

A LAWYER'S
GUIDE
TO LIMITED SCOPE REPRESENTATION



BARREAU DE MONTRÉAL

FOREWORD

There is a movement afoot. More and more individuals are *pro-se* litigants. For various reasons, these people have chosen to by-pass the privilege of legal counsel, either before the courts or otherwise.

This tendency has created new challenges for everyone: for those entrusted with the administration of justice, for judges, for lawyers, for litigants represented by counsel and for the *pro-se* litigants themselves, who often embark upon a journey fraught with dangers and pitfalls they have no way of anticipating.

In response to this phenomenon, an alternative approach known as "Limited Scope Representation" has surfaced.

This product, as any other, must be practiced well for it to be beneficial to the population, to lawyers and to the system as a whole.

The Bar of Montreal's **Lawyer's Guide to Limited Scope Representation** is intended to provide guidance for lawyers choosing to offer this innovative service in the hope that, in doing things correctly, our lawyers will contribute in a positive way to making justice more accessible.

The guide is the result of collaboration and imagination on the part of many individuals from our legal community. The initiative was suggested by our former bâtonnier Nicolas Plourde and was supported by his successor, bâtonnier Marc Charbonneau. The members of the committee who participated in the realization of the guide are M^{es} Julie Barnabé, Pierre Bélanger, Marc Bissonnette, Véronique Collard, Francis Donovan, Eric Dugal, Philippe Duplantie, Armand Elbaz, Dominique Garant, Bernard Grenier, Karen Kear-Jodoin, James A. Robb, Martha Shea, Andreas Stegmann, Michael D. Worsoff, Nathalie Guertin and Doris Larrivée. Thank you.

I would also like to thank representatives of the Office of the Syndic, the Professional Inspection Department and the Professional Liability Insurance Fund of the Barreau du Québec for their special contribution to this Guide.

Elizabeth Greene

Bâtonnière and President

Limited Scope Representation Committee

A LAWYER'S GUIDE TO LIMITED SCOPE REPRESENTATION

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PREAMBLE

Access to justice is a challenge for a significant portion of the population. The rising costs and complexities of litigation lead some litigants to represent themselves, affecting the conduct of proceedings and their duration. Moreover, as the Internet offers easy and free access to legal information, many litigants do not see value in hiring a lawyer to collect and process information they might simply obtain themselves. Limited scope legal services provide an alternative approach in that litigants benefit from professional services at a lower cost by performing some of the work themselves.

WHAT IS LIMITED SCOPE REPRESENTATION ?

Limited scope representation, also known as “*unbundling of legal services*” or as “*services à la carte*”¹ and “*mandat à portée limitée*” in French, refers to the concept under which a lawyer provides legal services for part, but not all, of a client’s legal matters. Providing drafting assistance or legal advice and making limited appearances in court are examples of common services which may be provided under a limited scope mandate.

Limited scope representation may create opportunities for lawyers. It is not, however, without risk :

- *Can a court compel a lawyer to act beyond the scope of the mandate ?*
- *Can special circumstances allow a lawyer to modify the lump-sum fees proposed, advertised or published ?*

These are some of the questions a lawyer should consider when wishing to offer limited scope legal services.

LIMITED SCOPE LEGAL SERVICES ≠ LIMITED LIABILITY

Inspired by experience in the United States, where limited scope representation was developed, and after reviewing the applicable legislation and case law, the Bar of Montreal has prepared this guide in order to better equip lawyers wishing to provide unbundled legal services and to raise awareness as to the risks which may be involved.

Notice of the Office of the Syndic of the Barreau du Québec



The present guide addresses various challenges faced by lawyers when accepting a limited retainer.

The use of the model documents prepared by the Bar of Montreal will help both lawyer and client define the mandate and delineate its scope.

Under the general duty to advise and the obligation of loyalty and prudence, the lawyer must make the client aware of the risks related to limited scope legal services, as well as the limitations thereof.

The ethical obligations of lawyers transcend the will of the parties. They are inherent to any form of professional services that may be rendered by a lawyer.

The Office of the Syndic of the Barreau du Québec also wishes to underline that a lawyer cannot contractually limit the scope of his/her ethical obligations, either toward the client or anyone else.

