
A Report on the Results of a Survey About Everyday Ethical Concerns in the Trust and Estate Practice

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INTRODUCTION

Just about everyone agrees that the Model Rules of Professional Conduct ("Model Rules") do not adequately address the professional responsibility concerns of trust and estate lawyers.

On October 18, 1993, the Board of Regents of The American College of Trust and Estate Counsel approved the *ACTEC Commentaries on the Model Rules of Professional Conduct* after several years of study by the Professional Standards Committee of the College in an attempt to provide guidance to practitioners in areas not covered by the Model Rules. As emphasized by the *Commentaries*, lawyers and clients have "relative freedom...to write their own charter." In other words, practitioners and their clients who do not like or agree with the Model Rules may, by agreement, modify their effect in a specific situation.

The seminar which the authors presented at the 1994 Annual Meeting of the College focused on the written communications between lawyer-client which establish and define the lawyer/client relationship in the trust and estate practice. To develop the written materials and generate topics of interest for the seminar the authors conducted a survey among a selected number of ACTEC Fellows and asked them to answer a questionnaire and send us forms which they routinely use, including engagement and disengagement letters, and other written client communications.

This article consists of an abridged Report to the College on the results of the survey.

In Part A the survey is broken down on a question-by-question basis with a tabulation of those who responded "yes" or "no" to each question and a sampling of representative comments to each particular question.

Part B contains a representative sampling of general comments by the Fellows who responded to the survey and the ethical concerns it raised.

In Part C is a tabulation of the responses on a state-by-state basis and a list of the Fellows whose responses we had received by the time the report was completed.

Part D consists of a Bibliography of articles and

treatises on ethics and malpractice in the trust and estate practice.

The only portion of the survey results not included in this article is the excellent sample forms supplied by the Fellows which were distributed at the seminar after editing out extraneous material and revising them to a limited extent in the interests of brevity, uniformity of style, etc.

The authors are extremely grateful to the Fellows who responded to the survey with a wealth of excellent forms and thoughtful comments. Appreciation is also extended to the Attorneys' Liability Assurance Society (ALAS) for its model forms which were incorporated in some of the forms supplied by the Fellows.

PART A: SURVEY QUESTIONS, RESPONSES AND COMMENTS

1. Do you routinely set forth in writing the terms of your engagement by a new client?

If yes, (1) state whether such writing is required by statute or court rule, (2) specify the applicable statute or rule and (3) attach a copy of the engagement letter that you use most frequently.

Number of responses:

Yes: 64

No: 39

Comments:

...[We use] individual letters describing specific services to be performed, the basis of our charges, whether a flat fee or hourly rate, how the project will be staffed and supervised, the schedule of completion and sometimes an estimate of the fee.

...required by state version of Rules of Professional Conduct.

...required by state law to be able to enforce the fee agreement.

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...Each engagement letter differs because it generally outlines estate planning ideas and scope—and at end I give fee information or estimate. All tailored for specific situation.

...not required by statute or court rule. We always obtain an engagement letter in the administration of an estate or trust. However, we do not obtain engagement letters in estate planning assignments.

...required for all “new” clients after October 12, 1992 by Rule of Court.

...in some cases, yes. But I believe it should be done in all cases and I’m changing my approach accordingly.

...not required. I write a letter mainly to set forth the fee arrangement and to discuss possible conflicts.

...No, I do it orally.

...Our office does not allow the opening of a file for any matter without an engagement letter to the client.

...Our malpractice policy application contains a question asking if we do this.

...This is a new practice which we are adopting after some painful experience.

...Our letters are individualized as much as possible and vary from client to client and by attorney.

...as part of Client Fee Agreement.

...From time to time we modify the letter either (1) to place a cap on fees in estate planning matters or (2) to set forth an alternate method of billing, such as a transactional fee.

...Frequently—yes; routinely—no.

...In estate planning engagements we do not routinely use such letters. We do use them in estate and trust administration cases.

...We have trusted our clients and haven’t had that much difficulty. We may have to change.

...Our firm has adopted a standard new client let-

ter which is required by bar rules. It is new and being revised. In its current form it is not suitable for estate planning clients.

...Not required by statute or rule. Letter varies by individual, explains process, time frame, additional information needed and brief outline of plan.

...Engagement letter is normally used in trust and estate administration matters. Not routinely used in routine estate planning matters—depends on complexity of the matter.

...Our rule does not yet require a writing. We have a fairly routine letter to our personal representatives regarding ground rules for estate administration. We are still working on the format of our estate planning engagement letter.

2. If you set forth the terms of your engagement by a new client in writing do you routinely ask the client to confirm the engagement by signing the letter?

Number of responses:

Yes: 74

No: 30

Comments:

...If I send one, I do. I don’t routinely send one.

...depends on: (1) amount of estimated fee; (2) nature of work; and (3) client—new or existing.

...I will on some complex matters and with clients I do not know well.

...Whenever I send out such a letter, I ask the client to sign it.

3. Upon being retained by a new client do you routinely ask him or her to confirm that he or she knows of no existing or potential conflict of interest that exists or could arise as a result of your firm's representation of other clients?

If yes, state when and how you obtain such confirmation from the client.

Number of responses:

Yes: 22

No: 81

Comments:

...Client is asked to waive potential conflicts of interests but is not asked if client knows of any conflicts that exist.

...orally at first conference. We also feed names of all related parties and organizations into our computerized conflict data bank.

...no. But we will consider doing it. Maybe we will decide to put in the engagement letter.

...brought out in general conversation with client.

...No, I have a one-man practice; I feel I can track conflicts.

...orally from client, usually confirmed by me in writing.

...not usually. We have our elaborate conflicts system that tells me before I ask the client anything.

...I raise the topic in our first meeting. The question implies a more formal requirement than we follow.

...We conduct an independent conflicts check.

...orally at first conference.

...as part of engagement letter.

...orally—either secretary or I ask when making appointment.

...not confirmed in writing, but conflicts are discussed initially and an internal conflicts search is run.

...We do ask in estate litigation cases: generally does not come up in estate planning unless we already represent the family.

...I confirm through firm resources, but I rarely ask the client in advance.

4. Do you routinely inform a client that the scope of your representation is limited in any way?

If yes, describe briefly (1) what limitations you discuss with the client and (2) when and how that communication takes place.

Number of responses:

Yes: 45

No: 56

Comments:

...We only do probate, estate planning, tax and related work and usually mention this when it seems appropriate and certainly in the written engagement letter.

...Our engagement letter describes the scope of the work.

...discussed at initial conference and then confirmed in letter to client.

...The letter will define the representation.

...If it is an estate planning engagement, I describe what I will be doing in terms of analysis and documents, if possible. If it is an estate settlement, I describe what roles the executor, CPA, etc. will have.

...in engagement letter the scope of the representation is set forth.

...The engagement letter states the scope of the work and includes any limitations.

