

LAWYER TRUST ACCOUNT HANDBOOK

*A practical guide for making trust account decisions.
This non-authoritative document should be used in conjunction
with the text of Missouri Supreme Court [Rule 4-1.15](#) and any
advisory opinions or comments thereto. All interpretations and
decisions relating to trust accounts remain the ultimate
responsibility of the individual lawyer.*

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MISSOURI LAWYER TRUST ACCOUNT FOUNDATION

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The Rules of Professional Conduct impose strict fiduciary standards on any lawyer who holds the property of others. These standards are detailed in Missouri Supreme Court Rule [4-1.15](#), “Safekeeping Property.” As violations of the Rules can result in harsh discipline, including disbarment, it is crucial that lawyers thoroughly understand the rules and employ proper procedures.

This handbook focuses upon a lawyer’s responsibilities for the safekeeping of money held in a trust account. Other types of property held on behalf of clients and third parties must also be safeguarded under a lawyer’s fiduciary responsibility. Specifics related to the manner of retaining items other than money can be found in Rule [4-1.15\(c\)](#) – (g).

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GENERAL PRINCIPLES

The purpose of a trust account is to safeguard client and third party funds from loss. The fiduciary nature of the relationship and the need for public confidence in the legal profession require attorneys to maintain trust accounts separate from the attorney's personal or business operating account and from other fiduciary accounts.

Every Missouri licensed attorney who is engaged in the private practice of law must maintain a trust account if the attorney holds funds for a client or third party, regardless of the amount of funds or the length of time the funds are held. It is permissible to have more than one trust account, but **all trust accounts must be interest-bearing** (unless a specific one-year exemption is granted for the current calendar year by the Missouri Lawyer Trust Account Foundation). The funds may be deposited in a pooled "IOLTA account," which pays interest to the Foundation, or in a "non-IOLTA trust account" for the direct benefit of the client or third party. Under no circumstances can a lawyer benefit directly or indirectly from the monies held in trust.

The responsibility for compliance with trust accounting rules lies solely with the attorney. This duty cannot be delegated away, so all administrative work on trust accounts must be closely reviewed and supervised by the attorney.

TRUST ACCOUNT SPECIFICS

What constitutes "trust funds?"

Rule [4-1.15](#) defines trust funds as funds in a lawyer's possession in which a client or third party has an interest. Examples of trust funds are:

- Client advances for fees until they are actually earned by the attorney;
- Court costs collected from the client;
- Fines collected from the client;
- Real estate conveyance funds;
- Settlement proceeds or awards held for disbursement; and
- Any amounts held in dispute.

Although "flat fees" may be deposited into the operating account upon receipt, it is recommended that the unearned portion of the fee be deposited into the trust account and then transferred from the trust account to the operating account as it is earned. There are no "nonrefundable" fees in Missouri. The only fees that are exempt from refund claims are those fees that were actually earned. Further guidance about items that should be deposited into the trust fund can be found in Formal Opinion 116 located at the end of this handbook.

It is becoming common for lawyers to accept payments by credit card. It is the preferable practice to arrange for all debits to come out of the lawyer's operating account and for deposits to go into the trust account or operating account, as designated by the lawyer, when the transaction is processed. It is not permissible to allow the credit card processing company to have the ability to debit the trust account for chargebacks, fees or for any other purpose.

Most, but not all, companies that process credit card payments will only deposit and debit out of one account. This presents issues as to whether that account should be the operating account or the trust account. There are ethical issues either way. If only one account can be used, the lawyer should use the operating account but should immediately transfer any funds that should be in the trust account to the trust account once they are deposited.

Where should I deposit trust funds?

Rule [4-1.15\(c\)](#) requires trust funds to be deposited in an account separate from the lawyer's own property. The account should be designated as a "Client Trust Account," or words of a similar nature, and maintained in the state where the lawyer's office is situated, unless the client consents to another location. Every client trust account must be either an interest-bearing **IOLTA account**, an interest-bearing **non-IOLTA account**, or a non interest-bearing account exempted for one calendar year under Rule [4-1.15\(i\)\(5\)](#).

IOLTA accounts IOLTA is a program acronym that stands for "Interest on Lawyer Trust Accounts." These accounts are pooled accounts containing client or third party funds that are not sufficient in amount or that will not be held for a sufficient amount of time to justify the expense or time to establish separate interest-bearing accounts. All IOLTA trust accounts must be placed in an eligible financial institution and all interest that is earned is paid to the Missouri Lawyer Trust Account Foundation.

The Foundation is a §501(c)(3) charitable corporation created by the Supreme Court of Missouri in 1984. The Foundation's tax identification number (43-1355525) is attached to the IOLTA account, thus the Foundation is the beneficial owner of any interest that accrues on the account. However, the Foundation does not have any claim or control over other funds on deposit, does not have signatory authority to the account, nor does it receive monthly activity statements on the IOLTA account. The financial institution holding an IOLTA account calculates and reports the monthly net earnings directly to the Foundation. Revenues received by the Foundation are invested throughout the calendar year and then distributed to grantees to support civil legal services to the poor, improve the administration of justice and to promote other programs for the benefit of the public as approved by the Supreme Court.

A list of eligible financial institutions that can hold IOLTA accounts is maintained by the Foundation and can be viewed at its website www.moiolta.org. There are approximately 300 such institutions across Missouri. Eligible financial institutions have written agreements with the Foundation to treat IOLTA accounts comparable to non-IOLTA customers. Thus, IOLTA accounts earn equally competitive interest rates and can only be charged fees that non-IOLTA customers pay. For many institutions, the Foundation negotiated waivers of fees on IOLTA accounts, thus reducing operating expenses for attorney trust accounts.

An IOLTA account may be structured as: 1) a federally insured interest-bearing checking account; 2) a federally insured savings account; 3) a federally insured money market account with check-writing privileges; 4) a sweep account backed by United States government securities; or 5) an open-end money market fund back by United States government securities.

Non-IOLTA accounts These are interest-bearing trust accounts for individual clients and third parties. If a lawyer will be holding a substantial amount of funds or smaller amounts for a long time, the lawyer should deposit those funds in a separate interest-bearing account for the benefit of that client. The client's social security number or employer identification number is attached to the account so interest that accrues is payable as directed by the client. The

definition of “substantial” depends upon the circumstances of each case-- the larger the amount of funds, the shorter the time period needed to justify the establishment of separate accounts for the funds and vice versa.

