

### Practice Session 03

#### Question 1

1. Please evaluate the following terms of engagement in a written letter of engagement:
  - (i) *"Client agrees to pay Counsel S\$4 million to act for Client in the suit brought by ABC Co against Client. Such agreed fee is payable, even if the suit is terminated (e.g. if Client enters into a settlement with ABC Co) at an early stage of the proceedings. (Note: The claim by ABC Co against the Client is for S\$6 million in damages, arising from the Client's alleged failure to pay for goods supplied pursuant to a contract.)"*
  - (ii) *"Counsel shall be entitled to terminate his appointment with immediate effect for any reason and at any stage of the proceedings."*
  - (iii) *"Counsel shall not be liable to Client, and the Client shall not have any claim against Counsel, in respect of any negligence, fraud, breach of this agreement, breach of professional obligations as an advocate & solicitor in excess of S\$50,000."*
  - (iv) *"If you share our firm's website 5 times and write a favourable review of our firm within 3 months from our appointment on your social media page, we will give a discount of 5% on all invoices we issue to you."*

**Please give detailed reasons for your answers, with reference to relevant rules, practice directions, principles and/or case law relating to professional practice, etiquette, conduct, discipline and keeping of accounts.**



**Question 2**

1. Donnie is a Singapore-qualified legal practitioner of 6 years' standing and is the sole proprietor of Mega Law. Prior to starting Mega Law, he worked in a firm with two other lawyers. His main area of practice is in general and commercial litigation. He made four mitigation pleas on behalf of accused persons on a *pro bono* basis in his first 2 years of practice, and he has never conducted a criminal trial or appeal.
2. Melany is a paralegal in Mega Law. She has a steady stream of non-contentious work (including conveyancing matters) from her contacts. Melany deals with the clients entirely on her own. She prepares all necessary documents for the clients. She signs off all emails and/or letters to clients and/or third parties as "Mega Law". She did not inform the clients and/or third parties that she was a paralegal. Donnie has no involvement in any non-contentious matters, except being copied on all emails from Melany to the clients or when Melany requires Donnie to sign or lend his name to any documents. Since Melany does all the non-contentious work anyway, Donnie and Melany agree to split 50%-50% of the fees earned on all noncontentious matters. Donnie and Melany also agree to pay 5% out of Melany's share to Melany's contact who referred the non-contentious matter to Mega Law.
3. Donnie and Melany soon become best friends. They incorporate Mega Coffee Parlour Pte Ltd ("MCP"), which operates a small cafe. Donnie and Melany are equal shareholders and directors of MCP. Melany is wholly in charge of MCP's business but does not receive salary or director's fees from MCP. Although a director of MCP, Donnie is not involved in its operations and is single-mindedly focused on his litigation practice under Mega Law.

**Discuss and evaluate Donnie's professional and ethical conduct in relation to paragraphs above.**

**Please give detailed reasons for your answers, with reference to relevant rules, practice directions, principles and/or case law relating to professional practice, etiquette, conduct, discipline and keeping of accounts.**

### **Question 3**

Joyce is a partner in the litigation department of a Singapore law practice, Brenner Law LLP (“BL”).

BL’s managing partner instructs Joyce to liaise with an advertising company, Demo Pte Ltd (“DPL”), to produce a series of advertisements for BL which will be posted on various online social networks and on the websites of various local media outlets. DPL proposes a number of advertising statements for Joyce’s consideration:

Statement 1: “*Banks hate her! Click here to find out how this expert litigator has recovered millions for plaintiffs using one secret technique.*” The link leads to the managing partner’s profile on BL’s website with a list of some litigation matters which BL has handled. No confidential information belonging to any client is disclosed, nor is there any mention of any “secret technique” on BL’s website. The managing partner is an experienced disputes lawyer of 25 years’ standing.

Statement 2: “*In my darkest hour, I turned to Brenner Law LLP when other lawyers had failed – Thinking about leaving your cheating spouse? Has your world been turned upside down? These lawyers will change your life!*” The statement is situated below a photograph (duly licensed for unrestricted usage by DPL) of a local C-list celebrity who has undergone two highly-publicized divorces in the past 5 years, but who was not represented by BL in any capacity.

Statement 3: “*Learned friends don’t lie. Why settle just because other people tell you you’re supposed to? 99% success rate and cost-effective solutions.\*\**” The above statement is accompanied by a footnote in a much smaller font size: “\*\* *BL makes no representation or warranty whatsoever concerning your prospects of success, as every case will depend on its particular facts. Please contact one of our lawyers if you would like to know more*”.

**Discuss and evaluate which or which portions, if any, of DPL’s proposed advertising statements can BL use, and why or why not.**

**Please give detailed reasons for your answers, with reference to relevant rules, practice directions, principles and/or case law relating to professional practice, etiquette, conduct, discipline and/or keeping of accounts.**