...I describe only the work I will do; that occurs at the first conference.

...yes. For example, preparation of irrevocable trust does not include preparation of 709, if applicable, or review of insurance company viability.

...description of services is included in the

engagement letter and “additional services as may be directed by client.”

...I usually try to define exactly what I am asked to do at the first meeting. I do not always follow up with a written confirmation but probably should.

...Yes, in administration letter, one limitation is that we are not responsible for filing fiduciary income tax returns.

5. Do you routinely inform clients that you have malpractice insurance coverage?

If yes, state when and how you provide that information to your clients:

Number of responses:

Yes: 18 No: 80

Comments:

...in writing as required by state law (California).

...in engagement letter.

...If asked, we will tell, but I do not recall ever being asked.

...This disclosure is not required by statute, but we make it in the engagement letter.

...I have it, but I don't tell them.

...subject doesn't come up.

...Since January 1, 1993 it is no longer required by statute and I no longer will include it.

...No client has ever inquired about my malpractice insurance coverage.

6. If a client has been referred to you by someone with whom you enjoy a special relationship do you routinely disclose that relationship to the client?

If yes, state when and how the disclosure takes place.

Number of responses:

Yes: 63 No: 30

Comments:

...If referred by an accountant, broker, insurance agent or another attorney, we ask the client if he wants the referral source to participate in the planning process.

...at first conference and in initial letter if relationship impacts services rendered to client.

...only orally. A natural part of the initial conversation would be a description of how each of us knows the referring source.

...often this is mentioned by the client.

...especially if the referral source is a bank or CPA, because I only recommend a bank or CPA as fiduciary. I want to make it clear that this is in client's interest—and why problems arise often with life insurance agents when we cannot, in good conscience, go along with their proposals.

...no, because the client generally knows of the referral.

...No, since this hasn't happened, I cannot say that I routinely disclose. If I did receive such a referral I would make the disclosure.

...routinely but not always; the relationship, if not already apparent, will be referenced in conversation with the client.

...In the occasional instances where this occurs, I discuss it with the client and make it clear that in the particular matter I represent only the client and not the referring party.

...I don't know what this means. I don't have any “special relationship” that I am aware of with people who may refer clients to me.

...What do you mean by special relationship? We do not pay referral fees. Clients generally know of the referral because it is made to them.

...Unless the relationship is of a confidential nature it is disclosed at the initial conference.

...We discuss it at the initial meeting. Mostly it's a case of "friendship" (i.e., no money) between the referring person and me.

...orally, at the first meeting, during the "bonding" part of the conversation.

...oral unless there's a potential problem and then it is part of the engagement letter.

...Yes, if referred by a relative, friend, co-worker, etc. But I'm more careful if referred by a client. I feel that the legal representation of a client can be a confidential fact.

...We do generally write a thank you letter to the referring party with a copy to the client. If the "special relationship" is or may be a financial relationship, I would disclose if the referring party stands to benefit.

...If from a source that often refers business, I usually mention in the initial interview that the source and I frequently work together.

7. If someone other than the client has agreed to pay your fee for representing the client, do you routinely tell the client that someone else will pay your fee and who that person is?

If yes, state when and how you inform the client about how your fee will be paid.

Number of responses:

Yes: 58 No: 11

Comments:

...only the client pays.

...orally and in an engagement letter (doesn't happen often).

...Such a relationship is not acceptable.

...orally and with notes in the file. This seldom happens. It can create a conflict.

...orally, during the first conference.

...Payment accepted only from the client.

...In my experience the client tells me about it.

...Disclosure of how and who will pay fee is disclosed at the initial conference.

...We discuss it at the initial meeting. This is rare (parent for child; child for parent; employer for employee).

...We seldom, if ever, accept payment for fee from anyone other than the client.

...I don't do this—the client pays the fee.

...In each case this has occurred I believe the arrangement was obvious.

...orally, at the initial conference. The only situation like this is a parent or other relative paying for representation of a child, niece, etc.

...Usually the client knows this. It is always discussed in the engagement letter.

...The client generally knows, because the "payer" is involved in the representation. I have had no situation where "payer" wishes to be anonymous. If so, I would have to decline representation.

...This happens very infrequently, but I would inform the client.

...I don't let others pay client's fee.

...At the first meeting I discuss this and get their approval and then generally confirm the relationship in writing.

...Yes, and I work out the conflict problem.

...It is extremely rare when this happens; the client always has been fully aware of the circumstances.

...Yes, but I always bill the client. If the client goes to another source for payment, that's between the two of them.

8. Do you routinely inform your clients what action you may be required to take if a conflict arises in the future between their interests and those of another client?

If yes, describe briefly (1) what you communicate to your clients about such potential conflicts and how such a conflict will be handled if it should arise and (2) when and how that communication takes place.

Number of responses:

Yes: 33 No: 71

Comments:

...It is discussed in the new client letter. We reserve the right to terminate our representation.

...Conflicts are not usually contemplated in trusts and estate matters.

...I inform the clients that I will represent neither one of them.

...Potential conflicts, particularly in closely-held corporation or family group, are identified and agreement will be obtained as to the termination of representation if a conflict develops.

...only if the potential is apparent. If the possibility of a conflict is realistic, I draft a letter outlining the potential conflict and what I will do as soon as possible.

...If and when we suspect a conflict may arise we inform the client, generally in writing.

...not routinely addressed. Would be addressed in the engagement letter if a conflict is anticipated.

...Might discuss the future only if possible conflict is on the horizon.

...not unless I know of such a potential conflict.

...I would tell the client orally that there are no secrets if multiple representation is requested. Will withdraw if the conflict is serious.

...If the conflict arises, both clients are contacted and informed of the conflict. Where we go from there

depends on all the circumstances.

...I spell out the details in writing at the beginning of the relationship if I have any concerns about a conflict.

...description of the conflict in as vivid language as possible.

9. When representing a married couple do you routinely discuss with the clients the potential conflict that could arise from the representation?

If yes, describe briefly (1) how you routinely handle the representation of a married couple, (2) what you communicate about the representation to them and (3) when and how the communication takes place:

Number of responses:

Yes: 59 No: 45

Comments:

...advise of the lack of confidentiality between each other—cannot keep secrets and cannot negotiate between them, as with community property agreement. Before first meeting by letter.

...We identify spousal conflicts early on and upon identification obtain consent to joint representation or have one spouse obtain separate counsel.

...At first meeting I inform the couple that I cannot represent them as a couple unless they know and approve that I shall not retain the confidential disclosures of either of them from the other.

...first interview: If conflicts are discovered or later occur will represent neither.

...In estate planning matters I generally meet and work with both spouses on a joint basis. I discuss the possibility of separate representation if either is concerned with the plan. This is a greater issue in second marriage situations, but usually the parties continue with joint representation.

...There are cases where such discussion does take place, but it is not routine. Normally the closest to a conflict situation occurs in the outright v. QTIP

form of marital gift, and that is explained.

