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SUPREME COURT OF NEW JERSEY  
Disciplinary Review Board  
Docket No. DRB 96-087

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IN THE MATTER OF :  
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PETER B. SILVIA :  
                          :  
AN ATTORNEY AT LAW :  
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Decision

Argued: May 15, 1996

Decided: March 10, 1997

Nitza I. Blasini appeared on behalf of the Office of Attorney Ethics.

Respondent appeared pro se.

To the Honorable Chief Justice and Associate Justices of the Supreme Court of New Jersey.

This matter was before the Board based on a recommendation for discipline filed by Special Master David M. Botwinick. Respondent was charged with violations of RPC 1.15(b) (knowing misappropriation of client funds) and In re Wilson, 81 N.J. 451 (1979).

Respondent was admitted to the New Jersey bar in 1977. In his answer to the complaint, respondent claimed that he was working in

a "temporary claims' positions." At the time of the ethics hearing, respondent was unemployed.

Respondent received a private reprimand in 1991 for violations of RPC 1.3 (lack of diligence) and RPC 1.4 (failure to communicate with clients).

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The present charges against respondent stemmed from his conduct while handling the income of four trusts that were created for the benefit and support of his wife's cousin, Allen C. Graveley, Jr.<sup>1</sup>. Of relevance to these charges is a claim that Graveley was incompetent and, therefore, unable to handle the trust funds on his own. Respondent adamantly denied throughout the proceedings that Graveley was incompetent. Moreover, he claimed that there was no attorney/client relationship between himself and Graveley.

As background, Graveley was admitted to the Briarleaf Nursing and Convalescent Home ("Briarleaf") in Doylestown, Pennsylvania, in December 1990. At that time he was forty-one years old. He died in the nursing home on February 24, 1992. Respondent signed the agreement of admission form to Briarleaf as the "responsible party" for Graveley. In this capacity, respondent was required to promptly pay Briarleaf for any services incurred by Graveley that

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<sup>1</sup> Graveley's name also appears as "Graveley" in various documents and the transcript of the ethics hearing.

were not otherwise covered by alternate forms of insurance. Prior to Graveley's admission at Briarleaf, he had been a patient at Englewood Hospital. An October 31, 1990 letter from Englewood Hospital to respondent clarified the reason why Graveley was admitted to Briarleaf. That letter stated, in relevant part:

As you know, Allen has been in Englewood Hospital since June 11, 1990 where he has been treated for multiple Medical conditions surrounding his Dialysis. More than half that time Allen has been medically ready to be discharged from the hospital. We have kept Allen in the Hospital beyond his medical achievement for the sole purpose of maintaining his medical condition while a Nursing Home bed was secured for him. You, the family members of Allen and I have been in regular contact about the difficulties of placement given Allen's dialysis needs. Due to his psychiatric condition, he is unable to do his own dialysis exchanges safely. Thus, we have ruled out the option of him being safely maintained at home . . . . [Emphasis supplied]

[Exhibit OAE-30]

A synopsis of Graveley's condition was set forth in medical records obtained from Englewood Hospital that were certified as true and exact copies. Exhibit OAE-27. The admission form and discharge summary indicated that Graveley was in the "end stage of renal disease" and had a history of psychiatric disorders from alcohol abuse. The discharge form also indicated that Graveley was suffering from schizophrenia. Testimony elicited during the DEC hearing also established that, for unknown durations, Graveley had been committed to both Marlboro Psychiatric Hospital in the 1980s, 2T132, and Greystone Psychiatric Hospital as a teen. 3T102.<sup>2</sup>

The four trusts created for Graveley's support were administered by the Crestar Bank and the Riggs National Bank, both

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<sup>2</sup> 3T denotes the transcript of the August 10, 1995 ethics hearing.

in Washington, D.C. The record does not disclose the precise date when Graveley first began receiving income from these trusts, although, beginning at least as early as 1983, the trust funds were sent to respondent for Graveley's benefit. Presumably around the same time, and purportedly at Graveley's request, Graveley and respondent established a joint checking account at the Midlantic National Bank, in which Graveley's trust fund checks were deposited. From June 1990 to February 1992 the Crestar and Riggs banks sent Graveley checks totalling in excess of \$90,000.