Funds belonging to more than one client can be pooled in one non-IOLTA account, but detailed and transparent subaccounting is required to compute and pay the net earnings attributable to each client. This can become a complicated and time-consuming task and extreme caution must be taken to ensure no benefit inures to the lawyer or law firm from the deposit of trust funds. Any attorney choosing to utilize a pooled non-IOLTA account must specifically disclose the structure of the account and all tax implications in writing and to have all clients or third parties with funds in the account to consent to those procedures in writing.

FDIC Insurance

An important consideration in determining the proper deposit of trust funds in both IOLTA and non-IOLTA accounts is to ensure that all funds are adequately insured. For many years, there was a limit of \$100,000 in coverage for deposits held in an institution insured by the Federal Deposit Insurance Corporation (FDIC), regardless of the number of owners or beneficiaries on the account. This limit was temporarily increased to \$250,000 as part of the 2008 federal Transaction Account Guarantee Program and will return to \$100,000 on December 31, 2013.

Trust accounts considered agent or fiduciary accounts, however, provide each owner within an account the full amount of insurance coverage under certain conditions. First, there must be proper evidence of the fiduciary nature of the account from the records at the financial institution. This can easily be accomplished by including words similar to “client trust account” in the account name. Second, the attorney must maintain specific records that identify each owner of the funds and the amount they have on deposit. If the lawyer maintains the trust account in a manner that complies with Rules [4-1.15](#), it should qualify as an agent account under FDIC regulations. When reviewing agent accounts, the FDIC will take the client’s other deposits at the same financial institution into consideration in determining the actual insurance limit applicable to each person. If the funds within the trust account are the only funds the client has with that institution, they are entitled the full protection of the insurance limits.

Note: for a limited time, qualifying IOLTA accounts are entitled to enhanced FDIC insurance coverage. **Between November 21, 2008 and December 31, 2009, all IOLTA deposits are fully insured by the Federal Deposit Insurance Corporation if the account is maintained in a participating bank** (a list of non-participating banks can be found at <http://www.fdic.gov/regulations/resources/tlgp/optout.html>). Lawyers should keep abreast of changes to deposit insurance rules and monitor the stability of any financial institution where trust accounts are maintained to fulfill their fiduciary responsibilities.

See www.fdic.gov for summary and detailed analysis of trust account insurance coverage.

Trust Accounts in Another State

Under Rule [4-1.15\(i\)\(3\)](#), an attorney who has an office in another state generally does not need to have a trust account in Missouri, even if the attorney also has an office in Missouri. An exception would be if the attorney maintains an office in Missouri and the out-of-state office is not used on a regular basis. If it is not used on a regular basis, it is questionable whether the attorney is truly maintaining an office in the other state.

What is a “regular basis?” It is not possible to set a bright line definition that would fit all attorneys and all situations. For example, if an attorney maintains an office in another state for

the purpose of meeting with clients, only as needed, such an office would not normally be considered to be used on a regular basis. However, an office that is used routinely, even if it is used less often than the office in Missouri, would normally be considered to be used on a regular basis.

Rule [4-1.15\(i\)\(4\)](#) applies to a multimember firm with members licensed in Missouri and another state. If the only office is in Missouri, the firm must have a trust account in Missouri regardless of the volume of business in another jurisdiction, unless specific consent is obtained from clients or third parties to keep funds in another state. If a firm maintains offices outside of Missouri, Rule [4-1.15\(i\)\(4\)](#) allows trust funds to be kept in another state in an interest-bearing trust account with the interest either being remitted directly to the client or third party, or to the IOLTA program of the state where the account is maintained. These provisions apply equally to solo practitioners who are licensed in more than one state and maintain an office outside of Missouri.

Should I use an IOLTA or non-IOLTA account?

A lawyer must exercise sound judgment in determining whether to deposit trust funds in an IOLTA or non-IOLTA account. Rule [4-1.15\(h\)\(3\)](#) outlines the factors that should be taken into consideration:

- A. The amount of interest the funds would earn during the period they are expected to be deposited;
- B. The cost of establishing and administering a non-IOLTA trust account, for example-
 - a. the cost of the lawyer and staff services,
 - b. bank fees, and
 - c. the cost of preparing any tax reports for interest accruing to a client or third party's benefit;
- C. The capability of a bank or lawyer to calculate and pay interest to those with claims to the funds; and
- D. Any other circumstance that affects the ability of the trust funds to earn income in excess of the costs incurred to secure such income.

The lawyer has an on-going responsibility to regularly review his or her trust account(s) and determine if any change of circumstances require different treatment of funds held in trust.

Rule [4-1.15\(h\)\(4\)](#) states: "The determination of whether the funds of a client or third person can earn income in excess of costs as provided in Rule [4-1.15\(h\)\(3\)](#) shall rest in the sound judgment of the lawyer or law firm, and no lawyer shall be charged with an ethical impropriety or breach of professional conduct based on the good faith exercise of such judgment."

How do I open an IOLTA account?

All IOLTA accounts must be placed in an eligible financial institution. A list of these institutions is maintained at the Missouri Lawyer Trust Account Foundation's website www.moiolta.org, or you can call the Foundation directly at (573) 634-8117 to inquire about specific institutions.

Before going to open an account, the lawyer or law firm should obtain and complete the "Notice to Financial Institution" form. This and other helpful information is also available at the Foundation's website www.moiolta.org. The Notice form authorizes the bank to establish the account with the tax identification number ("TIN") of the Foundation and consents to the

Foundation becoming the reportable party of any interest that accrues on the account. Attorneys should verify that the TIN on the account matches the number on the Notice form.

An IOLTA account should be titled with the Missouri Lawyer Trust Account Foundation as an owner along with the lawyer or law firm, but the Foundation's name does not need to appear on printed checks or statements. Once the account is opened, the relevant data requested on the Notice form should be filled out and a completed copy should be returned to the Foundation by mail or fax. If the lawyer or bank has questions about these procedures, they should contact the Foundation at the phone number above.

Quick Checklist for IOLTA accounts:

- ✓ **Ensure IOLTA account(s) is structured as interest-bearing**
- ✓ **Verify account(s) is placed in an eligible financial institution (list is maintained at www.moiolta.org, "Financial Institutions")**
- ✓ **The Tax Identification Number on all IOLTA accounts should be 43-1355525, the number for the Missouri Lawyer Trust Account Foundation**
- ✓ **All IOLTA account information is provided through the attorney enrollment Mandatory Trust Account Certification process**
- ✓ **Any subsequent changes to trust account information is timely reported to the Foundation at 573-634-8117.**

What are the requirements of maintaining a trust account?