...only in second or more marriages. I submit a "Dual Representation" letter after joint meeting, requesting each spouse sign.

...but only in second or more marriages. Orally at meeting—if my "smell tester" indicates a real problem I will "put it in writing."

...I take the position I represent the marital unit, unless I know of a conflict in which case I will not represent both spouses.

...joint representation, communicate in engagement letter as well as at initial conference.

...I inform that they will have no secrets if they tell me.

...only when second marriage and children by prior marriages; normally refuse to represent both.

...Unless I have reason to believe otherwise, I work on the assumption that a married couple is a happily married couple and is primarily interested in a sensible plan that benefits the surviving spouse and issue and saves taxes to the appropriate extent.

...Normally, a brief statement as to potential conflict is mentioned when preparing wills for husband and wife unless domestic problems seem to be present. Upon determination of domestic problems, disclosure of conflict is communicated and appropriate action taken to terminate representation involved in conflict.

...The representation is joint. I always discuss it orally and I'm using dual representation letters with increasing frequency.

...After waiver of conflict of interest signed in writing, joint representation—if real conflict, or other than minimal separate property, then separate counsel for property characterization issues must be obtained.

...When I undertake the representation of husband and wife, a notice of conflict is sent with the introductory letter. The clients are required to return the signed form.

...Engagement letter may mention it—depending on circumstances—multiple marriages, etc.

...In joint representation letter, agree that no priv-

ilege, we'd use all information to advise the other, but no duty to disclose, we probably would withdraw in case of dispute.

...I routinely represent spouses jointly, not separately. Prior to the first conference I send the engagement letter which discusses the conflicts and terms of the representation.

...oral communication at initial meeting and I tell them unless they instruct me otherwise I will represent them jointly and thus will have to share info received from one of them with the other if it is material.

...Our discussion is limited to advising couple that we are available to represent the "family unit" (as opposed to husband or wife) as long as its leaders (the couple) are in full agreement about goals and techniques.

...Mainly I discuss conflicts arising under community property law. If only one spouse arrives for conference I then write letter to both. If both are present for conference then I discuss at that time.

10. If you represent more than one member of a family (e.g., parent/child, brother/sister, grandparent/grandchild, etc.) do you routinely discuss with the clients the potential conflict that could arise from the multiple representation?

If yes, describe briefly (1) what you communicate to the clients about the multiple representation and (2) when and how the communication takes place.

Number of responses:

Yes: 53

No: 48

Comments:

...Potential conflicts can become actual—could force us to withdraw from all parties—inform orally and in writing.

...difficulty in maintaining confidences.

...I communicate by letter that a potential conflict exists and the effect it could have on the representation.

...I would discuss potential conflicts based on the facts. Oral with memo to file unless conflicts are so clear a written conflict waiver is needed.

...Prior to the first conference I send the engagement letter which discusses the conflicts and terms of the engagement.

...first interview—if conflicts are discovered or later occur, will represent neither.

...discuss possibility and decide whom we will represent if conflict arises or, more likely, decide that we would withdraw.

...Potential conflicts are identified and agreement will be obtained as to termination of representation as to certain family members if conflict develops, obtaining consent to continue representation of particular family members in such event.

...I will put it in writing if my “smell tester” tells me it’s a real possibility.

...(1) The senior generation member, who is typically the initial client, is advised that a separate duty of loyalty and confidentiality will exist with regard to the junior family member. (2) In person or by telephone prior to initial conference with junior family member.

...At first meeting I explain the possible conflict and what action I must take if the conflict develops.

...not routinely. only when circumstances suggest, e.g., when parents treat children on other than an equal basis.

...method varies—oral or by letter.

...seldom done.

...not unless I envision some likelihood of a conflict.

...communicate in writing when issues of potential conflict arise.

...I will occasionally discuss issue if I see a true conflict. I should probably be more sensitive to the issue, but its hard to bring in former client.

...I mention it to the clients in general terms. In situations where I see an actual, not simply a potential, conflict, I decline to represent conflicting interests.

...At first meeting I explain how confidences will

be handled.

...At the first meeting I discuss their rights to separate counsel and that anything either of them tells me will be relayed to the other.

...My concern here relates to shareholder agreements and individual shareholder representation—discuss potential for conflict in letter.

...at first meeting—unless approved otherwise I take “priestly approach” here.

...informal—doesn’t arise so routinely that I have a routine on this one.

...often prior to first conference with “conflicting” new client; written consent often required.

...only if I see a potential for conflict.

11. If you represent a closely-held business do you routinely inform those who have an interest in the business (as partners, directors or shareholders) which interests you represent and which you do not represent?

If yes, describe briefly (1) what you communicate to the persons involved about the multiple representation and (2) when and how the communication takes place.

Number of responses:

Yes: 42

No: 45

Comments:

...I communicate by letter that I represent the corporation and none of the interests of the individual shareholders.

...I determine that each knows whom I represent personally. This communication takes place orally at first meeting with those I do not represent personally.

...At the beginning of the engagement a letter is given to the interested parties explaining the conflicts.

...We communicate in writing about which interests we represent, at the outset of the representation, and periodically as potential conflict situations are discussed.

...It depends on whether we represent the controlling shareholder as a corporation with several shareholders. I usually represent the majority shareholder and minority interests are informed of that when we undertake work for the business entity.

...orally as often as situation requires—put it in writing when real conflict presents itself.

...We indicate that multiple conflicts could arise, generally at the outset of representation. The communication is often oral.

...The engagement letter specifies the entities and/or the parties who are represented, and if in more than one capacity (i.e., fiduciary and personal) we say so. We do not routinely but probably should indicate those interests and/or capacities which are not represented.

...If a document I prepare is to be signed by a party I do not represent, I include a clause in the document acknowledging that the party has been advised to seek separate counsel.

...This is generally covered by letter from corporate department lawyers.

...(1) that I can represent all of them for so long as they all agree to my multiple representation; but that I could not represent any of them if they have a disagreement and any one of them objects to my continued involvement.

(2) periodically whenever I sense the possibility of a conflict. Most often orally but confirmed in writing if circumstances appropriate.

...not “routinely,” only when and if it is apparent that conflict may arise.

...At initial meeting of investors and/or at the time a conflict arises it will be communicated both orally and in writing to the interested persons that our firm cannot represent certain parties and they will need to seek counsel individually.

...I discuss potential conflicts during the conference and sometimes by letters, except I more frequently confirm by letter, especially in connection with incorporation of new business.

...They almost always know without my telling them.

...I’d answer “yes” if there are shareholders (more than one). In those cases I disclose that if they get into a dispute between themselves as shareholders, I will represent none of them.

...spell out details in writing at beginning of relationship if I have any concerns about conflict.

...I now try to inform them at first meeting and confirm in writing.