As will be discussed more fully below, Graveley required a great deal of assistance in his day-to-day life. Initially, Graveley's uncle provide the assistance. When the uncle became too old, respondent began caring for Graveley. According to respondent, he and Graveley had a verbal agreement that respondent was to pay himself \$500 per week for services to Graveley and that, if respondent needed additional funds, he could take them, albeit only with Graveley's permission.

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The grievant in this matter, Warren Wilbur, was the attorney for Briarleaf. Wilbur testified that respondent's payments to Briarleaf for Graveley's care were always in arrears. As Briarleaf's attorney, Wilbur contacted respondent on numerous occasions in an attempt to recover payment for Graveley's outstanding nursing home bills. Over the course of several months,

he spoke to respondent approximately six to ten times and sent respondent several letters. 1T41. During these conversations, respondent represented himself as Graveley's attorney and repeatedly informed Wilbur that Graveley had insufficient funds to pay the bills. Respondent never disclosed to Wilbur the existence of the trusts of which Graveley was a beneficiary.

Subsequently, Wilbur notified respondent that he intended to sue respondent personally for the arrearages. According to Wilbur,

[respondent's] vehement answer to me was that he had always represented Allen Graveley in the capacity of his attorney, that he had no personal liability whatsoever from this bill, ad infinitum. He kept playing that roll, he was always Allen Graveley's attorney and he didn't have any personal liability.

[1T42<sup>3</sup>]

Wilbur ultimately filed a complaint against respondent in Bergen County, New Jersey. Upon learning that the matter would not be tried for approximately five years, Wilbur withdrew the complaint. Because Pennsylvania law allows a creditor to file for letters of administration in certain situations, Wilbur applied to have LaVerne Boccanelli appointed as administratrix of Graveley's estate. Boccanelli was the credit manager of Accord Health Services, Inc., the management company that owned Briarleaf. Once Boccanelli was appointed, Wilbur sent a letter to respondent requesting information about Graveley's estate, including all information about his assets. Respondent replied on his attorney

letterhead, indicating that there was a balance of \$7 in Graveley's checking account. Respondent attached only the last page of the bank statement for the account at Midlantic National Bank in the name of "Allen Clark Gravely, Jr. or Peter B. Silvia." Exhibit OAE-3. Respondent also furnished information about Graveley's trusts and their locations.

Upon receiving that information, Wilbur began an investigation and obtained copies of all deposits, checks (front and back) and bank statements from July 1990 to July 1992. Wilbur determined that, during that time period, deposits in the amount of \$117,747.64 had been made, primarily from Graveley's trust funds. A few hundred dollars had also been deposited from Graveley's insurance carrier. During that same time, respondent had written checks to himself in the amount of \$58,350 and had written and endorsed a number of checks to cash, totalling \$15,560. Eleven miscellaneous checks to physicians amounted to \$5,317.64. Finally, Bingham, Graveley's uncle (respondent's wife's father), received a check for approximately \$2,000. Checks to Briarleaf totalled \$37,087.55 and several other payments were made to the provider of Graveley's dialysis. Two checks were written on the date Graveley died, one for \$10,000 made payable to respondent and the other to Bingham for \$1,100.

Wilbur had also received a photocopy of a November 18, 1983 letter, purportedly written by Graveley to one of the banks that administered two of the trusts. The letter indicated that Graveley's "inheritance" was to be sent to respondent, his

"lawyer." Exhibit OAE-10.

Wilbur testified, that as of the date of the ethics hearing, the debt to the nursing home had not been paid in full. Because Wilbur concluded that respondent had engaged in serious wrongdoing, he contacted the Office of Attorney Ethics ("OAE"), the Bergen County Prosecutor's Office and the FBI. According to Wilbur, the prosecutor and FBI were awaiting the outcome of the ethics proceedings.

As a result of Wilbur's grievance, the OAE conducted an investigation of respondent's actions. A demand audit letter was sent to respondent on August 3, 1993 requesting, among other things, the production of all bank statements, canceled checks, check stubs, deposit tickets and correspondence pertaining to accounts held jointly in respondent's and Graveley's names and any accounts held in trust for Graveley. Exhibit OAE-12.

OAE Chief of Investigations Gerald Smith testified at the ethics hearing. According to Smith, respondent claimed that he had no records pertaining to Graveley because he had destroyed them all once Graveley died. Respondent also contended that there was no attorney/client relationship between himself and Graveley. Respondent maintained that, although Graveley had been in a nursing home for more than one year, it was only because he required dialysis. Respondent asserted that, although Graveley's gross motor skills were poor, he was certainly competent. Respondent admitted, though, that Graveley had bizarre mannerisms.