BEST PRACTICES – GENERAL CONSIDERATIONS

COMMUNICATION WITH THE CLIENT AND DIVISION OF TASKS AND RESPONSIBILITIES

According to the Professional Liability Insurance Fund of the Barreau du Québec, a substantial number of claims might have been avoided through better communication between the lawyer and the client² as to the extent and nature of the mandate. It is therefore recommended that a retainer agreement be signed and that all decisions which may affect the scope of the mandate be documented in clear and plain language³ and communicated frequently, in writing, to the client.

SAMPLE A

Schedule A provides a model Limited Retainer and Agreement on Professional Fees prepared by the Bar of Montreal.

The limited scope retainer implies that the client will perform some of the tasks personally. Accordingly, it is important to sign a retainer agreement which describes, in plain language, the services to be provided by the lawyer and the work to be undertaken by the client. ***A lawyer who intends to delegate some or all of the services he/she has undertaken to provide must inform his client⁴.***

SAMPLE B

Schedule B provides a table prepared by the Bar of Montreal listing tasks pertaining to a file in family matters. This table separates the various tasks of a general mandate. It provides boxes to be initialed by the lawyer and the client with respect to each task to be performed, as well as the date by which the task is to be accomplished.

A lawyer providing services under a limited retainer with respect to another field of law may use this table as a guide to identify the tasks to be performed by each party. This exercise should be used to ensure that no task is neglected or omitted.

The lawyer may also use the checklists prepared by the Barreau du Québec to create tailor-made task allocation tables⁵ corresponding to the services offered.

Finally, while it may seem obvious that a limited retainer agreement ends as soon as the agreed-upon services have been performed, the client may perceive the mandate as being more extensive than it actually is. In order to avoid any ambiguity which may result in a loss of rights, it is recommended that the lawyer inform the client in writing once the mandate has been completed.

Before agreeing to act under a limited retainer, the lawyer must ensure that the client :

- *Understands the nature of the mandate;*
- *Has realistic expectations and the competence required;*
- *Has appropriate emotional and psychological skills;*
- *Acts in good faith, without manipulating the lawyer for purposes contrary to the best interests of justice;*
- *Is available to perform any responsibilities within the prescribed time limit.*

If the lawyer has doubts about any of these matters, the retainer should be refused.

DUTY OF SKILL

Neither modestly-priced services nor limited scope services limit a lawyer's duty of skill. The lawyer must act in accordance with his/her proficiency, knowledge and the means at his/her disposal⁶. This type of file must be treated with all the seriousness it deserves.

If the matter is too broad or too complex to be handled by way of a limited scope mandate, the lawyer should refuse it.

DUTY TO ADVISE

The provisions of the *Civil Code of Québec* governing mandates provide that the powers of a mandatary extend not only to what is expressed in the mandate, but also to anything which may be inferred therefrom⁷. Moreover, upon termination of the mandate, the mandatary is bound to do everything which is a necessary consequence of his acts⁸. The courts have affirmed that **a lawyer's duty to advise extends beyond what may have been anticipated in the mandate and that this duty exists at all times**, regardless of the specific nature of the retainer⁹.

Consequently, even in the context of a limited and specific retainer, it is possible that a lawyer's professional liability be engaged by reason of the general duty to advise. It is therefore in the lawyer's best interest to inform the client in writing of :

- any potential risks identified with respect to each file; and
- any subsequent steps and applicable deadlines,

the whole in plain language adapted to the client's level of understanding so the latter may make an informed decision as to the best way to pursue the case. The lawyer should also discuss the issue of any time limitations with the client¹⁰.

SAMPLE C

Schedule C provides a model entitled "*Identification of Issues Excluded from the Limited Mandate*" prepared by the Bar of Montreal.

BEST PRACTICES – SPECIFIC CONSIDERATIONS

LEGAL DRAFTING OR DRAFTING OF DOCUMENTS INTENDED FOR USE IN A CASE BEFORE THE COURTS

The lawyer preparing an agreement or a legal document under a limited retainer must keep a copy of any document in the client's file for a period of seven years¹¹.