...Yes, but probably imperfectly. This varies—and probably isn’t done as thoroughly (or in as timely fashion) as could/should be done.

12. If you represent an estate or trust do you routinely inform those who have an interest in the estate or trust (as fiduciaries or beneficiaries) which interests you represent and which you do not represent?

If yes, describe briefly (1) what you communicate to the persons involved about the representation and (2) when and how that communication takes place.

Number of responses:

Yes: 52 No: 48

Comments:

...We represent the fiduciary—discuss conflicts at initial meeting.

...No. But I do if I see a problem.

...in first written communication—advising them of our representation of fiduciary. I don’t routinely state it negatively however. As in “I don’t represent you individually” but I invite them to seek own legal counsel.

...I am attorney for the fiduciary who may have a conflict of interest with the beneficiaries. Beneficiaries may want their own attorney. Initial contact with beneficiaries by letter.

...When representing an estate or trust (the fiduciary), I advise the fiduciary and beneficiaries in writing that I represent only the fiduciary and not the beneficiaries individually.

...not “routinely”—but if conflicts exist we inform all parties whom we are representing and whom we are not representing.

...not “routinely”—it depends on whether I sense a conflict. The form of the communication depends on the situation.

...(1) Either my primary loyalty is to fiduciary or my primary loyalty is to beneficiaries; (2) at first major meeting.

...advise beneficiaries in writing that I represent personal representative and not beneficiaries.

...that I represent the personal representative or trustee and not the beneficiaries. Usually orally if there is an opportunity to meet. Seldom confirmed in writing unless they have independent counsel. Do it at the outset or upon noting a concern.

...in any correspondence or conversations with the nonrepresented parties. I point out whom I represent—I never represent “an estate” or “a trust.”

...This is done by letter early in the administration.

...No, but I’m beginning to think I should do so.

...The fiduciary is working for the best interests of the beneficiaries and if I represent the estate or trust I am representing the fiduciary and am also working for the best interests of the beneficiaries.

...generally a one liner in an initial letter: “We represent [usually the fiduciary or a beneficiary]”.

...I’m starting to write interested parties about this but it is not yet a routine.

...I do if there is any potential for conflict. By letters that I represent the estate and none of the beneficiaries in their individual capacities.

...usually these relationships are known. I allude to them orally at first meeting with those I do not represent personally.

...At the commencement of the engagement letters are sent to the fiduciary and the beneficiaries. Note the provisions authorizing the attorney to disclose acts or omissions of the fiduciary.

...If the beneficiaries and fiduciaries are separate, we advise beneficiaries that we represent fiduciaries. If we represent fiduciary/beneficiary, we advise non-fiduciary beneficiaries.

...I advise beneficiaries that in representing the estate or trust I represent the fiduciary and not the beneficiaries—that they must secure their own counsel. I advise them at the beginning of the representation sometimes orally, sometimes in writing.

...Obviously, the beneficiaries are told I represent the fiduciary—usually by letter summarizing the pending administration.

...no, except in potentially litigious situations.

...only as occasion requires.

...It’s made clear that representation is of fiduciary and care will be taken to run the estate in a manner consistent with fiduciary responsibilities and balancing interests of all beneficiaries, any of them might want to retain separate counsel to represent them personally.

...I advise the executor that I represent the executor and not the beneficiaries, although the goal is to administer the estate in the best interests of the beneficiaries.

...I do not feel comfortable telling the family that I do not represent them.

...much more careful to bring this up early in interview. Advise orally and in writing later.

...If I represent a trustee, I do not communicate normally with beneficiaries nor require a conflicts release.

...not routinely, but I do often in larger estates, especially where closely held businesses are involved; or where it is clear that not everyone is of the same mind.

...I make it very clear whom I represent and in what capacity and whom I do not represent—all in writing.

...No, but this is an area of concern for me (duty to beneficiaries). I am considering addressing this issue in my probate engagement letter with copies to beneficiaries.

...I communicate by letter to the fiduciary and beneficiaries at the time of engagement as to the obligation owed to the beneficiaries in representing the fiduciary and specifically that I do not represent the beneficiaries individually.

...Indicate we represent fiduciary of estate and explain if at any time beneficiary feels conflict, etc., they should obtain separate representation. This takes place at all relevant times in discussion. Not always followed up in writing though we try to.

...If a conflict (in my view) is developing, I make it clear whom I represent.

13. Do you routinely discuss with your estate planning clients who will be responsible for gathering accurate information about their assets?

If yes, state when and how that communication takes place.

Number of responses:

Yes: 83

No: 21

Comments:

...In the telephone conversation in which the client makes the first appointment to discuss estate planning, and if necessary, again at the first meeting.

...the client prior to the initial conference.

...I get some of the information and send copies of my communications to client.

...at the time of initial conference.

...We generally require clients to furnish us information. We like them to complete a financial and family information form before meeting.

...I always use an estate planning questionnaire—it states that they are responsible for the accuracy of title information. I try to have them contact brokers, etc.

...by questionnaire prior to initial meeting and by oral discussion at that meeting.

...The client is requested to supply the information.

...Generally I explain the necessity for accuracy on the information and I keep after the client until I get it. I review last year's income tax return and ask that discrepancies be explained.

...50/50 at interview, but in more complicated situations, a complete checklist.

...Before initial estate planning conference, we send comprehensive family information and asset checklist to clients.

...We ask the clients to gather data and fill out our questionnaire.

...in writing at beginning.

...Routinely require clients to bring in financial data at outset or any update. Letters often state values or include asset lists asking client to advise of material errors or omissions.

...In my client interviews I ask for information about assets. If more information is needed I ask the client to obtain it.

...I advise them at first meeting that they have the responsibility.

...as needed—oral—with clients. If I suspect client will procrastinate, I'll confirm in a letter.

...It is the clients' responsibility to fill out a questionnaire. If more investigation is needed, we discuss at the first meeting the responsibility for this follow-up.

...at some point during the interviewing process but not necessarily during first interview; usually the allocation of responsibility is set forth in draft documents.

...clients to provide details on assets and how title is held.

...This information ordinarily is obtained from a questionnaire supplied to the clients prior to initial conference and completed by them before coming in.

...questionnaire precedes first meeting in most cases and then at initial meeting we go over remaining

items and allocate responsibility to accumulate.

...orally and in engagement letter.

...Usually at or prior to the first meeting I give them a questionnaire, unless another advisor has provided me with the data in advance.

...only orally—In the initial contact, I ask the client, the client's accountant or financial planner to gather the asset information.

...I have them complete an asset information sheet and general information summary before coming to the office for the initial interview.

...part of initial interview. Would put in engagement letter where that is used.

...Before initial conference, clients are sent a worksheet to list assets and are asked to bring in copies of deeds, insurance policies., etc.

...orally at outset. Generally an asset list is submitted early by letter with a request to verify accuracy and cite omissions.

...I submit a questionnaire to the client and then have the client supplement it with copies of documents.

