

You advise that an attorney prepared a warrant in debt and mailed it to a debtor in an attempt to collect upon a debt due to the attorney's client, although the warrant in debt was never filed in court. The warrant in debt showed a return date and also showed the same date and time in the place on the warrant in debt where an authorized officer is directed to summon the defendant to appear before the court to answer the plaintiff's claim. The date issued position and the signature position on the warrant are left blank. The name of the plaintiff as well as the defendant was shown. The amount of the claim, costs and "legal rate" of interest was shown as being due. The name of the secretary and the attorney were rubber-stamped upon the document with the following notation: "You may avoid judgment by paying this amount directly to our office." The document was received by the defendant's father, who inferred that an action had been filed against his daughter, whereupon he promptly paid the debt. You further state that the costs were listed on the warrant in debt in the amount claimed even though suit had not been filed and the handwritten notation calls for payment in the amount shown upon the claim. You also state that it is routine in collections matters once a warrant in debt has been filed to mail a copy of said warrant to the defendant, pursuant to the statute, to allow action in the case of posted service.

You wish to know whether or not the mailing of this warrant in debt by the attorney was improper.

The Committee opines that the clear intent of sending this warrant in debt was to obtain payment of the debt by misleading the recipient into believing that the warrant in debt had been filed in court and that a judgment would be obtained on the return date stated on the warrant. Therefore, it is the Committee's opinion that sending this warrant in debt violated DR:7-102(A)(7).

Committee Opinion
June 29, 1988