As to the checks drawn on the joint account, respondent

claimed that he had cashed the checks made out to "cash" and that he had turned over the monies to Graveley. At the ethics hearing, however, respondent claimed that, after the demand audit, he spoke to some relatives and recalled that a portion of the cash had also been distributed to Graveley's mother, who was confined to another nursing home and, to Bingham to reimburse him for expenditures made in Graveley's behalf. Respondent also asserted that, each time he visited Graveley, he gave him large amounts of cash, usually about \$200. Respondent added that, on occasion, he would also mail money to Graveley. Respondent testified that he never inquired why Graveley needed such large sums of money.

Respondent also testified that the \$500 checks he had written to himself were remuneration for services rendered to Graveley. No documents, however, supported such a contention, nor was such an arrangement ever memorialized. According to Smith, respondent claimed that Graveley had expressed his desire that respondent's wife be given a gift of \$10,000. Respondent, therefore, drafted a check to himself in that amount on the day Graveley passed away.

Smith performed an accounting of the joint bank account from December 1990 to February 1992 and concluded that while Graveley was at Briarleaf, respondent wrote checks to cash in the amount of \$12,150 and to himself for \$45,300. Smith's review of respondent's attorney trust and business accounts also revealed that respondent failed to comply with R. 1:21-6.

During the OAE audit, respondent claimed that he visited Graveley at Briarleaf approximately once every week, that he always



entered the nursing home through the loading dock and, therefore, never signed into the facility, never ran into any nursing home personnel and never spoke to any of the personnel.

A number of Briarleaf personnel testified at the ethics hearing, including the administrator, several nurses from different shifts, the receptionist and LaVerne Boccanelli. Their collective testimony painted a picture of Graveley as an unkempt individual with poor motor skills, poor vision, violent episodes, mood swings, and, on occasion, animalistic mannerisms, including barking like a dog. The consensus was that Graveley was incapable of living on his own or managing his own affairs; he could be calm one moment and shouting and throwing things the next. Briarleaf personnel also recalled that Graveley spoke to himself, often yelled, smoked constantly and was easily angered.

As to respondent's claim that he visited Graveley once a week, Briarleaf employees testified that they had never seen him at the facility. One of the witnesses suggested that it would have been impossible for respondent to visit Graveley once a week for fourteen months and never run into any staff, particularly since the employees were constantly in and out of the residents' rooms. Boccanelli, whose office was located near the loading dock entrance, testified that she had only seen employees entering through the loading dock. Another employee explained that the loading dock entrance was primarily an ambulance entrance. The employees recalled that Graveley's only visitors were Graveley's acquaintances from Alcoholics Anonymous and Graveley's uncle.

Finally, none of the employees had ever seen more than a few dollars in Graveley's possession. Similarly, the woman in charge of opening the residents' mail did not recall that anyone had ever mailed cash to Graveley.

Stanley Peters, M.D., Graveley's treating physician at Briarleaf, testified at the ethics hearing. While the special master permitted the doctor to testify as an expert witness, he was concerned that respondent might be prejudiced by the doctor's testimony because Dr. Peters had not been formally requested to make a determination as to Graveley's mental capacity at any time prior to the hearing and had not administered certain tests commonly used to determine competency.

Dr. Peters testified as to his observations of Graveley, as memorialized in his nursing home notes. He stated that Graveley was manic-depressive. Graveley was unable to provide Dr. Peters with a medical history upon his admission, because he could not remember it; he was incapable of remembering what happened in the morning or what he had had for breakfast. Graveley lacked orientation as to time and place. The doctor testified as follows, when asked if he had administered certain tests:

I don't think it was appropriate, I don't think he knew one day or one week from the other. I didn't document on a mini mental status exam because he wasn't appropriate for exam.

[2T28]<sup>4</sup>

Dr. Peters believed that Graveley suffered from hallucinations. He testified that Graveley died of "end stage

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2T denotes the transcript of the August 17, 1995 DEC hearing.

renal disease" and its complications and suffered from cirrhosis of the liver from excessive alcohol abuse.

