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Employment of Disbarred Attorney by Another Attorney

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itself to the class of cases which it has heretofore considered and in which a collection agency or a law list derives an advantage from the guaranty of the faithfulness of a lawyer in remitting commercial collections committed to his charge through their agency. The question however is predicated upon a hypothesis which is broader than any previous statement of the Committee's opinion. If the hypothesis of the question is to be deemed limited to the cases in respect to which the Committee's previous opinions have by their terms been strictly confined, the foregoing answer is, in the opinion of the Committee, an adequate reply to the question; but if the question undertakes to assume, as it apparently does, that there is no situation in which an attorney can properly submit to the guaranteeing of his fidelity, then the Committee does not admit the truth of the hypothesis and consequently could not follow it to its logical conclusion.

There are many relations in life in which the guaranty of fidelity is an essential feature of the relationship—such as the bonding of executors, administrators, receivers, assignees for the benefit of creditors, employees or appointees of the Federal Government, officers of private corporations, etc. In these cases the fact that the incumbent is a lawyer is not recognized as a reason why he should be exempted from complying with the rules which have been adopted out of precaution for indemnifying against infidelity. The Committee is not of the opinion that in such cases lawyers should be regarded as an exempt or privileged class.

**QUESTION NO. 186**

**EMPLOYMENT OF DISBARRED ATTORNEY BY ANOTHER ATTORNEY—DISAPPROVED.**—A. Can an attorney who has been disbarred by the courts from practicing law assist another attorney, not disbarred, in preparing papers, either complaints, answers or other legal documents, for or without remuneration? B. Is the attorney who employs the disbarred attorney guilty of unprofessional conduct?

**ANSWER NO. 186**

In the opinion of the Committee:

(a) The right of the disbarred attorney to perform the services described in the question depends upon the construction of laws which probably vary in different jurisdictions (e. g. in New
York, upon a construction of Section 88 Judiciary Law. See People v. Alfani, 227 N. Y. 334; People v. Title G. & T. Co., 227 N. Y. 366). This Committee does not undertake to pass upon such questions of construction.

(b) If, as a matter of law, the disbarred attorney is forbidden to render the services described in the question, then it is clearly improper for the practicing attorney to employ him for their performance. And, as a matter of professional propriety, the employment, by an attorney in good standing, of a disbarred attorney to perform any duties that lie in a doubtful zone between practising law and not practising law (including the duties specified in the question), should, in the opinion of the Committee, be disapproved because such employment tempts and conduces to the violation of the plain intendment of any decree or order of disbarment. It cannot be doubted that disbarment is always and everywhere intended to deprive the disbarred attorney of the right to practice law, and even if the disbarred attorney be employed to render such services only as may not constitute "the practice of the law," yet there is in every such case the danger and likelihood that he will, under cover or cloak of such employment, perform such other services, either for his employer or for his own account, as under any construction of the law do constitute such practice.