

PROFESSIONAL NEGLIGENCE IN THE INDUSTRIAL PROPERTY PRACTICE¹

(MORALS OF A LEGAL CASE)

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CONTENTS:

1. INTRODUCTION
2. BACKGROUND
3. CLAIM FOR DAMAGES BEFORE THE COURT AGAINST LEGAL REPRESENTATIVE
 - 3.1. FIRST INSTANCE COURT PROCEEDING
 - 3.2. APPEAL
 - 3.3. REVISION PROCEEDING
4. CONSEQUENCES & FINAL REMARKS

1. INTRODUCTION

Professional representatives (patent attorney or attorney-at-law) empowered to act for clients seeking legal remedies in industrial property matters are responsible, under their mandates, for handling the matters professionally and diligently, prescribed in legal rules. A representative is responsible generally for the results of his acts only if he acts against the law or against the interests of his client.

Obviously, serious professional errors, violations of the law, cases of so called “professional negligence” must have been occurred in the national or international IP practice, but despite extended researches, we could not find trace of a single case where the competent court declared professional negligence in its decision and obliged the professional representative committing negligence to pay damages, and this fact was published in a publication. The subject matter of this paper, therefore, is an extremely “rare bird”.

The risk of committing a professional negligence – just as Sword of Damocles – hangs permanently over the heads of each patent attorney and lawyer practising with due care, experience, caution and thoroughness. There is nothing wrong in this risk, naturally and even this constant feeling of risk can keep the necessary warning alive for the legal representative noticing that industrial property is a special field of law that requires han-

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dling of cases with utmost care. As it can be seen in the following case, this risk is not taken sufficiently seriously by each and every legal practitioner.

Due to the curious character and rarity of this topic, we would draw your kind attention to the following case informing about the occurrence of professional negligence of a legal representative, and the judicial decision ruling of a claim for damages. The summary of the case is based on a court decision in Hungary that became final recently.

2. BACKGROUND

On January 10, 1992, an inventor visited an attorney-at-law (dr. K), member of a law office in Budapest, and entrusted him the legal representation of his planned patent application relating to the invention titled „Valve”. Dr. K accepted this mandate. By August 5, 1993, the patent application was filed with the Hungarian Patent Office on behalf of the client.

Unfortunately, dr. K deceased unexpectedly on March 14, 1998. Under the request of the head of the law office, this case was transferred to an attorney-candidate (dr. S).

A decision on publication of this patent application was issued by the Hungarian Patent Office (thereinafter referred to as HPO) on November 24, 1998, and following to the substantive examination, a decision on patent granting was also issued by HPO on March 1, 1999.

Due to the fact, however, that maintenance fees had not been paid in the prescribed period, the HPO declared in its decision of September 9, 1999 that the patent protection ceased to exist any more. Since a restoration period had also expired without any execution, the decision pronouncing that the patent protection lapsed became final.

The inventor became aware of the contents of the above decisions on August 18, 2000 only, when he visited the HPO upon his own resolution. Consequently, he was surprised to learn that the patent was already granted, but the protection of the patent finally lapsed in the meantime, due to lack of payment of the prescribed annual fees.

Following to the perception of this serious loss of rights, the inventor visited his legal representative and felt aggrieved over the lack of information and negligent handling of the case and, at the same time, he claimed for damages due to the breach of contract of the law office.

The legal dispute between the parties could not be settled out of court, therefore, the inventor filed a lawsuit against the law office.

3. CLAIM FOR DAMAGES BEFORE THE COURT AGAINST LEGAL REPRESENTATIVE

3.1. FIRST INSTANCE COURT PROCEEDING

The inventor filed his claim at the Pest Central District Court [of Budapest]. He claimed for damages due to the breach of agency contract against the defendant law office, in the amount of 9.8 million HUF (eqv. EUR 40,000) for ungained profits and related interests as well as payment of the legal expenses.

The plaintiff presented in his claim that the behaviour of the defendant was unlawful, breaching the rules on lawyer's liabilities. These facts are in causal relation with the consequence that he lost patent protection and in the absence of patent protection, he lost his profit that could have been gained from manufacturing and marketing under his exclusive right.

The defendant admitted, that in principle, the agency contract does not cease to exist by the death of a member of a law office, but pointed out that „*according to the principle of*

confidence, he called the plaintiff to grant a new power of attorney for another member of the law office and in lack of this power, the agency contract shall be terminated.”