With respect to documents intended for use in a case before the courts, the lawyer must verify :

- that the prescription and other delays applicable to the file are respected¹²; and
- the legal identity of the client in order to determine whether said client may be self-represented or if representation by a lawyer is required¹³.

If the client is in one of the situations described in section 61 C.c.p., the lawyer must inform the client of the obligation to be represented by lawyer, failing which the case could be dismissed on the ground of nullity ab initio.

LIMITED COURT APPEARANCE

While it is fairly routine to proceed with a limited appearance in simple files with respect to criminal and penal matters, where minutes of the hearing prove the limited appearance and the recording of the hearing confirms the scope of the mandate, the same cannot be said in civil matters, where written procedures prevail.

The motion to cease representing may seem an adequate solution to terminate a limited retainer, but it is subject to strict restrictions¹⁴. It is also possible for the client or the other party to object and for the court to reject the motion¹⁵.

SAMPLE D

Schedule D provides a model entitled "Termination of Mandate" and the related Revocation of Mandate. The Bar of Montreal has prepared these documents in order to allow lawyers to act before the court in optimal conditions. Ideally, both documents should be signed by the client at the time of signing the limited retainer, and in any case, before the lawyer appears in the file.

The lawyer should refuse a limited retainer requiring a court appearance when :

- *the client consults at the last moment and a request for a postponement may be rejected by the court;*
- *the client refuses to sign the document entitled "Termination of Mandate" and the related Revocation of Mandate;*
- *the client seems to want to use legal representation as a delaying tactic or for purposes contrary to the proper administration of justice.*

Finally, the lawyer who accepts a limited mandate including a court appearance or a presence in court should ensure that any lawyer who previously appeared in the case has effectively withdrawn.

BEST PRACTICES – OTHER CONSIDERATIONS

PROFESSIONAL FEES AND ADVERTISING

No suggestion is made as to the method of determining professional fees; lawyers are free to establish their professional fees as they do for any general mandate, provided that they comply with the *Code of Ethics of Advocates*.

Limited scope representation is garnering growing interest among Quebec lawyers and several advertisements offering “*services à la carte*” including a price list or lump-sum fees exist. This approach is attractive to a clientele inclined to “*shop for price*”. Although it may be possible to advertise lump-sum fees in some areas of practice, it is generally not recommended as it may have far-reaching implications for lawyers.

Lawyers who choose to publish price lists must ensure that they comply with all the applicable rules of the *Code of Ethics of Advocates*. Therefore, advertising lump-sum fees must not only establish fixed prices but also set forth the nature and extent of the professional services which are included. The advertising must also specify whether or not disbursements are included and whether other professional services not included in the fee might be required¹⁶.

The language used in the advertisement must be clear and understandable for persons who have no particular knowledge of the field of law concerned¹⁷.

Moreover, the lawyer must not only guarantee any lump-sum fee for a minimum period of 90 days after it is last advertised or published, he/she must also retain a complete copy of any advertisement in its original form for a period of 12 months after the date on which it is last advertised or published¹⁸.

Finally, lawyers should be aware that they cannot increase the published price due to the complexity of a file.

CONSOLIDATION OF SERVICES

Lawyers practicing in the same geographic area or in the same field of law who wish to establish and to fix a uniform price should be aware that such practice may be construed as a “*conspiracy*” or an “*arrangement*” within the meaning of the *Competition Act*¹⁹.

