BY MATTHEW BURGESS, MCCULLOUGH ROBERTSON LAWYERS

The use of special purpose trusts in estate planning - Part II

IN LIGHT OF FUNDAMENTAL CHANGES TO THE TAXATION REGIME AND THE EXPANDING WEALTH OF AUSTRALIA'S AGING POPULATION, THERE IS A GROWING NEED FOR ESTATE PLANNING TO UTILISE APPROPRIATE STRUCTURING. THIS ARTICLE FOCUSES ON THE USE OF SPECIAL PURPOSE TRUSTS IN THE ESTATE PLANNING PROCESS.

BANKRUPT OR AT RISK BENEFICIARIES

Trusts are often used in an estate planning context to help protect inheritances from attack by the trustee in bankruptcy if it is a concern that the estate may be passed to beneficiaries at risk of bankruptcy. Last year a number of changes to the bankruptcy legislation were introduced and these are discussed below.

Bankruptcy Legislation Amendment (Anti Avoidance) Act 2006

Significant changes were proposed by the *Bankruptcy Legislation Amendment (Anti Avoidance) Bill 2005* ("BLAAAB"), which received assent on 3 May 2006. These changes, now effective in the *Bankruptcy Legislation Amendment (Anti Avoidance) Act 2006* ("BLAAAA") are noted below in respect of the "claw back" rules and will apply to transfers of property made on, or "examinable periods" (see below) which commenced on, or after 28 days following the day of Royal Assent for the Bill – ie from 1 June 2006.

Section 120, 121 and 122 "claw back" rules – including the BLAAAA effect

In considering claims that might be brought by a trustee in bankruptcy, it is relevant to bear in mind the voidable transaction provisions in the *Bankruptcy Act*. These provisions, often referred to as "claw back" provisions, enable the trustee in bankruptcy to trace and reclaim assets that were transferred prior to a person becoming bankrupt. The BLAAAA extends the s 120(3) rule for transfers at less than full value, as noted below.

In particular, a transfer can be overturned, subject to certain exclusions:

(a) if the transfer took place within two years before the commencement of the bankruptcy where no consideration was paid or where consideration was less than market value (s 120(3)) – the BLAAAA extends this from two years to two years for related entitles; or

(b) if the transfer took place within five years before the commencement of the bankruptcy and at the time of the transfer the person was insolvent, where no consideration was paid or where consideration was less than market value (s 120(1)); or

(c) if the transfer took place within six months before the commencement of the bankruptcy, the transfer is to a creditor, the creditor obtains a preference, priority or advantage over other creditors and at the time of the transfer the transferor was insolvent (s 122); or

(d) at any time where the main purpose in making the transfer is to prevent the transferred property from becoming divisible, or to hinder or to delay the process of making property available for division, among creditors (s 121(1)). While the legislation also makes it clear that there are no limits to the way in which the main purpose can be established, it specifically provides that the purpose can be inferred from all the circumstances that at the time of the transfer the transferor was, or was about to become insolvent (s 121(2)). An exclusion in s 121(4) requires the transferee to pay market value; not to have knowledge of the main purpose (the BLAAAA inserts a further test of requiring that they could not reasonably have inferred); and could not have inferred the actual or imminent insolvent status of the bankrupt transferor.

It should be remembered that, as the commencement of the bankruptcy may be dated from the first act of bankruptcy within the six months before a relevant petition was presented, up to a further six months could be added to these periods of "claw back".

It is significant to note that, if ss 120 and 121 void ("claw back") the transfer of property, there is a requirement to pay to the transferee the consideration (if any) that they paid.

High Court decision in *Cummins* – section 121

Importantly, no time limit applies to the class of voidable transactions under s 121. The provision specifically requires that the main purpose in making the transfer must be to prevent the transferred property from becoming divisible, or to hinder or to delay the process of making property available for division, among creditors.

On 7 March 2006, the High Court handed down its decision in the appeal case *The Trustees of the Property of John Daniel Cummins, A Bankrupt v Cummins* [2006] HCA 6 ("Cummins"), dealing with s 121.

Mr Cummins was a barrister who had not lodged tax returns for a very long time (in fact since 1955 when he was an articled clerk) and, when he was eventually identified by the ATO and lodged returns for the 1992-99 years, was then assessed by the ATO for large amounts – and became bankrupt.