The following statement of case was disclosed by the first instance court in its decision³ with respect to the evidence in possession, testimony and expertises:

1. The plaintiff gave a power – according to the draft made by January 10, 1992 - to dr. K, a member of the defendant law office, to represent him in the patent application proceeding. On August 5, 1993, the defendant filed a patent application titled „Valve” at the HPO on behalf of the plaintiff.
2. Advocate dr. K deceased on March 14, 1998, but the defendant missed to inform the plaintiff about this fact.
3. The plaintiff became aware of the death of his legal representative in October 1998 only, when he visited the law office upon his own will. He was orally informed that due to the order of the head of the law office, all cases represented by the deceased attorney, including his case, were taken over by an attorney-candidate, dr. S.
4. The decision on publication of the patent application was sent to the defendant law office on November 24, 1998 by the HPO informing the representative that the patent application shall have been published on January 28, 1999 and, at the same time called the applicant to pay annuities for the first 6 years before the end of a 6 month grace period. The defendant did not forward this decision to the plaintiff and did not give him any information on its contents.
5. On December 1, 1998, the attorney-candidate, Dr. S asked the plaintiff in writing for contacting him in this matter, but he did not sent - even as an enclosure – the decision of the HPO dated November 24, 1998. The plaintiff did not contact him then, but did it later.
6. In its decision dated March 1, 1999, the HPO informed the defendant that a patent of invention was granted. This decision was accepted by the defendant law office, with a written acknowledgement of receipt on March 24, 1999, but defendant did not advise the plaintiff about its contents.
7. In its decision of September 9, 1999, the HPO informed the defendant that the final patent protection lapsed due to non-payment of the annual fees. This decision advised also how long the patent can be restored, together with removal of defects. According to the acknowledgment of receipt, this decision was accepted on September 14, 1999, but defendant did not forward it to the plaintiff nor even informed him about its contents.
8. Since the annual fees were not paid until the latest possible term, the lapsing of the patent became final. The plaintiff became aware of this fact on August 18, 2000 only, when he – upon his own will – visited the HPO personally. He became aware of the contents of the other decisions of the HPO at the same time, too.
9. Subsequently, upon decisive call of the plaintiff, dr. S sent the documents in his possession to the plaintiff on August 23, 2000. Among these documents, he also sent a copy of his letter dated December 1, 1998 in which he – supposedly – informed the plaintiff about the decease of the advocate.

³ *Judgement of the first instance Court of September 29, 2005 (Case No. 13.P.89.320/2001/83)*

THE MAIN STATEMENTS OF THE FIRST INSTANCE COURT DECISION:

- a) The claim of the plaintiff is predominantly well-based.
- b) According to Art. 318. of the Civil Code⁴ of Hungary (CC.), the rules of liability for damages caused outside a contract shall be applied on liability for breach of contract, as well as for the amount of compensation.
- c) Pursuant to Art. 339 (1) of CC., the one who causes damages contrary to law, shall recover these damages. He shall be exempted provided that proves that he acted as how it was expected in the given situation.
- d) According to Art. 164 (1) of the Civil Procedure⁵ the plaintiff had to prove in the present litigation that the behaviour of the defendant was contrary to law and the amount of ungained profit, as well as the causal relation between these, while the defendant was entitled to prove that he acted just as it was expected in the given situation.
- e) Under Art. 24 (7) of the Act on Advocates⁶ (AA.), the mandate given to dr. K did not cease to exist by the death of dr. K, but this was the law office that became mandatory. Consequently, the defendant, as a mandatory, was obliged to represent the plaintiff and act for him subsequent to death of dr. K.
- f) As to the termination of the agency contract, the judgement referred to Art. 24 (1) of AA., providing that an advocate is entitled to terminate a mandate accepted by him in writing at any time, without offering an explanation. The denunciation period is 15 days counting from the notice to the client. However, an advocate is obliged to act for his client during the termination period. According to Art. 321 (1) of CC., a termination letter has to be a decisive legal declaration exactly indicating the date of termination. In the present case, however, the defendant could not credibly prove the fact that the contract of agency was validly terminated.
- g) The excuse of the defendant in his counter-claim was not accepted by the Court. The judgement referred to Art. 24 (4) of AA., providing that an advocate is obliged to report in writing the termination or limitation of his mandate to the authorities before the mandated case is in progress. The defendant submitted that he informed the HPO about the death of advocate (dr. K) in a letter dated November 3, 1998, asking HPO to send the documents from this date directly to the applicant. But, HPO filed a reply to the question of the Court saying that no letter or notice was received from the defendant law office with said contents. The defendant could not produce a postal receipt as evidence of his statement according to which he sent a request to the HPO for transmitting documents to the Applicant.
- h) The Court concluded that upon the agency contract between the plaintiff and the defendant, the HPO lawfully sent the documents to the defendant law office even in case the HPO would have been explicitly requested to do so.
- i) According to the standpoint of the Court, under the agency contract the defendant was obliged to proceed in the patent application proceeding instead of and for the client. With respect to this, the plaintiff could be confident in handling his case by