Rule [4-1.15](#) is fairly straight forward about an attorney's responsibilities for monies held in trust:

- Client and third party funds shall be placed in a separate interest-bearing account, unless the account is granted a one year exemption under Rule [4-1.15\(i\)\(5\)](#);
- The trust account shall be designated as a "client trust account" or words of a similar nature;
- The account must be maintained at an eligible financial institution and it should be maintained in the same state as the attorney's office, unless the client consents to another location or the account is properly established in another state under Rule [4-1.15\(i\)\(4\)](#);
- An attorney shall not commingle his or her funds with funds of clients or third parties, with the exception of small deposits to cover service charges on the trust account;
- Attorneys must promptly notify clients or third parties of the receipt of funds on their behalf;
- All funds must be disbursed promptly;
- Upon request, an accounting of funds held in trust must be promptly provided;
- If the ownership of any funds is in dispute between a client and third party, the funds must be held in trust and promptly distributed as ownership is determined;
- Complete trust account records must be maintained for five years after the representation ends or from the last disbursement of funds, whichever is later.

Though not explicitly required by the Rules, additional consideration should be given to the following tips to ensure an attorney fulfills his or her responsibilities:

- Take steps to avoid inadvertent commingling of trust account funds with other operating funds by choosing trust account checks of a different color or style from the operating account(s) and storing account checks at different locations;
- Never place funds belonging to the attorney in the trust account (other than nominal deposits to cover appropriate banking fees);
- Never pay personal or office expenses with a trust account check, even if it is earned money;
- Establish proper controls on the account to prevent unauthorized usage;
- Reconcile the trust account monthly.

What accounting procedures and records are needed?

Rule [4-1.15\(c\)](#) requires the attorney to maintain and preserve “complete records” of trust account funds. The Comments to the Rule state the records should be current and maintained in accordance with “generally accepted accounting practice.” The *ABA Model Financial Recordkeeping Rule* is cited for further guidance.

Generally speaking, either a manual or computerized system can satisfy the recordkeeping requirements if it serves to document: 1) the amount within the trust account at all times; 2) the amounts within the trust account belonging to each client or third party; and 3) how each transaction within the account is processed.

A manual accounting system requires each transaction to be recorded in multiple locations in order to satisfy the recordkeeping requirements. The use of trust accounting computer software permits most transactions to be entered only once and the software posts the information to the correct accounting ledgers and journals. Software programs require different levels of training to become proficient, but can save considerable time and reduce the potential for errors from hand posted entries. A thorough discussion of computerized accounting systems can be found in a subsequent section of this handbook titled, “Using Computer Software for Trust Accounting.”

A good rule of thumb is to employ a system that contains, or can generate, a transaction register of all activity within the trust account, chronological journals for trust account receipts and disbursements, and a separate ledger for each client or third party that placed funds with the lawyer.

The ABA Model Financial Recordkeeping Rule has not been adopted in Missouri, but provides excellent guidance. It is far more comprehensive and requires:

1. Checkbook and check stubs, bank statements, pre-numbered cancelled checks, and duplicate deposit slips for the trust account;
2. Receipt and disbursement journals which record all deposits and withdrawals from the trust account with the date, source and description of each item;
3. A ledger book showing for each client the source of funds, name of all persons for whom the funds are held, the amount of the funds, the amounts and the names of all persons to whom money is disbursed;

4. Copies of written retainer and compensation agreements with clients;
5. Copies of statements to clients or third persons showing the disbursement of funds to them or on their behalf;
6. Copies of bills for legal fees and expenses delivered to clients;
7. Copies of records showing payments to lawyers, investigators, or other persons not in the lawyer's regular employ;
8. Copies of monthly trial balances; and
9. Copies of documents reasonably necessary for a complete understanding of the financial transactions affecting the trust account.

Regardless of the system chosen, recordkeeping must be coupled with regular three-way reconciliations to monthly bank statements. To perform three-way reconciliations, the lawyer identifies the beginning cash balance in the account and adds the total cash receipts for the applicable period. Cash disbursements and service charges, if any, are then deducted to arrive at the ending cash balance. In order for this to match the bank statement balances, adjustments must also be made for items such as outstanding checks and deposits that have yet to clear the account. Finally, and most importantly, the attorney should then total all the individual client or third party ledger balances and compare this to the ledger balance for the trust account. Ideally, reconciliations are performed by a person who is not normally involved in the bookkeeping process.

If a mistake is discovered, it must be immediately corrected. The attorney is advised to prepare a memorandum noting the error and the steps taken to remedy the situation, which should be retained with the reconciliation for later reference and in the event of an audit.

Trust account records must be maintained for five years after the representation ends or from the last disbursement of funds, whichever is later. If computerized accounting systems are used, it is strongly advised that monthly reconciliation reports, trial balances for receipts and disbursements and client ledgers are all printed and retained. It is also prudent to back up electronic records at frequent intervals, even daily if transactions occur frequently.

Can trust account bookkeeping functions be delegated?

The sole responsibility for ensuring compliance with trust accounting rules lies with the attorney. The attorney may have other persons make the actual entries in the trust account records and/or perform the monthly reconciliations. However, the delegation to others is permissible only if the attorney closely reviews the work of others. Failure to do so, regardless of intent, can result in harsh professional discipline, including disbarment. See *Matter of Williams*, 711 S.W.2d 518 (Mo. banc 1986).