Dr. Peters formed an opinion as to Graveley's incompetency within his first month of treatment. The doctor doubted Graveley could handle money and did not believe he could make any reasonable attempt or plan to manage funds.

Dr. Peters was unaware that Graveley had several trust funds from which he received substantial amounts of money. He thought that Graveley was "on skid row." In fact, Dr. Peters recalled that, at one point, additional therapy was recommended for Graveley but not provided because no one was aware he had the means to pay for the therapy. The staff believed that Graveley could not afford additional treatment.

Dr. Peters noted that Graveley could have been given better care at Briarleaf, if the staff had been aware of his true finances. The doctor also remarked that Graveley could have been properly dressed rather than looking as if he belonged on skid row. Also, Dr. Peters believed that, because of his mental state, Graveley could have been easily victimized by others.

Graveley's monthly nursing home bills ranged between \$3,500 and \$4,000. Boccanelli confirmed that the nursing home was not aware of Graveley's true financial situation. Respondent's payments to Briarleaf were constantly in arrears, despite Boccanelli's repeated telephone calls to respondent. Respondent always told Boccanelli that Graveley had insufficient funds to pay his bills. His quarterly income from the trusts, however, was in

excess of \$15,000. Respondent also informed Briarleaf staff that Graveley did not have the funds for a psychiatric evaluation or treatment. Respondent admitted at the ethics hearing that, on a "couple" of occasions, the suggestion had been made to him that Graveley meet with the psychiatrist "more intently." Respondent claimed, however, that neither Graveley nor the family wanted that, "given the circumstances." 2T123. According to respondent, Graveley's family believed that there was no purpose in further medical attention. At one point Graveley was put into a private room, but had to be removed when respondent refused to pay the additional costs. Boccanelli testified that, at Graveley's death, he owed Briarleaf approximately \$6,000 and a similar amount for his dialysis treatment.

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Respondent testified that Graveley was not incompetent. He admitted, however, that while Graveley lived on his own, he "needed everything done for him." Respondent claimed that he had "put his life on hold" by taking care of Graveley's day-to-day necessities. 2T97-103. For example, respondent disclosed that he did Graveley's laundry, walked his dog, cleaned his apartment, installed his air conditioner, took out his trash, took him to Alcoholics Anonymous meetings and essentially did anything and everything that Graveley wanted. Respondent asserted that those tasks were not the type of services rendered in connection with an attorney/client relationship.

At the ethics hearing, respondent claimed that the number of times he visited Graveley at Briarleaf had been mischaracterized; his visits were never once a week. Respondent explained that he may have visited Graveley more or less frequently. He was unable to pinpoint exactly what time of day or what day of the week he would visit Graveley. At one point, respondent claimed that his father-in-law visited Graveley more frequently than he, 2T114, and only to say later that his father-in-law saw Graveley almost as frequently as he did. 2T122.

Respondent admitted that, at some point, an issue arose as to whether a guardian for Graveley should be appointed, but the family had rejected the idea. In fact, in a letter to respondent dated October 28, 1983 from the Riggs National Bank, the trust officer wrote:

Please advise me as to if [sic] there are any court proceedings currently pending regarding the appointment of a guardian for Allen Clark Graveley, Jr.

\* \* \*

If Mr. Graveley has not been declared incompetent, then I believe that the distribution of income should be made directly to him. I would appreciate it if you would kindly advise as to whether Mr. Graveley is able to take care of his finances.

By copy of this letter, I am also asking Mr. Peaden to advise me whether Mr. Graveley's step-mother believes that he can take care of his finances. I estimate that the annual income distributable to Mr. Graveley from the Clark Trust will be approximately \$24,000 per year. Since there have been indications to me in the past that Mr. Graveley might be

incompetent, I trust you will understand my reasons for asking for additional information at this time.

[Exhibit OAE-29]

In January 1984, the trust officer again wrote to respondent:

Enclosed is our check in the amount of \$12,425.23 payable to the order of Mr. Allen Clark Graveley, Jr..... This check is being sent to you in your capacity as attorney for Mr. Graveley. We will continue to mail the checks payable to Mr. Graveley in your care. If at sometime in the future you are of the opinion that Mr. Graveley is unable to manage his finances, please return the next income distribution to me so that other arrangements can be made.

[Exhibit OAE-28]

Nevertheless, respondent repeatedly stressed that Graveley was not incompetent. Respondent added that everything had to be done for Graveley merely because he was lazy.