NOTES

- ¹ The Bar of Montreal is of the view that lawyers should not use the designation "Services à la carte" in French as it may lead to the belief that lawyers have a "carte de prix", which is generally not desirable.
- ² See "The mandate with the client" in the Guide to best practices of the Bar of Montreal, online at: www.barreaudemontreal.qc.ca/loads/Guides/GuideMeilleuresPratiques_an.pdf; the Canadian Bar Association and the Barreau du Québec have created various documents available online at: www.cba.org/CBA/groups/conflicts/toolkit2.aspx and at: www.barreau.qc.ca/pdf/formulaires/avocats/modeles/convention_honoraires_fr.pdf (in French only).
- ³ The ambiguous mandate, as well as limitation of liability clauses (or clauses that may be construed as such) will receive a strict interpretation by the courts. It is therefore important to use clear and plain language. For example, section 4a) of the model Limited Retainer and Agreement on Professional Fees was written with a view to ensure that the client clearly understands the limited nature of the retainer, but the courts could interpret it as an attempt by the lawyer to limit his liability. To learn more about clear language, the lawyer should consult "Le langage clair: Un outil indispensable à l'avocat" prepared by le Comité du langage clair du Barreau du Québec, online at: www.barreau.qc.ca/pdf/publications/guide-langage-clair.pdf (in French only).
- ⁴ Code of ethics of advocates, RRQ, c B-1, r 3 [Code of ethics of advocates] s. 3.01.04: "When an advocate foresees that the services for which the client is retaining him may be carried out in whole or in part in their essential aspects by another person, he shall so inform the client."
- ⁵ Checklists for various family, penal and immigration law proceedings are also available on the Barreau du Québec Website at: www.barreau.qc.ca/avocats/praticien/aide-memoires/index.html (in French only).
- ⁶ Code of ethics of advocates, s. 3.00.01: "An advocate owes the client a duty of skill as well as obligations of loyalty, integrity, independence, impartiality, diligence and prudence."; and s. 3.01.01: "Before agreeing to provide professional services, the advocate must bear in mind the extent of his proficiency, knowledge and the means at his disposal. He must not, in particular, undertake or continue to provide any professional services for which he is not sufficiently prepared without obtaining the necessary assistance."
- ⁷ Civil Code of Québec, LRQ, c C-1991 [C.C.Q.], art. 2136: "The powers of a mandatary extend not only to what is expressed in the mandate, but also to anything that may be inferred therefrom. The mandatary may carry out all acts which are incidental to such powers and which are necessary for the performance of the mandate."
- ⁸ Art. 2182 C.C.Q.: "Upon termination of the mandate, the mandatary is bound to do everything which is a necessary consequence of his acts or which cannot be deferred without risk of loss."
- ⁹ See Tremblay c. Dionne, 2006 QCCA 1441 (CanLII), online at www.canlii.org/fr/qc/qcca/doc/2006/2006qcca1441/2006qcca1441.pdf: « [43] À mon avis, le fondement de la responsabilité disciplinaire du professionnel réside dans les actes posés à ce titre tels qu'ils peuvent être perçus par le public. Les obligations déontologiques d'un ingénieur doivent donc s'apprécier in concreto et ne sauraient se limiter à la sphère contractuelle; elles la précèdent et la transcendent. Sinon, ce serait anéantir sa responsabilité déontologique pour tous les actes qu'il pose en dehors de son mandat, mais dans l'exécution de ses activités professionnelles et, de ce fait, circonscrire de façon indue la portée d'une loi d'ordre public qui vise la protection du public. » See also Labrie c. Tremblay, 1999 CanLII 13502 (QC C.A.), online at: www.canlii.org/fr/qc/qcca/doc/1999/1999canlii13502/1999canlii13502.pdf: « Il m'apparaît utile de préciser que le devoir de conseil existe en tout temps, peu importe la spécificité du mandat confié. Comme le souligne l'auteur précité, les tribunaux n'hésitent pas à « condamner l'attitude d'un procureur qui s'est contenté d'exécuter son mandat sans avertir son client des problèmes particuliers reliés à ses affaires ou qui a omis d'examiner une facette du dossier pouvant être une source de problème pour son client. »; See also Barreau du Québec (syndique adjointe) c. Sabloff, 2011 QCCDBQ 010, online at: www.canlii.ca/en/qc/qccdbq/doc/2011/2011qccdbq10/2011qccdbq10.pdf.
- ¹⁰ The lawyer should consult the "Tableau des prescriptions extinctives et autres délais" prepared by Professional Liability Insurance Fund of the Barreau du Québec, available online at: www.assurance-barreau.com/fr/pdf/prescriptions-extinctives.pdf (in French only).
- ¹¹ Regulation respecting accounting and standards of professional practice of advocates [unofficial translation available at: www.barreau.qc.ca/pdf/avis/reglement-comptabilite_en.pdf]:

"18. The advocate shall keep all his active files at his professional domicile or in an appropriate archiving facility. For purposes of the application of this section, "active file" means a file in which the advocate is either:

 - (1) attempting to recover the payment of his fees; or;
 - (2) has a mandate to continue acting for his client.