An effective means of assuring proper trust accounting procedures is to institute strong internal controls and to routinely monitor them for compliance. The following steps are strongly recommended to fulfill an attorney's fiduciary responsibilities for oversight of account operations:

1. Establish a clearly expressed written policy, applicable to all attorneys and staff, detailing the procedures for all trust account operations;

2. To lessen the opportunity for theft, only licensed attorneys should have signatory authority over the trust account or checks should require two signatures one of which must be an attorney;
3. The trust account checkbook should be kept under lock and key;
4. All staff involved in trust account recordkeeping should receive adequate training to appreciate the importance and requirements of the fiduciary responsibilities;
5. If there are sufficient staff to do so, split the recordkeeping responsibilities among staff to enhance accountability (i.e., reconciliations performed by personnel not involved in bookkeeping functions);
6. All deposits to the trust account should be made daily;
7. All receipts should be deposited intact to the trust account (i.e., don't split deposits between the trust account and operating account; do not retain cash from a transaction);
8. Produce detailed records of the deposit to clearly identify each item deposited;
9. Withdrawals from the trust account should not be made via cash, rather only made on preprinted, numbered checks to a named payee;
10. All checks presented for the attorney's signature should be accompanied by documentation detailing the reason and amount for the transaction;
11. Prior to signing a trust account check, trust account balances should be verified to ensure sufficient funds are available;
12. The attorney should verify the check deposited into the trust account is considered "good funds" available for disbursement and that the disbursement does not exceed the amount credited to that party's applicable client ledger (such action could constitute wrongful taking of other client trust funds);
13. Any transfer from the trust account to the operating account should be done by a check written from the trust account and deposited to the operating account with accompanying documentation to justify the transaction;
14. Attorneys should be the first to review monthly bank statements for irregularities;
15. All voided or unused checks should be periodically reviewed;
16. Reconciliations should be promptly completed and the attorney should review and sign the reconciliation to document his or her review;
17. The attorney should also review individual client ledgers on a monthly basis to ensure there are no negative balances; and
18. Strong consideration should be given to an annual audit of the trust account by a certified public accountant.

These internal procedures create a strong system of checks and balances providing ample opportunity to catch any mistakes that arise, innocent or otherwise. It is also a prudent business practice to consider bonding of the individuals who are signatories to the trust account or who may otherwise have access to the account.

Perhaps the most important requirement in documentation; however, is the duty to communicate with a client or third party. Rule [4-1.15\(f\)](#) requires prompt notification to clients and third parties upon the receipt of their funds or other property. It is similarly advisable to

periodically notify each person whose funds are held in trust of the status of those funds and describing any receipts or disbursements on his or her behalf. If there is an objection to a disbursement, such as the amount of earned fees, those funds must remain in the trust account pending resolution of the dispute.

Clients should be provided complete accountings of all funds received, deposited, transferred, applied and expended at the close of representations. In contingency fee cases, Rule [4-1.15\(c\)](#) requires attorneys to provide written statements showing the outcome of the matter and, if there is a recovery, showing the remittance to the client and the method of its determination.

Many lawyers routinely disclose in writing how and where client funds will be handled and what procedures apply to how the funds are managed. This is often incorporated into the representation engagement letter, as well as reference to the use of IOLTA accounts and the charitable purposes advanced by the interest collected. Disclosure and compliance with notification requirements helps avoid misunderstanding, mistakes and mistrust.

Do all attorneys have trust account reporting requirements?

Pursuant to Rule [4-1.15\(i\)](#), it is **MANDATORY** for every lawyer to certify in connection with the Supreme Court's annual enrollment statement that the lawyer or the law firm with which the lawyer is associated either maintains an IOLTA account with an eligible institution or is exempt because the:

- (1) lawyer is not engaged in the practice of law;
- (2) nature of the lawyer's or law firm's practice is such that the lawyer or law firm does not hold client or third party funds;
- (3) lawyer is primarily engaged in the practice of law in another jurisdiction and not regularly engaged in the practice of law in this state;
- (4) lawyer is associated in a law firm with at least one lawyer who is admitted to practice and maintains an office in a jurisdiction other than the state of Missouri and the lawyer or law firm maintains a pooled trust account for the deposit of funds of clients or third persons in a financial institution located in such other jurisdiction outside the state of Missouri and any interest or dividends, net of any service charges and fees, from the account is being remitted to the client or third person who owns the funds or to a nonprofit organization or government agency pursuant to the laws or rules governing lawyer conduct of the jurisdiction in which the financial institution is located; or
- (5) the Missouri Lawyer Trust Account Foundation has specifically exempted the lawyer or law firm for the current reporting year.

Therefore, every lawyer must submit a certification to the Court that provides requested information about all active IOLTA accounts or a certification that clearly describes the nature of the exemption the lawyer claims from the IOLTA requirement. The certification information is tracked by the Missouri Lawyer Trust Account Foundation and reported to the Supreme Court and Office of Chief Disciplinary Counsel as needed to monitor compliance with the Rules of Professional Conduct.

Prior to January 1, 2008, lawyers could elect to opt-out of participation in the IOLTA program and to maintain client and third party funds in a non-interest bearing trust account. This is no longer compliant with the Rules. All trust accounts must be qualifying interest-bearing IOLTA accounts that report interest accruals to the Missouri Lawyer Trust Account Foundation or interest-bearing non-IOLTA accounts with interest payable to the client or third party, unless a specific exemption is granted for the current calendar year.

Also prior to January 1, 2008, the Foundation issued exemptions to the IOLTA requirement for some attorneys with trust accounts that could not generate interest in excess of the service charges on the account. **Those prior exemptions are no longer valid.** Changes to Rule [4-1.15](#) requiring participating financial institutions to both limit fees on IOLTA accounts and to pay competitive interest rates virtually eliminated situations where service charges exceeded the interest earned.

If an attorney currently believes they have good cause to pursue an exemption to IOLTA requirements pursuant to Rule [4-1.15\(i\)\(5\)](#), there is an established procedure for obtaining a one-year exemption through the Foundation. The procedures and a list of required documentation can be obtained directly from the Foundation offices at (573) 634-8117. Attorneys interested in the exemption process should be aware that, due to the large number of participating banks in every portion of Missouri, no such exemptions have been granted as of the date of this publication.

In addition to the annual enrollment certification, lawyers and law firms utilizing IOLTA accounts have an on-going duty to maintain current account information with the Foundation. The Foundation maintains a "Trust Account Certification Form" on its website at www.moiolta.org that can be downloaded and printed to assist in the process of reporting changes to trust account status during the year. In addition, the Foundation's staff is available to assist in any of these matters and can be reached at (573) 634-8117.

The following three pages demonstrate simple forms that can be utilized to maintain a manual accounting system. The examples include formats for a Trust Account Receipts Journal, Trust Account Disbursements Journal, Client Trust Account Ledger, Trust Account Reconciliation Sheet and Trust Account Receipts/Disbursements Control Sheet.