Respondent conceded that he had not earned the \$25,000 to \$30,000 he took from Graveley while Graveley was at Briarleaf. He claimed, however, that Graveley wanted to keep the same "deal" that they had earlier struck, even though respondent did little more than take care of Graveley's bills.

As to the \$10,000 check written on the date Graveley died, respondent claimed that he had Graveley's permission to issue it. Respondent contended that Graveley had wanted to make a gift to respondent's wife, who was Graveley's cousin. Respondent denied being aware that Graveley died on that same date, even though he knew that Graveley was near death. Respondent testified that he had made the check out to himself, rather than his wife, and then

cashed it. He stated that he deposited the check in an account other than the joint account he shared with his wife. Although respondent's wife claimed that she was aware that Graveley had wished to give her a gift, it is not clear from the record that she knew the amount of the gift or when or where it had been deposited.

With regard to the \$1,100 check made out to Bingham on that same date, respondent maintained that, while he did not know of Graveley's death on that day, the check might have been intended to reimburse his father-in-law for the expense of Graveley's cremation or for other expenses. Bingham passed away before the ethics hearing.

Respondent contended that he failed to notify the banks of Graveley's death because he had trouble coping with the death. Eventually, the Crestar Bank learned of Graveley's death through another relative.

A letter from a Crestar Bank trust officer about Graveley's estate indicated that the bank had not learned of the death until September 1992, more than six months after his death. The bank, therefore, was required to make a demand for the return of the checks it had issued in July and October for the two trusts it administered for Graveley. A stop payment order was placed on the checks, which had already been mailed to respondent, and the amounts were credited back to the trusts. Exhibit 8 to Exhibit OAE-25. Respondent conceded that the remainder of the funds in the trust would pass to the Clark-Ginsberg line of heirs (possibly Graveley's stepmother and her family), not the Bingham line.

Respondent also admitted that he knew that, if Graveley had been declared incompetent, he might not have been appointed to handle Graveley's funds. Presumably, respondent was referring to the fact that he was not Graveley's next-of-kin.

At the time of the ethics hearing, respondent was not working. His wife testified that they had no savings and had approximately \$1,000 in their checking account. Respondent's wife stated that whatever money they had from her teaching position went into their checking account to pay their bills. She explained that they had many credit cards that were "being paid off and delayed until September," when she returned to work; she then planned to start paying off the credit cards again.

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The special master found that there was an attorney/client relationship between respondent and Graveley. The special master's finding was based, in part, on documents admitted into evidence expressly referring to respondent as Graveley's attorney and, in part, on Wilbur's testimony that, each time he spoke to respondent, respondent represented himself as Graveley's attorney. The special master noted that, at the very least, respondent had a fiduciary obligation to handle Graveley's finances with the care he would have used in handling the finances of a client or an unrelated third-party.

The special master also determined that respondent lacked



sufficient authority to withdraw funds for his own benefit and had, therefore, knowingly misappropriated the funds. Alternatively, the special master concluded that, even if Graveley had actually authorized the withdrawal of funds, Graveley lacked the capacity to make a binding oral agreement with respondent, "a fact of which respondent was aware."

The special master discounted respondent's claims that he had provided Graveley with large sums of cash and that respondent had not questioned Graveley's needs for such sums. Moreover, the special master found respondent's explanation for the two checks written on the date of Graveley's death to be "particularly dubious."

The special master concluded that an attorney has a duty not only to safeguard client funds and property and to keep them separate from his own property, but to maintain sufficient accounting and recordkeeping procedures. As the special master noted, respondent abdicated those responsibilities. The special master found that respondent's conduct was violated RPC 1.15(b) because, without proper authorization, he knowingly used funds entrusted to him by his client.

The special master also found that respondent violated RPC 8.4(c) as a result of a number of acts and omissions, including converting to his own use funds entrusted to him by a relative with diminished capacity; continuing to withdraw \$500 per week during a time when he acknowledged performing few services for Graveley; causing the payments to Briarleaf to become delinquent and

misrepresenting the availability of money to pay for such bills; depriving Graveley of funds; and, finally, claiming that the \$10,000 check was a gift to his wife, notwithstanding that the check was written to respondent, endorsed by respondent and then deposited into an account to which his wife had no access.

