

Examples of special conditions for paragraph (b)(ii)—

- *a special condition that prohibits a person from associating with a stated person or a person of a stated class*
- *a special condition that prohibits a person from entering or being in the vicinity of a stated place or a place of a stated class*

that court or police officer shall impose such conditions as the court or police officer thinks fit for any or all of such purposes."

The threshold for justifying the imposition of special conditions is lower than that for section 11(1) conditions and the discretion is exercised as the court or police officer 'thinks fit' for any or all of such purposes of securing against the unacceptable risk of the occurrence of the circumstances stated at section 11(2)(a) and (b) of the Bail Act. Some typical conditions which one might have included in their bail undertaking will be a requirement to not go to a place, to not communicate with a person, to abide by a curfew, to not consume alcohol or illicit substances and in some circumstances, where the court 'thinks fit' to wear an ankle monitor.

Learn more about refusal of bail and show cause situations in part 2 in the next edition of the RMO quarterly. Need bail advice? Call one of our experienced criminal lawyers for legal advice today.

Trust and Property Settlement

May del Rosario
Lawyer
Family & De Facto

A **trust** is not a separate entity and cannot be a party to a legal proceeding. It's a versatile structure that many people can use to their advantage for a broad range of business activities. You can use trusts with a trading function, hold shares in an operating company, or hold personal assets. In any event, trusts are beneficial because they can safeguard assets, distribute income, and reduce tax burdens.

The **key parties** to the trust are the settlor, trustee, appointors and beneficiaries.

The ***settlor*** is the person responsible for establishing the trust and provides the trustee with the assets to be held for the benefit of the beneficiaries.

The ***trustee*** holds the legal title to the trust property and is bound to use its legal position as owner of the property for the benefit of the beneficiaries.

The ***appointor*** has effective control of the trust and is responsible for appointing and replacing the trustee/s.

The ***beneficiaries*** do not have any proprietary interest in the trust property. Their interest is a chose in action, entitling them to call upon the trustee to deal appropriately with the trust's income and/or capital.

However, what happens to a trust when property is divided in the event of a separation or divorce? Are trusts immune from a claim by an ex-spouse or former partner?

While every case is different, there is a general four-step process which will ordinarily be followed when it comes to dividing property between the parties in a property settlement. First step in the process is identifying the assets and liabilities of the parties and determining their value.

Whether a trust is an asset, the question of who has control of a trust is an essential factor that the court will consider. Depending on the circumstances and who controls the trust, it will be considered either as:

1. An asset; or
2. Financial resource

If a party is found to have the ability under the terms of the trust to distribute to themselves, or person or entity of its choice, all of the trust's income, that party will usually be found to have control of the trust. If the court finds that a party to the marriage or de facto relationship has control of the trust, the court can include the trust ***assets*** as part of the property to be divided between parties.

If a party is found to have no control under the terms of the trust but is likely to continue to have access to an income stream from a trust going forward, it is found to be a ***financial resource***, and the trust assets will not be part of the property to be divided between the parties. However, its existence could be taken into account when considering a further adjustment of available property under s 75(2) or s 90SF(3) of FLA – matters to be taken into consideration in relation to spousal maintenance.

When deciding whether or not a party/s to the marriage or de facto relationship has control over the trust and whether the trust assets should be included in a property settlement, the court will consider the following factors:

- Terms of the trust deed
- Identity of the trustee
- Control of the trustee, if the trustee is a company
- Identity of the appointor
- Trust income distribution history
- Assets of the trust and how they were acquired
- Beneficiaries of the trust
- Any relevant changes to the trustee or beneficiaries of the trust during the course of the relationship
- History of dealings with assets and income of the trust and by whom
- The degree of influence of the parties to the marriage or de facto relationship to the appointor of the trust

In *Coventry & Coventry and Smith* (2004) FLC 93-184; [2004] FamCA 249, the Full Court held that the husband controlled the trust despite the fact that his mother was the trustee. The husband was the principal beneficiary of the trust and the appointor of the trust since the death of his father.

In *Ashton and Ashton* (1986) FLC 91-777; [1986] FamCA 20, the Full Court also held that the trust was controlled by the husband and, therefore, property available to be distributed between the husband and the wife despite the fact that the trustee of the company was a company of which the husband and his cousin were trustees. The court held that the husband's power of appointment under the trust deed and all the attributes it carried with it amounted to a de facto ownership of the property of the trust.

