

THE LAW SOCIETY OF SINGAPORE

PRACTICE DIRECTION 7.4.2

[Formerly PDR 2013, para 6; PDR 1989, chap 1, para 8(b)]

**RESERVATION OF RIGHTS IN WARRANT TO ACT OR LETTER OF
ENGAGEMENT**

Any difficulty to a solicitor seeking to terminate his/her retainer may well be averted by inserting an appropriate reservation of right in his/her client's Warrant to Act or Letter of Engagement. This reservation could be to the effect that the legal practitioner may at any time discharge himself/herself based on the grounds set out in rule 26(5) of the Legal Profession (Professional Conduct) Rules 2015 (S 706/2015) ('PCR 2015'), while observing the obligation in rule 26(6) of the PCR 2015, to take reasonable care to avoid foreseeable harm to the client.

Without a suitable reservation of right, a legal practitioner who obtains his/her discharge may well expose himself/herself to a claim for damages in the event his/her withdrawal leads to the dismissal of his/her client's claim or the recovery of judgment against his/her client when there is a valid defence.

Date: 1 June 2018

THE COUNCIL OF THE LAW SOCIETY OF SINGAPORE