The case related to:

(a) the transfer (for less than market value) to Mrs Cummins (since divorced from Mr Cummins) of Mr Cummins's 50 per cent share in the family home at Hunters Hill in August 1987; and

(b) the transfer (for less than market value) to a family trust of 6,000 shares in the company which entitled Mr Cummins to occupy his chambers in Sydney City also in August 1987.

There was a further issue relating to the proportion of ownership of the home (hence whether Mrs Cummins already owned a larger part, which could not then be "clawed back") which is not directly relevant for purposes of this paper.

The High Court decision upheld the original Federal Court decision of Sackville J and overruled the Full Federal Court. The Full Federal Court decision had been largely based on a view that there had been a lack of evidence of the tax liability at the time of the transfers, but the High Court appears to have had little difficulty in rejecting this approach.

The High Court comments in relation to the practical application of s 121 are of critical importance.

For s 121 to apply, there must (at the time of the subject transfer of property) be:

(a) the probability that the property would have been available to creditors if it had not been transferred (s 121(1)(a)); and

(b) the relevant main purpose of preventing the transferred property from becoming divisible, or to hinder or to delay the process of making property so available (s 121(1)(b)).

The High Court concluded that Sackville J did not err when he concluded that there was a tax liability which made the ATO a creditor at the time of the transfers. Interestingly though, in the Court's view these 1987 and earlier liabilities were not the 1992-99 year liabilities which were actually later assessed and claimed by the ATO.

Unfortunately, this conclusion meant that the Court did not need to consider the question that would be more relevant to most of us (but which is mentioned at para 31 of the judgment) – whether plaintiffs under potential actions for professional negligence could also be taken to be **creditors** for the purposes of s 121.

This is a critical point. Generally it has been thought that if there is no existing claim then there is no creditor – but Mr Cummins had a tax liability even though the formal assessment processes to raise a debt had not occurred.

Instead, the lack of any knowledge about an actual or likely claim would seem instead to be taken into account in relation to the **main purpose**. Thus, if an individual does not (on a reasonable basis) have any reason to believe that a claim could be made and has no existing issue with meeting payments to (known) creditors, then it would be difficult to demonstrate that a transfer can have been made for either of the purposes in s 121(1)(b).

From *Cummins* it can be noted that in being satisfied that Mr Cummins had one of the required main purposes:

(a) Sackville J originally concluded that Mr Cummins was "well aware in August 1987" of substantial tax liabilities and that the ATO would assess those liabilities as soon as the ATO became aware, which could be at any time;

(b) the High Court rejected alternative explanations of the August 1987 transactions;

(c) that they were to benefit the family – as minor and in any case consistent with defeating or delaying creditors;

(d) as being within the terms of the decision in Williams v Lloyd (1934) 50 CLR 341 – on the basis that in that case the husband transferor was "in a perfectly sound financial position" with "nothing to fear"; and

(e) as being to protect against future creditors – on the basis of the High Court agreeing with Sackville J in his earlier decision, that the transfers were instead directed at defeating or delaying the ATO.

The reference to *Williams v Lloyd* raises some hope that a sound existing financial position, without any known or expected claims, would prevent s 121 from applying, but again the High Court did not feel it necessary to fully explore the "future creditor" issue – and so *Cummins* cannot provide us with definitive comfort on this point. In the leading judgment from *Williams v Lloyd* Dixon J stressed that the real intent to defeat or delay creditors must in fact exist from all the circumstances of a transaction.

BLAAAA – Division 4A changes

Very significant changes were introduced by the BLAAAA for the separate "claw back" rules under Div 4A of Part VI of the *Bankruptcy Act* for interests in property which have been acquired or which have increased in value due to the bankrupt's (earlier) financial contributions, where the bankrupt has also derived some (direct or indirect) benefit from the property.

These changes essentially expand Div 4A to include natural persons (thereby including spouses, where previously they were excluded and Div 4A was largely ineffective) and also expand the concept of the "examinable period" (during which the relevant "claw back" can occur) as being:

(a) from four years, or from an earlier first instance of insolvency, up to five years (one more year), from the commencement of the bankruptcy – where a related party has the property interest; and

(b) from two years, or from an earlier first instance of insolvency, up to five years (three more years), from the commencement of the bankruptcy – where an unrelated party has the property interest.