TRUST ACCOUNT RECEIPTS JOURNAL

MONTH OF _____

DATE	SOURCE	PERSON OR ENTITY WITH INTEREST IN FUNDS	CASE OR FILE NO.	AMOUNT	TOTAL DAILY DEPOSIT

TRUST ACCOUNT DISBURSEMENTS JOURNAL

MONTH OF _____

DATE	CHECK #	PAYEE	PURPOSE	PERSON OR ENTITY WITH INTEREST IN FUNDS	CASE OR FILE NO.	AMOUNT

CLIENT TRUST ACCOUNT LEDGER

Person or Party with Interest in Funds:

Legal Matter or Adverse Party:

File or Case No.:

DATE	DESCRIPTION OF TRANSACTION	CHECK #	FUNDS PAID	FUNDS RECEIVED	RUNNING BALANCE

TRUST ACCOUNT RECONCILIATION SHEET

For the Month ending _____

Client Ledger Balances	Amounts
	\$ _____
Client 1	_____
Client 2	_____
Client 3	_____
Client 4	_____

Attorney Deposits (Bank Charges)	_____
Total Ledger Balances	\$ _____ *
Receipts/Disbursement Control Sheet Balance	\$ _____ *
Trust Account Checkbook Balance	\$ _____ *
Bank Statement Balance	\$ _____
less: outstanding checks	_____
add: outstanding deposits	_____
Reconciled Bank Statement Balance	\$ _____ *

* These amounts must be identical to each other

TRUST ACCOUNT RECEIPTS/DISBURSEMENTS CONTROL SHEET FOR (YEAR)

MONTH	RECEIVED	DISBURSED	BALANCE**
-----	-----	-----	\$
January	\$	\$	\$
February			
March			
April			
May			
June			
July			
August			
September			
October			
November			
December			
TOTAL			-----

**This amount should agree with the Trust Account Checkbook register's running balance

USING COMPUTER SOFTWARE FOR TRUST ACCOUNTING

By Steve Scott

Using an appropriate computer software package can greatly ease the burden of trust accounting, but care should be taken to select a program that will result in compliance with ethical requirements for trust account records. This section is designed to provide guidelines for the selection and use of trust accounting software and to suggest some options for consideration.

Selecting Trust Accounting Software

In selecting a trust accounting software package, the primary guideline is that the program must be capable of maintaining the same basic information required of a paper-based system: 1) the amount within the overall trust account at all times, 2) the amounts within the overall trust account belonging to each client or third party, and 3) the details of each transaction.

A trust accounting program should be able to generate printed and on-screen reports comparable to those maintained in a paper-based system, including:

1. Overall checking account information, including the exact balance at any given time.
2. Receipts and disbursements journals, showing the date of each transaction, check number if applicable, payor or payee, client or third party, description/explanation, and amount.
3. Individual ledgers for each sub-account within the overall trust account, showing all receipt and disbursement data for each client and third party.
4. Reconciliation reports, including reconciliation of individual sub-accounts against the overall trust account and reconciliation of the month-end bank statement against the overall trust account.

It is also highly useful if the program can generate a summary report showing each client and/or third party having a positive sub-account trust balance at any point in time. This type of report can be periodically reviewed by lawyers to ensure that trust funds are not retained beyond a reasonable time. Another useful feature is the ability of the program to print trust account checks; if this feature is desired, inquiry should be made about sources and cost of the check forms.

To save data-entry time, it is recommended that a trust-accounting program should have "one-write" capability, meaning that all necessary journal and ledger entries are automatically made when the data is entered for a particular receipt or disbursement. This is typically a characteristic of higher priced trust accounting modules which are integrated with larger legal-specific accounting and/or practice management systems.

When investigating trust accounting software, inquiry should be made about the number of trust accounts each program can handle. Some are limited to 1-5 trust accounts, some are unlimited, and some require more expensive versions to handle larger numbers of accounts.

Implementing the System

After a trust accounting program meeting minimum requirements has been selected, implementing the system involves a number of additional considerations, including:

1. A manual explaining how the system operates and will be used in the law office should be prepared. Each person who will use the system should be trained in its use.
2. If the computer on which the trust accounting program is installed is physically accessible to persons not authorized to use the program or is connected to a local area network, the program should be password-protected. Only persons authorized to use the system should know the password.
3. If the program will be used to print trust account checks, the blank check forms should be maintained in a secure location. Also, if a program is used to generate checks, this requires a higher level of attention when the checks are printed. For example, it is imperative that trust account checks are not confused with operating account checks left in the printer from a previous print job.
4. Procedures should be established for month-end reconciliation, printing, and storage of paper reports including overall trust account reconciliation, bank statement reconciliation, receipts and disbursements journals, and individual sub-account ledgers.
5. Periodically a report showing all clients and/or third parties having positive sub-account trust balances should be printed and distributed to all lawyers in the office, who should review the report to ensure that no trust monies are held beyond a reasonable time.
6. Provision should be made for regular on-site and off-site backup of trust accounting data to avoid data loss in the event of a computer or hard disk malfunction or a casualty such as fire. On-site backup to another hard disk or removable storage media should be done daily. Off-site backup to removable storage media should be done at least weekly. Regular testing should occur to ensure that backups on removable storage media are capable of being restored if necessary. In implementing data backup procedures, lawyers should keep in mind the rule that trust account records must be maintained for a minimum of five years after the termination of representation of a client.

Trust Accounting Software

Lawyers investigating the purchase of trust accounting software will find programs in three basic categories. One category is generic accounting programs which can be adapted to law office trust accounting. A second category is stand-alone programs more or less specifically targeted at trust accounting. The third category is trust accounting modules, which are integrated with a larger legal-specific accounting and/or practice management system and generally cost the most. The various programs can be located by running appropriate searches on the Internet.

Some examples are given below for illustrative purposes only and not with the intention of endorsing a particular program.

Generic Accounting Programs

Among generic programs which can be adapted to trust accounting and which are used in many small law offices are Quicken, QuickBooks and Microsoft Money. In general, after a trust bank account is set up in such a program, sub-accounts, classes, or “categories” can be designated for individual trust sub-accounts. Then, assuming that the assigned sub-accounts or categories are entered whenever receipts or disbursements are recorded, the programs can generate the necessary trust accounting reports when the appropriate report selections are made.

Stand-Alone Programs

Examples of stand-alone programs which focus on or include law office trust accounting are Timeslips from Sage U.S. Holdings, Inc. (www.timeslips.com) and Attorney Trust Account from Easy Soft, Inc. (www.easysoft-usa.com). Timeslips includes time-and-billing functions as well as trust accounting, while Attorney Trust Account focuses solely on trust accounting. Neither program includes law office general ledger functions, but Timeslips can link to some other accounting packages.

