



Committee on Professional Ethics

Opinion #339 - 4/25/74 (15-74)

Topic: Limitation of liability to client by attorney.

Digest: Improper for an attorney to demand, in addition to a fee, a general release from client as a condition of return of client's documents and papers.

Code: EC 6-6; DR 6-102(A)

QUESTION

May an attorney demand in addition to a fee, a general release from a client as a condition of return of client's documents and papers?

OPINION

EC 6-6 provides in part:

"A lawyer should not seek, by contract or other means, to limit his individual liability to his client for his malpractice. A lawyer who handles the affairs of his client properly has no need to attempt to limit his liability for his professional activities and one who does not handle the affairs of his client properly should not be permitted to do so."

DR 6-102(A) provides:

"A lawyer shall not attempt to exonerate himself from or limit his liability to his client for his personal malpractice."

The demand for a general release in addition to a fee contravenes EC 6-6, violates DR 6-102 and is improper.