Where a client's file has ceased being active, the advocate must retain the file in his records for at least seven years from the date it was closed. He may use any archiving system or process that gives him access to the information contained in the file on the date it was closed."
- ¹² "Tableau des prescriptions extinctives et autres délais" prepared by the Professional Liability Insurance Fund of the Barreau du Québec, supra note 10.
- ¹³ Code of Civil Procedure, RSQ, c C-25, art. 61: "No one is required to be represented by attorney before the courts, except:
 - a) legal persons;
 - b) the Public Curator;
 - c) trustees, guardians, liquidators, receivers and other representatives of collective interests, when they act in that capacity;
 - d) collection agents and purchasers of accounts, concerning the accounts which they are charged with recovering or which they have purchased;
 - e) general or limited partnerships and associations within the meaning of the Civil Code, unless all the partners or members act themselves or mandate one of their number to act;
 - f) persons acting on behalf of others under article 59.

Nevertheless, the claim of a legal person, general or limited partnership or association within the meaning of the Civil Code, to participate in a distribution of funds derived from the sale of the property of a debtor or from the seizure or voluntary deposit of his salary, wages or earnings, may be made by any attorney under a general or special power."; See also National Bank of Canada v. Atomic Slipper Co., [1991] 1 SCR 1059: www.canlii.org/en/ca/scc/doc/1991/1991canlii105/1991canlii105.pdf.
- ¹⁴ Code of Ethics of Advocates, s. 3.03.04: "Unless it is at an inopportune time, an advocate may, for serious reasons, cease representing the client, provided he does everything which is immediately necessary to prevent a loss."
- ¹⁵ R. v. Cunningham, 2010 SCC 10, [2010] 1 SCR 331: www.canlii.org/en/ca/scc/doc/2010/2010scc10/2010scc10.pdf: "The court's exercise of discretion to decide counsel's application for withdrawal should be guided by the following principles. If counsel seeks to withdraw far enough in advance of any scheduled proceedings and an adjournment will not be necessary, the court should allow the withdrawal. If timing is an issue, the court is entitled to enquire into counsel's reasons. In either the case of ethical reasons or non-payment of fees, the court must accept counsel's answer at face value and not enquire further so as to avoid trenching on potential issues of solicitor-client privilege. If withdrawal is sought for an ethical reason, the court must grant withdrawal; if it is sought because of non-payment of legal fees, the court may exercise its discretion to refuse counsel's request if it determines, after weighing all the relevant factors, that allowing withdrawal would cause serious harm to the administration of justice."
- ¹⁶ Code of Ethics of Advocates, s. 5.03.
- ¹⁷ Code of Ethics of Advocates, s. 5.03.
- ¹⁸ Code of Ethics of Advocates, s. 5.04.
- ¹⁹ Competition Act, RSC 1985, c C-34.

SCHEDULES

Sample A Limited Retainer and Agreement on Professional Fees

Sample B Task Allocation – Checklist

Sample C Identification of Issues Excluded from the Limited Retainer

Sample D Termination of Mandate and Revocation of Mandate

[Print this fees agreement on the lawyer's letterhead with his or her contact information.]

LIMITED RETAINER
AND
AGREEMENT ON PROFESSIONAL FEES

1. I, the undersigned, _____ acknowledge having met Mr./Ms. _____ concerning: _____

[Describe the matter discussed: e.g.: divorce, latent defects, incorporation, etc].

2. I acknowledge that Schedule I, attached, describes the mandate I am giving to Mr./Ms., which are all the services that will be rendered on my behalf [Schedule I forms an integral part of the mandate and must be attached thereto].
3. Professional fees and other costs

I undertake to pay Mr./Ms. _____ the professional fees determined in the following manner:

- a. The rate of \$ _____ /hour for Mr./Ms. _____ (Client's initials)
- b. The rate of \$ _____ /hour for _____ (Client's initials)
- OR
- c. A total lump-sum amount of: \$ _____ (Client's initials)

I must also pay all the judicial disbursements (e.g.: court fees, costs of the process server (bailiff), witness fees) and extrajudicial disbursements (e.g.: photocopies, long-distance phone calls, travel costs) and the costs and fees of third parties authorized by me (e.g.: expert witness).