The most important specific provisions inserted are stated in full below:

> 139DA Order relating to property of natural person
>
> If, on an application under s 139A for an order in relation to a respondent entity that is a natural person, the Court is satisfied that:
>
> (a) during the examinable period, the entity acquired an estate in particular property as a direct or indirect result of financial contributions made by the bankrupt during that period; and
>
> (b) the bankrupt used, or derived (whether directly or indirectly) a benefit from, the property at a time or times during the examinable period; and
>
> (c) the entity still has the estate in the property;
>
> the Court may make an order of a kind referred to in subss 139D(2) and (3), whether or not the bankrupt has ever had an estate in the property.
>
> 139EA Order relating to increase in value of property of natural person
>
> If, on an application under s 139A for an order in relation to a respondent entity that is a natural person, the Court is satisfied that:
>
> (a) during the examinable period, the value of the entity's interest in particular property increased as a direct or indirect result of financial contributions made by the bankrupt during that period; and

(b) the bankrupt used, or derived (whether directly or indirectly) a benefit from, the property at a time or times during the examinable period;

the Court may, by order, direct the entity to pay to the applicant a specified amount not exceeding the amount by which the value of the entity's interest in the property increased as a result of the financial contributions made by the bankrupt.

Some of the immediate questions that arise from these amendments are:

(a) what will be included as "financial contributions"? – for example, the payment of other bills so that one spouse can pay the mortgage;

(b) is the value of an interest in property to be taken to increase due to a related liability being paid off? – where the "interest" itself (say 100 per cent ownership) will not have not changed; and

(c) will market value increases be included as being indirectly linked to financial contributions paying off the cost of acquisition?

Orders (under ss 139D(2) and (3)) may be made to either transfer of all or part of the subject property pursuant to s 139DA, or payment of a specified amount relating to the increased interest in the property pursuant to s 139EA.

These provisions represent a serious threat to the whole strategy of accumulating assets in the hands of "low risk" entities, where value must be "moved" (a financial contribution) to that "low risk" entity – such as is always the case where a professional practices as an individual and (for income in excess of supportable service trust distributions) the practitioner must then gift value to their spouse or other "low risk" entity over time. The ATO push on service trust arrangements obviously exacerbates this problem for many professionals.

The only effective solution to "claw back" provisions of this scope is to structure so that the income from the practice (or other business) is directly earned (and therefore derived for tax purposes) by a "low risk" entity (ie someone or an entity other than the professional).

BLAAAA – other

Finally, it is important to note a number of other changes made by BLAAAA, largely as summarised in the Explanatory Memorandum include the following:

(a) introduction of a rebuttable presumption of insolvency for the purposes of the "claw back" provisions where a bankrupt has failed to keep proper books, accounts and records;

(b) voiding (under s 120) a transfer made to defeat creditors if it was reasonable for the transferee to infer that the bankrupt's main purpose in transferring the property was to defeat creditors;

(c) allowing transcripts and notes from examinations under ss 77C and 81 of the Act to be used in proceedings under the Act, regardless of whether the person examined is a party to the proceedings;

(d) ensuring that, where the consideration for an earlier property transfer by a bankrupt is paid by a transferee directly to a third party, the property constituting that consideration is itself treated for s 120 and 121 purposes as a (further) transfer by the bankrupt;

(e) clarification of s 120 to make it clear that a transfer will only be protected from this provision if market value consideration is given by the transferee to the bankrupt; and

(f) amendments to ss 120 and 121 to make it clear that:

    (i) the amount to be refunded to the transferee by the trustee is the amount that the transferee gave to the bankrupt; and

    (ii) "consideration" for the purposes of these provisions is not to include any right that the transferee has given to their bankrupt spouse to reside at the transferred property (except in the case of marital breakdown).

DIVISION 6AA ISSUES AND TAX

It is generally accepted that TDTs do provide scope for tax planning opportunities, provided the arrangements entered into are capable of being characterised as arm's length dealings (albeit that the parties involved may not necessarily be at arm's length). For example, income from an arrangement involving a TDT increasing its income earning ability by borrowing on an arm's length basis would still fall within Div 6AA of the ITAA 1936, whereas, income from gifts or distributions from other "related" individuals or entities will not.

