

The relation between the attorney-at-law and his client based on the mandate contract

In my dissertation I have described the relation between the attorney-at-law and his client based on the mandate contract and the legal regulations, what refers about it. This relation is established generally by signature of the contract of rendition of legal aid, but sometimes the relation between attorney-at-law and client comes into being by the decision of court or by institution of Czech bar association. At the beginning of my dissertation I explicated the notions as attorney-at-law, client, mandate contract and then in the most important chapter the content of this relation. It means discretions and duties, what have the subjects of this relation.

All of these discretions and duties are defined in the Advocacy Act, in the Commercial Code and in professional regulations of the Czech bar association for example Ethics Code, Disciplinary Code or Layer's fee. I mentioned about the duty of the attorney-at-law to defend and promote of the interests of client, duty to give notice to the client, duty to behave conform the client's suggestions, duty to reticence, duty to have the adequate documentation, duty to insure against the responsibility for damage, discretion of the fee – contract fee or noncontractual fee and so on. I have also mentioned some principles, what the attorney-at-law has to adhere, it means independence, integrity and conscientiousness.

At the end of my dissertation I explicated the possible ways how to finish the relation between attorney-at-law and his client. It could be done on grounds of the legal act of the attorney-at law or of the client, other way is in consequence of the legal happening – it means death of the attorney-at-law or of the client, lapse of time for what was the treaty concluded or resulting impossibility of observance by attorney-at-law or by client.