...I routinely discuss with my estate planning clients that they are responsible for gathering accurate information about their assets. I usually say this in the initial call, and then I follow it up by sending them an estate planning questionnaire which I ask them to complete and return before our first meeting.

...I often send out a questionnaire. I do not hold myself out as the person responsible for gathering this information.

14. Do you routinely tell an estate planning client how soon he or she can expect the project to be completed?

If yes, state when and how that communication takes place.

Number of responses:

Yes: 93

No: 11

Comments:

...When asked, or when the client indicates that time constraints exist, I'll address this issue; but I don't "routinely" make unilateral commitments.

...at first meeting, provided that client furnishes all or most of the relevant information at this time.

...at end of conference when work is authorized. Usually an oral commitment.

...At the first meeting when it is decided what is to be done. We advise them when first documents will be submitted for review. Time of completion partially depends on them.

...not necessary-I've learned to do it fast.

...On routine engagements-sometimes tell them "documents in weeks." On more complex matters send "progress reports".

...I give only an estimate at beginning and monthly status reports.

...Orally at conclusion of our meeting where plan is decided upon.

...At the end of initial (or updating) conference, I typically set a tentative date and meeting for completion. Confirmed in correspondence.

...At the interview when we decide what instruments are to be prepared I usually advise the client when we expect to send out drafts for review.

...I do not routinely tell an estate planning client how soon he or she can expect the project to be completed, but I am trying to discipline myself to do this more often.

15. Do you routinely discuss with your estate planning clients who will be responsible for transferring property or changing beneficiary designations in order to implement the plan?

If yes, state when and how that communication takes place.

Number of responses:

Yes: 101 No: 3

Comments:

...at time of signing trust—orally, and with written instructions.

...usually orally, follow up by letter, during the course of the project, especially at or near the execution of the plan documents.

...in letter transmitting to clients first drafts of the estate planning documents.

...in writing, after the estate planning conference or signing conference.

...starting at the first meeting and continuing until project completed. If client is to do transfers we ask for copies of forms for our file.

...always. In "care and feeding letter" at end of engagement. Sometimes also in additional letter.

...usually orally at meeting where decision to make transfer or charge is decided. Maybe confirmed by letter.

...in interview—and make it clear fee estimate does not include this (which can cost almost as much as the work).

...We have a checklist for each asset, identifying who (client or other) is responsible.

...orally, at first meeting with clients, confirmed in writing after clients sign all documents.

...yes, orally and in wrap-up letter.

...allocation of responsibility done by preparation of "to do" memorandum.

...At first discussion I advise client the responsibility is his or hers but I will help if requested.

...after documents signed. Letters re: insurance, employee benefits etc. are standard in all cases.

...This communication usually takes place at time of execution of will or trust document. Follow-up communication takes place several weeks later.

...discussed in conference and usually confirmed in letter or memo. In funding revocable trusts, a four-page memo is provided as written summary of items discussed.

...I accept that as my responsibility unless expressly stated to the contrary.

...always us (with follow up by paralegal).

...I routinely discuss with my estate planning clients that they will be responsible for transferring property or changing beneficiary designations in order to implement the plan, unless they want me to do it for them. I try to make sure they understand the increased expense associated with my taking this responsibility. It has surprised me that most of my clients have wanted me to assume this responsibility, notwithstanding the additional cost. This communication usually takes place the first time orally, when we discuss all that is involved with respect to their particular plan; it then is confirmed in writing, usually in the writing which sends them drafts of documents and advises them of the necessity of changing titles and/or beneficiary designations to coordinate with the new documents.

16. Do you routinely retain the client's executed estate planning documents?

If yes, describe briefly (1) what you tell the client about the retention and (2) when and how that communication takes place:

Number of responses:

Yes: 61 No: 43

Comments:

...by letter informing them of retention and availability of documents to them upon request.

...Documents are available at any time, and I so

advise by letter when I assume possession.

...Upon execution of documents, I ask client whether he/she will be keeping the documents in own safe deposit box or instead prefers that we hold documents in our safe. If the latter, I give client photocopies of executed documents, with legend on first page to the effect that we hold the original, and advise client that he may reclaim the original documents at any time.

...except for the *extremely* adverse instances when "well meaning" relatives might "revoke" the will, I *never* take custody of documents.

...(1) original given to client, duplicate original retained in our safe; (2) During office conference and by letter.

...I retain about one-third of originals. They are advised orally at execution I will retain the originals in my vault at the bank for no charge and they are given conformed copies.

...We retain original documents in about half the cases. We advise in our retention cases that client can have the originals whenever he or she wants.

...retain only in special cases.

...(1) That we retain the documents in our safe-keeping department at no charge and that they can be withdrawn by the client at any time. (2) Concurrently with signing of documents.

...Following execution, tell them we have a storage facility if they want to leave the documents with us, otherwise they should go in their safety deposit box.

...No, but I am starting to retain wills because Probate Court filing fee increased to \$25.00 per will.

...retain in firm safe deposit box—documents available on request.

...At signing conference I inform clients that the documents are their property, but that I provide safeguarding as a courtesy to clients.

...yes, except will [only one is executed]. We retain duplicate originals of all estate planning documents except for original will, since only one original is executed.

...We offer it as a free service. Can get documents at their request. Orally at time of execution.

...Never.

...only copy-local court will accept for safe keeping at a \$10 cost or safe deposit box of client.

...Client has the option and client can obtain original at any time. Document will be held in safe depository. Conversation takes place at time of execution.

...We discourage our retention of original wills, but will do so if the client requests. Other documents, including trusts, living wills and powers of attorney, usually are executed in multiple copies and we retain one signed copy in the client file.

...As to will we make clear to client it's his choice, but failure to locate will at death will generally result in will being treated as if revoked and thus it may make sense to keep in our vault (about 9 out of 10 clients agree).

...It is their option, the majority leave them with us (or their corporate fiduciary), and it is, in my experience, safer.

...I avoid this like the plague.

...We have each client sign a receipt and indicate on the receipt where they intend to place the documents.

...Approximately 80% of clients take their documents, but we retain information on where client intends to keep documents (usually safe deposit box).

...meeting to execute documents. Choice is given to them, but most choose to keep them.

...We keep original will (receipt signed on cover page of client copy). Each client's estate planning documents (everything!) are in a divider tabbed 3 ring notebook—we keep an exact duplicate copy.

...When I do retain original documents, I ask client to sign an escrow letter.

...I routinely answer that two good alternatives are either their placing it in their safe deposit box at a bank or leaving it with us, to be placed in our firm's safe deposit box at a bank. They routinely choose our safe deposit box (probably, in many instances, because

it is free and frees up *their* box for other things).

...We tell clients we do not routinely do this and ask them to let us know where they are placed. We will keep documents as an accommodation only if strongly requested.

17. Do you routinely inform your estate planning clients whether you will contact them about future changes in the law that may affect the estate plan?