The specific issues that are often raised in the context of the tax planning opportunities under Div 6AA are as follows:

(a) is excepted trust income limited only to that income which derives from property held by the deceased at the date of their death? In other words, do the underlying capital assets always have to remain the same or can these assets be disposed of and new assets acquired within the trust structure and would income from new assets enjoy the excepted status?

(b) assuming that the underlying capital assets can be changed, what, if any, limitations are placed on the types of changes that can take place, and in particular can the total capital value of the trust be increased, by way of:

    (i) a TDT going to a bank and borrowing money and then utilising this money in addition to its existing capital to purchase new assets? If so, can all of the income from the asset acquired both with existing TDT money and a loan from a bank enjoy excepted trust income status or does some sort of apportionment need to take place?;

    (ii) distributions made from other trusts to a TDT thereby increasing the capital available for investment via a TDT with all income from this new investment enjoying the excepted trust income rates?; and

    (iii) a beneficiary of a TDT gifting money to a TDT?

Finally, if income is originally sourced from a TDT but is then distributed via a trust established prior to death to an infant beneficiary, does it retain its status as excepted trust income?

Each of these issues will be dealt with in turn. In all of these situations it is of course necessary to consider the specific anti-avoidance provisions set out in Div 6AA, and the general anti-avoidance provisions set out in Part IVA; however these provisions are outside the scope of this paper.

Is Division 6AA limited to income derived from estate assets?

No. Subsections 102AG(2)(a)(i) and 102AG(2)(d)(i) are the relevant provisions.

Under (a)(i) excepted trust income is the amount which is assessable income of a trust estate that resulted from a will, codicil or court order varying a will or codicil. Importantly, the subsection only prescribes how the trust estate is deemed to have arisen and does not place any limitations on the management of the trust estate, or on the assets which the trust may hold.

The fact that estate assets forming part of the trust estate may be realised and others may be acquired has no implications on the validity of a TDT, nor the ability of the trustee of a TDT to treat the income as excepted. Similarly, if the trustee decides to borrow money and acquire assets which earn income, then Div 6AA applies to that income.

What limitations might be imposed

Section 102AG(3) contains an exception for non-arm's length arrangements. In particular, it provides that if any two or more parties to:

(a) the derivation of the excepted trust income mentioned in subs (2); or

(b) any act or transaction directly or indirectly connected with the derivation of that excepted trust income;

were not dealing with each other at arm's length in relation to the derivation of income, or in relation to the act or transaction, the excepted trust income is only so much (if any) of that income as would have been derived if they had been dealing with each other at arm's length in relation to the derivation, or in relation to the act or transaction.

Essentially this means that if, say, the loan was not at arm's length, but at a more favourable interest rate compared with the market, then the income derived would have been less, and therefore the amount which can be treated as excepted trust income is reduced.

The case of *The Trustee for the Estate of the late AW Furse No. 5 Will Trust v FCT* 91 ATC 4007 is one of the few reported decisions dealing with Div 6AA. In that case Hill J said it was only necessary that the parties be dealing on an arm's length basis and that it was not necessary that they be

arm's length parties. Consequently, a loan by a non-arm's length party of itself will not invoke s 102AG(3) unless the parties are also not dealing at arm's length in relation to the terms of the loan.

Income from distributions by trusts established prior to death will not enjoy excepted trust income status because the parties are not dealing at arm's length, unless the trustee gives arm's length consideration for the payment. In the Furse case it was held that where a TDT had acquired a unit in a unit trust, some time after the establishment of the TDT, the income received via distributions from the unit trust was excepted trust income as the acquisition of the unit was on arm's length terms.

SUPERANNUATION AND DEATH BENEFITS

The provision of death benefits is a central object of virtually every superannuation fund. The sole purpose test mentions it amongst both the core and ancillary purposes for which a superannuation fund may be maintained, and it is rare for any superannuation fund not to provide for death benefits. Indeed, certain superannuation funds are established solely to provide death benefits, with the only significant asset of such funds being a life insurance policy.

A significant amount of wealth is now held within the superannuation environment. For many, superannuation benefits will represent

> A natural extension of that desire to control one's wealth is the ability of an individual to put in place an estate plan to deal with their inevitable death.

TDT distributions to infant beneficiary via inter vivos trust

Where there is a distribution of income from a TDT to an *inter vivos* trust, and then to an infant beneficiary, the better view appears to be that the distribution does not have the status of excepted trust income.