⁴ Act No.4 of 1959 on Civil Code of Hungary (CC.)

⁵ Act No. 3. of 1952 on Code of Civil Procedure (CP.)

⁶ Act No. 11. of 1998 on Advocates (AA.)

the defendant correctly. The letter sent by the defendant to the plaintiff did not contain any substantial details and even did not refer to the publication of the patent application.

- j) In connection with the substitute representative of the law office, the judgement referred to Art. 24 (7) of AA. providing that in the event of death of any members of the law office, the head of this law office is obliged to appoint another member to act on behalf of him. In this case, the head of the law office unlawfully appointed dr. S., who was an attorney-candidate from February 1996 to March 31, 1999, and what is more, he did not even inform the plaintiff about this fact. On the other hand, it was generally the attorney-candidate, who informed the clients on the termination of the agency contract, although the head of the law office was obliged to do so.
- k) As a result of the above, the Court decided that the defendant could not excuse his act because he could not give evidence that he acted in the particular case, as it was proper in the given situation nor he obeyed the provisions of the AA. (e. g. Art. 24) and the regulations of agency contract. The plaintiff, being a laic in legal matters, hired an advocate just to be given aid of a legal expert. He was right to expect that the defendant followed the rules of his profession, which must be „*a higher level of social expectation*”.
- l) The Court, having examined the causal relation between the illegal behaviour of the defendant and unearned profit of the plaintiff, stated as follows:
„The causal relation was to be stated undoubtedly because it is not discussed that if the defendant had proceeded according to the agency contract and had accomplished his obligations which were prescribed by legal regulations and had fulfilled his duty to inform his client, obtaining final patent protection and under exclusive manufacturing and marketing right, the profit of the plaintiff would not have been lost. It is clear that the plaintiff lost final protection and the profit due to lack of protection.”
- m) According to the standpoint of the Court, in lack of patent protection, the plaintiff is not protected against unlawful imitators, so his market position was essentially weaker against competitors. A party adversely affected should not ab ovo loss-making activity just for being able to prove his effective loss. Thus, according to the final standpoint of the Court, *„the amount of damages in the present case is equal to unearned profit of the plaintiff”*.
- n) In connection with the amount of the unearned profit, the judgement cited Art. 355 (1) of CC., providing that the person liable to damages is obliged to restore the original situation, and if it is not possible or it is not required by the party adversely affected with due cause, he is obliged to reimburse the damages of the party adversely affected.
- o) The unearned profit of the plaintiff was examined by the Court upon opinion of an expert assigned by the Court, and concluded that *„a net profit of 33.6 million HUF (eqv. EUR 136,000) is to be taken into consideration for a period of 12 years, thus, the amount of the unearned profit is yearly 2.8 million HUF” (eqv. EUR 10,500)*.
- p) Since the plaintiff claimed in his action for unearned profits in the amount of 9.8 million HUF (eqv. EUR 40,000), equal to profits counted to 3.5 years, and fits in the 12 years period, the Court obliged the defendant accordingly.

- q) Furthermore, the judgement obliged the defendant to pay interests in the amount of approximately 5.7 million HUF (eqv. EUR 25,000) and court costs of litigation in the amount of approximately 1.0 million HUF (eqv. EUR 4,000).

3.2. THE APPEAL

The defendant submitted an appeal at the Metropolitan Court (MC), asking partial amendment of the first instance judgement and dismissal of the court action. According to his argument, the first instance Court was wrong in the statement of the case as to the legal grounds, the amount and in respect to the causal relation between the defendant's conduct and the damages, moreover, some evidence was not taken into consideration, and in deciding the amount, misrespected the regulations of the Code of Civil Procedure.