If yes, state the nature of that communication and when it takes place.

Number of responses:

Yes: 32

No: 72

Comments:

...We do endeavor to inform clients of changes, but do not undertake to do so.

...depends on the client and our relationship. We don't do it for one-time clients.

...hard to answer Yes or No—I write them “care and feeding” letter.

...We tell them we cannot be responsible for future changes and suggest they contact us periodically for review.

...We do not commit to do so but we do advise clients on significant changes in the law that may affect their estate plan.

...They will receive a general letter on tax law changes and a reminder in five years to review their estate plan.

...I probably mention there may be future changes, but don't want clear obligation to do so.

...occasionally will take on that responsibility in limited way by letter.

...We orally advise that we may (will try to) remind clients to review their estate plan at three year intervals.

...We normally do not assume this responsibility.

...I tell them they must review the plan at least every 3-5 years.

...No, routinely advise them it is their responsibility to periodically update. Orally and with a billing letter.

...We do try to send out newsletters to clients about tax law changes. We do not yet have our estate planning documents and clients on any sort of computer program.

...inform them that we will not contact them regarding future law changes.

...If they request, we will put them on our mailing list.

...We usually do in the case of continuing clients.

...We make no commitment to contact them but we inform them of our document index that will allow us to identify clients whose documents have a particular characteristic.

...Generally say that I will make an effort to do so.

...Express disclaimer of responsibility in engagement letter.

...We emphasize need for regular contact between client and estate planner, but also emphasize that client rather than we should take the initiative.

...I suggest that they keep on top of the news and of their own circumstances, review their plan regularly, and keep in touch.

...I tell them I will not do so.

...I point out the need for the client to get in touch with us but review the plan on a regular basis.

...No, but we have done “client meetings” from time to time.

...By letter sent after execution of documents, I advise client I cannot contact them with changes in the tax laws.

...I do not routinely inform my estate planning clients that I will contact them about future changes in the law that may affect their estate plans. In fact, our termination letter says that we will not contact them

about future changes in the law that may affect their estate plans. Notwithstanding the foregoing, once a change in the law occurs, I routinely try to contact my estate planning clients about any such changes that may affect their estate plans.

...in correspondence, but not worded as binding or a promise.

18. If an estate planning client decides to appoint you as a fiduciary do you routinely set forth in writing or require the client to set forth in writing how and why the appointment was made?

If Yes, describe briefly (1) what the writing says and (2) when and how the writing is made.

Number of responses:

Yes: 37 No: 65

Comments:

...Firm policy now requires approval by the head of our estate planning and administration department.

...We discourage appointment of ourselves as fiduciaries. Court rules now recommend written affidavits by testators confirming circumstances of appointment.

...almost never accept fiduciary appointments.

...This is recent. Letter confirms I explained their options and disadvantages of attorney acting as fiduciary.

...that the request to serve is unsolicited and revocable; that the menu of possible fiduciaries includes [list of possible fiduciaries].

...generally do not accept appointment without a special relationship.

...I absolutely *never, never* serve as a fiduciary; if nominated I will not run. If elected, I will not serve.

...confirm in writing reasons why client wishes to do this.

...no—but I'm going to start.

...We are thinking of starting to do this.

...generally decline to serve except in unusual circumstances- letter explaining circumstances.

...such request was at client's insistence with suggestion that client obtain independent review.

...We do not accept fiduciary appointments as a general rule.

...It makes clear that client insists that I serve as clients fiduciary. Writing is executed when will or trust is executed.

...The letter reviews other options that the client considered and usually discusses fiduciary compensation. Routinely decline to serve as fiduciary.

19. If you represent a client who makes a gift to an individual or charity with which you enjoy a special relationship, do you routinely inform the client of that special relationship?

If yes, state when and how you inform the client of the special relationship:

Number of responses:

Yes: 74 No: 17

Comments:

...At the time I am informed of the intention to make the gift, which is then confirmed in subsequent letter.

...Orally at the time the gift is discussed. Letter used when client names corporate fiduciary represented by attorney.

...would disclose at planning meeting and confirm in correspondence.

...orally at meeting; if substantial, in covering letter with first draft of documents.

...When I learn of client's proposed gift, I discuss with client my relationship with that recipient.

...when the gift is first discussed, generally orally.

...too rare to be an issue.

...On the rare occasion when we have a special relationship with an individual or charitable beneficiary, we so indicate in our letter transmitting first drafts.

...in discussion when documents being planned.

...at planning meeting. If client does it independently—no discussion.

...at conference—orally. Describe my involvement on case by case basis.

...When I find out about it, I say thank you.

...We have very few situations of this kind. When the situation does arise, we inform the client in writing.

...in conversation at whatever time the gift is first mentioned.

...in writing before gift is made or as soon as I hear about it afterwards.

...orally at conference.

...If client gives to a charity I support I so advise the client.

...I refer client to independent counsel at earliest opportunity—I do not draft the donation document.

...I also inform clients about our special relationship to our trust company clients when discussing choices of fiduciaries with them.

20. At some point in time do you routinely inform long-standing clients about any of the ethical concerns that you routinely inform new clients about?

If yes, describe briefly (1) which ethical concerns your communication pertains to and (2) when and how that communication takes place.

Comments:

...only when facts require reminding.

...first encounter with new project—writing.

...Form is signed by all couples doing estate planning if there is not a form in the file.

...We would if and when a problem is perceived.

...at time that conflicts develop or ethical event occurs by telephone or at first conference after ethical event.

...We inform when a problem arises—usually orally—but if we are really concerned we follow with a letter.

...law/ethical changes—on an as-needed basis.

...when have additional work to do for the client.

...(1) Concerns about potential conflicts when I see that a conflict is possible and that the clients may not be aware of it; or that an actual conflict now exists. I will represent only if all clients agree after disclosure and discussion: (2) Whenever I deem it appropriate. Usually oral. Sometimes in writing.

...sometimes, depending on who the clients are.

...(1) Conflicts of interest. (2) When I next see the old client.

...We do not routinely communicate with long-standing clients about potential conflicts of interest. Whenever an actual conflict of interest appears, we address it with the client.

...Long-standing clients usually have received same warnings, discussions and documentation if they come for an update. Then, if appropriate, issues will be raised again.

...Written dual representation and written engagement letters are done for clients when new work is commenced. Otherwise, I have no “refresher” system.

Number of responses:

Yes: 20

No: 78

21. Do you routinely confirm to a client that you consider that your engagement by the client has been terminated?

If yes, state when and how that confirmation takes place.

Number of responses:

Yes: 23

No: 77

Comments:

...unclear—at conclusion of planning, I write and say “this concludes this phase of your estate planning. Please contact me if your circumstances change, etc.—” I do not “terminate” representation.

...by closing letter.

...conclusion of work on estate planning.

...depends on the client. We do if there is a concern about the client or one we don't know well.

