

STATE OF MICHIGAN  
COURT OF APPEALS

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CASEY K. AMBROSE,

Plaintiff-Appellant,

v

MARTIN L. FRIED,

Defendant-Appellee.

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UNPUBLISHED

November 30, 2004

No. 249482

Oakland Circuit Court

LC No. 2002-043792-NM

Before: Meter, P.J., and Wilder and Schuette, JJ.

MEMORANDUM.

Plaintiff appeals as of right the order granting defendant's motion for summary disposition of this legal malpractice action on statute of limitations grounds. We affirm. This appeal is being decided without oral argument pursuant to MCR 7.214(E).

"A legal malpractice claim must be brought within two years of the date the attorney discontinues serving the client, or within six months after the plaintiff discovers or should have discovered the existence of the claim[.]" *Maddox v Burlingame*, 205 Mich App 446, 450; 517 NW2d 816 (1994). MCL 600.5838(1) provides that a malpractice claim against a lawyer accrues at the time that the person discontinues serving the plaintiff in a professional capacity with regard to the matters out of which the claim for malpractice arose. A lawyer discontinues serving a client upon the completion of a specific legal service the lawyer was retained to perform. *Maddox, supra*. No formal discharge by the client is required, and termination can be implied by the actions of the client. *Mitchell v Dougherty*, 249 Mich App 668, 684; 644 NW2d 391 (2002). A client can terminate an attorney's representation by sending a letter stating that the attorney does not have authority to act on his behalf. *Id; Hooper v Hill Lewis*, 191 Mich App 312, 315; 477 NW2d 114 (1991).

Although plaintiff discharged defendant between June and August of 2000, he asserts that because defendant continued to send him bills, the relationship was not terminated. Plaintiff relies on *Maddox, supra*, at 451, in which this Court found that where an attorney sent a client a bill for services that were performed after the date of the termination of representation, the bill was evidence that the attorney continued to provide services and that the statute of limitations did not begin to run as of the earlier termination.

*Maddox* is distinguishable from this case. Here, there is simply no evidence that defendant billed for services that were performed after the relationship was terminated, while in

*Maddox*, the bill was indeed related to services rendered after the date of termination. We note that follow-up activities attendant to otherwise completed matters of representation do not extend the period of service to the client. *Bauer v Ferriby & Houston, PC*, 235 Mich App 536, 539; 599 NW2d 493 (1999). The evidence presented by plaintiff did not raise a genuine issue of fact regarding when the attorney client relationship was terminated, and the trial court properly granted summary disposition to defendant.

Affirmed.

/s/ Patrick M. Meter

/s/ Kurtis T. Wilder

/s/ Bill Schuette