

THE HONOURABLE MR. JUSTICE  
DENNIS R. THOMAS



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October 5, 2015

Delivered via email only

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Dear Counsel:

**RE: Public Trustee of Alberta accounts, in the context of the *Sawridge Band Inter Vivos Settlement (1985 Sawridge Trust)*; QB Action No. 1103 14112**

I have received and reviewed the following materials:

1. Correspondence from Hutchison Law to Dentons Canada LLP (“Dentons”) dated August 29, 2015;
2. Correspondence from Dentons and Reynolds, Mirth, Richards & Farmer LLP (“RMRF”) to Hutchison Law dated September 1, 2015;
3. Correspondence from Supreme Advocacy LLP (“Supreme Advocacy”) to the Court dated September 2, 2015;
4. Correspondence from Dentons and RMRF to the Court dated September 18, 2015;

5. Correspondence from Supreme Advocacy to the Court dated September 25, 2015;
6. A redacted copy of the Hutchison Law July 30, 2015 account attaching redacted copies of the Supreme Advocacy invoices dated June 4, 2015 and July 7, 2015 ("SA invoices"); and
7. An original copy of the Hutchison Law July 30, 2015 account attaching original copies of the SA invoices which had been sealed by me on September 3, 2015.

I have been asked to resolve a disagreement between the Sawridge Trustees and the Public Trustee of Alberta ("Public Trustee") in respect to the accounts for legal services and disbursements rendered by Hutchison Law (Invoice No. 4023 dated July 30, 2015) and two SA invoices (No. 2318 dated June 4, 2015 and No. 2345 dated July 7, 2015). (Sometimes collectively referred to as the "Accounts").

The two issues arising are what amount of detail should be disclosed to the ultimate payor of the Accounts, namely the Sawridge Trustees, and also whether the Accounts are reasonable. I am responding by letter rather than a formal case management decision with several directions which nevertheless must be followed. These directions relate to the amount of detail to be included in the Accounts. At this time I am not going to resolve the issue of whether the Accounts are reasonable. I am hopeful that following the provision of more detailed invoices, the parties will be able to resolve the issue. However, I reserve on the question of deciding reasonableness of the Accounts if the parties are not able to come to some resolution on their own.

Counsel for the Sawridge Trustees accept that the Accounts may contain some information which is subject to solicitor-client privilege which may therefore be kept confidential by redaction.

The Dentons' letter of September 18, 2015 at pages 2 and 3 sets out the several categories of information which they say is incorrectly redacted. There is particular emphasis on the difficulty experienced in identifying individual time entries and inadequate disclosure of the nature of the work.

I have compared the redacted version of the Accounts found under Tab C of the September 18 Dentons' letter with the original versions of the Accounts which were sealed by me on September 3.

I agree with the Sawridge Trustees that more detail can and should be provided without eroding the principle of solicitor-client privilege in the existing Accounts and future invoices.

Accordingly, I direct that:

1. Individual time entries shall include the date the service was rendered and the name of the lawyer or paralegal providing the service shall be identified by initials. The number of hours or fractions thereof as recorded by the timekeeper and the applicable hourly rate shall be provided.

2. In respect to disbursements (excepting SA invoices), copies of all third-party invoices shall be included.
3. The nature of all work shall be more fully described. For example, details should be provided of the names of parties to correspondence, the type of transcripts reviewed and by whom, the class of documents reviewed and the work done shall be connected to specific applications.

My message is that excessive redaction is to be avoided and should be strictly limited to internal communications and details of strategy sessions or discussions and decisions taken in relation thereto. This approach should avoid debate in the future about what should or should not be redacted.

Based on the comparison of the redacted and original of the Accounts I have a number of comments on the individual invoices which hopefully will assist in resolving disagreements.

The Hutchison Law Invoice No. 4023, covers the period May 21 to July 6, 2015 and totals \$61,827.50. My review of the original (unredacted) version of Invoice No. 4023 provides a much clearer picture of the actual work being done by Ms. Hutchison and her associates in responding to a number of applications and the seeking of assistance from Supreme Advocacy. The time spent on these tasks appears to be reasonable given the complexity of the work required, the number of matters in play plus the interactions with multiple counsel. Without deciding the ultimate question of whether the account is reasonable, it is my suggestion that this account should be paid once more detail is provided as to the services rendered.

In respect to the Supreme Advocacy Invoice No. 2318, this account covered the period May 1 to 28, 2015 and totals \$17,781.79. Again, after examining the original (unredacted) version, the work and charges appear to be reasonable in that it covers a period when Supreme Advocacy was retained and coming up to speed on this complex matter. Again, I am hopeful that once further detail is provided with respect to the services rendered during this billing period the Sawridge Trustees will conclude that this account should be paid.

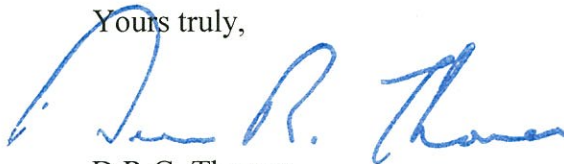
In respect to Supreme Advocacy Invoice No. 2345, which covers the billing period June 6 – 30, 2015 and totals \$125,884.69, a more fulsome version of the services rendered during this period should help to form a basis for the parties to discuss whether or not this account should be paid. More detail should help resolve the question of whether there has been a duplication of effort as between Hutchison Law and Supreme Advocacy. Hopefully the parties can work out some resolution on this account and as with the other bills, I reserve on the ultimate question of reasonableness.

I will also comment on the need for better definition of the scope of projects being worked on by Supreme Advocacy. Duplication of effort should be avoided and the retainer of Supreme Advocacy as it evolves from month to month should clearly outline the specific areas for which they will be responsible.

I trust the foregoing comments and directions will assist the parties in moving ahead with this litigation with more rigorous control of legal costs on the part of the Public Trustee.

At this stage, I do not require a formal order to document my directions but if the Sawridge Trustees want one then I invite Ms. Bonora to draft an order for my review.

Yours truly,

A handwritten signature in blue ink, appearing to read "D.R.G. Thomas". The signature is fluid and cursive, with the first name "D.R.G." and the last name "Thomas" clearly distinguishable.

D.R.G. Thomas

/ds