...when conflict develops and is recognized and when client requests termination of representation.

...In planning matters, billing is usually at conclusion per engagement letter—although the final bill does not itself recite that the engagement is thereupon concluded.

...only at conclusion of a litigated matter.

...I have advised the client, in writing, that I no longer represent him or her and that he or she should obtain new representation.

...normally write to indicate project is complete. Do not try to terminate client/attorney relationship per se.

...I do write “disengagement” and “non-engagement” letters. In “normal” engagements, the “care and feeding” letter usually “closes” the engagement.

...kind of.

...by express provision of a letter.

...I do this sometimes, but not routinely.

...in writing at conclusion of engagement with thanks for the opportunity to represent them.

...considering doing this for conflicts reasons.

...a letter with final bill.

...only when the relationship has in fact been terminated.

...At a recent ethics speech I gave many small town practitioners raised concern about #21. If you do estate planning for virtually everyone in town, can you ever sue anybody? Even with such a letter, what about information you gained about their assets, in the course of the representation?

...It can help prevent conflicts sometimes to terminate attorney/client relationship, but it clearly is not good marketing (in the context of a large firm) some of the questions may well have been answered differently if I were a sole practitioner or in a small firm.

PART B: REPRESENTATIVE GENERAL COMMENTS BY THE FELLOWS TO THE SURVEY

...I find conflicts and ethical concerns to be the exception and not the rule.

...My experience has been that when trying to serve as ‘counselor’ any emphasis on conflicts puts people off and tends to undermine the relationship.

...perhaps I rely too much on the good nature of my clients.

...The questionnaire makes me feel guilty because we don't seem to be doing lots of things that you ask about.

...with litigation we are getting more cautious—putting more in writing.

...I have had no problem getting clients to sign and return engagement letters at the outset of their representation.

...Many of these concerns are most easily addressed and resolved in the initial client conference.

When the ground rules are known the engagement usually proceeds smoothly.

...Law practice has ceased to be fun.

...I always feel inadequate when I complete these types of questionnaires.

...All of my "no" answers give me cause for alarm.

...Any type of uniform standards and forms would be extremely beneficial. Practices vary widely within communities not to mention throughout the country.

...All of the questions are phrased in terms of a "routine" practice. It may also be of interest to determine what practice is engaged in "sometimes" and what criteria determine the use of a particular practice.

...I fear that my answers may suggest a laxity in the areas of conflicts or disclosure. In fact, if I have a sense of conflict I of course discuss it.... We are probably behind the curve on engagement letters, prompt billing, and termination letters, all of which reflect a more institutionalized, less personal approach to client relations.

...For better or worse, we are optimists. I have a hard time believing that I should tell clients who have been married for a long time and who come in together to see me that there may be problems if they get a divorce.

...We tend to vary our form of engagement (and disengagement) according to circumstances (sophistication of client, history of relationship in other matters, case at hand, etc.)

...In our new specialty firm we have fewer conflicts but will develop an engagement letter to cover conflicts between husband and wife and fee arrangements.

...I am a senior partner in my firm and my clients tend to be of similar age. Most work presently is for existing clients. Thus, there is less attention to retainer letters. My clients would be put off by such letters. My partner is under fifty years old and is very much attuned to problems and questions expressed herein. He routinely uses retainer letters, etc. His practice will undoubtedly be the pattern in the future for our firm.

...Although I have used engagement letters very

infrequently in the past, I have decided to use them on certain occasions in the future.

...I have found that requiring the return of a signed engagement letter is an invaluable screening device to separate quality clients from worthless clients.

...nature of solo practice and personal knowledge of clients and potential conflicts seem to make need for written letters, etc. less of a concern, except in unusual or obvious cases—then use homegrown letter drafted for specific case. Results of your survey may suggest I need to change my methods—I hope not.

...A great deal of what we do depends on the client and our relationship. We try not to be adversarial with well established clients but try to be careful with new or perceived difficult clients. We try to keep our correspondence informal and confirm high-points of issues and fees we can better cover in a face-to face meeting.

...Best policy is to identify and formalize potential conflicts and to deal with the conflicts formally and in a timely manner when they arise.

...In each case I try to make a good faith common sense judgment with respect to potential conflicts of interest, taking into account my knowledge and experience with the client, the complexity of the matter involved, my knowledge of the people who will be affected by the client's actions and the rules of professional responsibility.

...Questions suggest that we can do better—as evidenced by the answers. The real question is to what extent will very busy trust and estate attorneys in large firms do what is suggested and if they do it, will they establish a standard form from which a deviation creates exposure. What is—or what should be the standard to which we should be held? Questions also suggest that if we covered all of the issues raised, we would have a very defensive, very long, and relatively unfriendly engagement letter, which is likely to inhibit growth of strong personal relationships upon which our work is premised. Should we really try to tell every client what we would do if conflicts arise—or that we will not be responsible for telling them about changing legislation after our engagement is complete, etc.?

...Generally speaking, I have no hard and fixed

rules or routine on most of these matters. My approach depends upon the client.

...I believe client benefit is maximized and criticism of counsel is minimized when there is regular and open dialogue between the estate planning client and the attorney. Conversely, when contact is infrequent, chances of criticism seem to increase. Estate planning attorneys are especially vulnerable to criticism from those parties interested in an estate planning client's wealth but with whom no attorney-client relationship exists. The expanding use of generation skipping trusts will greatly increase our exposure and demands continuing scrutiny.

...We generally approach these situations using "common sense" and hopefully good judgment. Of course we discuss these issues openly and candidly with our clients when specific circumstances dictate. We find that too much formality seems to erode the essence of the attorney-client relationship.

...Despite all appearances, I really do not ignore ethical considerations. The problem is that I don't "routinely" address many of them. Like most of my colleagues, I address them *ad hoc*, as circumstances require or when my experience tells me I should. That's not ideal, and it's plainly not adequate.

...I recognize I practice with less formality in some areas than litigators who control the ethics rules of the bar would have us do, but I am uncomfortable to go farther than I do. 99.9% of husband and wife couples, for instance, will think ridiculous what is discussed.

...It can help prevent conflicts sometimes to terminate attorney-client relationship, but it clearly is not good marketing (in the context of a large firm). Some of the questions may well have been answered differently if I were a sole practitioner or in a small firm.

...At a recent ethics speech I gave many small town practitioners raised concerns... If you do estate planning for virtually everyone in town, can you ever sue anybody? Even with such a letter, what about information you gained about their assets in the course of the representation?

...Unfortunately, beneficiaries and clients are more "trigger happy" about bringing suits than they used to be and our way of practice has had to change a bit. No longer is good faith enough.

...I admire the depth of the questions and wish the College did more in this area.

...When completing the questionnaire and answering "no" to almost all of the questions, I kept thinking to myself that I really must be out of the mainstream of the practice.