Trust Accounting Programs For Integrated Systems

Among the more well known companies selling trust accounting packages as part of larger integrated systems for law offices are: Software Technology, Inc. (www.stilegal.com), which offers a Trust Accounting System along with its flagship TABS time-and-billing program and other products; Prolaw Software (www.prolaw.com), whose ProLaw program includes trust accounting, general account, billing and case management functions; and LexisNexis, which owns and markets both the PCLaw and PCLaw Pro programs (see www.pclaw.com) and the TimeMatters/Billing Matters program (see www.timematters.com), both of which include trust accounting along with time-and-billing and general ledger accounting.

Save Time, Easier Retrieval of Data

After an appropriate trust accounting software package has been purchased and implemented, law offices typically experience a substantial decrease in the amount of time required for trust account record-keeping coupled with much faster retrieval of trust accounting data.

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FORMAL OPINIONS AND INFORMAL ADVISORY OPINIONS

The Missouri Supreme Court Advisory Committee may issue formal opinions under Supreme Court Rules 5.30(a). Formal opinions are considered binding. Informal advisory opinions are issued by the Legal Ethics Counsel under Rule 5.30. The Legal Ethics Counsel only issues opinions to attorneys for their own guidance involving an existing set of facts. Informal advisory opinions cannot be issued on hypothetical situations or regarding the conduct of an attorney other than the one asking for the opinion.

Although an effort has been made to summarize the important facts of the question, not all details are included in each summary. Therefore, these summaries should be used only for general guidance – not as precedent. Only summaries are available; actual copies of the opinion request and answer are not available. Prior to the year 2000, the first two digits of the opinion number indicated the year. Since then, the first four digits indicate the year the opinion was issued. Be sure to consult the current version of the rules before deciding on a course of conduct as the opinion may not reflect current practice or the proper citation to the current Rules.

GENERAL REQUIREMENTS

FORMAL OPINION 116

[IMPORTANT: RULE [4-1.15](#) does not make a distinction between advance cost payments and other advance payments as did the rule in effect at the time Formal Opinion 116 was adopted. Formal Opinion 116 was also adopted before the provisions related to IOLTA were adopted.]

USE OF TRUST ACCOUNT

It is the opinion of the Advisory Committee that issuance of a formal opinion on this subject will be helpful to the practicing bar.

DR9-102 of Rule 4, Missouri Supreme Court, specifically provides as follows:

(A) All funds of clients paid to a lawyer or law firm, other than advances for costs and expenses, shall be deposited in one or more identifiable bank accounts maintained in the state in which the law office is situated and no funds belonging to the lawyer or law firm shall be deposited therein except as follows:

(1) Funds reasonably sufficient to pay bank charges may be deposited therein.

(2) Funds belonging in part to a client and in part presently or potentially to the lawyer or law firm must be deposited therein, but the portion belonging to the lawyer or law firm may be withdrawn when due unless the right of the lawyer or law firm to receive it is disputed by the client, in which event the disputed portion shall not be withdrawn until the dispute is finally resolved.

(B) A lawyer shall:

(1) Promptly notify a client of the receipt of his funds, securities, or other properties.

(2) Identify and label securities and properties of a client promptly upon receipt and place them in a safe deposit box or other place of safe keeping as soon as practicable.

(3) Maintain complete records of all funds, securities, and other properties of a client coming into the possession of the lawyer and render appropriate accounts to his client regarding them.

(4) Promptly pay or deliver to the client as requested by a client the funds, or other properties in the possession of the lawyer which the Client is entitled to receive.

We will endeavor to set forth specific examples to aid the lawyer to fulfill the ethical requirements under DR9-102. The examples are not intended to exhaust all possible factual situations that may arise.

In this connection, we submit that the lawyer must not commingle any "*funds in which the client has an interest*" with those belonging solely to the lawyer. The lawyer should never put in the law office account any funds in which the client can claim an interest. In making that statement, we consider the law office account funds to be those which are used to pay expenses for operation of the office or personal expenses. In re Montrey. (Mo. Sup., Banc 1974) 511 S.W.2d 805(3).

The lawyer has two duties under DR9-102. One is to keep the funds of the client separate and apart from the practitioner's own personal funds and two, to account to the client for all funds received on behalf of the client.

To properly account to the clients the practitioner must establish an accounting system whereby a permanent record is kept on all amounts, incoming and outgoing, from the Trust Account.

Each probate estate or trust should have its bank account separate from the general Trust Account.

It should be first noted that under DR9-102, that "advances for costs and expenses" are exempted from the general requirement that "*funds in which the client has an interest*" be deposited in the Trust Account. The practitioner may well desire to place "unexpended expense funds advanced for a specific purpose" in the Trust Account. In a recent case styled *Dillard v. Payne, et al.*, (1981) Mo. Sup. 615 S.W.2d 53, the Court held where the funds were placed for a specific purpose by the client and used for other than such specified purpose, such action subjected the holder to liability for conversion and possible punitive damages.

We here set forth examples involving use of the Trust Account. They are not intended to exhaust all possible factual situations that may arise:

1. Client Jones retains lawyer A to represent him in a pending dissolution action on an agreed upon set fee of \$350.00. Jones pays lawyer A the agreed upon fee. Does the lawyer have to put the fee into the Trust Account or can it be put in the law office account?

ANSWER: The fee can be put in the law office account. (See informal opinion No. 3, rendered April 4, 1980, Summary of Informal Opinions 4/1/1980 to 6/30/1980.) The Committee held when the attorney receives an attorney fee in advance of the work being done, it may be

deposited directly into the law office account. If the entire fee is not earned before severing the attorney-client relationship, then an appropriate refund must be made to the client.

2. Client Jones retains the lawyer under an employment contract whereby the agreed upon compensation hourly rate was to be "\$100.00 per hour plus expenses" and Jones would deposit the sum of \$5,000.00 with the attorney, who was authorized to deduct the fee as earned and make periodic reports to Jones. Under this type of employment, clearly the funds deposited with the lawyer must be deposited in the Trust Account until earned by the attorney. It appears that the deposit was to secure future billings of the attorney and at the time of placing the funds in the hands of the attorney, the fees remain unknown and unearned.

3. A common case involving use of the Trust Account is the personal injury case. In most cases a written fee contract will exist but often is not specific enough. Disputes can arise between the attorney and the client on how the recovery is to be distributed. The proceeds should definitely be deposited in the Trust Account and no division made until a proposed written settlement distribution has been prepared for the client and approved by him. Then the settlement checks should be drawn in accord with that settlement distribution to the client, creditors and the attorney. If a dispute arises, the disputed amount must remain in the Trust Account. The Trust Account is used when funds are received for a client in form of a check from a debtor and it is not known whether the check will be honored if run through the Trust Account it will delay disbursement to the client only a few days. This will avoid problems caused by premature disbursement to the client, if the check is not honored.