Section 102AG(1) requires that a trust have a prescribed person (essentially an infant, subject to certain exceptions in s 102AC(2)) as a beneficiary. Although it could be argued that a TDT has, as its ultimate beneficiary, an infant, and although s 102AG(1) does not expressly exclude an indirect interest as a beneficiary, s 102AG(1) is likely to be construed as dealing only with direct beneficiaries of a TDT.

Having said this, there is an argument that the income of the "trust estate" contemplated in the opening words to s 102AG(2) need not be the same trust estate, and that the income received by an infant beneficiary via an existing family trust is excepted trust income "in relation to a beneficiary of the trust estate (that is the family trust) to the extent to which the amount – (a) is assessable income of a trust estate (that is the TDT) that resulted from – (i) a will".

the largest or second largest asset behind their family home. Those focused on building wealth through superannuation often prefer to do so through a Self Managed Superannuation Fund ("SMSF"), either to avail themselves of the ability to acquire business real property from themselves and hold such property within the fund, or simply to have more direct control over the fund through trusteeship of the fund.

A natural extension of that desire to control one's wealth is the ability of an individual to put in place an estate plan to deal with their inevitable death. It is somewhat ironic, however, that there have been recent attacks by the government on the use of superannuation in the context of estate planning. The review of the provision of pensions in small superannuation funds notes that "the Government regards the use of superannuation specifically for estate planning rather than retirement income purposes as inconsistent with the purpose of providing tax concessions to superannuation". As a consequence of that report, the government introduced measures to limit the ability of SMSFs and other small superannuation funds to provide defined benefit pensions.

Whilst there is some merit in the view that tax concessions should only be available with respect to the funding required for one's retirement, such an approach can lead to anomalous results. It discourages savings – something which the government otherwise wants to promote. It also suggests that people should avoid being frugal in their retirement, lest they die leaving a substantial unpaid superannuation benefit.

At a time when people are living longer, and the government is seeking to have less people rely on public welfare, discouraging the build up of superannuation entitlements seems to be contradictory. Further, the view of the government appears to assume that people are able to predict with certainty the timing of their death, or at least be able to avoid a "premature" death.

Appointment of trustees after death of a member

The general rules regarding the trusteeship of SMSFs are modified in the event of a member's death. A superannuation fund does not fail to satisfy the relevant tests by reason only that a member of the fund has died and the legal personal representative of the member is a trustee of the fund or a director of a body corporate that is the trustee of the fund, in the place of the member, during the period beginning when the member died and ending when death benefits commence to be payable in respect of the member of the fund.

Although these provisions might be seen as merely a practical consequence given the general requirements of the legislation, there are important implications that can flow. The selection of executors by a member of a SMSF can have impacts outside that member's estate, where the executors become trustees (or directors of the corporate trustee) of the SMSF of which the testator was a member. The trustees will often have a discretion regarding the payment of a death benefit, and often an executor will also be a person in whose favour that discretion might be exercised.

For example, a testator with two children might appoint only one of those children as his executor. Notwithstanding that the will may be quite specific about the division of the testator's estate, the executor may retain a discretion regarding the distribution of the testator's superannuation death benefit. The executor might, in that case, determine to pay the whole of the death benefit to himself or herself to the exclusion of the sibling.

Moreover, it is relevant to note that the appointment of the executor in the member's place as a trustee or trustee director is not automatic. This is highlighted in the recent decision of *Katz v Grossman* [2005] NSWSC 934.

This case involved a dispute between a sister and brother regarding their father's death benefit. The father had established a superannuation fund in 1965, which became a SMSF. In May 1983 the father appointed his wife as an additional trustee of the fund. She passed away in 1998.

On 18 May 1999 the father appointed his daughter as an additional trustee of the fund. In August 2003 the daughter became a member of the fund. In September 2003 the father passed away. Three months later in December 2003 the daughter appointed her husband as an additional trustee of the fund.

The brother launched legal action against his sister and her husband, claiming that their appointments were invalid. The brother claimed that his sister's appointment was not ratified by a majority of members as required by the trust deed and this meant the father had no capacity to appoint his daughter. This in turn meant that her husband's appointment was invalid because she did not have valid trustee powers.

The sister argued that the appointment was valid because there was no majority of members able and willing to act at the time of her appointment, except for her father. She claimed that her father was entitled to appoint her.

