

## Want to hire a cheap lawyer, watch out! (Part 2)

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When contemplating which attorney to hire, price is typically a factor, but some people seem to weigh it too heavily and end up with the cheapest attorney they can find. Not only do they run the increased risk that their chosen attorney could cut corners (Want to hire a cheap lawyer, watch out! (Part 1)); but the client also runs the increased risk of their attorney making mistakes, by either action or inaction. The point this post makes is that federal law states that those mistakes are attributable to the client.

Yes, that is right; whatever mistake the attorney makes is yours to keep. One may think they can simply say they did not know what the lawyer was doing and any mistake will not be determined to be their fault. But the law of the land as established by the United States Supreme Court says differently. Pioneer Inv. Ser. Co. v. Brunswick Assocs Ltd. P'ship., 570 US 380, 396 (1993). And lower courts follow this precedent; the United States Court of Appeals for the First Circuit has followed the "widely accepted rule" that the attorney's mistakes are attributed to the client. KPS & Assocs., Inc. v. Designs By FMC, Inc., 318 F. 3d 1, 16 (1st Cir. 2003) ("[I]n this circuit we have consistently 'turned a deaf ear to the plea that the sins of the attorney should not be visited upon the client'") *quoting* Farm Constr. Servs., Inc. v. Fudge, 831 F.2d 18, 21 (1st Cir. 1987). Simply put, the law is that "clients must be held accountable for the acts and omissions of their attorneys." Pioneer Inv. Ser. Co. v. Brunswick Assocs Ltd. P'ship., 570 US at 396.

You may have found this blog from a search like "bankruptcy attorneys in Massachusetts" or "litigation attorneys in Massachusetts" or "identity theft attorneys in Massachusetts" or "foreclosure defense attorneys in Massachusetts" or "debt collection abuse attorneys in Massachusetts" or something similar. You may be "shopping around" attempting to obtain quotes for legal services to address your situation. If price is a major factor, we hope you consider this post before making it the only factor, and choose wisely.

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