As to the legal cause, even the defendant did not contest that the death of Dr. K did not terminate the mandate. According to his standpoint, however, the damage was not proven by the plaintiff, and he did not suffer any damages in causal relation with the conduct of the defendant. He declared that he acted according to the professional rules, and bad faith conduct of the plaintiff should not be taken out of consideration, and he should not be blamed with the negligence of the plaintiff.

In his connecting appeal, the plaintiff increased his claim with the amount of 10 million HUF to 19.8 million HUF, and asked for obligation of the defendant accordingly. Moreover, in his counter-claim, he appealed for maintenance of the first instance judgement, referring to the correct reasoning thereof.

In its judgement⁷, the Appeal Court approved the first instance decision in the merits and its reasoning as to the breach of contract by the defendant and his compensation liability therefore. However, the Appeal Court partially amended the first instance judgement, decreasing the amount of the obligation of the defendant from 9.8 million to 0.513 million HUF (eqv. EUR 2,050), and dismissed the remainder.

THE REASONING OF THE SECOND INSTANCE COURT IS AS FOLLOWS:

1. The Appeal Court agreed that the defendant committed breach of the agency contract. The defendant did not prove in the court proceeding that this contract was ended due to termination. Therefore, the plaintiff missed to pay annual fee following to the breach of contract by the defendant, and as a consequence, he lost the final protection of the patent. Consequently, the defendant is obliged to reimburse the damages caused in causal relation to his breach of contract.
2. Furthermore, the first instance Court was right to conclude that the plaintiff missed the term for paying the annual fees in lack of knowledge of the official action, and as a consequence, he lost his patent protection.
3. However, the Appeal Court found erroneous that the first instance Court identified the damages of the plaintiff in the amount of his ungained profits related to manufacturing or marketing. Referring to the Patent Act (PA.).⁸ The Appeal Court stated that the holder of the patent has exclusive right for exploitation of the invention. According to Art. 27 (1) of PA., under a patent license contract, the patentee licenses to exploit an invention and a licensee exploiting the invention is required to pay royalties.

⁷ *Judgement of the Metropolitan Court of June 28, 2006. (Case No. 45.Pf.630.027/2006/5.)*

⁸ *Act No. 33 of 1995 on the Protection of Inventions by Patents (Hungarian Patent Act) Art. 19 (1)(PA.)*

4. The possible amount of royalty was fixed by the second instance judgement in the amount of 10 % of the profit, pointed out that *„as the base of royalty, the Metropolitan Court of Appeal, having accepted the expert opinion, concluded that the amount of the ungained royalties is 10 % of the whole profit projected to a 10 years period that can be realistically taken into consideration, i.e. 1.026 million HUF and this equals in fact to the real damage suffered by the plaintiff.”*
5. Referring to Art. 340 (1) of CC., the Appeal Court stated that due to participation of the plaintiff with his ascribable conduct, consequently the damages between the parties should be divided. The plaintiff was negligent when he left the letter of the defendant dated December 1, 1998 without any answer. This neglect also contributed to the unawareness of the plaintiff of the obligation and the term of paying the annual fees.
6. The extent of neglects of the parties was judged as equal in the final judgement, and the MC compelled the defendant to pay damages in the amount of 0.513 million HUF (eqv. EUR 2,050), dividing the liabilities of the parties in 50 – 50 percents.

3.3. REVISION PROCEEDING

An appeal for revision was filed against the second instance judgement by the plaintiff with the Supreme Court (SC) of the Hungarian Republic. In the appeal, he asked for invalidation of the final judgement and obligation of the defendant to pay an amount increased to 19.8 million HUF (eqv. EUR 80,000). On the other hand, the defendant asked for maintenance of the final judgement.

The SC, as third instance revision Court, pronounced in its judgement⁹ that the appeal for revision was well-based partly for the following reasons:

1. Since the defendant did not contest the final judgement in respect of the breach of contract nor the liability for damages, the SC considered the final judgement as authoritative in the revision proceeding.
2. The plaintiff claimed in his action for obligation of the defendant to reimburse his financial and immaterial losses due to lapse of final patent protection. As to the financial loss, he tried to enforce the reimbursement of his ungained pecuniary advantage originating from the profit ungained in lack of manufacturing or marketing. According to Art. 355. (4) of CC. *„as a pecuniary compensation, the loss of value of the assets of the party adversely affected and the pecuniary advantage ungained, and, moreover, the compensation or expenses are to be reimbursed that are necessary for the party adversely affected to decrease or removal of this pecuniary or non-pecuniary loss”*.
3. The SC pointed out that according to Art. 19. (1) of PA, patent protection afforded the holder of the patent an exclusive right to exploit the invention. The commentary of the Act pronounced in this respect that:
„ The exclusive right to exploit means essentially and first of all that the patentee is entitled to manufacture on his own or offer for sale an object which is the subject matter of the invention or he is entitled to utilise the subject matter of the invention within his own economic activity. According to Art. 19 (2) of PA. on the basis of the exclusive right of exploitation, the patentee shall be entitled to prevent any person not