Mr./Ms. _____ will retain the legal fees that he/she is able to recover, at his own expense, from the adverse party or a third party. (Client's initials)

OR

The judicial or extrajudicial fees that are recovered from the adverse party or a third party, at my expense, will be credited to me. _____ (Client's initials)

All the applicable taxes (GST and QST) are payable in addition to the fees and disbursements.

If I have undertaken to pay a lump-sum amount and I terminate the mandate, or Mr./Ms. _____ terminates the mandate, the services already rendered will be billed to me at the rate of _____ \$/hour.

Mr./Ms. _____ may delegate the performance of the services to another lawyer or be assisted by another lawyer, articling student or any other person from his/her firm. If I do not wish to have another person perform services for me, I must notify Mr./Ms. _____ in writing.

4. Lawyer's Responsibility

- a. Mr./Ms. _____ is responsible for rendering the services identified in Schedule I. These are the only services which Mr./Ms. _____ agrees to render on my behalf;

OR _____ (Client's initials)

SAMPLE A (continuation)

- b. The services identified in Schedule I are the only services that
Mr./Ms. _____ agrees to render on my behalf. If the court requires
Mr./Ms. _____ to render additional services on my behalf to those listed in
Schedule I, the conditions set out in Schedule II to this mandate will apply;

(Client's initials)

5. Client's Responsibility

I remain the only person responsible for my file and I have control of it at all times.

In addition, I must:

- a) Perform all the tasks specified to be performed by me in Schedule I;
 - b) Cooperate with Mr./Ms. _____ and provide him/her with all the requisite information concerning the mandate;
 - c) Provide all the documents concerning the mandate to Mr./Ms. _____ as soon as I receive them;
 - d) Advise Mr./Ms. _____ of any negotiations conducted by me, the dates on which I must be in court or changes to those dates, and any conflicts or incidents related to the file;
 - e) Sign any required documents;
 - f) Advise Mr./Ms. _____ of any change in my contact information (address, telephone number) so that he/she can contact me at all times;
 - g) Keep all the relevant documents in the file accessible for consultation by Mr./Ms. _____;
 - h) Advise Mr./Ms. _____ of any inaccuracies contained in the documents.
6. This mandate may be amended in a writing signed and dated by the lawyer and client. Any amendment is subject to the same conditions as this mandate and forms an integral part hereof. However, the professional fees may be changed, depending on the circumstances.
7. Mr./Ms. _____ will start rendering the services described in Schedule I on my behalf as soon as a deposit of \$ _____ is made and the mandate and schedules are signed. This mandate will expire as soon as all the services identified in Schedule I have been rendered.
8. All invoices are payable within thirty (30) days of the date the invoice is sent. At the end of that period, any unpaid balance will bear interest at the rate of _____ % per year from the date the invoice is sent.

Signed in _____ on _____

Client's signature: _____ Lawyer's signature: _____

Client's name: _____ [in block letters] Lawyer's name: _____ [in block letters]

Client's address: _____

Telephone: _____

SCHEDULE I

FIRST MEETING

I met _____ on _____, regarding:

Conflict of interests was verified on:

We have discussed the following topics:

- ☐ Date of separation
- ☐ Custody
- ☐ Access rights
- ☐ Child support
- ☐ Spousal support
- ☐ Matrimonial regime
- ☐ Family patrimony
- ☐ Compensatory allowance
- ☐ Mediation
- ☐ Insurance
- ☐ Emergency measures
- ☐ Financial positions of the parties
- ☐ Other :

We have discussed the following options:

I gave the client the following documents:

- List of outstanding issues
- List of tasks to be performed
- Mandate

Signed in _____ on _____

Client's signature : _____

Lawyer's signature : _____

SAMPLE B (continuation)

