

Robinson v. Benton
842 So.2d 631 (Ala. 2002)

Facts: In 1991, Dorothy Postle hired Benton, an attorney, to draft her will. After Dorothy's husband's death, Dorothy returned to Benton's office as she wanted to destroy her will and write a new will. Specifically, Dorothy wanted to re-name her beneficiaries under the will. Therefore, at the meeting at Benton's office, Dorothy brought the original will and requested that Benton destroy the will. Dorothy informed Benton who she desired to remove as named beneficiaries. However, Dorothy stated that at some later date she would return to Benton's office to draft the new will. Shortly after this visit, Dorothy became very ill and died. Therefore, Dorothy never returned to Benton's office. A member of Dorothy's family, the Plaintiff, retained an attorney who contacted Benton. Benton informed the attorney that he was instructed by Dorothy to destroy the will; however, Benton had never in fact destroyed the will. Benton also failed to inform Dorothy that he had not in fact destroyed her will.

Issues: (1) Whether Benton owed a duty to third party beneficiaries who were adversely impacted by Benton's failure to destroy the will. (2) Whether Benton owed a duty to the intended beneficiaries based on his alleged violation of the Legal Service Liability Act of Alabama.

Holding: (1) Benton did not owe a duty to third party beneficiaries as there was no privity between the attorney and the beneficiaries. (2) Benton did not owe a duty to the beneficiaries under the Legal Service Liability Act of Alabama.

Reasoning: The general rule is that an intended beneficiary cannot bring a civil action against the attorney unless the duty arises from a gratuitous undertaking by the attorney. In other words, an attorney owes a duty to an individual when it arises out of a contract or when it is a result of gratuitous undertaking by the attorney. The court noted that in common law an attorney owed a duty to a client, not to third parties. The idea is that the attorney must be in privity with the individual, i.e. attorney-client relationship. The court noted to rule otherwise would hold attorneys to almost unlimited liability. Although there are some other jurisdictions which have relaxed the privity barrier, the Alabama court believes that the bright line privity barrier is most desirable. This is because the attorney (more than any other individual) understands the true intentions of their client. If third party beneficiaries were able to bring suit against the grantor's attorney, then the attorney will be unable to zealously represent their client (as the attorney will be afraid of a future lawsuit from the beneficiary). Therefore, only an individual who is a client or an individual who is a result of gratuitous undertaking can sue for legal malpractice.

Further explanation of the facts: If the will would have been destroyed, Dorothy would have died intestate and therefore the Plaintiff and the Plaintiff's sibling would have been entitled to Dorothy's assets/estate. However, the will was not destroyed by Benton. Under the will, four (4) individuals were named beneficiaries which included the Plaintiff and Plaintiff's sibling; however, the Plaintiff and Plaintiff's sibling's proportion of Dorothy's estate were diminished under the will.