

THE LAW SOCIETY OF SINGAPORE

PRACTICE DIRECTION 7.4.1

[Formerly PDR 2013, para 68; PDR 1989, chap 6, para 10]

CORRESPONDENCES TO POTENTIAL CLIENTS WHERE LEGAL PRACTITIONER IS PERMITTED TO ACT FOR MORE THAN ONE CLIENT IN A TRANSACTION

In circumstances where a legal practitioner is permitted to act for more than one client in a particular transaction, the legal practitioner should be mindful of the danger of using phrases which can be construed as an invitation to employ the legal practitioner, which will infringe the rule against touting. Thus, even if the legal practitioner has been informed by his/her client that the other party wishes to retain the legal practitioner to act for him/her, it is suggested that his/her initial correspondence to the other party should take the following form:

“I understand from my clients that they have arranged to sell to you the above property at the price of ____ subject to contract, and that you would like me to act on your behalf. While I should be happy to act for you if you so wish, I would point out that you are not bound to employ me and are entitled to instruct any other legal practitioner of your own choosing. Will you please therefore, either confirm in writing your wish that I should act for you, or let me have the name and address of the legal practitioners who will act for you.”

In contrast, the use of the following sentence in a letter, without more, infringes the rule against touting as it does not make clear that the recipient is entitled to instruct a legal practitioner of his/her own choice:

“If you want us to act for you, please instruct us accordingly, or if you have your own legal practitioners, please instruct them to contact us.”

If a legal practitioner for one party does not know who is to act for the other party to a conveyance, the letter to the other party should take the following form (according to Sir Thomas Lund, “Guide to the Professional Conduct and Etiquette of Solicitors” (The Law Society, 1960) at page 7):

“I understand from my clients that they have arranged to sell to you the above property at the price of _____ subject to contract. In order that the matter may proceed, will you please let me know the name and address of the [legal practitioners] who will be acting for you.”

Date: 31 January 2019

THE COUNCIL OF THE LAW SOCIETY OF SINGAPORE