	SERVICES TO BE RENDERED BY THE LAWYER / INITIALS	TIME LIMIT	TASKS TO BE PERFORMED BY THE CLIENT / INITIALS	NEW TASKS OR NEW SERVICES / INITIALS
Case analysis, case law research ¹ and legal opinion				
Assessment of the parties' financial circumstances				
Drafting the motion to institute proceedings				
Filing and serving the motion to institute proceedings				
Timetable				
Filing the timetable and Court appearance				
Drafting interim motions				
Drafting detailed affidavits				
Presentation of interim motions				
Drafting applications for provisional measures				
Presentation of motions for provisional measures				
Drafting the statement of income and expenditures and balance sheet, the child support determination form and the sworn statement containing the information prescribed by regulation (s. 827.5 C.C.P.)				
Evaluation request of the value of pension funds				
<i>Application for Simulated Partition of Employment Earnings (Quebec Pension Plan)</i>				
Case analysis, legal opinion and reevaluation				

¹ Warning. The case law research does not constitute an exhaustive list of all available case law and cannot, at any time, replace a complete and detailed research of case law applicable in such cases. The selection of case law given to you derives from an arbitrary choice, motivated by the nature of the claim or the reasons supporting your defense. There are many other decisions that may apply and be more beneficial to your case.

SAMPLE B (continuation)

	SERVICES TO BE RENDERED BY THE LAWYER / INITIALS	TIME LIMIT	TASKS TO BE PERFORMED BY THE CLIENT / INITIALS	NEW TASKS OR NEW SERVICES / INITIALS
Communications with the other party				
Case law research and trial preparation				
Inscription for proof and hearing				
Drafting the statement of the family patrimony				
Declaration that a file is complete				
List of the exhibits and exhibits				
Attestations of birth				
Subpoenaing witnesses				
Legal representation at trial				
Execution of judgments				
Others : Other examinations of the parties - reception of undertakings - pleading of objections				

	SERVICES TO BE RENDERED BY THE LAWYER / INITIALS	TIME LIMIT	TASKS TO BE PERFORMED BY THE CLIENT / INITIALS	INITIALS/ NEW TASKS OR NEW SERVICES / INITIALS
Preparation of offers to settle				
Settlement negotiations				
Representation for Settlement conferences or mediation sessions				

IDENTIFICATION OF ISSUES EXCLUDED FROM THE LIMITED RETAINER

1. The undersigned lawyer has received a limited mandate from Mr./Ms. _____ to perform services as more fully described in the Mandate.

2. Based on the information provided and the material considered, I have informed Mr./Ms. _____ that it is important for his/her file to consult a professional about the following topics which are likely to affect the outcome of his/her case:

[list all aspects identified in the file that are not included in the limited mandate and which are likely to affect its outcome (ex. : medical reports, psychosocial evaluation, tax aspects, etc.)]

[assess the claim for damages or the value of the object of the dispute]

[list any subsequent steps, applicable deadlines and deal with any time limitations]

SIGNED IN _____, ON _____ 20____.

Lawyer's signature

Received by :

Client's signature

SCHEDULE II

TERMINATION OF MANDATE
REPRESENTATION BEFORE THE COURT

FILE NO...

IN THE _____ COURT

1. I gave Mr./Ms. _____ a limited mandate to appear and to represent me before the court. The services to be rendered are described in Schedule I of the mandate.
2. I understand that Mr./Ms. _____ will provide no services other than those listed in Schedule I.
3. I agree that the mandate given to Mr./Ms. _____ will expire as soon as all the services identified in Schedule I have been rendered. I agree to sign the attached Revocation of the Mandate together with the mandate.
4. If the court requires Mr./Ms. _____ to render additional services to those listed in Schedule I, I agree that I will be charged \$ _____ per hour for these additional services. I also agree to sign a new mandate for these additional services required by the court.

IN WITNESS WHEREOF, I HAVE SIGNED IN _____, ON
_____ 201__.

Client's signature

Received by :

Lawyer's signature

CANADA
PROVINCE OF QUEBEC
DISTRICT OF _____

COURT

NO :

PLAINTIFF

VS

DEFENDANT

REVOCATION OF MANDATE
(Personal appearance)

I [Plaintiff/ Defendant], _____, hereby revoke the mandate of
Mr./Ms. _____ (effective date).

Furthermore, I [Plaintiff/ Defendant], _____, appear personally before this
Court.

_____, on _____

[Plaintiff/ Defendant]

Address [Plaintiff/ Defendant]

Phone number [Plaintiff/ Defendant]

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