In the case of *Kelly and Kelly* (No.2 (1981) FLS 91-108; [1981] FamCA 78, the Full Court found that the husband could arrange the funds of the trust as he pleased and that he could direct

the affairs of the trust. Similarly, in the case of *Goodwin and Goodwin Alpe* (1991) FLC 92-192, the husband exercised his power to exclude the wife and her children as beneficiaries.

Third party trustee

It is not unusual for a party to try and hide their control in a trust by having a third party listed as the trustee.

Before the introduction of Part VIIIAA of the *Family Law Act 1975 (Cth)* ('FLA'), the court was required to determine whether the trust:

- Was a trust in which a party to the marriage had only a mere expectancy,
- Should be treated as the property of the parties (or either of them), or
- Was a financial resource of the parties.

If the court found that the property of the trust was in fact property of the party, it was directly available for distribution within the property proceedings[2].

If the property was found to be a financial resource, the property was not available for division within the proceedings.

If it was only a mere expectancy, it was disregarded within the property proceedings.

These considerations are still important in contemplating whether a trustee must be joined as a third party. If this becomes evident that the third party listed as a trustee is simply a paper exercise and is not, in fact controlling the trust, arguments may arise that the trust is, in fact, an asset of the relationship.

Key Takeaways

- Every trust is unique, and the nature of the parties' interests in the trust property is a question of fact to be determined by the court.
- Ultimately, the greater control a party have over the trust and the greater the contributions made to the trust assets, the more likely it is to be included in the asset pool.

If you have questions about trust and whether the assets of the trust form property of the parties, contact us to book an initial consultation. with one of our experienced family lawyers, and we will provide you with tailored advice with respect to your unique circumstances.

[2] *Duff and Duff* (1977) FLC 90-127; [1977] FamCA 24.

Personal Insolvency Agreement: A Flexible Alternative to Bankruptcy

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Part X of the Bankruptcy Act allows a debtor to enter into an arrangement with their creditors to satisfy their debts without being made bankrupt. This arrangement is called a "Personal Insolvency Agreement."

A debtor will usually use a Personal Insolvency Agreement to:

- Get relief from their debts.
- Ensure a fair distribution of their assets to creditors,
- Provide a higher dividend than would be payable in bankruptcy,
- Maintain their sources of income, and
- Avoid the restrictions of bankruptcy.

A Personal Insolvency Agreement is a formal agreement between the debtor and their creditors that records how the debtor will satisfy their debts.

The proposal will usually provide for the payment of money over time and the sale of some assets. It will also usually contain a suspension of creditors' claims throughout the term of the agreement and payment of less than the full amount in full satisfaction of claims.

What Is The Process?

An individual can propose a Personal Insolvency Agreement when certain conditions are met:

- The debtor must be insolvent,
- The debtor must be present in Australia or otherwise have an Australian connection,
- Unless the debtor has permission from the court, they cannot propose a Personal Insolvency Agreement if they have proposed another Personal Insolvency Agreement in the previous six months, and
- A debtor must choose a Controlling Trustee – either a solicitor or a registered trustee in bankruptcy – and must provide them with these documents:
    - An authority under section 188 of the *Bankruptcy Act 1966* ("the Act") giving the Controlling Trustee control over their assets and requiring them to call a meeting of creditors to consider the proposal,
    - A statement of affairs detailing the debtor's assets, liabilities, and other personal information, and
    - A draft Personal Insolvency Agreement detailing the terms of the proposal to be made to creditors.

The Controlling Trustee will sign a Consent to Act and will send the material to the Australian Financial Security Authority ("**AFSA**") for registration on the official record.

Accepting The Proposal

For the debtor's proposal to be accepted, the majority of creditors and more than 75% in value of the creditors attending and voting at the meeting must be in favour of the proposal. If the proposal is not accepted by the required majority, the creditors may resolve that the debtor be placed into bankruptcy.

Debtor's Property & Income

There are no income, asset or debt limits involved in a Personal Insolvency Agreement.

Only property that is included in the Personal Insolvency Agreement is affected. Property that is not included in the agreement is not available to creditors. The debtor is only required to contribute some of their income if the agreement includes terms requiring them to do so. For example, the agreement may specify that the debtor will make the same type of contribution out of income that they would make if they were bankrupt.

End Date

The agreement ends when the debtor fully satisfies the requirements set out in the Personal Insolvency Agreement, and the available funds are distributed by the trustee as a dividend.

Who Administers A Personal Insolvency Agreement?