4. When dealing in real property transfers, the attorney is frequently called upon to act as an escrow agent under a written escrow agreement.

When funds are received in such a capacity, the attorney must deposit such funds in the Trust Account. Distribution should be made in strict accordance with the escrow agreement.

If disputes arise, the amount in dispute should remain in the Trust Account until the dispute is resolved by agreement or by legal determination.

If the amount of funds is sufficient and the length of time the funds will be held is long, the attorney should consider deposit of the funds in an interest bearing account.

The attorney should follow such procedure whether he represents one of the parties or whether he represents no party to the escrow agreement.

Adopted September 11, 1981
Advisory Committee en banc

Informal Opinion 980249

QUESTION: Attorney handles a number of personal injury cases on a contingent fee basis. Recently, insurance companies have required Attorney to give a tax ID number before a settlement check is issued, even though the checks are payable to Attorney's clients and Attorney. The insurance companies will be reporting the entire amount of the settlement checks to the IRS. Attorney only receives a fraction of that money. Attorney's accountant has suggested Attorney report the entire amount as fee income and the disbursements for the share of the settlements as expenses. Attorney suggested to the accountant that Attorney report as gross

receipts only the amount of the funds from settlement checks that were actually paid as fees to Attorney and attach an explanation of why it is less than the 1099 amounts. Would this be ethical?

ANSWER: The approach Attorney has suggested will not violate Rule [4-1.15](#). The approach suggested by the accountant could be used by a creditor to argue that all of the funds in the trust account are funds belonging to Attorney, since Attorney will have reported them that way. To the extent that any approach Attorney chooses causes client or third party funds held in a trust account to be available to Attorney's creditors, Attorney would violate Rule [4-1.15](#). Regardless of the approach Attorney takes, as always, it will be important for Attorney to keep clear records in case any questions arise regarding the appropriateness of disbursements.

Informal Opinion 980099

QUESTION: Attorney and Attorney's partner are licensed in Missouri and Kansas. They have recently moved their offices to Missouri. Attorney currently has Attorney's trust account in a Kansas bank that does not have any branch offices in Missouri. Does Attorney have to open a trust account in Missouri? Does Attorney need to obtain consent of each person to deposit funds into the Kansas trust account? Do funds need to be kept in separate states based upon the location of the client?

ANSWER: Under Rule [4-1.15\(a\)](#) if Attorney's sole office is in Missouri, Attorney must have a trust account in Missouri, unless Attorney obtains the consent of each client to keep the funds in Kansas. The provisions of Rule 1.15(e)(3) provide an exception to the requirement to maintain an IOLTA account in Missouri. This exception would apply if Attorney had an office in Kansas as well as Missouri. If Attorney continues to maintain a trust account in Kansas for the funds related to Kansas clients, Attorney will need to get the consent of those clients to comply with Missouri's Rule 1.15(a).

Informal Opinion 980052

QUESTION: Attorney obtained a verdict in favor of Attorney's client and began collection efforts. Attorney has learned that a portion of the judgment has been paid to the Clerk's office pursuant to garnishments. The money is being held in a non-interest bearing account pending an appeal. Attorney would like to have the money transferred into an interest bearing trust account. Is this ethical?

ANSWER: Under Rule [4-1.15](#) it would be appropriate for Attorney to place these funds in a separate, interest bearing trust account. Such an account would be a non-IOLTA trust account, and the interest would go to Attorney's client. Any time Attorney will hold funds, belonging to one client, of any significant amount for an extended period or substantial funds for a shorter period, this approach should be used. The amount of income to be generated, in relation to the costs (bank charges, legal fees, etc.) of maintaining a separate account will be a major factor in determining whether a separate account is appropriate.

Informal Opinion 960112

QUESTION: Attorney's practice exclusively involves matters in which Attorney will be paid after the services are performed, except criminal matters in which a flat fee will be paid in advance.

Attorney does not anticipate receiving settlement funds which Attorney will hold prior to disbursement. Must Attorney establish a trust account?

ANSWER: If Attorney's practice will not involve receiving fees in advance except in flat fee criminal cases, Attorney will not be required to establish a trust account under Rule [4-1.15](#). Attorney will have to provide annual notice at the time Attorney pays Attorney's annual enrollment fee that Attorney believes Attorney is exempt under Rule [4-1.15](#)(e)(1).

THIRD PARTY CLAIMS ON SETTLEMENT FUNDS

Informal Opinion 2004-0048

QUESTION: Attorney's client was treated by a chiropractor who claimed he was due a certain fee. The client disputed the amount owed. The chiropractor gave notice of a lien, but Attorney believes the lien notice to be defective. Attorney issued a check jointly payable to both parties. Attorney's client returned the check to Attorney. The chiropractor sued Attorney's client and obtained a judgment, which is now the subject of a request for trial de novo. What legal obligations does Attorney have to his client and the chiropractor with respect to this disputed amount?

ANSWER: If Attorney gave the chiropractor assurances that his interests would be protected or if the chiropractor would have reasonably believed Attorney made such an agreement, Attorney may not pay the funds to the client, without the chiropractor's consent. Under those circumstances, Attorney should hold the funds for a reasonable period of time for the chiropractor and client to reach an agreement. If an agreement is not reached after a reasonable period, Attorney should interplead the funds. If Attorney did not participate in such arrangements and the chiropractor's lien is not valid, or Attorney is willing to take the risk, Attorney may pay the funds to the client or as the client directs. If the funds are paid to the client, Attorney must advise the client that this action does not affect the judgment obtained by the chiropractor.

Informal Opinion 20000023

QUESTION: Attorney represented plaintiff in a personal injury action. Attorney promised to pay various health care providers from the settlement proceeds of the case while the case was pending. Attorney did this with the client's knowledge and consent. When the matter settled, the client would not give Attorney permission to pay the client's health care providers from the settlement proceeds. Attorney gave the client several months to work out a settlement with the health care providers, but when the client could not work out a settlement, Attorney filed an interpleader action. Is it ethical for Attorney to claim attorney's fees for time incurred in the interpleader action? Is it ethical for Attorney to request reimbursement for funds used to file and serve the interpleader action on all parties?

