

*Moneys to be banked to Trust Account.*

5. No money shall be paid into a trust account other than—
- (a) Money held or received on account of a client :
  - (b) Such money belonging to the solicitor as may be necessary for the purpose of opening or maintaining the account :
  - (c) Money for replacement of any sum which may by mistake or accident have been drawn from the account in contravention of clause 6 hereof :
  - (d) A cheque or draft received by the solicitor representing in part money belonging to the client and part money due to the solicitor, when such cheque or draft has not been split as provided by clause 4 hereof.

*Withdrawal of Trust Moneys.*

6. No money shall be drawn from a trust account other than—
- (a) Money properly required for payment to or on behalf of a client, or for or towards payment of a debt due to the solicitor from a client, or money drawn on the client's authority, or money in respect of which there is a liability of the client :  
Provided that the money so drawn shall not in any case exceed the total of the money so held for the time being for such client :
  - (b) Such money belonging to the solicitor as may have been paid into the account under paragraph (b) or paragraph (d) of clause 5 hereof :
  - (c) Money which may by mistake or accident have been paid into such account in contravention of clause 5 hereof.

*Exemption.*

7. Clauses 4, 5, and 6 shall not apply to money which—
- (a) The client for his own convenience by writing requests a solicitor to withhold from a trust account :
  - (b) A solicitor pays into a separate account opened or to be opened in the name of a client or some person named by that client or the duly authorized agent of that client and on which the solicitor is not empowered to operate :
  - (c) In the ordinary course of business upon receipt is paid on behalf of the client to a third party :
  - (d) Is upon receipt paid to the client :
  - (e) Is paid to a solicitor expressly on account of costs :  
Provided that all moneys received and dealt with by a solicitor under any of the paragraphs (a), (b), (c), and (d) of this clause shall be entered in the solicitor's books of account in such manner as to become subject to audit under Part II hereof.

*Solicitor's Lien not affected.*

8. Nothing in the provisions hereof shall be construed to take away or affect any just claim, charge, or lien which any solicitor may have against any moneys so received by him.

*Trust Moneys unattachable.*

9. Trust moneys shall not be available for payment of the debts of any other creditor of a solicitor, nor shall such moneys be liable to be attached or taken in execution under the order or process of any Court at the instance of any such creditor.