⁹ Judgement of the Supreme Court of Hungary dated February 14, 2007 (Case No. Pfv.IV.21.969/2006/6)

having his consent from utilising the subject matter of the invention for economic purposes”.

4. Furthermore, a patent entitles the patentee – according to Art. 27 of PA.- to grant licence for others in an exploitation contract - requiring to pay royalties - to exploit the invention. According to Art. 28 of PA. a right of exploitation can be exclusive or in a given case the patentee can also be entitled to exploit the subject matter of the invention himself.
5. Moreover, the reasoning for the PA. states that *„the patentee is also entitled, under Art. 25 of the PA., to transfer his rights derived from the invention and patent protection. Consequently, a patent is an immaterial right that grants the patentee to exploit it several ways and consequently, take gain from different exploitations.”*
6. In accordance with Art. 355 (4) of CC., compensation for the entire loss of income due to the lack of manufacturing can be claimed only, when the patentee, due to illegal conduct, finally lost the opportunity to manufacturing and marketing the subject matter of the patented invention. The judgement emphasizes in this respect as follows: *„It is undoubted that the plaintiff objectively did not lose – as a consequence of the misconduct of the defendant – his opportunity of manufacturing or marketing the product himself. However, the plaintiff had opportunity for doing this, even before or after the publication of his patent and this opportunity is also open in the future. It is not applicable, therefore, that the plaintiff would have lost, in causal relation with the illegal conduct of the defendant, his opportunity to manufacture and market the products related to his invention.”* It is obvious, therefore, that *„the plaintiff is not entitled to claim, as a pecuniary advantage he has lost, the entire loss of income coming from the manufacturing never started by him or never intended to be continued by him.”* According to the Supreme Court, the final judgement was right in saying that *“the plaintiff is not entitled to claim compensation of his loss originating from lack of own manufacturing”*.
7. According to another reason of the judgement *„, independently of this, it can be ascertained, undoubtedly, that the loss of exclusivity of the right to exploit, i.e. the loss of immaterial right, is such a loss, which justifies compensation for material and immaterial damages. In case of own manufacturing, indeed, the exclusive right to exploit for the patentee, as a manufacturer grants an advantage in relation with the competitors, which can help to him to sell the protected product eventually on a higher price, gaining more profit or in a safer way than the other products of similar character. The loss of this competitive advantage in the competition has an unfavourable impact on the intention when starting manufacture.”*
And this loss constitutes a financial damage that *„is justified to be judged for the plaintiff as the party adversely affected as a compensation required for its reduction or elimination.”*
Since the exclusive right to exploit is influential not only within a license agreements, it is obvious, that *“the repair of the financial loss suffered by the plaintiff justifies a higher amount of compensation than it had been judged by the second instance Court”*.
8. The SC. pointed out from the expert opinions it was clear that there was a demand for the product to be manufactured according to the invention. In lack of effective manufacturing and marketing, the experts were able to determine the possible income with an appraisal. They estimated the useful results of the invention for the imagined manufacturing by the plaintiff in 10 – 30 million HUF deducting the investment expenses and patent maintenance fees.

9. On the other hand, besides his demonstrable financial loss, *„the plaintiff suffered also non-financial loss in causal relation with the illegal conduct of the defendant and this justifies a compensation for him. The image, goodwill of the entrepreneur taking part in competition is positively affected if he manufactures or otherwise utilises products under his patented invention. The plaintiff lost this favourable consideration because his patent lapsed, immediately after granting. ”*
10. In the SC's view, the second instance Court was right to conclude that the loss is ascribable to the plaintiff as well. The plaintiff should have proceeded in the patent matter in progress with due care and caution, subsequent to the death of his empowered lawyer. Although the agency contract with the law office did not cease, the defendant missed to appoint a new advocate being entitled to act independently. It is ascribable to him as well that he did not react to the letter of the referent appointed by the defendant addressed to him in 1998.
11. According to the reasoning, it also should be considered that the plaintiff, due to his earlier inventor's activity and participation in patent proceedings, was not completely unfamiliar in handling patent matters. At the same time, the SC. found exaggerated, that *“the liability of the parties was judged as equal in the final judgement”*.
A law office acts for the representation of his client in possession of a special professional knowledge, *„therefore, his responsibility for causing damages to the client due to defected handling of the case is even heavier than the client's responsibility”*.
12. The Supreme Court invalidated the final judgement, partly amending the judgement of the first instance Court, decreased the amount of the obligation to 2.5 million HUF (eqv. EUR 10,000).