ANSWER: Attorney may claim attorney's fees and expenses related to the interpleader action.

See also, informal advisory opinions 990150, 950086, 940184, and 940137.

Informal Opinion 970215

QUESTION: Attorney represents a client in a slip and fall matter. During the course of representation, the client contacted Attorney about an unrelated loan that was delinquent. At the client's request the Attorney sent a letter to the credit company agreeing to pay off the loan out of any settlement that may be obtained on behalf of the client. The client's claim was settled and the amount of the loan is in Attorney's attorney's trust account. The client has asked Attorney not to pay the credit company. What is Attorney's ethical duty?

ANSWER: Under the circumstances which Attorney has described, including Attorney's letter to the credit company, Attorney may not disburse the disputed funds to the client, without the credit company's consent. Attorney may hold the funds in Attorney's trust account for a reasonable period of time to allow for the client and the credit company to come to a settlement. Attorney should notify Attorney's client and the credit company that, if the client does not consent to full disbursement or if the client and the financial institution cannot come to some other agreement regarding disbursement, Attorney will file an interpleader action. Attorney should file the interpleader action within a reasonable period of time unless good faith efforts toward a resolution are in progress.

Informal Opinion 950071

QUESTION: Attorney represents a client in a case that has been resolved through arbitration. A company claims that a portion of the award was for that company. Attorney is holding the disputed amount in Attorney's trust account. What should Attorney do?

ANSWER: Once a reasonable time for the various parties to resolve their dispute over the money has passed, Attorney has no option other than to interplead the funds. Perhaps when the disputing parties are advised of this fact and that the costs associated with the interpleader will use a significant portion of the funds, they will be able to resolve the dispute.

HOLDING FUNDS — UNABLE TO LOCATE CLIENT

FORMAL OPINION 118

Supreme Court Advisory Committee

QUESTION: What is the proper disposition of a client's unused funds remaining in a lawyer's trust fund after termination of representation when every reasonable effort has been made to locate the client and refund the funds?

ANSWER: While this situation is not uncommon, it is troublesome, particularly in that the amounts sought to be refunded are typically only a few dollars, representing refunds on unused filing fees or what remains unspent of money deposited for future expenses. The lawyer's duty to safeguard all clients' funds in his possession continues after the representation of the client has ended. The lawyer's duty, after all reasonable effort to find the client and refund the funds are in vain, is a matter of Missouri law, which currently is stated in RSMO 447.500-447.585, Uniform Disposition of Unclaimed Property. All such unclaimed funds, including any interest, are presumed abandoned property after seven years (447.530) and shall be reported to the director of the Missouri Department of Economic Development under the provisions of 447.539 and the director shall cause notice to be published at least once each week for two successive weeks in a newspaper of general circulation (447.541). The lawyer at the time of filing such report shall

pay the funds to the Missouri State Treasurer, retaining the reasonable costs of compliance with Sections 445.500-447.585 (447.543).

Adopted October 21, 1988.

See also, informal advisory opinions 2004-0013, 20000129, 990217, 990102, 970152, 960053, and 940091.

Informal Opinion 980007

QUESTION: Attorney represents a client in a workers' compensation case. Attorney has received a settlement offer, but is unable to locate the client. Attorney has hired a skip tracer, but efforts to find the client have so far been unsuccessful. Attorney would like to agree to the settlement in writing, get the check and the release from the defendant in the case and then hold on to them until Attorney can find the client. May Attorney do this?

ANSWER: Attorney may not settle the case unless Attorney's client agrees to the settlement or has previously given Attorney authorization which would include settlement on the proposed terms. If Attorney does settle the case for Attorney's client, the settlement funds should be placed in a separate interest bearing trust account, with the interest going to the client, until the client is located.

RECORD RETENTION

Informal Opinion 2004-0052

QUESTION: Attorney represents individual clients in litigation that frequently involves medical records. After the conclusion of a case, attorney returns "the file," including medical records to the clients. Attorney keeps a copy of the contract of representation, settlement documents, and stipulations for dismissal filed with the court, sensitive material, written settlement offers, and negotiations. Attorney provides a final accounting and disbursement of any money received and gives the client a list of the file materials being returned. Is attorney's practice in accordance with Rule [4-1.15](#)? Attorney does not keep paper copies other than this, although Attorney may have some of the records in electronic form.

ANSWER: Under the Rules of Professional Conduct, including Rule [4-1.15\(h\)](#), an attorney is not required to keep any portion of a file, if the "original file" has been returned to the client or disposed of with the client's consent. However, under Rule [4-1.15\(a\)](#), an attorney must keep records of funds and other property the attorney held for a period of five years after the end of the representation. Although Attorney and the client can alter the period of time Attorney will hold the file for the client, they cannot alter the minimum period of time Attorney must keep records of funds and other property under Rule [4-1.15\(a\)](#). Attorney may keep paper or electronic copies of the file or portions of the file, at his own expense. Attorney may want to consult with his malpractice carrier for recommendations regarding keeping copies for the Attorney's own records.

CASES INVOLVING TRUST ACCOUNTS

The following list of cases is not a complete listing, but includes most cases since approximately 1970.

DISCIPLINARY CASES

In re Griffey, 873 S.W.2d 600 (Mo. banc 1994)
In re Schaeffer, 824 S.W.2d 1 (Mo. banc 1992)
In re Tessler, 783 S.W.2d 906 (Mo. banc 1990)
In re Staab, 785 S.W.2d 551 (Mo. banc 1990)
In re Barr, 796 S.W.2d 617 (Mo. banc 1990)
In re Fenlon, 775 S.W.2d 134 (Mo. banc 1989)
In re Forge, 747 S.W.2d 141 (Mo. banc 1988)
In re Murphy, 732 S.W.2d 895 (Mo. banc 1987)
In re Adams, 737 S.W.2d 714 (Mo. banc 1987)
Matter of Williams, 711 S.W.2d 518 (Mo. Banc 1986)
In re Elliott, 694 S.W.2d 262 (Mo. banc 1985)
In re Haggerty, 661 S.W.2d 8 (Mo. banc 1983)
In re Witte, 615 S.W.2d 421 (Mo. banc 1981)
In re Weiner, 530 S.W.2d 222 (Mo. banc 1975)

OTHER CASES

Gore v. Londoff, 807 S.W.2d 139 (Mo.App. 1991)
Dillard v. Payne, 615 S.W.2d 53 (Mo. 1981)

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