She raised an alternative argument that her father had the power of two votes, being his own and a second vote as executor of his wife's estate under s 44 of the *Wills Probate and Administration Act 1898 (NSW)*.

It was held that the sister's appointment was valid. The fact that there was no appointment 19 months after the death of the mother meant that no authorised person acted within the reasonable time. This situation, therefore, satisfied the requirements of the *Trustee Act 1925 (NSW)* and the father was entitled to appoint his daughter as an additional trustee.

> "...it is normally preferable that complete discretion is left with the trustee of the fund as to where and how the remaining benefits in the fund will be paid."

On the second issue of her husband's appointment, the court also ruled in favour of the sister, holding that the Trustee Act also applied to the appointment of her husband. This meant that her decision to appoint her husband was valid at law. The fact that both the brother and sister were executors, and therefore entitled to be appointed as trustees of the fund was not relevant as there was in fact no such appointment (nor any requirement to make such appointment). Ultimately, the sister's position as one of the existing trustees enabled her to take control of the fund, irrespective of her father's wishes.

Payment of death benefits

As announced in the 2006 Federal Budget, the superannuation legislative provisions relating to the payment of death benefits are currently under review and the following discussion is deliberately limited to the way in which the superannuation provisions apply and not the tax related issues.

As superannuation is held in trust the payment of proceeds upon death is generally not governed by the terms of the deceased's will. It is normally up to the trustee of the relevant fund to determine whether a person's superannuation benefits are paid to a dependant directly or to their estate. A superannuation fund trustee can only pay a superannuation death benefit to a dependant or to a deceased's legal and personal representative.

Under superannuation laws a dependant is:

(a) a person's spouse (including a de facto spouse at the time of death and a former spouse);

(b) a person's child (including a stepchild, ex-nuptial or adopted child);

(c) a person who is financially dependent on the deceased at the time of death.

There are two types of nominations that the trustee may provide, being:

(a) a non-binding nomination; and

(b) a binding nomination.

When a person makes a non-binding nomination they are informing the trustee of the fund the persons to whom they wish their superannuation benefits to be paid. The trustee is not legally bound to comply with a non-binding death benefit nomination, although the trustee is legally required to take it into account in deciding to whom the superannuation benefits are to be paid to upon death.

If the fund allows it, a member may make a binding nomination. A binding nomination is a written election made by the member that directs the trustee of the fund to pay the benefit to any dependants or to their executor. The trustee is legally bound to comply with the binding nomination so effectively the trustee's discretion has been removed.

Other than where absolute certainty is required as to where any benefits remaining in a fund will be paid on death, it is normally preferable that complete discretion is left with the trustee of the fund as to where and how the remaining benefits in the fund will be paid.

The main reason for recommending this approach is that the taxation and related laws in relation to the payments of the benefits from superannuation funds, as well as the circumstances of the potential beneficiaries of an estate, will continue to change. Rather then trying to predict what the best outcome will be today, it is normally better to leave this decision until it actually needs to be made.

There will however be situations where a binding death benefit nomination is appropriate. For example, there may be concerns that the estate of the member will be the subject of a FPA. In this situation it may be appropriate for the member to put in place a binding nomination in favour of, say, a dependant directly, rather than to have the benefit potentially flow to the estate and be the subject of the claim.

It is relevant to note that the regulations appear to provide that a nomination lapses three years after it was last signed, confirmed or amended. There is a view, however, that this requirement does not apply to SMSFs, and that non-lapsing binding death benefit nominations can be implemented. This approach argues that the general prohibition in s 59(1) of *Superannuation (Industry) Supervision Act* 1993 against someone other than the trustee exercising a discretion, expressly does not apply to SMSFs, and that consequently the carve-out in s 59(1A) and the provisions in regulation 6.17A regarding binding death benefit nominations do not apply to SMSFs.

ACKNOWLEDGEMENT

This paper is based on material prepared by a number of the partners and staff at McCullough Robertson Lawyers. In this regard the assistance of McCullough Robertson lawyers Charlotte Bailey, Heather Watson and Scott Whitla, is gratefully acknowledged. Special thanks also to Ash Chotai of Chotais Chartered Accountants for undertaking the peer review.

Matthew Burgess, Partner
McCullough Robertson Lawyers