Thus, the above compensation litigation is closed validly and finally.

4. CONSEQUENCES & FINAL REMARKS

The present case proves that industrial property is a special field of the law, demanding supplementary requirements to experts rendering professional representation. We mention only as an example that in contrast to other fields of civil law, here are several preclusive time limits, non-abeance of which could cause irreparable harm to the client (e.g. lapse of the exclusive right to the patent due to lack of payment of maintenance fees).

Experts who want to act as professional representative in this field, have to be prepared in due time to these special requirements, for instance, with proper office administration system, thoroughful manual and/or computerised agenda of terms, just to avoid similar compensation litigations.

Reverting to the cited case, after thoroughful examination of the details, we cannot conceal our opinion about the compensation for financial and non-financial losses judged validly in the revision proceeding in the amount of 2,5 million HUF (eqv. EUR 10,000) is inequitably less, we can say, by order of magnitude less, than the sum that would be equitable in proportion of the significant loss caused by the defendant with his serial illegal and luxurious conduct to the plaintiff. The defendant, namely, deprived his client of the Hungarian patent protection of his invention which met high requirements (including world-wide/ absolute novelty and inventive step (a qualitative precondition for patentability of inventions) as well as of the exclusive right originating from this protection.

As to the amount, we agree rather with above mentioned standpoint of the first instance Court, declaring an amount of 33.66 million HUF (eqv. EUR 136,000), supported by the expert opinion. The finally judged HUF 2.5 million (eqv. EUR 10,000) consist only

7,4 % of the pure profits, which seems to be not only in proportion but even in absolute figures inequitably small amount.

We were informed that the approximately 15 years long litigation proceedings presented in this paper and even its outcome discouraged the plaintiff as an inventor for all his lifetime to participate in patenting proceedings and/or to hire legal representatives and/or to take part in related litigation. At the same time, we are far from being convinced that the relatively small amount of compensation is not proportional in comparison with the extent of the illegal act and did not constitute a serious sanction and lesson for the defendant who acted illegally in series.

In lack of any other legal remedies, the plaintiff had to acquiesce in the final judgement, but due to the above facts, his concerns and disappointment relating to the law enforcement far from the civil sense of justice remained unchanged – and we can understand this.

We should emphasize one of the specificities of the case that the Metropolitan Court in the appeal proceeding reached an unexpectedly wrong standpoint, even contrary to the provisions of the Patent Act, relating to the possible ways of exploitation of the patent, stating that the plaintiff's loss is limited to the fact only that the plaintiff was not in a position to grant licences. But, this essential error was luckily corrected in the revision proceeding.

Similarly, we consider the fifty-fifty division of liability between the parties pronounced by the Metropolitan Court glaringly inaccurate, bearing in mind, how could the somewhat passive conduct of the laic client be considered at the same level as the negligence, luxury and breeches of contract committed in series by the professional representative, since the latter conduct should have been taken much more seriously. We regret to conclude that this aspect was only partially corrected by the revision proceeding, but it is not reflected enough in the amount of the compensation awarded.

As it is apparent from the above contribution, a litigation relating to compensation of professional negligence could put very heavy financial load on the professional representative that eventually can ruin a smaller law office (despite the fact that at least a part thereof is paid by the insurance company of the attorney following to the compulsory liability insurance contract concluded with a patent attorney or advocate).

Besides this, we should emphasize that a lost compensation litigation of this kind can significantly damage the professional reputation of the professional representative in his country or internationally, and this could eventually be even more serious loss in itself than the pecuniary compensation to be paid.

**BE THIS CASE LEARNED AS A MORAL FOR ALL,
ESPECIALLY FOR YOUNG LEGAL PRACTITIONERS, WHO ARE GOING
TO ACT FOR CLIENTS IN INDUSTRIAL PROPERTY MATTERS!**

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