

Mirsky • Pascoe

BARRISTERS SOLICITORS & NOTARIES

WILLS & POWERS OF ATTORNEY RETAINER

Consent to Act for Both Parties

1. We retain Lawrence Pascoe to advise us on all legal matters related to the drafting and execution of our Wills, Continuing Powers of Attorney for Property and Personal Care Powers of Attorney.
2. It is understood that Lawrence Pascoe is not responsible for any tax planning regarding our present financial situation or for our estate as he is not a tax specialist.
3. It is understood that we are responsible for;
 - a. providing accurate information on the ownership and value of our assets and debts,
 - b. providing accurate spelling of the names of our estate trustee(s) and beneficiaries.
4. Lawrence Pascoe will be compensated on the basis of his posted fee schedule which in our case is \$_____. It is further agreed that he will also be compensated if additional time is expended by him or his assistant above and beyond the usual time required because of unforeseen circumstances.
5. We will pay Lawrence Pascoe's fees after the first consultation, which money will be held in trust until the work is performed, or we will sign a credit card authorization at the first consultation to be charged when the work is completed.
6. We acknowledge being advised by Lawrence Pascoe;
 - a. that he represents us jointly, and we expressly consent to him acting in this capacity,
 - b. that all information received in connection with this matter from either one of us cannot be treated as confidential where the other joint party is concerned, and that the rules of the Law Society of Upper Canada require that when law firms represent clients jointly, the lawyer must raise certain issues with each of the joint parties and obtain their consent on the course to be followed if a conflict arises,
 - c. that if a material conflict arises between us which cannot be resolved, Lawrence Pascoe will advise us thereof, and it may be necessary for Lawrence Pascoe to discontinue acting for either party.

DATED at Ottawa, Ontario, this _____ day of _____, 20_____

Client's Signature

Client's Signature