The proposal for an agreement must include the appointment of a registered trustee or the Official Receiver to administer the agreement. The Official Receiver will be the trustee if a registered trustee is not nominated. The powers and obligations of the trustee will be set out in the agreement and the Act. Those powers and obligations will essentially be to enforce the terms of the agreement, sell any assets, collect any monies and make a distribution to creditors.

Will It Affect The Debtor's Credit Rating?

The fact that the debtor has signed a section 188 authority will be noted by credit agencies. This may be more favourable than outstanding writs, defaults and a bankruptcy on the debtor's file.

Directorships

A debtor cannot act as a director of a company while subject to the terms of a Personal Insolvency Agreement. This restriction is lifted when the agreement has been fulfilled.

If you are experiencing financial difficulty, Ryan Murdoch O'Regan's Commercial Litigation Team can assist in negotiating with your creditors, including, if appropriate to your circumstances, taking steps to assist with a Personal Insolvency Agreement.

RMO News

Introducing Susan Zhang!

Susan joins us as an Associate in RMO's Property & Business Team. Welcome Susan!

Introducing May del Rosario!

May joins us as a Lawyer in RMO's Family & De Facto Law Team. Welcome May!

Congratulations Tayler!

Admitted in 2021, Tayler celebrates her 2nd year as a solicitor! Tayler provides legal representation across all criminal and traffic law charges, including bail applications, drug-related offences, domestic violence orders, sexual offences, violent offences, drink driving, drug driving and work licences.

Lejla celebrates 3 years with RMO Lawyers! Congratulations Lejla!

Lejla is an Associate and Team Leader of RMO Lawyers' Criminal & Traffic Law Team.

Brett celebrates 1 year with RMO Lawyers! Congratulations Brett!

Brett is a Senior Associate in RMO's Family Law & De Facto Team.

Lizzie celebrates 9 years with RMO Lawyers! Congratulations Lizzie!

Elizabeth is a Senior Paralegal in RMO's Wills & Estates Team.

Kylie celebrates 4 years with RMO Lawyers! Congratulations Kylie!

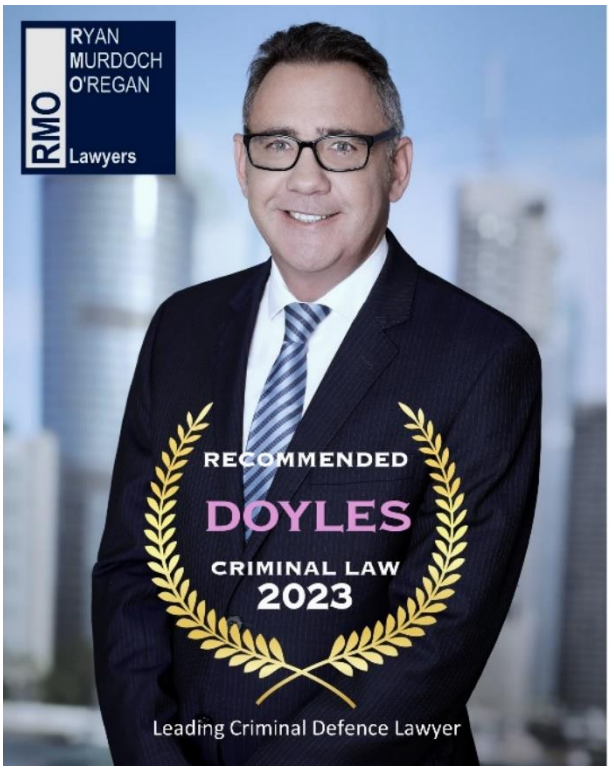
Kylie is an experienced Special Counsel in RMO's Wills & Estates Team.

Roly celebrates 5 years with RMO Lawyers! Congratulations Roly!

Roly is a Director of RMO Lawyers and Team Leader of the Commercial Litigation Team.

Introducing Dan Lilley!

Dan joins us as an Executive Counsel in RMO's Property & Business Team. Welcome Dan!



RMO Lawyers has been named as a Leading Criminal Defence Law Firm in Queensland!

"The 2023 listing of leading Queensland Criminal Defence Law Firms details firms practising in criminal law matters in the Queensland legal market who have been identified by their fellow Queensland criminal lawyers and barristers for their expertise and abilities in the area." – Doyle's Guide

Congratulations to our Director, Roly O'Regan, who was named as a Recommended Leading Criminal Defence Lawyer in the 2023 Doyle's Guide!

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