Because of the absence of persuasive mitigating factors, the special master recommended that respondent be disbarred.

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Following a de novo review of the record, the Board is satisfied that the conclusion of the special master that respondent was guilty of unethical conduct is supported by clear and convincing evidence.

The facts establish that respondent cared for Graveley, once respondent's father-in-law was no longer able to do so. To be sure, based on Briarleaf staff's description of Graveley, it must not have been a pleasant responsibility. In or about 1983, Graveley came into significant sums from four separate trusts. From the record, it cannot be disputed that Graveley was incompetent and clearly unable to manage such large amounts of money, much less authorize respondent to manage the funds for him. Respondent, and possibly his wife and father-in-law, decided not to have Graveley declared incompetent. This decision was probably made to avoid their loss of control over Graveley's funds. Respondent then took control of the funds. To accomplish that end, respondent opened a

joint account with Graveley and had Graveley execute letters indicating that his trust income was to be sent to respondent, his attorney. Moreover, since the banks were aware that Graveley might require a guardian, it is logical to infer that respondent represented to the banks that he was Graveley's attorney.

The record leaves no doubt that respondent systematically depleted Graveley's funds, leaving only the bare minimum in the account to pay Graveley's expenses. His explanation about his agreement with Graveley to pay himself \$500 per week is as implausible as his claim that he gave Graveley large sums of money to spend while at Briarleaf. Exacerbating the seriousness of these factors is that the diversion of Graveley's funds deprived Graveley of the ability to obtain appropriate treatment.

Respondent's conduct might have been precipitated by financial problems. His employment history seemed problematic. Alternatively, perhaps because Bingham and respondent had been saddled with the burden of caring for Graveley during periods when he was not institutionalized, respondent might have felt justified in diverting as much of the income from Graveley's trusts as possible during Graveley's lifetime. After all, it appears that the Bingham line of heirs would not inherit anything at Graveley's death. The record does not reveal what respondent did with the funds he misappropriated. However, based on his wife's testimony about their financial difficulties and the fact that respondent unsuccessfully attempted to have counsel appointed, one may conclude that the Silvias needed the funds for their day-to-day

expenses.

Notwithstanding the significant sums that passed through the joint account, respondent's payments to Briarleaf were always in arrears. For whatever reason, respondent misappropriated the funds that had been entrusted to him for the care and support of Graveley, who was both incompetent and facing serious medical problems. In misappropriating these funds, respondent breached his fiduciary duty and deprived Graveley of services and goods that might have improved the quality of Graveley's remaining years.

The special master, therefore, properly concluded that respondent's conduct in this matter constituted a knowing misappropriation of Graveley's funds, in violation of RPC 1.15(b) and RPC 8.4(c).

While respondent denied the existence of an attorney/client relationship, he clearly held himself out to the public as being Graveley's attorney. This was evident from Wilbur's testimony, various letters to respondent, and even a letter from Graveley instructing the bank to send his money to respondent, as his attorney. The Board, thus, found an attorney/client relationship between respondent and Graveley, based on respondent's representations to the public. In light of this relationship and the fact that respondent misappropriated client funds, disbarment is required under In re Wilson, 81 N.J. 451(1979) and its progeny. Moreover, respondent's conduct, which enabled him to gain access to Graveley's funds, was akin to the "hoodwinking" of the "helpless" out of their funds, found to be intolerable by the Court in In re

Wolk, 82 N.J. 326 (1980). The attorney in Wolk was disbarred for his attempted fraud in grossly and intentionally exaggerating the quantum and value of the services he rendered in one matter involving a child. In a second matter, he represented a widowed client in a business matter in which he was personally involved. He counselled her to make a hopeless investment in a building in which he had an interest and concealed material information from her. Similarly, this respondent took advantage of a helpless individual. Whether or not respondent had an actual or implied attorney/client relationship with Graveley, his conduct, nevertheless, warrants disbarment.

In light of the foregoing, a five-member majority of the Board voted to disbar respondent. One member voted to remand the case to a new special master, based on his concerns that respondent's right to a fair hearing may have been prejudiced by the special master's possible prejudging of the matter. One member recused himself and two members did not participate.

The Board further determined to require respondent to reimburse the Disciplinary Oversight Committee for administrative costs.

Dated: 3/16/97



LEE M. HYMERLING  
Chair  
Disciplinary Review Board