OCTOBER 2016

Exercise Caution When You are Asked to be The Lawyer “For The Deal”

Whenever a lawyer is approached by parties to a transaction (“a deal”) and asked to simply draw up the papers to effectuate what the parties have already negotiated, the lawyer should be very cautious. No matter how much both parties appear to agree to the terms of the deal, the risk is that later one or more of them will become dissatisfied and then blame the lawyer for the source of the dissatisfaction. It is best if a lawyer never agrees to represent all parties, and that the lawyer clarifies in writing who the lawyer is representing and who the lawyer is not representing. Although some parties to a transaction might not see the need to obtain independent counsel, a lawyer should make it clear to any unrepresented party (and even to represented parties) that the lawyer only represents a specific party and that those who are not clients should not rely on anything the lawyer says, as the lawyer is not representing them, is not giving them advice and is not there to protect their interests.