...This questionnaire has brought to my attention that I perhaps rely too much on the good nature of my clients. I will put in process more careful written communications as a result.

...I haven't been big on lots of written communication as to possible conflicts. When I've tried it the clients seem to think I'm trying to issue a disclaimer for any mistake I may make. It has a chilling effect on a process that depends so much on trust and faith.

PART C: STATE-BY-STATE TABULATION OF RESPONSES AND LIST OF FELLOWS WHO RESPONDED TO SURVEY*

Total questionnaires sent out:	262
Total responses:	111
Total states represented by responses:	31

State-by-State Breakdown:

<i>State</i>	<i>Number of Responses</i>
Alabama	1
Arizona	3
California	26
Colorado	6
Connecticut	2
Delaware	3
District of Columbia	2
Florida	3
Georgia	2
Hawaii	2
Illinois	6
Louisiana	1
Massachusetts	3
Michigan	5
Minnesota	3
Mississippi	1
Missouri	1
New Jersey	6

*See acknowledgement on page 223.

New Mexico	1
New York	2
North Carolina	3
Ohio	1
Oklahoma	2
Pennsylvania	7
Rhode Island	2
South Dakota	1
Tennessee	4
Texas	2
Virginia	6
Washington	2
Wisconsin	2
Total	111

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James T. Bland	<i>Memphis, TN</i>	Professor Ronald C. Link	<i>Chapel Hill, NC</i>
Alan D. Bonapart	<i>San Francisco, CA</i>	Robert B. Lloyd, Jr.	<i>Greensboro, NC</i>
James L. Boring	<i>Vienna, VA</i>	James H. LoPrete	<i>Bloomfield Hills, MI</i>
Bowlman T. Bowles	<i>Richmond, VA</i>	Arthur F. Lubke, Jr.	<i>Milwaukee, WI</i>
Lawrence Brody	<i>St. Louis, MO</i>	Jay R. MacMahon	<i>San Rafael, CA</i>
Herbert H. Browne, Jr.	<i>Charlotte, NC</i>	Lauch M. Magruder, Jr.	<i>Jackson, MS</i>
Beverly R. Budin	<i>Philadelphia, PA</i>	William C. McGehee	<i>Denver, CO</i>
George W. Butterworth, III	<i>Boston, MA</i>	Gordon A. Millspaugh, Jr.	<i>Warren, NJ</i>
Clark R. Byam	<i>Pasadena, CA</i>	Robert C. Neff	<i>Morristown, NJ</i>
J. Donald Cairns	<i>Cleveland, OH</i>	Thomas F. Nelson	<i>Pittsburgh, PA</i>
Robert D. Chapin	<i>Delray Beach, FL</i>	Alfred Olsen	<i>Phoenix, AZ</i>
Allan J. Claypool	<i>Lansing, MI</i>	Cynda C. Ottaway	<i>Oklahoma City, OK</i>
Charles A. Collier, Jr.	<i>Los Angeles, CA</i>	Theodore A. Pasquesi	<i>Highland Park, IL</i>
Theodore J. Cranston	<i>La Jolla, CA</i>	James G. Pressly, Jr.	<i>West Palm Beach, FL</i>
Jeffrey L. Crown	<i>Berlin, CT</i>	Douglas J. Rasmussen	<i>Detroit, MI</i>
Robert L. Crosby	<i>Minneapolis, MN</i>	Frank P. Reiche	<i>Lawrenceville, NJ</i>
Richard R. Cruse	<i>Houston, TX</i>	Stanley M. Rein	<i>Minneapolis, MN</i>
Robert Lee Curry, III	<i>Monroe, LA</i>	Bruce A. Rosenfield	<i>Philadelphia, PA</i>
C. Frank Damon, Jr.	<i>Honolulu, HI</i>	Sterling L. Ross, Jr.	<i>Mill Valley, CA</i>
P. Daniel Donohue	<i>Sioux Falls, SD</i>	L. William Schmidt, Jr.	<i>Denver, CO</i>
Chrys J. Dougherty	<i>Austin, TX</i>	John W. Schooling	<i>Chico, CA</i>
Thomas J. Drought	<i>Milwaukee, WI</i>	Jane L. Schwarzschild	<i>Richmond, VA</i>
Raymond G. Ellis	<i>San Francisco, CA</i>	Albert W. Secor	<i>Chattanooga, TN</i>
Michael C. Ferguson	<i>Berkeley, CA</i>	George T. Shaw	<i>Boston, MA</i>
Clarence J. Ferrari, Jr.	<i>San Jose, CA</i>	Paul D. Slosser	<i>Tucson, AZ</i>
Noel M. Field, Jr.	<i>Providence, RI</i>	Susan K. Smith	<i>Phoenix, AZ</i>
Owen G. Fiore	<i>San Jose, CA</i>	Philip F. Spalding	<i>San Francisco, CA</i>
George S. Forde, Jr.	<i>Philadelphia, PA</i>	Ashley Steinhart	<i>Roseland, NJ</i>
Bruce Friedman	<i>San Francisco, CA</i>	Philip H. Suter	<i>Boston, MA</i>
Christopher H. Gadsden	<i>Philadelphia, PA</i>	Thomas P. Sweeney	<i>Wilmington, DE</i>
Joseph Michael Gaffney	<i>Seattle, WA</i>	S. Shepherd Tate	<i>Memphis, TN</i>
E. James Gamble	<i>Detroit, MI</i>	L. Pierre Teillon, Jr.	<i>Philadelphia, PA</i>
Andrew Garb	<i>Los Angeles, CA</i>	James L. Tipton	<i>San Francisco, CA</i>
Harrison Gardner	<i>Madison, NJ</i>	Judith F. Todd	<i>Birmingham, AL</i>
Mervyn S. Gerson	<i>Honolulu, HI</i>	Charles W. Ufford, Jr.	<i>New York, NY</i>
Lawrence B. Gibbs	<i>Washington, DC</i>	James R. Wade	<i>Denver, CO</i>
Alvin J. Golden	<i>Colorado Springs, CO</i>	William C. Weinsheimer	<i>Chicago, IL</i>
Irwin D. Goldring	<i>Los Angeles, CA</i>	Gordon D. Wishard	<i>Indianapolis, IL</i>
Thomas C. Gores	<i>Seattle, WA</i>	Robert P. Worcester	<i>Santa Fe, NM</i>
John G. Grimsley	<i>Jacksonville, FL</i>	Norris P. Wright	<i>Wilmington, DE</i>
Ellen K. Harrison	<i>Washington, DC</i>	Richard E. Wright III	<i>Tulsa, OK</i>
Lynn P. Hart	<i>Rancho Sante Fe, CA</i>	James N. Zartman	<i>Chicago, IL</i>
John A. Hartog	<i>Orinda, CA</i>	Henry S. Ziegler	<i>New York, NY</i>
Zoe M. Hicks	<i>Atlanta, GA</i>		